

## **GENERAL TERMS AND CONDITIONS OF THE AGREEMENT ON TRANSFER OF THE RIGHTS OF RECOURSE**

The following General Terms and Conditions of the Agreement on Transfer of the Rights of Recourse (hereinafter – **Agreement**) regulates the procedure and conditions for the transfer of the Right of Recourse on the Secondary Market of the Platform and rights and obligations of Users who transfer and (or) purchase the Rights of Recourse.

Upon using the Secondary Market in a Platform and (or) services of Secondary Market and visiting the Platform, the User acknowledges and confirms that he / she has read the present Agreement in detail, understood the content and consequences of each provision and made it a legally binding document without being forced, persuaded or otherwise affected.

The present Agreement is concluded between the Seller transferring the Right of Recourse and the Buyer acquiring this Right of Recourse.

### **1. DEFINITIONS**

- 1.1. **Secondary Market** is the functionality (system) of the Platform with the help of which the Seller may transfer the Rights of Recourse held to the Buyer.
- 1.2. **Application** is the public offer of the Seller regarding the transfer of the Rights of Recourse in the Secondary Market of the Platform.
- 1.3. **Seller** is the User who makes an offer to sell its Right of Recourse arising from the Loan Agreement concluded on the Platform in the Secondary Market of the Platform.
- 1.4. **Offer** is the Buyer's offer to purchase the Right of Recourse offered in the Secondary Market of the Platform.
- 1.5. **Buyer** is the User who makes an offer to buy the sold Right of Recourse in the Secondary Market of the Platform.
- 1.6. **Right of Recourse** is the Right of Recourse of the Seller (to repay the Loan, to pay Interest, delay charges and other related payments) in respect of the Borrower arising from the relevant Loan Agreement. The Individual Terms of Agreement provide the specific amount of the Right of Recourse, other information individualizing the transferable Right of Recourse, details about Loan Agreement, Borrower and security measures applied for execution of Loan Agreement.
- 1.7. **Individual Terms** is the application (offer) submitted in a Platform by the Seller and proposal (acceptance) that meets this Application submitted in a Platform by the Buyer. Individual Terms individualise the transferrable Right of Recourse, transfer price and provide other transfer conditions of the Right of Recourse.
- 1.8. Other definitions used in the present Agreement shall have the meanings provided to them in "Nordstreet" platform use agreement (hereinafter – **Terms of use**), General Conditions of Loan Agreement (hereinafter – **Loan Agreement**) and/or Platform website [www.nordstreet.com](http://www.nordstreet.com), published documents and agreement between Operator and User, unless the present Agreement provides otherwise.

### **2. SUBJECT OF AGREEMENT**

- 2.1. Under the present Agreement the Seller shall transfer the Right of Recourse sold in the Secondary Market of the Platform and the Buyer shall accept this right from the Seller, i.e., the right to demand payment of the Loan amount, interest, delay charges and forfeit from the

Borrower under the conditions and in accordance with the procedure established by the Loan Agreement, as well as the right to require the Borrower to perform all other obligations arising from the Loan Agreement.

- 2.2. The transferred Right of Recourse is individualised and other individual terms of the present Agreement are provided in Individual Terms.

### **3. SUBMISSION OF APPLICATION AND OFFER**

- 3.1. The Seller who wishes to transfer the Right of Recourse must mark the transferrable Right of Recourse by using his/her User Account and confirm the offer (application) of the transfer of the Right of Recourse.
- 3.2. The Seller has the right to assign the Right of Recourse at a price higher or lower than the value of the Right of Recourse (remaining outstanding loan amount). The amount specified by the Seller will be considered the price that each Buyer must pay to the Seller for the transferable Right of Recourse. The Operator has the right to restrict the limits of pricing of the transferable Right of Claim 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).
- 3.3. An application to transfer the Right of Recourse is considered a public and binding offer to transfer the Right of Recourse under the conditions specified in the Application.
- 3.4. The Buyer selects the Right of Recourse to be purchased from Applications published in the Secondary Market of Platform and confirms his/her wish to purchase the selected Right of Recourse for the transfer price set forth by the Seller.

### **4. CONCLUSION OF AGREEMENT ON TRANSFER OF THE RIGHT OF RECOURSE AND MOMENT OF TRANSFER OF THE RIGHT OF RECOURSE**

- 4.1. When the Seller publishes the Application in a Platform and the Buyer submits the Offer meeting the Application, the present Agreement on Transfer of the Right of Recourse shall be deemed to have been concluded.
- 4.2. After having concluded the present Agreement and properly paid the price of transfer of the Right of Recourse, the Right of Recourse is considered to be transferred to the Buyer (moment of Transfer of the Right of Recourse). Accordingly, after having purchased the Right of Recourse, the Buyer shall become an equivalent party to the relevant Loan Agreement and acquire all rights and obligations of the previous Seller.
- 4.3. During the transfer of the Right of Recourse, all other security measures related to the performance of the Loan Agreement shall be also transferred to the Buyer. The Buyer shall cover all costs related to acquired Right of Recourse and execution of security measures amendment (if any and (or) if they are assigned to the Lenders according to other documents concluded in the Platform).

### **4. PAYMENT OF PRICE FOR THE TRANSFER OF THE RIGHT OF RECOURSE**

- 4.4. At the time of conclusion of the present Agreement, the Buyer shall pay the transfer price of the Right of Recourse specified in the Individual Terms and Conditions from his personal Paysera account to the Seller's personal Paysera account.
- 4.5. At the time of conclusion of the present Agreement, the Buyer must have sufficient funds in his personal Paysera account in order to be able to pay the purchase price of the Right of Recourse

immediately. If the Buyer cannot immediately pay the purchase price of the Right of Recourse to the Seller at the time of conclusion of Agreement, the transfer of the Right of Recourse to the Buyer shall not take place and this Agreement shall be deemed automatically terminated without any separate notice.

- 4.6. The Seller also undertakes to pay the fee for the transfer of the Right of Recourse set out in the Service Fees approved by the Operator at the time of conclusion of Agreement to the Operator. The amount of this fee and the calculation procedure are available in the Service Fees published on the Platform. The Seller must pay this fee to the Operator at the time of conclusion of Agreement. The Operator has the right to deduct this fee from the price of the transferable Right of Recourse received by the Seller.

## **5. STATEMENTS AND GUARANTEES OF THE PARTIES**

- 5.1. The Seller states and guarantees that:

- 5.1.1. The Borrower's pecuniary obligation exists and is valid according to Loan Agreement on the date of Agreement conclusion;
- 5.1.2. The Seller is the owner of the Right of Recourse, and that the relevant Right of Recourse is not transferred, pledged or otherwise encumbered, the Loan Agreement is valid and recovery under the Loan Agreement is possible on the date of Agreement conclusion;
- 5.1.3. The person of the Buyer as a party to the Loan Agreement does not have essential meaning to the Borrower;
- 5.1.4. The security measures, if any, established to secure the performance of the Loan Agreement shall be valid.

- 5.2. The Buyer states and guarantees:

- 5.2.1. He/she was fully acquainted with the Application and all the information contained therein regarding the acquired Right of Recourse during Agreement conclusion;
- 5.2.2. He/she independently assumes all risks related to the acquired Right of Recourse, including the risk that the Borrower may default and (or) improperly perform its obligations under the acquired Right of Recourse.

## **6. FINAL PROVISIONS**

- 6.1. The law of the Republic of Lithuania governs the Agreement.
- 6.2. All disputes arising out of the present Agreement or related to it shall be settled under the procedure set forth by legislation of the Republic of Lithuania.