

UAB "NORDSTREET" DEBT RECOVERY POLICY

What Does this Policy Regulate?

1. This UAB "Nordstreet", legal entity's code: 304565690, registered office address: 19 Naugarduko Str., Vilnius, Republic of Lithuania ("**Operator**"), Asset Recovery Policy ("**Policy**") shall determine means and procedures meant for the implementation of debt recovery in those cases when the Project Owner infringes the conditions of the Loan Contract.
2. The Operator's manager or their appointed responsible person shall be responsible for the implementation of this Policy.

What Do the Notions Used in this Policy Mean?

If the context does not require otherwise, the notions starting from capital letters shall have the below-indicated meanings:

- 1.1. **Operator** - UAB "Nordstreet", legal entity's code: 304565690, registered head office address: 19 Naugarduko Str., Vilnius, Republic of Lithuania;
- 1.2. **Financier** - Operator's client, who via the Platform being administrated by the Operator invests towards the Project announced on the Platform;
- 1.3. **Loan Contract** - contract concluded between the Project Owner and Financier via the Platform, on the basis of which the Financier finances the Project and provides crowd funds to the Project Owner, and the Project Owner assumes an obligation to return the received crowd funds together with interest and other applicable taxes within the contractual term;
- 1.4. **Platform** – information system being administrated by the Operator (www.nordstreet.com), by using which, the crowd funding is performed;
- 1.5. **Project** - prepared and published on the Operator's Platform Project meant for the granting of business, vocational, science, research and other needs, save for consuming, for the implementation of which the Project Owner intends to attract crowd funding from the Financiers;
- 1.6. **Project Owner** - person initiating the Project, which the Operator announces on the Platform being administrated by him.
- 1.7. **Policy** - this document.

When is the Loan Contract Terminated and Recovery of Project Owner's Debts Initiated?

If the Project Owner does not pay the contractual sum within the period indicated in the Loan Contract and does not rectify this infringement within 14 calendar days (or within another period indicated by the Operator) from the day when the Operator submits a written announcement about the obligation infringement or after infringing other essential contractual conditions, the Operator shall have the right to terminate the Loan Contract and demand that the Project Owner would promptly pay all of the non-returned debt sum, interest and all other sums payable in accordance to the Loan Contract.

After the termination of the Loan Contract, the Operator shall start the debt recovery from the Project Owner. In order to perform debt recovery procedures, the Operator may invoke an external jurist or debt recovery expert having the proper competence and experience in debt recovery field.

What Are the Possible Recovery Procedures of Project Owner's Debts and How Long Do They Last?

After terminating the Loan Contract, the Operator may take-up a couple of alternative ways for recovering the debts of the Project Owner. Respective ways and their preliminary duration shall be discussed further

in this Policy.

Agreement with Project Owner Regarding Debt Coverage

After the termination of the Loan Contract, the Operator or responsible person appointed by them (e.g., external jurist, debt recovery specialist) within 2 workdays after the aforementioned termination may contact the Project Owner and discuss the possibilities to cover the Project Owner's debts. The Operator shall take-up such actions in order in the context of time and possible costs to as effectively as possible determine the financial capabilities of the Project Owner to expediently and without infringing the interests of Financiers cover their debts in accordance to the terminated Loan Contract.

If the Operator and Project Owner does not reach common and optimal mutual agreement regarding the coverage of Project Owner's debts, which would fit the interests of Financiers the best, the Operator shall take-up other compulsory debt collection actions.

Recovery of Project Owner's Debts by Using the Collateral Measures Provided by Them

If the Project Owner in order to ensure their obligations stemming from the Loan Contract pledged their movable or immovable property, the Operator shall perform these actions:

- 1.1. Promptly address the notary regarding the performance of execution record in accordance to the collateral measure submitted by the Project Owner (pledge or mortgage contract);
- 1.2. Notary, after receiving the Operator's request regarding the performance of execution letter, checks whether such request is substantiated and based on the basis indicated in the laws or Loan Contract;
- 1.3. After checking the above-indicated data, the notary prior to performing the execution record forwards an announcement to the Project Owner with a proposal to pay the debt to the Operator no later than within 20 (twenty) days from the day of forwarding the announcement to the Project Owner and to inform the notary about the execution of obligation in writing;
- 1.4. If the Project Owner within the determined 20 (twenty) day period does not cover their debts in accordance to the Loan Contract, the notary performs the execution record;
- 1.5. After receiving the execution record from the notary, the Operator promptly addresses the bailiff, who initiates the recovery of property pledged by the Project Owner for the benefit of Operator.

Attention should be paid that in essence analogous procedure shall be performed in those cases when the Project Owner in order to ensure the Loan Contract provided other collateral mean - e.g., bill of exchange.

Judicial Recovery of Project Owner's Debts

If the value of the Project Owner's property, which was pledged for the benefit of the Operator, is not sufficient to cover the Project Owner's obligations in accordance to the Loan Contract or the Project Owner did not pledge the property in order to ensure the Loan Contract, the Operator shall address the court regarding the award of the debt. The Operator or their chosen service provider shall prepare a lawsuit demanding to award from the Project Owner all of the debts stemming from the Loan Contract as it is allowed by the applicable statutes of law and the current case-law.

When addressing the court the Operator shall also submit a request to apply interim measures and seize the property belonging to the Project Owner. It is to note that the court shall solve the issue of applying the interim measures within 3 workdays. After receiving a positive decision of the court regarding the application of interim measures, the Operator shall promptly address the bailiff regarding the seizure of property belonging to the Project Owner.

In those cases when the third person vouched for the obligations of the Project Owner in accordance to the Loan Contract, the Operator shall perform the above-indicated actions (i.e., preparation and submission of

the lawsuit to the court and the submission of the request to apply interim measures) in regards to the respective guarantor.

When the court adopts a favorable decision regarding the awarding of Project Owner's debts, the Operator shall promptly address the notary regarding the issuance of executive document. After receiving the executive document from the court, the Operator shall promptly submit it to the bailiff for execution, who in accordance to the compulsory procedure shall direct the recovery to the property of the debtor (as well as the guarantor, when it is applicable).

Recovery of Project Owner's Debts in the Event of Bankruptcy or Restructuring of the Project Owner

If the bankruptcy or restructuring case is raised against the Project Owner, the Operator shall prepare the creditorial demand and submit it to the Project Owner's insolvency administrator.

How Does the Operator Ensure the Interests of Financiers?

When representing the Financiers in the debt recovery process of the Project Owner the Operator shall exert maximum endeavors and intend to maximally ensure the best interests of Financiers.

If the Operator uses external services provider (e.g., jurist, debt recovery specialist etc.). For the recovery of Project Owner's Debts the Operator shall ensure that all of the debt recovery actions being performed by external services provider would be coordinated with the Operator and would ensure the maximum protection of the interests of Financiers.

All of the Project Owner's debt recovery actions being discussed in this Policy shall be performed by having regard to the financial situation of each Project Owner and respectively they may be amended and/or corrected.