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AGREEMENT ON THE USE OF THE NORDSTREET PLATFORM

The present agreement on the use of the Nordstreet platform ("**Agreement**") has been concluded between:

(A)   **Nordstreet UAB**, legal entity code 304565690, head office address Naugarduko g. 19, Vilnius, Lithuania („**Operator**") and

(B)   the **User**, who/which concluded the present Agreement electronically, confirmed their acceptance of its terms and conditions, and is permitted to use the Platform („**User**").

By using the information available on the Platform and/or it services and visiting the Platform, the User hereby declares and confirms that he/she/it has thoroughly familiarised with the present Agreement, read and understood the content of each provision and consequences thereof, and signed it as a legally binding document without coercion, persuasion or exertion of other influence.

The User hereby additionally confirms that this Agreement fully corresponds to his/her/its true intentions and will, the Agreement has been concluded without the influence of alcohol, narcotic, psychotropic or other psychoactive substances, the User was able to consult the independent legal and financial advisers regarding the evaluation of this Agreement.

If the User does not accept the present Agreement, the User may not use the Platform and the Operator's services.

The present Agreement regulates the terms and conditions for the use of the Platform, legal relationship between the User and the Operator, as well as between the Users.

The Platform in its entirety and the intellectual rights to its content shall belong to the Operator. The User shall not have the right to save, copy, modify, relocate, transfer or disclose the content of the Platform and the Platform's website.

On the Platform, the Operator assists the Users to borrow funds from one another and conclude electronic agreements. The Platform is used as an intermediary medium between the persons wishing to borrow and the persons willing to lend. The returns on the loan interest are historical data and may change independent of the Operator's will, and do not guarantee future revenue.

The Operator does not grant the Users any guarantee that the Loans will be repaid according to their terms and conditions. The Operator seeks to reasonably evaluate credit risk and improve the Risk Model applicable for selection of Applications, but it does not assume liability for the loss incurred by the User if the Loan Amount and other amounts have not been repaid. The Users shall assume the credit risk at own free will by investing into the Loans.

Information and data on the User indicated in the Application and the Auction are provided by the Users, therefore, the Operator shall not be held responsible for correctness and validity of this information and the Users, and shall not bear any losses, which occurred or may occur due to the actions, decisions or transactions of the User carried out by using the information provided in the present Platform.

1.   Concepts and definitions

The capitalised terms used in the present Agreement shall have the meaning as provided below unless a different meaning is determined by the context:

1.1.   **Agreement** shall mean the present agreement for the use of the Nordstreet Platform stating the conditions for use of the Platform, which must be accepted by any person intending to use the Platform and the Operator's services. The purpose of the Agreement is to establish the rules for use of the Platform and the legal relationships arising within the Platform and between the Operator and the Users as well as between the Users.

1.2.   **Application Administration Fee** shall mean the administration fee paid by the User to the Operator for examination of the Application, which after submission of the Application shall not be refunded.

1.3.   **Application** shall mean a binding public offer of the Borrower to conclude the Loan Agreement submitted via the Platform. Terms of the Application have been agreed with the Operator (and

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approved by the Operator) and are substantiated by the written documents and data of the Borrower.

1.4. **Auction** shall mean a manner of conclusion of the Loan Agreement between the Users, where the Loan Agreement is concluded between the Borrower, which submitted the Application (confirmed by the Operator) and initiated a specific auction, and the Investor/s, who/which provided the fastest Offer/s according to the terms and conditions of the Auction.

1.5. **Automatic Investment Function** is the functionality offered in the Platform to Users which allows choosing the Criteria of investment published in the Platform and acceptable to Users in advance and make Offers automatically to finance the Applications submitted by the Borrower in the Platform on the basis of such choice. Upon making Offers and using this functionality, the funds are automatically booked and/or automatically charged from the Lender's NS Pay account are for financing a respective Application.

1.6. **Borrower** shall mean a profit-making legal entity.

1.7. **Debt Administration Fee** shall mean the fee paid by the Investor to the Operator for administration and recovery of the Borrower's debts originating from and/or associated with the Loan Agreement (the Loan Amount, Compensatory Interest, fines, etc.).

1.8. **General Terms** shall mean the general terms and conditions of the Loan Agreement including any supplementations or modifications thereto.

1.9. **Interest** shall mean the annual interest rate on the Loan Amount which the Borrower shall be obliged to pay to the Investor and which has been indicated in the Application prior to the Auction.

1.10. **Investment transfer** shall mean the functionality provided to the Lenders in a platform allowing to transfer (i.e. use as a new investment) the Borrower's Repayments under the Loan Agreement (to be refinanced) to another new Loan Agreement concluded for the purpose of refinancing by the same Borrower in accordance with the procedure set forth in this Agreement.

1.11. **Investor** shall mean a natural person above the age of 18 years or a legal entity duly registered on the Platform, who/which submitted the Offer via the Platform.

1.12. **Late Repayment Fee** shall mean the one-off fee indicated in the Service Rates and payable by the Borrower to the Operator each time when the Borrower is in delay to perform (non-performance or defective performance) its financial obligation under the Loan Agreement (for the sake of clarity, here is an example: It is specified in the Loan Repayment Schedule that the Borrower shall make payments under the Loan Agreement by the 15th day of each month. If the Borrower does not make an adequate payment by the 15th of March, the Borrower is subject to one-off Late Repayment Fee; subsequently, if the Borrower again fails to make its next payment by the 15th of April, the Borrower is again subject to one-off Late Repayment Fee).

1.13. **Lender** shall mean the Investor who/which has concluded the Loan Agreement.

1.14. **Loan Agreement** shall mean an agreement between the Borrower and the Lender/s concluded via the Platform, on the basis of which: the Lender/s shall grant a loan to the Borrower according to the terms and conditions of the agreement, and the Borrower shall be obliged to repay the loan received and pay any related fees (Interest, etc.). The Users are aware that any modifications and annexes to the Loan Agreement made by a mutual agreement between the Users shall be an integral part of the Loan Agreement and legally binding to the Parties. The Loan Agreement shall be constituted by a separate agreement concerning special terms of the Loan Agreement signed between the Operator (on behalf of and for the benefit of the Lenders) and the Borrower as well as the Application (the Quote) submitted by the Borrower and approved by the Operator on the basis of this agreement and the Offer (the acceptance) of the Lender as well as the General Terms together with all amendments and supplements.

1.15. **Loan Amount** shall mean a sum of money lent by the Investor/s to the Borrower via the Platform, which conforms to the amount stated in the Borrower's completed Application, and which the Borrower shall be obliged to repay to the Investor/s, including payment of the Interest and other fees.

1.16. **The NS Pay account means the unique Lender's or the Borrower's account opened in UAB "NS Pay", legal entity code 305652931, head office address Vašingtono a. 1-62,**

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Vilnius, Republic of Lithuania which is used to transfer the Loan Amount, and to credit or debit any charges. UAB „NS Pay" is an electronic money institution under the supervision of the Bank of Lithuania that is responsible for proper functioning of the account.

1.17. **Offer** shall mean the binding consent (acceptance) in respect to the Loan provided via the Platform granted by the User intending to lend money to the User who/which submitted the Application, by which the User accepts and confirms the conditions indicated in the Application and intends to conclude the Loan Agreement according to the Application confirmed by the Borrower.

1.18. **Operator** is UAB Nordstreet, legal entity code 304565690, head office address Naugarduko g. 19, Vilnius, Lithuania. The Operator is included in the Public List of Crowdfunding Platform Operators maintained by the Bank of Lithuania.

1.19. **Operator's Fee** shall mean a one-off fee charged upon the agreement between the Operator and the Borrower, which the latter shall pay to the Operator for the Loan administration services under the present Agreement and the Loan Agreement until the obligations under the Loan Agreement have been discharged in full. The amount of the fee shall be determined for each Borrower individually, based on the Service Rates published on the Platform and taking into account the credit risk, amount of the Loan, the Loan repayment term and other material circumstances.

1.20. **Platform** shall mean the system supervised and managed by the Operator available at www.nordstreet.com by means of which the crowdfunding is being carried out. On the Platform, the Borrowers and Investors can borrow or lend money in the manner and on the terms specified in this Agreement by participating in Auctions, this way creating the Loan relationship. The Operator shall perform its activities in the role of the Platform administrator.

1.21. **Repayable amount** shall mean the amount of the Loan to be repaid by the Borrower to the Lender under the concluded Loan Agreement with calculated Interest and other payable amounts.

1.22. **Rights of Recourse** shall mean the Investor's rights of recourse to the Borrower under the Loan Agreement, the amount of which is stated in the Offer (Special Terms), including all related or derived rights.

1.23. **Risk Model** shall mean a credit risk assessment model used and developed by the Operator, statistical data, algorithms for data analysis and other tools, by means of which the Operator seeks to reasonably assess the credit risk, and on the basis of which the Operator selects the Application and submits them for the Auction.

1.24. **Secondary market** shall mean the functionality (system) in the Platform through which the Users may transfer the available Rights of Recourse to other Users (or purchase from other Users, as appropriate).

1.25. **Service Rates** shall mean the fees payable by the Borrower as defined on the Platform, including the Operator's fees. The Service Rates are published on the Platform (amounts of certain Service Rates are specified in separate agreements between the User and Operator). The Service Rates shall be considered a part of this Agreement.

1.26. **Special Conditions** shall mean a separate agreement between the Operator (on behalf of and for the benefit of the Lenders) concerning special conditions of the Loan Agreement as well as the Application (the Quote) submitted by the Borrower and approved by the Operator and the Offer (the Acceptance) submitted by the Lender.

1.27. **User Account** shall mean an individual account of the User protected with a unique password and assigned to the User for performance of various actions on the Platform, i.e. to submit Applications and Offers, lend money, conclude the Loan Agreement, view the history of actions performed by the User, receive the Operator's messages and manage own account in other ways.

1.28. **User Code** shall mean a unique number attributed by the Operator to each registered Platform users, which is allocated for User identification.

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1.29. **User** shall mean a natural person or a legal entity who/which is a member of the Platform, and who/which may act either as the Investor or the Borrower and has concluded the present Agreement by completing registration on the Platform according to the applicable conditions of the Agreement and has been correspondingly confirmed by the Operator.

2. Obligations of the User

1.30. The User shall be obliged:

1.30.1. to abstain from illegal activities on the Platform (including money laundering, legalisation of unlawfully obtained funds, etc.), and to communicate with the Operator and other Users according to the generally accepted moral and ethical principles;

1.30.2. to provide only valid and correct information to the Operator and other Users;

1.30.3. to protect the secrecy of the login data to the Platform and not to disclose them to the third persons. The User shall be responsible for any damages and losses incurred due to disclosure of the Platform login data to the third persons, which resulted in the creation of legal relations. The User hereby confirms that all agreements concluded via the User's Account shall be made with a true will of the User and will be binding to the User under any circumstances (including the cases where the third parties who gained access to the data have entered into agreements on behalf of the User – borrowed and/or lent money, and where the User has willingly disclosed the login data to the third persons, failed to treat these data with due care, etc.);

1.30.4. to continuously update personal data (account number, name, surname, contact data);

1.30.5. to change the login information of the User Account in the event of threat that these data have possibly been disclosed to the third persons;

1.30.6. not to gather contact information, e-mail addresses or other data on the Users, except to the extent related to the Loan Agreement;

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

1.30.8. not to transfer or upload any data which might contain software viruses or other codes, files or programmes created to interfere with, restrict or damage the operating functions of the Platform or its hardware, software or communication equipment;

1.30.9. not to upload another website/s to the Platform without the prior written consent of the Operator;

1.30.10. if requested by the Operator, to provide, without delay, accurate and full information and/or documents necessary for the Operator to duly meet the requirements for prevention of money laundering and terrorist financing. The form, scope and methods of submission of the information to be provided shall be determined by the Operator.

1.31. The Operator shall have the right to restrict the User's right to use the Platform, including expulsion of the User from the Platform, and to take other measures the Operator deems necessary, including suspension or non-performance of the Operator's own rights and duties, if such actions or omission on behalf of the Operator is necessary in order to ensure unconditional functional operation of the Platform and/or rights and duties of other Users.

1.32. In all cases, the Operator shall have the right to suspend the User's registration in the Platform, suspend provision of the Operator's services to the User, and/or remove the User from the Platform, if:

1.32.1. the User fails to fulfil its duties and/or obligations, has provided or provides incorrect, misleading, fraudulent and/or incomplete information;

1.32.2. the User's conduct in relation to other Users is in prejudice to the generally accepted moral and ethical principles;

1.32.3. there are reasonable grounds to suspect that the User's activities are carried out in prejudice to the requirements of the legal acts;

1.32.4. the Operator suspects that the User, the User's activities and/or transactions carried out by means of the Platform violate the requirements for prevention of money laundering and terrorist financing.

1.33. In all cases, where the Operator has reasons to believe that the User presented incorrect personal details and/or illegally uses the personal data that do not belong to the Users, the Operator shall have the right to demand that the User provided the updated information and situation, and has the right to report this situation to the relevant law enforcement authorities.

3. Use of the Platform and investments

1.34. Any person wishing to use the services of the Platform must complete registration. The registration is free of charge. Upon completion of registration, the person becomes the User of the Platform and gains the right to invest and borrow freely and to submit Offers and Applications.

1.35. During primary registration, the User shall create the unique username and password for access to the User Account.

1.36. The services provided by the Platform shall be accessible only to the registered Users who confirmed their acceptance of the present Agreement. This is the essential condition for the use of the services and registration on the Platform. The Users who are natural persons may use the services provided by the Platform only themselves directly (and not through authorised persons or other representatives).

1.37. Each time the User wishes to perform any actions on the Platform, he/she shall be required to log in by entering the unique username and password. The Users may also be provided with an opportunity to log on the Platform by other alternative methods specified on the Platform.

1.38. Upon the User's electronic confirmation of his/her acceptance of the Agreement, it shall be considered duly concluded and valid. The Parties hereby agree that the User's actions made during registration on the Platform and acceptance of the present Agreement, the Special Terms (Offer and Application), the General Terms and other agreements, and the personal data provided during registration on the Platform (which shall be confirmed by the User by checking the box or clicking on the 'Agree' button, the User's code, details of SMS messages, statement from the User's NS Pay Account, e-mail of the User or the Platform, or voice records of a telephone conversations, or the Platform statement of the User's activities on the User's account on the Platform) shall be considered as the User's signature bearing legal power granted by legal acts, and the Application and the Offer, on the basis thereof the Loan Agreement has been concluded, under which the Loan Amount is transferred to the Borrowers, shall be considered equivalent to the document concluded in writing, and it shall create the same legal consequences as a document endorsed on each page by the signatures of the User.

1.39. Upon completion of the User's registration on the Platform, the Operator shall send all notifications addressed to the User to the e-mail address indicated by the User, and/or publish it on the Platform. The User hereby confirms that the User agrees that the notification by e-mail shall be considered to have been duly delivered in 24 hours of its sending, and if the notification is given on the Platform, it shall be considered to have been duly delivered within 1 (one) calendar days from its posting. The User shall be obliged to regularly check his/her e-mail box with the address provided to the Operator, and the User Account on the Platform and assume all risks related to situations where without the fault of the Operator, the messages sent by the Operator are not delivered to the User's e-mail box with the specified address and the User does not receive them on time and/or read does not them for any other reasons.

4. User's identification

1.40. The User intending to become the Borrower and/or Investor must, first of all, be identified. Identifying the Users (and their beneficiaries) is a means to implement the requirements for prevention of money laundering and terrorist financing.

1.41. In order to execute due identification of the User, the User shall always be obliged to create the User's NS Pay Account or link the existing NS Pay Account of the User with the Platform. The Users (e.g. legal entities) may be additionally asked to identify themselves by remote image

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transmission or another method permitted by legal acts. The specific method for the User's identification shall be chosen by the Operator.

1.42. The User's NS Pay Account shall be created by the User by clicking the respective links provided on the Platform. Later, the User may choose whether to create a new User Account or to confirm the User's identity by means of the existing NS Pay Account of the User. The Users who are natural persons may use the services provided by the Platform only themselves directly (and not through authorised persons or other representatives), and only by setting up the NS Pay Account in their own name.

1.43. All payments to the selected Borrowers shall be made by the Users themselves and only from their own NS Pay Accounts. Regardless, the User hereby confirms that the User grants additional authorisation to the Operator to manage the funds available on the User's NS Pay Account for the purposes of transfer (debit) of monetary funds on behalf of the Investors to the Borrower and/or Operator, and to credit funds from the Borrower for the benefit of the Investor and/or the Operator. If requested by the Operator, the User undertakes to issue a separate written document confirming that the Operator is authorised to manage the funds available on the User's NS Pay Account for the purpose specified above herein.

1.44. Upon confirmation of his/her/its identity, the User shall have the right to act as the Borrower and/or Investor and/or perform all other operations on the Platform.

1.45. Implementing the requirements for prevention of money laundering and terrorist financing, the Operator has the right to request that the User (both at the initial identification and during subsequent business relations with the Operator) would supply additional information and/or documents about the User, his/her/its beneficiaries, the origin of available funds, the activities pursued, etc. The scope and methods of submission of the information to be provided shall be determined by the Operator. The User undertakes to duly and timely submit the information requested by the Operator.

5. Loan Amount, interest, repayment term and application

1.46. The Loan Agreement shall be created on the Platform during the Auctions: when the Borrower submits the Application (Quote), which has been confirmed by the Operator, and during the Auction the Investor presents the Offer (Acceptance), upon a match between the essential conditions of the Application and the Offer (Special Terms) and acceptance of the Users of the General Terms, the Loan Agreement is consequently created. The essential conditions of the Loan Agreement shall be the Loan Amount, Interest and Loan Agreement term.

1.47. The User wishing to become the Borrower and filling in the conditions of the Application shall be obliged to specify the Loan Amount, Interest and Loan Agreement term for which the User wishes to borrow.

1.48. In the event the User intends to submit the Application, it shall transfer to the Operator's payment account EUR 250 (two hundred and fifty euros) as the Application Administration Fee, which after submission of the Application shall not be refunded (whether the Operator takes a decision to publish the Application on the Platform or not).

1.49. The requirements applicable to the Loan Amount:

1.49.1. The amounts of Loan shall be provided and received via the Platform in euros.

1.49.2. The Operator shall have the right to request that the User reduces the Loan Amount. If the User does not reduce the indicated Loan Amount, the Operator shall have the right not to confirm the Application and prevent opening of the Auction.

1.49.3. The requirements applicable to the Interest:

1.49.4. The User initiating the Auction shall set the Interest rates of the Loan Agreement;

1.49.5. The Operator shall have the right to request that the User reduces or increases the Interest rates. If the User does not reduce or increase the indicated Interest rates as requested by the Operator, the Operator shall have the right not to confirm the Application and prevent opening of the Auction.

1.49.6. The Investors who/which provide their Offers during the Auction shall lend at the Interest rates specified by the Borrower;

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1.49.7. If the Borrower delays payment of Interest, the Operator shall be allowed to apply the increased interest according to the rates indicated on the Platform or in the Loan Agreement.

1.50. The User shall have the right to indicate the desired Loan repayment term, which may not be shorter and/or longer than the shortest and longest Loan repayment terms acceptable to the Operator.

1.51. A unique document shall be generated for the User, which, according to the Loan Amount, Interest and Loan Agreement term indicated by the User, shall reflect the preliminary loan repayment schedule, all the fees payable by the User and other important information.

1.52. The User wishing to form the Application on the basis of this preliminary information shall be obliged to fill out the form available on the Platform or provided by the Operator individually. In each case, the Operator shall assess reliability of the User seeking financing (reputation and creditworthiness), and for that purpose the User undertakes to provide the Operator with the following:

1.52.1. the financial reporting documents endorsed by signatures of the User's head and accountant, at the discretion of the Operator, presenting data for the last financial year, last 12 months or another period;

1.52.2. the bank account statements for the past 12 months or for another period approved by the Operator;

1.52.3. the acceptance of the General Terms expressed in an established procedure;

1.52.4. the acceptance regarding processing of personal data of the User, its managers, and members and participants of other bodies expressed in an established procedure;

1.52.5. the User's contact information;

1.52.6. data regarding the immovable and (or) other property intended to be mortgaged/pledged;

1.52.7. the User's Mano Creditinfo report from the website located at https://www.manocreditinfo.lt/;

1.52.8. data on the property owned;

1.52.9. data concerning the User's shareholders and number of shares held by them as well as the ultimate beneficiaries;

1.52.10. data on mortgage of the immovable property and (or) property pledge;

1.52.11. other information or documents requested by the Operator.

1.53. Upon receipt of the initial conditions of the Application, the Operator shall evaluate them, and shall have the right to:

1.53.1. accept them;

1.53.2. in cases where the provided information is inaccurate and/or where the Operator wishes to receive additional information from the Borrower, the Operator shall have the right to contact the User using the contact details and obtain the missing information in writing or by telephone;

1.53.3. in cases where the User has provided fraudulent, incorrect and/or incomplete information in the formed Application, where, according to the data provided, the User does not conform to the Project Owners' reliability assessment criteria approved by the Operator and/or on any other cases, the Operator shall have the right to refuse to approve the Application at its own discretion and not to publish it on the Platform;

1.53.4. in cases where, according to the information provided by the User, the Operator decided that the Loan Amount and/or Interest and/or Loan Agreement terms must be adjusted, the conditions of the Application shall be modified appropriately, and the User shall be informed by a separate notification regarding this situation. The User shall have the right not to agree with the new conditions of the Application, and not to confirm the

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same. In this case, the Operator shall be entitled not to approve the Application and not to publish it on the Platform.

1.54. After the Operator accepts all the conditions of the Application, the User and Operator shall (in writing or electronically) approve the final conditions of the Application and agree on publishing the Application on the Platform. Afterwards, the Application posted on the Platform shall be considered to be a binding offer to all Users, and the Auction shall be considered to be opened. Subsequently, the conditions of the Application may be changed only in the cases and procedure set forth in this Agreement.

1.55. The Application approved by the Operator shall be transferred to the Auction section for a period specified in the Application, which, however, shall not exceed 30 (thirty) calendar days. When the Operator approves the Application, transfers it to the Auction section and less than half of the Auction period indicated in the Application lapses, the Operator has the right:

    1.55.1. to recommend the Borrower to reduce the Loan Amount;

    1.55.2. to recommend the Borrower to divide the Loan Amount into different stages;

    1.55.3. to recommend the Borrower to extend the period of the Application.

1.56. If the Borrower agrees to the measures specified in paragraph 1.55, the Operator shall reduce the Loan Amount, divide the Loan Amount into different stages and/or extend the period of the Application, respectively. In any case, when applying such measures, the Operator shall be guided by the approved Policy for Identifying, Avoiding and Managing Conflicts of Interests, shall announce that the measures were applied on the Platform, and also notify the Investors who/which have made Offers at the Auction separately.

1.57. If the Investors present the Offers conforming to the Application before expiration of the period of 30 (thirty) calendar days or a shorter period specified in the Application, the Auction shall be considered to be completed and closed. In cases approved by the Operator, the User shall be allowed to establish the duration of the Auction, which may not be longer than 30 (thirty) calendar days.

1.58. If the Application has not been completed at 100 percent within 30 (thirty) calendar days or a shorter period specified in the Application, the Auction shall be considered uninitiated and no legal relationships shall be created in relation to the Loan Amount, Borrower, Investor and/or Operator, unless it is clearly indicated in advance that the Auction will be divided and executed in several stages until the total required Loan Amount is collected, or that the Loan Amount is reduced or the period of the Application is extended in the manner set forth in this Agreement. If the Auction does not take place for whichever the reason, the cash reservation on NS Pay Accounts of Investors for the Auction is cancelled, and the Investors have the right to freely dispose of the previously reserved cash.

1.59. The Operator shall not be held liable in cases where the Auction has not been initiated due to the reasons beyond the Operator's control.

1.60. After the Application has been published in the Auction section, the Operator shall have the right to disclose the following information about the Borrower: name, entity number, head office address, business address, area of operation, financial statements, number of employees, data on the Guarantee of Performance, and/or other information publishing of which is governed by the legal acts and/or which is reasonably necessary to the Investors for the evaluation of the Application according to its conditions and for presenting of their Offers.

1.61. The Investors shall have an additional possibility to ask questions to the Borrower, which together with the answers shall be visible to all the Users. The Operator shall use its discretion to select which answers should be published for the Investors and which should not.

1.62. During the Auction, every User shall have a possibility to view in real time the Offers provided.

1.63. During the Auction, the Investors may provide the Offers by setting the amount of the loan offered, however, they may not offer Interest rates that are lower and/or higher than those set by the Borrower. The principal of the loan offered by the Investor shall not be lower than EUR 100, while the total amount shall be expressed in euros (without cents) in terms of accuracy. The principal of the Loan Amount offered by the Investor shall not exceed the Loan Amount established by the Borrower in a specific Auction.

1.64. The Investor shall not offer to lend more than the funds available in his/her/its NS Pay Account. Where during the Auction, the Investor confirms a concrete amount of money to the Borrower, the corresponding amount in the Investor's NS Pay Account shall be reserved for this specific loan.

1.65. The Investor who/which submitted the Offer during the Auction shall electronically confirm his/her/its acceptance of the Application conditions, i.e. by clicking on the 'Agree' button (or another similar button), the Investor shall provide an official consent for the conclusion of the Loan Agreement (acceptance). The Offer shall be irrevocable and invariable. The Offer shall be valid until the end of the Auction.

1.66. The Investor who/which confirmed the Offer shall not be permitted to provide a new Offer from the amount reserved and/or transfer this amount to the Investor's other account, except in cases where upon non-initiation of the Auction, the Operator cancels the reservation of such amount.

1.67. The Operator shall cancel the reservation of the Investor's funds, in cases where (i) the Auction has not been initiated, (ii) the Borrower fails to perform the actions required for pay-out of the Loan Amount, or (iii) in other cases stipulated in the Agreement or General Terms. In this case, after the cash reservation is cancelled, the Investor shall freely dispose of the amount of funds available on such Investor's NS Pay Account that was previously reserved.

1.68. Supervising the Auction, the Operator shall have the right to unilaterally restrict the Application and/or Offer without prior notice.

6. Conclusion of the Loan Agreement

1.69. The Investor wishing to participate in the Auction must in advance create the NS Pay Account, and have funds available on his/her/its NS Pay Account. Along with the Offer, the Investor shall provide a payment order for the transfer of funds from his/her/its NS Pay Account to the Borrower's NS Pay Account. The Investor hereby shall additionally grant the right and authorisation to the Operator, if necessary, for giving the instructions to UAB „NS Pay" to reserve and/or transfer (debit) the amount specified in the Offer from the Investor's NS Pay Account to the Borrower's NS Pay Account.

1.70. In any case, by participating in the Auction, the Investor shall make payments to the Borrowers from the NS Pay Account opened in the name of that Investor. If, when participating in the Auction, the Investor makes payments from NS Pay Account which is not opened in that Investor's name, such Investor shall assume all the liability for any consequences (to the Investor, Operator and/or other persons) related to non-fulfilment of the requirement stated in this paragraph of the Agreement.

1.71. The Loan Agreement shall be concluded by means of the Auction and considered automatically concluded between the Borrower and the Investor/s who/which won the Auction as of the date of the end of the Auction. The winning Investors shall be those who/which before the expiration of a set term or moment, where the Application has been filled out at 100 percent, present their Offers faster than other Investors, under a condition that the Borrower shall be generally offered the full Loan Amount.

1.72. The Operator shall record and register all the Offers provided in the Auction in a chronological order. This procedure shall be established according to the time displayed on the Platform.

1.73. The Auction shall be organised by the principle of priority, i.e. the Auction shall be won by the Investors who/which present their Offers first. The Investor shall not be able to withdraw the Offer following its submission.

1.74. The Auction shall be considered to be non-initiated and the Loan Agreement on the basis of the Application shall not be concluded, if within 30 (thirty) calendar days of the start date of the Auction or within in a shorter period specified in the Application, there are no Offers presented that match the full amount of the Application, unless it is clearly indicated in advance that the Auction will be divided and executed in several stages until the total required Loan Amount is collected.

1.75. Upon closing of the Auction, the Platform shall send notifications to the Users regarding the results of the Auction, naming the winning Users and Offers, on the basis of which the Loan Agreements have been concluded.

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1.76. Upon closing of the Auction, the Operator shall perform the following actions: (i) attribute a unique identification number to the Loan Agreement and send it to the e-mail address of the Borrower registered in the Operator's database; (ii) obtain from the Borrower all the evidence of due provision of security for the Loan, (iii) make certain that at the time there are no known existing or potential grounds for non-performance or termination of the Loan Agreement, (iv) draw up a relevant Loan repayment schedule for the Borrower, and then (having performed these actions) shall approve debiting of the funds from the Investor's NS Pay Account and crediting them to the Borrower's NS Pay Account no later than on the following business day.

1.77. The Investor hereby confirms that the Operator shall have the right and authorisations to give the instructions to UAB „NS Pay" on behalf of the Investor to transfer (debit) the Debt Administration Fee specified in the Offer from the Investor's NS Pay Account to the Borrower's NS Pay Account from the Investor's NS Pay Account to the Operator.

1.78. Upon closing of the Auction, the Users shall have the possibility to find out in real time their Loan repayment schedule, payment status, outstanding balance and other information. The Users may be identified by indicating the User names and/or User Codes and/or real names and surnames.

7. Automatic Investment

1.79. The possibility to use the Automatic Investment Function in the Platform may be granted to Funders and using this function take part in Auctions and make Proposals automatically.

1.80. The Funders seeking to use the Automatic Investment Function confirm that they agree to the General Provisions of the Automatic Investment Agreement ("**Agreement of the Automatic Investment**") and signs them on their account in the Platform.

1.81. By using the Automatic Investment Function, in the Platform, Funders are able to set in advance criteria (e.g. the term of a loan, amount of interest, LTV, class of risk, type of the loan, type of the assurance means, etc.) they want to apply to the Offers made to respective Applications and set the Parameters of such Offers (e.g., the invested amount in one project, the total investment amount, etc.). After publishing the Application meeting the Criteria in the Platform, the Funder takes part in the Auction pursuant to the set Parameters and makes the Offer for such Application automatically.

1.82. The Offers submitted by the Funders who use the Automatic Investment Function shall be deemed equal to the Offers submitted in accordance with Clauses 1.69 – 1.78 hereto and identical rights and obligations are valid in their regard. Upon making Offers and using this functionality, the funds automatically booked and/or automatically transferred (charged) from the Loan Provider's NS Pay account are for financing a respective Application.

1.83. To no extent, the Operator makes decisions to take part in Auctions or submit Offers on behalf of the User. The use of User's Automatic Investment Function is equal to taking part in Auctions, submitting Offers, and conclusion of Loan Agreements without using this function.

1.84. Offers made by using the Automatic Investment Function are irreversible and cannot be changed. Using the Automatic Investment Function, the submitted Offer is valid until the end of the Auction.

1.85. Other provisions of the use of the Automatic Investment Function are determined in the Agreement of Automatic Investment.

8. Partial financing

1.86. Upon submitting of the Application, the User might choose to collect the total required Loan Amount in several stages. In such case upon approval of the Application by the Operator, the Auction shall be divided and executed in several parts, until the total planned Loan Amount is collected. After financing of every stage, the Operator suspends the Auction and on behalf of the Investors enters into the Loan Agreement. In later financing stages the Operator resumes the Auction and allows the Investors to invest in the remaining part of the Loan.

1.87. The Investor has a right to invest in the first and later stages of the Auction. All the Investors under the entered Loan Agreements are considered to have the status of creditors with a primary mortgage (or primary property pledge) on pledged assets specified in the Application.

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1.88. In the event the Borrower is not able to completely collect the planned Loan Amount in one of the financing stages, the remaining part thereof is relocated in the following stage (if it is not the final financing stage), and the Loan Agreement on collected Loan Amount is concluded. If the Borrower is not able to completely collect the planned Loan Amount in the final financing stage, the Loan Agreement is concluded on the amount, which was collected during the final financing stage. In this event the Auction is considered to be successfully completed and the Loan Amount collected during the final financing stage is transferred, and the Loan Agreement with the Borrower is concluded.

9. Payments under the Loan Agreement

1.89. The Borrower shall pay the Loan Amount, Interest and other fees according to the approved Loan repayment schedule and Service Rates.

1.90. The Interest on the Loan Amount shall be calculated from and including the date of disbursement of the Loan Amount to the Borrower's NS Pay Account or to such other account (or accounts) as notified by the Borrower to the Operator in writing prior to the disbursement of the Loan Amount.

1.91. The amount payable by the Borrower shall comprise the following: the Loan Amount to be repaid to the Investors, Interest, penalty charges and other payments openly published on the Platform.

1.92. The Borrower shall repay the Loan Amount and pay Interest according to the Loan repayment schedule. All the payments under the Loan Agreement shall be made by the Borrower itself.

1.93. Regardless of the requirement for the Borrower to make all the current payments by itself, the Borrower hereby grants the Operator the right and authorisation, if necessary, to give instructions (on behalf of the Borrower) to UAB „NS Pay" to transfer (debit) all the payments (amounts due) to the Lenders from the Borrower's NS Pay Account to the Lenders' NS Pay Accounts and/or transfer (debit) the Operator's fee and/or other payments (amounts) to the Operator from the Borrower's NS Pay Account. If it is necessary to take actions described in this paragraph, the Borrower undertakes to issue a separate document acceptable to UAB „NS Pay" . For the avoidance of any doubts, the possibility to give instructions (on behalf of the Borrower) to UAB „NS Pay" is the Operator's right (but not the obligation), and that does not imply that the Borrower is not obligated to make the current payments in due time and manner itself (independently).

1.94. If the funds intended for the Investor or Borrower are transferred to a different account (i.e. not to NS Pay Account), the funds transferred may be subject to the service charges set by NS Pay. Such charges may be deducted from the amount transferred to the Investor or Borrower.

1.95. The Borrower undertakes to make each payment when due (in accordance with the Loan Repayment Schedule) and not later than by 5 p.m. on the specified due date (so that the Operator could process the received payment and divide it among the Lenders).

1.96. If the Borrower does not pay the amounts payable by the Borrower in due time and manner, this shall mean that the Borrower missed the payment term, in which case the Borrower shall be obliged to pay the penalty charges and/or other fees as set forth in the present Agreement, Service Rates, Loan Agreement or other concluded agreements. The Operator shall not undertake and shall not be obligated (and will only have the right) to debit the amounts payable by the Borrower from the Borrower's NS Pay Account (as described in paragraph 8.5 of this Agreement), and failure or any delay to exercise this right of the Operator shall not release the Borrower from payment of the accrued compensatory interest and/or other amounts related to defective performance of the obligation.

1.97. The Interest income earned by the Investors by lending the funds via the Platform shall be taxed and declared in accordance with the procedure set forth in the legal acts. The Operator shall not and may not be held liable for adequate performance of obligations related to taxation of income.

1.98. The Borrower shall have the right to repay the outstanding Loan Amount and Interest under the conditions and in the procedure set forth in the General Terms after advance notification to the Operator and upon receipt of the confirmation of the amount payable.

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1.99. If the third parties attempt to make payments instead of the Borrower and the Operator is unable to properly identify these third parties, it shall be considered that the Borrower has failed to fulfil its duties and shall be obliged to pay Interest for the corresponding period and other charges for the delayed performance of financial obligations.

1.100. The Borrower may not assign its obligations to the third party without the prior written consent of the Operator.

1.101. The Operator acting as an authorised representative of the Investor/s shall have the right to unilaterally and immediately terminate the Loan Agreement and demand payment of the full Loan Amount, Interest and other delayed payments (fine and compensatory interest) indicated in the Loan Agreement and payable on the grounds set out in the legal acts, as well as fees and charges calculated based on the Service Rates, and demand compensation for sustained direct and indirect damages. In cases where the Borrower declares refusal to perform the obligations or maliciously avoids payments, and in cases where the conduct of the Borrower demonstrates any signs of deceit or fraud, the Operator may state a gross violation of the Loan Agreement on the part of the Borrower (material breach). The Operator shall send the notification by e-mail and/or registered mail and/or messenger services to the Borrower to the e-mail address and/or head office address of the Borrower indicated in the Special Terms and Conditions of the Loan Agreement regarding (i) the delayed payment, and (ii) termination of the Loan Agreement. The notification shall be considered to have been delivered in 24 (twenty-four) hours of its dispatch (if sent by e-mail) or on the third business day of dispatch (if sent by registered mail or messenger services).

10. Transfer of the Right of Recourse in the Secondary market

1.102. The Operator may create an opportunity on the Platform for Lenders to transfer their Rights of Recourse in the Secondary market. The Operator does not allow the Users to transfer their Rights of Recourse to other persons outside the Secondary Market (except as provided in this Agreement). The Borrower agrees that the Lender will be able to transfer the Rights of Recourse to another User without the prior consent of the Borrower using the Secondary Market.

1.103. Before submitting an application (offer) for the transfer of the Right of Recourse on the Secondary Market or an offer in respect of such an application (acceptance),the Users who seek to transfer their Rights of Recourse in the Secondary Market or to acquire Rights of Recourse held by other Users must agree to the general terms and conditions of the Agreement of Assignment of the Right of Recourse published on the Platform. The Operator has the right to adjust the general terms and conditions of the Agreement of Assignment of the Right of Recourse unilaterally by publishing the new version on the Platform. In such case, the new version of the General Terms and Conditions of the Agreement of Assignment of the Right of Recourse shall apply to those Assignment Transactions concluded on the Secondary Market after the publication and entry into force of this new version of the General Terms and Conditions of the Agreement of Assignment of the Right of Recourse.

1.104. In order to transfer the Right of Recourse to a specific Borrower, the User may select the available Right of Recourse to be transferred on the Platform and form an application (offer) for the transfer of the Right of Recourse in respect of it. The formed application (offer) for the transfer of the Right of Recourse is then published in Platform (Secondary market).

1.105. The User specifies the price for specific Right of Recourse to be transferred in Secondary market in application for the transfer of the Right of Recourse. This price may be higher or lower than or equal to the nominal value of the Right of Recourse. The Operator has to restrict the limits of pricing of the Right of Recourse transferred on the Secondary Market at its own discretion (i.e., to provide the maximum and minimum possible price ranges, within the scope of which the User may set the transfer price of the Right of Recourse).

1.106. The other information on the transferable Rights of Recourse and / or the Loan Agreement (from which the transferable Right of Recourse arises) may be specified in application (offer) for the transfer of the Right of Recourse with transfer price. Before the purchase of transferred Right of Recourse in the Secondary market, the Users of the Platform also have access to information about such Right of Recourse, Borrower related to it and its respective project (for the financing of which the respective Loan Agreement has been concluded). The User

purchasing the transferable Right of Recourse in the Secondary Market shall get acquainted with all the information about the Claim published on the Platform on its own initiative, assess it and make a decision to acquire the Right of Recourse transferable on the Secondary Market at its own risk. Neither the User who has transferred the Right of Recourse on the Platform in the Secondary Market nor the Operator shall be liable to the User who has acquired the Right of Recourse in the Secondary Market for the Borrower's default and / or improper performance of its debt obligations.

1.107. The Operator shall charge the transferor of the Rights of Recourse a fee for the transfer of the Rights of Recourse (in the Secondary Market) calculated from the nominal value of the Right of Recourse. The Users can be acquainted with the amount of this fee and the calculation procedure in the Service Fees published on the Platform. The assignor of the Right of Recourse must pay this fee at the time of the transfer of the Right of Recourse in the Secondary Market (the Operator has the right to deduct this fee from the price of Right of Recourse transferable received by the assignor of the Right of Recourse).

1.108. Platform Users may see other User's applications (offers) for transfer of the Rights of Recourse published in the Secondary market and may submit proposals (acceptances) in respect of applications for transfer of these Rights of Recourse.

1.109. The application (offer) for transfer of the Rights of Recourse published in the User's Platform shall be considered as a binding offer to transfer the provided Right of Recourse on the Secondary Market at the specified price and the proposal (acceptance) submitted by User to acquire the Right of Recourse shall be deemed to be a binding acceptance to acquire the Right of Recourse transferable on the Secondary Market at the specified price. If the offer and acceptance provided in the Platform coincide, it is considered that Users concluded an Agreement of Assignment of the Right of Recourse in Platform (Secondary Market). General conditions of Agreement of Assignment of the Right of Recourse are published in a Platform.

1.110. The Users shall pay for the Rights of Recourse acquired in the Secondary Market by transferring funds from NS Pay account of the User acquiring the Rights of Recourse to the NS Pay account of the User transferring the Rights of Recourse. After making the payment and transferring the funds to NS Pay account of User who transferred the Rights of Recourse, the Rights of Recourse shall be considered transferred (the moment of transfer of the Right of Recourse). The User who acquires the Right of Recourse must have sufficient funds in his/her personal NS Pay account to pay the purchase price of the Right of Recourse.

1.111. The operator has the right to deny the User who does not have NS Pay account opened in his/her name and related to Platform to transfer and (or) acquire the Right of Recourse in Secondary Market.

1.112. The User who acquired the Right of Recourse in the Secondary Market becomes a party to the legal relationship of the respective Loan Agreement (from which the Right of Recourse arises) and acquires all rights and obligations of the previous User who transferred the Right of Recourse. The User who acquired the Right of Recourse in the Secondary Market shall also acquire all collaterals related to it.

1.113. The Borrowers are informed that the Rights of Recourse arising from the Loan Agreements concluded by them may be transferred to other Users in the Secondary Market. The fact of transfer of the Rights of Recourse in the Secondary Market does not in any way affect the obligations assumed by the Borrower under the Loan Agreement, the fulfilment of these obligations, the method of and (or) the procedure of fulfilment.

1.114. In certain cases, the Operator reserves the right to prevent Users from transferring (and) or acquiring Claim Rights on the Secondary Market in its sole discretion. Such cases may include situations where the transferor and (or) transferee of the Rights of Recourse does not properly comply with the requirements for the prevention of money laundering and terrorist financing (for instance, it does not provide the Operator with requested information or documents), when the activities of such Users pose a risk of money laundering and (or) terrorist financing, such Users do not comply with the agreements concluded with the Operator or other Users on the Platform, as well as in other cases of the Operator, when, in the opinion of the Operator, there is a risk of illegal action, non-compliance with the contract, fraud or other risks.

1.115. The application (offer) for transfer of the Right of Recourse may be published in Secondary Market no more than 14 calendar days (starting from the date of publication in Secondary Market). After the end of this period, the application (offer) for transfer of the Right of Recourse is cancelled and the User must publish the application (offer) for transfer of the Right of Recourse in Secondary Market again.

1.116. If, after having published the application (offer) for transfer of the Right of Recourse in Secondary Market, the material circumstances related to the intended transfer of the Right of Recourse change substantially (for instance, the Borrower repays the Loan amount in advance; the nominal amount of the Right of Recourse decreases; Loan Agreement is terminated, etc.) prior to its acceptance (prior to conclusion of Agreement of Assignment of the Right of Recourse), Operator has the right to withdraw such application (offer) for transfer of the Right of Recourse published on the Secondary Market. In such case, the User who wishes to transfer the Right of Recourse in Secondary Market must publish the application (offer) for transfer of the Right of Recourse in Secondary Market again.

1.117. The Secondary Market is an additional functionality of the Platform and the Operator seeks to ensure the smooth operation of it. Although, the Operator is not and cannot in any way and to any extent be liable to the Users for the disruption or temporary suspension of the Secondary Market (as additional functionality of Platform) activity (for instance, to improve this functionality), if User will not be able to transfer (or acquire) Rights of Recourse for some time.

11.   Investment transfer

1.118. The Operator may provide the Lenders with the opportunity to transfer the Investment on the Platform. During the Investment transfer, the Lender may transfer the Repayable Amount of the Borrower under the previous Loan Agreement (i.e., use it as a new investment) to a new Loan Agreement concluded for refinancing by the same Borrower.

1.119. Investment transfer is performed according to the following procedure:

1.119.1.   The Borrower shall coordinate the Refinancing Application with the Operator and submit it on the Platform in accordance with the procedure provided for in this Agreement. It aims to conclude a new refinancing Loan Agreement, under which the borrowed funds will be used to refinance the previous Loan Agreement. Lenders who have entered into a previous Loan Agreement with the Borrower may be given the opportunity to make an Investment Transfer, i.e., to use these Repayable amounts to Lenders under the previous Loan Agreement in submitting the offer (acceptance) for new refinancing application.

1.119.2.   If the Lender selects the investment transfer, the amount of money committed by the Lender to lend (according to Item 5.19 of Agreement) becomes equal to the amount to be repaid under the previous Loan Agreement (to be refinanced). Accordingly, the funds are not reserved in NS Pay accounts of Lenders in accordance with Item of Agreement.

1.119.3.   After the end of the refinancing Auction and the collection of the full amount of the Loan, the refinancing Loan Agreement is concluded. In this case, the Lenders who have entered into this new refinancing agreement and benefited from the transfer of the Investment, shall undertake to lend to the Borrower the Repayable amounts due to them (arising from the previous loan agreement to be refinanced). After the Operator approves the payment of this newly collected refinancing Loan amount (or its part) to NS Pay account of the Lender, the Borrower's obligation to pay the Repayable amounts under the refinanced previous Loan Agreement shall be deemed terminated in respect of the Lenders who have made the transfer of the Investment. These Repayable amounts are transferred to new refinancing Loan (as newly lent amounts) and the Borrower shall calculate the Interest on these transferred Repayable amounts and make other payments specified in the new Refinancing Loan Agreement and its Loan Repayment Schedule.

1.119.4.   If the refinancing Auction is completed without collecting the full amount of the refinancing Loan, new refinancing Loan Agreement is not concluded. Also, in cases when the full amount of the refinancing Loan is collected in the refinancing Auction, however, in accordance with the provisions of this Agreement and (or) the Loan

Agreement, the collected amount of the Loan cannot be paid to the Borrower, the refinancing Loan Agreement shall be deemed terminated on the grounds provided therein. In both cases, it is considered that the Lenders seeking to make the Investment Transfer failed to do it (i.e., the Investment Transfer was not completed to them) and the Borrower shall continue to fulfil its obligations to them under the terms and procedure of previous Loan Agreement (that was sought to be refinanced).

1.120. The Lender may be informed that it is planned to refinance its previously concluded Loan Agreement and that the Lender will be given the opportunity to complete the Investment Transfer in Platform and (or) by email specified by the Lender. In order to make the Investment transfer, the Lender will have to select its investment in Platform account and choose the Investment Transfer option for this investment.

1.121. After the selection of Investment transfer by Lender, successful completion of the refinancing Auction, conclusion of new refinancing Loan Agreement and payment of the Refinancing Loan (its part) by the Borrower according to Loan Agreement, the Borrower's obligations to such Lender under the previous (refinanced) Loan Agreement shall terminate. Accordingly, the Repayable Amount due to such Lender under the previous (to be refinanced) Loan Agreement becomes the amount newly lent to the Borrower under the newly concluded refinancing Loan Agreement. Accordingly, the Borrower's obligations to such Lender under the previous (refinanced) Loan Agreement shall terminate.

1.122. The Operator shall make the final decision regarding possibility of Investment Transfer functionality in case of specific refinancing Auction.

12. Platform payment system

1.123. The Platform shall manage all the payments and receipts via the NS Pay platform managed by UAB „NS Pay", where each User must open a NS Pay Account. The funds shall be paid from one NS Pay Account of the User and to another User's NS Pay Account (e.g. from the Lender's NS Pay Account to the Borrower's NS Pay Account, or where the Borrower is repaying the funds, from the Borrower's NS Pay Account to the Investor's NS Pay Account). The funds shall be credited to the Operator's account only in cases where the funds belong to the Operator, i.e. the Operator's fee and other charges.

1.124. The Operator shall not be the manager of the funds of the Investor and/or Borrower. The Operator shall only act as an intermediary which is responsible for the technical performance (administration) of the Users' functional instructions and their mutually concluded Loan Agreements, and not for the adoption of the specific decisions.

1.125. The Operator shall not be held responsible for the losses incurred by the User, which resulted due to inadequate decision-making on the part of the User and/or incorrect information provided by the Borrower and/or in cases where the User has disclosed and/or lost the unique login information granting access to the Platform, and/or in the event of damages to the system due to the activities of the third party not related to the Operator, the functional crediting and/or debiting operations have been inadequately performed.

1.126. The Operator shall not be granted the proprietary rights to the funds available in the User's NS Pay Account, and which are not subject to legal obligations under the valid Loan Agreements and the present Agreement.

1.127. All transactions made in the User's NS Pay Account shall be registered in the User's Account and the NS Pay system.

1.128. The User shall be obliged to immediately inform the Operator about the funds credited to or transferred (or debited) from the NS Pay Account in error. Where there are insufficient funds available on the NS Pay Account in order to debit the amounts credited in error, the User shall be obliged to return the erroneously credited funds to the NS Pay Account within 5 (five) business days of the request of the Operator. If the User fails, within 5 (five) business days, to repay the funds credited to the User's NS Pay Account in error, the Operator shall retain the right to unilaterally debit this amount from the User's NS Pay Account.

1.129. After the Borrowers and/or Investors have made payments, in some cases they also need to be approved (administered) by the Operator. Therefore, it is highly important that the Users make all the payments on time, by the day and hour specified in payment schedules. In

exceptional cases (e.g. when a particularly large number of payments is received at the same time or IT systems malfunction), crediting of funds into accounts of Investors and/or Borrowers may be slightly delayed.

13. Indebtedness of the User

1.130. The Borrower shall be obliged to perform its obligations under the Loan Agreement in a due and timely manner. The Borrower shall be obliged to additionally pay the penalty charges provided for in the Loan Agreement applicable for the violations thereof, and the fees and charges indicated in the Service Rates.

1.131. The Borrower delaying any payments shall be informed of it by e-mail and/or an SMS message. Failure to inform shall not release the Borrower from full discharge of all obligations.

1.132. The Operator shall not be responsible for the User's non-performance of obligations, including late payments of the Borrower or the Investor.

1.133. The Loan Agreement may be terminated by the unilateral decision of the Operator in cases prescribed by the General Terms of the Loan Agreement and the present Agreement.

1.134. The inability of the Borrower to transfer the funds in due time according to the Loan repayment schedule shall mean that the Borrower shall be obliged to make the following additional payments:

1.134.1. the default interest of the delayed Loan Amount and the Compensatory Interest for each day of delay, which shall be owned by the Lenders, as of the first day of delay of the payment;

1.134.2. if the Borrower concluded more than one Loan Agreement on the Platform, while the funds available on the Borrower's NS Pay Account are not sufficient to cover all the amounts payable under the Loan Agreements to the Investors, the lenders' obligations shall be satisfied proportionally to the amounts of the loan provided by the Investors;

1.134.3. the Late Repayment Fee specified in the Service Rates.

1.135. The Investor and the Borrower hereby agree and confirm that the Operator may at its own discretion either: (i) subrogate itself to the Rights of Recourse of the Investor/s in the cases set forth in the present Agreement and the Loan Agreement (hereinafter - Automatic subrogation to the Right of Recourse), or (ii) act as the Investors' representative imposing recovery under the Loan Agreement, exercising all the rights granted to the Operator under the Law on Crowdfunding of the Republic of Lithuania and/or other legal acts, and ensure performance of the Loan Agreement and debt recovery when necessary. For these purposes, the Operator shall also be delegated to perform all actions required for due representation of the Investors' interests and administration of debt repayment. Automatic subrogation to the Right of Recourse (with the right of transfer to the third party) shall occur following notification sent by the Operator to the Borrower to the e-mail address and/or by registered mail and/or messenger services to the head office address of the Borrower indicated in the Platform database regarding termination of the Loan Agreement and subrogation to the Right of Recourse. The automatic subrogation to the Right of Recourse shall be performed by using the deferred payment, which means that the Operator will pay to the Investor the price for taking over the Right of Recourse equal to the funds recovered from the Borrower, less the charges specified in the Service Rates, on the Platform (including the User's Account), and separate agreements concluded between the Operator and Investor via the Platform, no later than within 30 calendar days from recovery of the funds. The Borrower hereby confirms that the Lender's entity does not have any essential significance to the Borrower. In all cases of the Operator's subrogation to the Rights of Recourse, all the performance guarantees shall also be transferred, including but not limited to the right to mortgage and (or) pledge.

1.136. The Operator shall have the right to transfer the recovery from the Borrower to the debt collection companies selected by the Operator, and in this case, the Borrower shall be obliged to compensate the applicable recovery fee and/or bear all other expenses incurred by the Operator or the debt collection company in relation to such subrogation.

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1.137. Upon Automatic subrogation to the Right of Recourse, the Operator shall act as a reasonable creditor and make all efforts to recover the debt, however, the Operator shall be liable to the Investor neither individually, nor jointly or subsidiary with the Borrower for recovery of the debt and amount it will succeed to recover. The Investor hereby agrees and confirms the above, and acknowledges its understanding and awareness of the assumed risks of lending.

1.138. Acting as the representative of the Investors (i.e. creditors), the Operator shall have all the rights and duties provided for in the Law on Crowdfunding of the Republic of Lithuania, the Civil Code of the Republic of Lithuania and other legal acts, and for these purposes it shall not be required to conclude a separate authorisation or another document of an equivalent content.

1.139. The Borrower shall have the right to contact the Operator in writing and the latter shall be entitled to adjust the Loan repayment schedule in the cases and procedure provided for in the Loan Agreement.

1.140. Upon receipt of the funds from the Borrower, the obligations of the latter in relation to the delayed payments shall be debited in the following sequence:

1.140.1. First - payments due to the Operator according to the Service Fees approved by the Operator and agreements concluded between the Operator and the Borrower (if several fees are payable to the Operator, the sequence of their payment shall be at the discretion of the Operator);

1.140.2. Second - compensatory interest and/or penalties due to the Investors;

1.140.3. Third - Interest doe to the Investors;

1.140.4. Fourth - the Loan amount granted by the Investors;

1.140.5. In cases where the obligation was transferred as an enforced recovery, first to be compensated shall be the expenses incurred by the Operator in related to such recovery (expenses on the executive endorsement, order for payment (writ of execution), correspondence, payments for debt recovery services, stamp duty, court expenses, etc.).

1.141. The Investor shall pay to the Operator the Debt Administration Fee, which is equal to 0.2% of the amount the due date of which has been missed under the Loan repayment schedule. The Debt Administration Fee shall be paid for every due calendar day indicated in the Loan repayment schedule until the Borrower fully settles up with the Investors.

1.142. The Debt Administration Fee shall be paid only upon recovery of compensatory interest (or part thereof) from the Borrower under the Loan Agreement (including when the Borrower pays the compensatory interest (or part thereof) after receipt of request from the Operator and in other cases).

1.143. The Debt Administration Fee shall be paid at the moment of distribution of compensatory interest under the Loan Agreement. Under this Agreement, the Investor grants the right and authorisation to the Operator to submit the order to UAB „NS Pay", on behalf of the Investor to transfer Debt Administration Fee to the Operator. After payment of the Debt Administration Fee, the invoice with applied amount of Debt Administration Fee and confirmation on its payment is placed in the Investor's Account. The Investor hereby grants the Operator the right and authorisation to submit the order to UAB „NS Pay" on behalf of the Investor to transfer (deduct) Debt Administration Fee from the Investor's NS Pay Account to the Operator.

1.144. Each time when the Borrower delays to make a current payment in due time and manner, the one-off Late Repayment Fee shall be payable to the Operator.

14. Pricing

1.145. The fees charged by the financial institutions chosen by the User for transfer of funds between the User's bank account and the User's NS Pay Account shall be borne by the User.

1.146. Fees for verification of the Borrower, its members, management and property shall be applicable to the Borrower according to the Service Rates valid at the time.

1.147. The Borrower shall pay the fees charged due to payment delays of the Loan Amount as specified in the terms and conditions of the present Agreement and the Loan Agreement.

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1.148. All fees and costs payable by the User shall be available on the Platform (including the User's Account) in the Services Rates and other charges valid at the time as well as separate agreements concluded between the Operator and User. The User shall agree with this procedure for establishment of the amount of penalty charges, and hereby agrees that it shall be compared to a written agreement between the User and the Operator.

1.149. The Borrower shall pay to the Operator a one-off Operator's Fee.

1.150. If the payment day of the loan repayment instalments and other payments due by the Borrower falls on the official day off or public holiday, the payment day shall be considered to be the following business day.

1.151. The Operator shall have the right to organise, at its own initiative, various additional campaigns to promote the Users' more active involvement in crowdfunding activities on the Platform. Conditions and procedure of such potential campaigns shall be unilaterally defined by the Operator. The Users will be informed of the active campaigns on the Platform and/or by the e-mail address submitted by the Users.

15. Limitation of the Operator's liability

1.152. The Operator shall not be held responsible for the following:

1.152.1. correctness and validity of data provided by the User to the Operator and other Users, and the information added to the Platform content by the Users;
1.152.2. actions and/or omissions of UAB „NS Pay", the administrator of the Users' Accounts;
1.152.3. unlawful conduct on behalf of the User and performance of obligations under the Agreement and/or Loan Agreement;
1.152.4. validity and lawfulness of the Loan Agreements and other transactions concluded on the Platform;
1.152.5. any losses, if such were incurred due to the force majeure circumstances, including those resulting from the actions of the third parties, malfunctioning of transmission of communication messages, exchange of electronic data and payment systems, or other circumstances beyond the control of the Operator.

1.153. The Users shall conclude the Loan Agreements on the Platform directly with other Users by their own will and at their own risk, and act as the party to the agreements.

1.154. The Operator shall be the party to the Loan Agreement in accordance with its terms and conditions, i.e. shall not be responsible for lending and repayments, but authorised to perform only the specific functions provided for in the Loan Agreement and the present Agreement.

1.155. The Users shall assume the risk and liability by using the agreement templates provided on the Platform, and must inform the Operator, without delay, of any inaccuracies or inconsistencies they have identified.

1.156. The Operator shall not be held responsible for the obligations which might arise to the Borrower and/or Investor in accordance with the legal acts in force when concluding the Loan Agreement via the Platform and/or during its performance.

16. Insolvency of the Operator

1.157. Upon initiation of the Operator's bankruptcy or restructuring proceedings, all Auctions shall be suspended and no new Loan Agreements shall be concluded.

1.158. All information necessary for the due performance of the valid Loan Agreements, ensuring continuity of the pending recovery and other activities required to guarantee proper legal relations shall be made available to the bankruptcy or restructuring administrator or another authorised person.

1.159. The bankruptcy of the Operator shall not have any influence on the Loan Agreements concluded between the Users, and they shall continue to be effective. The recovery under the Operator's liabilities may not be directed towards the Loan Amounts.

17. Personal data of the User

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1.160. The Operator shall process the personal data concerning the User for the purposes and on the grounds stated in the Platform Privacy Policy.

1.161. By entering into this Agreement, the User shall also grant the right to the Operator to process the User's personal data for the purposes and in the scope specified in the Agreement and the User's Loan Agreement, as well as on the grounds and in the manner provided for in the legal acts. If necessary, the Operator may request such written consent to be also provided by the User's managers and/or members. The rules applicable to the processing of personal data of these individuals shall be the same as those applicable to the User.

1.162. The User hereby guarantees that all the data provided to the Operator during the use of services rendered by the latter are correct.

1.163. The User who/which provided misleading information shall be liable for the damages incurred by the Operator and/or other Users due to this information, including the cases were the Users conclude an agreement with the User having provided such misleading information on the basis of the assumption that this information is accurate.

1.164. The Borrower shall be obliged to provide information requested by the Operator, which is necessary for the establishment of the Borrower's financial position and/or determination of the value of the guarantee of performance and/or carrying out of the Operator's functions and/or proper compliance with the requirements for prevention of money laundering and terrorist financing.

1.165. The User is aware and understands that the Loan Agreement is concluded between the Borrower/s and the Investor/s. Pursuant to this provision, the Investor/s shall be able to see the Borrowers' name and entity registration numbers, and the Borrower/s shall be able to see the Investors' names, surnames and/or corporate names, as well as the registration number or personal ID number. The Users shall agree and not object that these data are accessible to the parties to the Loan Agreement.

1.166. The User shall be obliged not to disclose, without a prior written consent of the Operator, to any third parties (except for: (i) professional advisers being subject to the professional secrecy requirement under legal acts; (ii) the cases stated in the legal acts) any information received during performance of the Loan Agreement, including the information pertaining to the other party to the Loan Agreement, such as name, surname, personal ID number, sum of the Loan Amount, Interest rate, term of the Loan Agreement, amounts transferred by a certain Investor, committed violations of the Loan Agreement, schedule for repayment of the Loan Amount, ongoing enforced recovery, etc. The person who violates this confidentiality obligation shall be obliged to pay to the aggrieved party a fine in the amount of 15 (fifteen) percent of the Loan Amount and to pay a fine to the Operator in the amount of 15 (fifteen) percent of the borrowed / lent amount of the loan (which the Parties shall consider the minimum damages of the Operator and the User/s) and to compensate for all direct and indirect damages, if such have not been covered by the fine.

1.167. The Investor and the Borrower shall not have the right to use the information specified in Clause 16 of this Agreement in order to meet their other needs, including but not limited to the purposes of obtaining the deferment of a certain share of the Loan or early repayment, proposing other services, etc.

18. Final provisions

1.168. The Parties hereby agree that the Operator shall participate in the present Agreement and the Loan Agreement not as a party to the loan obligation, but as an entity performing the administration of the Platform and/or functions of administration of the Loan Agreement.

1.169. The Operator shall have the right to unilaterally modify the present Agreement (also including the published Service Rates), and announce the changes on the Platform. In the event of material change of the Agreement, the Operator shall inform every User about the occurred modification to its provided e-mail address. The User shall have a right to disagree to material change and terminate this Agreement by notifying the Operator separately via e-mail. Such termination does not have any legal effect on User's rights and obligations under this Agreement with respect to such Loan Agreements which were concluded before termination of this Agreement. The modifications to the Agreement shall come into effect on the date of their publication on the Platform or after the term indicated in the e-mail and be binding to all the Users who use the Platform and all transactions concluded via the Platform. The Operator shall have a right to unilaterally decide on every given case whether the respective modification is material.

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1.170. The User may terminate this Agreement by e-mail at any time when his/her obligations towards other Users and Operator arising from the Loan Agreements concluded on the Platform have been discharged in full and he/she has no intention to continue using the Platform.

1.171. The Operator may terminate the Agreement at any time by sending a notification to the User's Account if the User commits a material breach of this Agreement and/or in other cases where such termination is necessary (without the User's fault). In this case, the Operator may restrict the User's ability to use the Platform.

1.172. The Agreement shall come into force at the moment it has been electronically confirmed by the User by selecting the respective field on the Platform, and shall be valid together with all modifications and supplementations thereto until the full discharge of obligations under the Loan Agreement and/or while the User is using the Platform.

1.173. The present Agreement and the Loan Agreement shall be governed by and interpreted in accordance the legal acts of the Republic of Lithuania.

1.174. All disputes, disagreements or claims arising between the Users and between the Users and the Operator shall be examined in the procedure set forth in the legal acts of the Republic of Lithuania by the District Court of Vilnius City or the Vilnius Regional Court, depending on the nature of the dispute.

Last updated on 10th of February, 2022.