

## **GENERAL PROVISIONS OF THE AUTOMATIC INVESTMENT AGREEMENT**

### **I. GENERAL PROVISIONS**

1. These General Provisions of the Automatic Investment Agreement (hereinafter—**Agreement**) governs the procedure of use and conditions of the Automatic Investment Function offered in the Platform, as well as the rights and obligations of the Users who use the Automatic Investment Function.
2. Using the Automatic Investment Function present in the Platform, a User acknowledges and confirms that they have thoroughly read the Agreement, understood the content and consequences of every provision, they have not been persuaded or affected otherwise to conclude this document as a legally binding document.
3. This Agreement is concluded between the Operator and the User.

### **II. DEFINITIONS**

4. The definitions in the title case used in this Agreement have the following predefined meaning:
  - 4.1. **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 automatically finance the Applications of Loan Recipients submitted in the Platform on the basis of such choice.
  - 4.2. **An Application** is a binding public proposal submitted by the Loan Recipient in the Platform to conclude the Loan Agreement.
  - 4.3. **A Criteria** is the Criteria related to the project and set out by the User in the Platform while using the Automatic Investment Function which decide which Proposals automatically will be submitted for the Applications meeting these Criteria (e.g., the term of the Loan, amount of the interest, LTV, class of risk, type of loan, type of the assurance means, etc.)
  - 4.4. **Parameters** are the conditions of use of Automatic Investment Function determined by the User (e.g. the amount invested in one project, total amount of investment, etc.).
5. Other definitions used in this Agreement are comprehended to the extent as they are defined in the Agreement on the Use of Platform Nordstreet (hereinafter—**Provisions of Use**), in the General Provisions of Loan Agreement (hereinafter—**Loan Agreement**) and another website of the Platform at [www.nordstreet.com](http://www.nordstreet.com), published documents, and the agreements concluded between the Operator and the User unless governed otherwise by this Agreement.

### **III. USER'S CONFIRMATIONS AND OBLIGATIONS**

6. By signing this agreement, the User confirms that:
  - 6.1. they read the provisions herein,
  - 6.2. they choose to use the Automatic Investment Function in the Platform at their will and use this function to make Proposals automatically in the Platform to the submitted Applications according to the predetermined Criteria by the User;

- 6.3. comprehends, accepts the risk, and is liable for the use of Automatic Investment Function, selection of Criteria and Parameters, and the risk of insolvency of the Applications which they invest to and possible failure of fulfilling the obligations.
7. The User, by using the Automatic Investment Function, undertakes to comply with the Provisions of Use and the Provisions of Loan Agreement.

#### **IV. AUTOMATIC INVESTMENT FUNCTION**

8. The User, upon signing the Agreement, is able to use the Automatic Investment Function offered in the Platform. By using this function, the User themselves chooses and determines the operation Parameters and Criteria of the Automatic Investment Function, according to which the User seeks automatically take part in Auctions and make Proposals. Upon making Proposals and using the Automatic Investment Function, the funds automatically booked and/or automatically charged from the Loan Provider's Paysera account are for financing a respective Application.
9. The User can cancel and change the set Parameters and Criteria any time by logging to their User's account in the Platform. The changes made by the User shall be applied in regards of Proposals made after the date of changes.
10. Proposals made by using the Automatic Investment Function are irreversible and cannot be changed. Using the Automatic Investment Function, the submitted Proposal is valid until the end of the Auction.
11. Upon the User choosing projects which they intend to invest which meet the Criteria and setting the investment Parameters by using the Automatic Investment Function, the User submits the Proposals automatically if the Application meeting the Criteria set by the User is published in the Platform. In that case, Users acquire the priority right to invest in the Applications since their Proposals may be formed and submitted immediately after submitting the Application.
12. The sequence of submitted Applications, when using the Automatic Investment Function, is determined by the date of the Criteria set by the User and the approval (creation) of Parameters.
13. The Operator may set the minimum number of mandatory Criteria in the Platform which the User must select when using the Automatic Investment Function.
14. To no extent, the Operator makes decisions to take part in Auctions or submit Proposals on behalf of the User. The use of User's Automatic Investment Function is equal to taking part in Auctions, submitting Proposals, and conclusion of Loan Agreements while not using this function, however, the opportunity to use the Automatic Investment Function grants the possibility to acquire the priority right to Users to finance Applications immediately after their publication on the Platform.
15. To no extent, the Operator undertakes to constantly manage the operation of the Automatic Investment Function and is not liable for its malfunctions. The Operator also reserves the right to update, change, and/or supplement the Automatic Investment Function at any time according to the available Criteria and Parameters which enable selecting the function.

## **V. FINAL PROVISIONS**

16. The jurisdiction of the Republic of Lithuania is applied to the Agreement.
17. Every dispute, disagreement, or claim arising between Users and Operator is analysed in accordance with the laws of the Republic of Lithuania in the District Court of Vilnius City or Vilnius Regional Court depending on the type of the dispute.