
LOAN AGREEMENT

GENERAL CONDITIONS

The present loan agreement (“**Loan Agreement**”) is concluded by and between the parties of crowdfunding:

- (1) **Lenders (Investors)**, represented by the crowdfunding platform operator **UAB Crowdpear**, code of legal entity 305888586, registered seat address: Kareivių g. 11B, Vilnius, Lithuania, represented by the Director Vytautas Olšauskas, acting in accordance with the Articles of Association,
and
- (2) **Borrower (Project Owner)**, specified in the Special Conditions of the Loan Agreement.

The Lenders and the Borrower are informed of these General Conditions of the Loan Agreement in advance, before concluding the Loan Agreement.

The representative of the Lenders - **UAB Crowdpear** implements all the rights of the Lenders as creditors without a separate authorization according to Article 6 (5) of the law on Crowdfunding of the Republic of Lithuania and the Clause 4.10 of the Usage Agreement of the Crowdfunding Platform “Crowdpear”. Since the Lenders have familiarized themselves with and approved the conditions of the Loan Agreement and the conditions of project placement on the platform and financing, the present Loan Agreement is signed between **UAB Crowdpear** (representing the Lenders) and the Borrower (Project Owner).

1. DEFINITIONS USED IN THE AGREEMENT

- 1.1. Unless the context requires otherwise, the capitalized definitions in the present Loan Agreement have the following meanings:
 - 1.1.1. **General Conditions** – the general conditions of the present Loan Agreement with all supplements or amendments;
 - 1.1.2. **Law** – the Law on Crowdfunding of the Republic of Lithuania;
 - 1.1.3. **Payment Schedule** – the schedule according to which the Borrower must repay the Loan Amount and pay Interest and/or other amounts known in advance under the Loan Agreement. The Payment Schedule is provided for the Parties on the Platform and the Special Conditions of the Loan Agreement;
 - 1.1.4. **Operator** – the operator of crowdfunding platform “Crowdpear” - UAB Crowdpear, code of legal entity 305888586, registered seat address: Kareivių g, 11B, Vilnius, Lithuania;
 - 1.1.5. **Interest** – the remuneration for the granted Loan Amount calculated for each calendar day according to the actual balance of the Loan Amount considering that there are 360 days in a year, twelve 30-day months;
 - 1.1.6. **Project Application** – the public offer submitted by the Borrower on the Platform to conclude a Loan Agreement according to the conditions agreed in advance with the Operator and approved by it. The Project Application also contains detailed Project Conditions;
 - 1.1.7. **Lenders** – the persons (Investors) who are a Party to the Loan Agreement and who provide the Loan Amount to the Borrower using the Platform;
 - 1.1.8. **Borrower (Project Owner)** – the Party of the Loan Agreement to which the Loan Amount is granted and which is specified in the Special Conditions of the Loan Agreement;
 - 1.1.9. **Loan Amount** – the amount financed by Lenders and granted as a loan to the Borrower that the Borrower must repay under the terms stipulated in the Loan Agreement;
 - 1.1.10. **Loan Agreement** – the present Loan Agreement consisting of the General and Special Conditions with all its annexes, amendments and/or supplements; the following items are considered an integral part of the Loan Agreement: Conditions for Project Placement on

the Platform and Financing with all their amendments, amendments and/or supplements, Usage Agreement (to the Lender / Investor and the Borrower / Project Owner).

- 1.1.11. **Service Rates** – the fees payable to the Operator for the services provided and published on the Platform;
 - 1.1.12. **Platform** – the crowdfunding platform administered by the Operator available at <https://crowdpear.com/> through which the Lenders (Investors) provide the crowdfunding funds to the Borrower (Project Owner);
 - 1.1.13. **Project** – the project prepared and published on the Platform to satisfy the business needs, excluding the consumption, for the implementation of which the Borrower seeks to attract the Loan Amount from the Lenders;
 - 1.1.14. **Regulation** – the Regulation (EU) 2020/1503 of the European Parliament and of the Council on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;
 - 1.1.15. **Payment Account** – the unique payment account of the Borrower or Lender opened with a specific payment service provider (with whom the Operator cooperates and is selected) for making payments related to operations carried out on the Platform;
 - 1.1.16. **Special Conditions** – an agreement concluded between the Operator (representing the Lenders) and the Borrower regarding the special conditions of the Loan Agreement detailing the financing conditions of a specific Borrower and reflecting the special conditions of the Loan Agreement. The Special Conditions are an integral part of the Loan Agreement;
 - 1.1.17. **Related Person** – every person who has undertaken any obligations to the Lender (and/or) the Operator under the Security Measure Transactions;
 - 1.1.18. **Crowdfunding Funds** – the funds provided by the Lender to the Borrower through the Platform;
 - 1.1.19. **Parties** – the Lenders (Operator acting on their behalf) and the Borrower together; **Party** – the Lenders (Operator acting on their behalf) and the Borrower separately;
 - 1.1.20. **Security Measures** – the measures provided in the Special Conditions of the Loan Agreement by which the Borrower and/or another third party ensures the execution of the present Loan Agreement (for instance, mortgage of real estate, pledging of movable property, suretyship, issuance of promissory note, etc.).
 - 1.1.21. **Business Day** – any day that is not a Saturday, Sunday or an official day-off according to Article 123 (1) of the Labour Code of the Republic of Lithuania. On public holidays, work is carried out only with the consent of the employee, except in cases where the work is carried out according to cumulative working time records or in the cases specified in the collective agreement.
- 1.2. Other capitalised definitions used in the present Loan Agreement are understood as they are defined in the Law or other applicable legislation, the Platform Usage Agreement and/or other documents published on the Platform or mutual agreements concluded separately between the Parties.

2. SUBJECT OF THE LOAN AGREEMENT

- 2.1. Under the terms and procedure specified in the Loan Agreement, the Lenders undertake to provide the Borrower with the Loan Amount through crowdfunding and the Borrower undertakes, after taking the Loan Amount, to repay it, pay Interest and make other payments and properly fulfill other obligations specified in the Loan Agreement in accordance with the present Loan Agreement.
- 2.2. The Borrower undertakes to use the Loan Amount (all or any part of it) exclusively for the purpose of using the Loan Amount specified in the Special Conditions of the present Loan Agreement and/or in the Project Application. **It is an essential provision of the Loan Agreement.** Upon receiving a written request from the Operator, the Borrower undertakes to provide the Operator with the requested information and documents justifying that the Loan Amount has been used for its intended purpose immediately, but no later than within 3 business days.

- 2.3. The Parties agree that the Operator is entitled regarding the Loan Amount and implementation of other terms of the Loan Agreement both before the payment of the Loan Amount and at any time after the payment of the Loan Amount:
 - 2.3.1. To verify the correctness and accuracy of the information provided by the Borrower and Related Persons;
 - 2.3.2. To request the submission of additional documents or information necessary to ensure the readiness to execute the present Loan Agreement and/or to ensure the proper execution of the present Loan Agreement;
 - 2.3.3. To check the various circumstances of the use of the Loan Amount according to its purpose.

3. CONCLUSION AND ENTRY INTO FORCE OF THE LOAN AGREEMENT

- 3.1. The Loan Agreement is the crowdfunding transaction (as provided in the Law) and is concluded by means of crowdfunding on the Platform after Lenders have submitted offers to provide the amount of Crowdfunding Funds that corresponds to the amount of the Loan.
- 3.2. After the Lender submits an offer on the Platform for the funding according to the published Application, i. e., upon submission of an offer to provide Crowdfunding Funds during the collection of the Loan Amount, such action of the Lender is irrevocable and the Lender is not entitled to cancel such loan offer without the separate written consent of the Operator.
- 3.3. The Parties agree that:
 - 3.3.1. The actions and specified data of the Borrower and the Lender are considered sufficient to express the will and desire to conclude a Loan Agreement. The Application and the offer based on it regarding the specific conditions for granting the Loan Amount are considered as one original document and are equated to a document drawn up in written form with the same legal consequences as a document certified by the signature of the Borrower and the Lender on each of its pages;
 - 3.3.2. Any separate agreements concluded between the Borrower and the Operator (for instance, regarding the Project publication on the Platform, etc.) are also considered an integral part of the present Loan Agreement and non-fulfilment of the requirements set forth in the relevant documents and/or agreements is equivalent to non-fulfilment of the present Loan Agreement;
 - 3.3.3. The Operator is entitled to give the Borrower the opportunity to attract the additional financing (i. e., to increase the Loan Amount), if this does not breach the interests of the Lenders.

4. LOAN AMOUNT PAYMENT PROCEDURE

- 4.1. After the Lenders have financed the Loan Amount intended to be raised by the Borrower for the Project, the corresponding amount is transferred to the Payment Account opened in the name of the Borrower in accordance with the procedure stipulated in the Loan Agreement (or it can be paid to another account specified by the Borrower according to the procedure established in the Loan Agreement). For this purpose, the Lenders confirm that the Operator is entitled to credit the amount of financing offered by the Lenders from the Payment Accounts of the Lenders to the Payment Account of the Borrower (or another account of the Borrower specified in the Loan Agreement).
- 4.2. The Loan Amount or its part can be paid to the Borrower only after fulfilling all the conditions specified below, i. e., when:
 - 4.2.1. The Borrower has paid all the fees stipulated in the Service Rates to the Operator and required by the Operator;
 - 4.2.2. None of the grounds for termination of the Loan Agreement specified in these General Conditions exist, regardless of when it became apparent, and, in the Operator's opinion, there is no reason to believe that any such grounds may arise in the future;
 - 4.2.3. Other obligations of the Borrower according to the present Loan Agreement or other Loan Agreements concluded on the Platform, the Platform Usage Agreement and other agreements concluded between the Operator, the Lender and the Borrower are properly fulfilled;

- 4.2.4. The Borrower has submitted all the Security Measures agreed upon by the Parties properly, on time and in a manner and form acceptable to the Operator;
 - 4.2.5. Upon the additional request of the Operator, the Borrower submits all the documents requested by the Operator confirming full and detailed information about the Borrower's financial situation and the sources of income necessary to make payments under the Loan Agreement (within the term specified by the Operator);
 - 4.2.6. The Operator has no real grounds to doubt that after the transfer of the Loan Amount to the Borrower, the ratio between the Loan Amount and the value of the property pledged to ensure the fulfilment of the obligations arising from the Loan Agreement will not become higher than specified in the Special Conditions of the Loan Agreement;
 - 4.2.7. There are no existing or future encumbrances with respect to the assets pledged to ensure the fulfilment of obligations arising from the Loan Agreement (if any), unless other conditions of the Loan Agreement provide otherwise;
 - 4.2.8. Upon the additional request of the Operator, the Borrower submits the specific documents requested by the Operator related to the Security Measures and/or the financial situation of the Borrower or Related Person (within the term specified by the Operator);
 - 4.2.9. Other conditions specified in the Loan Agreement or other agreements concluded between the Parties and associated with the payment of the Loan Amount are properly fulfilled.
- 4.3. The additional and unforeseen conditions specified in the Clause 4.2 of the present General Conditions that are indicated in the Special Conditions in all cases may also be applied to the payment of the Loan Amount.
 - 4.4. All additional conditions specified in the Clause 4.2 of the present General Conditions and determined on the basis of the Clause 4.3 of the present General Conditions associated to the payment of the Loan Amount to the Borrower must be fulfilled in the manner and form acceptable to the Operator. The Operator is entitled to unilaterally assess whether the specific conditions associated with the payment of the Loan Amount have been properly fulfilled at its own discretion.
 - 4.5. The Operator is entitled do not apply one or more conditions to the Borrower provided for in the Clause 4.2 of these General Conditions at its own discretion. The Operator informs the Borrower about it in writing.
 - 4.6. The Operator is entitled to terminate the present Loan Agreement immediately without any consequences for itself and the Lenders by submitting a notification to the Borrower, if any condition specified in the Clause 4.2 of the present General Conditions or additional conditions on which the Parties have agreed and determined of the basis of the Clause 4.3 of the present General Conditions were not fulfilled within 20 (twenty) days from the date of financing the Application.
 - 4.7. During the payment of the Loan Amount or its part, the Operator is entitled to deduct the fees due to it from the Loan Amount or its part.

5. PROTECTION OF LENDER'S INVESTMENTS

- 5.1. The execution of the Borrower's obligations under the Loan Agreement is ensured by the Security Measures. All documents and transactions creating the Security Measures must be in a form and content acceptable to the Operator and agreed in advance with the Operator.
- 5.2. If the Loan Agreement is secured by the pledge of real (or movable) property, the Borrower must ensure the fulfilment of all the conditions specified below (except for cases where the Operator decides do not apply one or more of the conditions specified below and informs the Borrower about it in writing):
 - 5.2.1. The Borrower must provide the Operator with an independent valuation of the mortgaged assets prepared in accordance with the Law on the Bases of Property and Business Valuation of the Republic of Lithuania (the assets valuation must be no older than 12 months before the conclusion of the Loan Agreement, unless the Operator provides otherwise);

- 5.2.2. The Borrower must (unless the Special Part provides otherwise) conclude an insurance contract for the mortgaged assets acceptable to the Operator (that can additionally be customized in the Special Conditions of the Loan Agreement) at its own expense and at its own efforts;
 - 5.2.3. In case of insurance event, the Borrower must inform the Operator about it in writing immediately, but no later than within 3 (three) calendar days. The Operator is entitled to use the received insurance payment to cover the Borrower's financial obligations under the Loan Agreement. If all financial obligations of the Borrower under the Loan Agreement are covered, the remaining amount of the insurance payment is returned to the owner of the pledged property;
 - 5.2.4. If the Borrower fails to insure the pledged property and does not ensure that the pledged property is insured as provided in the Clause 5.2.2 of the General Conditions, the Operator acquires the right to pay the insurance premium(s) at the Borrower's expense or to insure the mortgaged property at its own initiative and to demand compensation for the Operator's losses and/or to debit all premiums paid under the mortgaged property insurance contract from the Payment Account;
 - 5.2.5. Upon the Operator's request, the Borrower provides the Operator with all requested documents and information related to the mortgaged property and/or other Security Measures within the deadline specified by the Operator;
 - 5.2.6. Upon the Operator's request, the Borrower must allow the authorized representatives of the Operator to come to the location of the pledged property specified by the Borrower to properly check the condition of the pledged property, the terms of use of the property, etc., no later than within 1 business day;
 - 5.2.7. The Borrower performs other actions specified in the Special Conditions of the Loan Agreement or the Special Conditions that must be performed before the property is pledged and/or other Security Measures are issued.
- 5.3. If the Loan Agreement is secured by the pledge of real (or movable) property, the Borrower must ensure the fulfilment of all the conditions specified below after the moment of pledging such property (except for cases where the Operator decides do not apply one or more of the conditions specified below and informs the Borrower about it in writing):
- 5.3.1. The Borrower must protect the pledged property, maintain it properly and take care of its condition;
 - 5.3.2. The Borrower must use the pledged property only in accordance with its intended purpose and the rules of use agreed in advance with the Operator;
 - 5.3.3. The Borrower is not entitled to carry out any major (non-daily) repair work on the pledged property without first agreeing the scope of these works and other conditions with the Operator in writing; the Borrower can only carry out the work necessary for current repairs without prior coordination and the consent of the Operator (in case of questions whether the approval of the Operator is required for the performance of repair work, the Borrower must immediately contact the Operator and check it);
 - 5.3.4. Upon the Operator's request, The Borrower must perform a repeated independent valuation of the pledged property within the deadline specified by the Operator to determine whether the pledged property is not faulty, damaged or whether the value of the pledged property has not decreased;
 - 5.3.5. If it turns out that the pledged property is faulty, damaged or otherwise affected that reduces the value of the pledged property, the Borrower must repair the pledged property necessary to restore the pledged property to the condition it was at the time of the conclusion of the pledge transaction at its own expense immediately, but no later than within the deadline specified by the Operator. All repair works must be coordinated with the Operator in advance and in writing;
 - 5.3.6. The Borrower must not transfer the pledged property in any way, in any form and to any extent, dispose of it in any other way and not encumber it without the prior written and clear approval of the Operator;

- 5.3.7. In case of a pledge of movable property, the Borrower guarantees that the pledged property will not be transported outside the Republic of Lithuania without the prior written approval of the Operator;
- 5.3.8. Upon the Operator's request, the Borrower provides the Operator with all requested documents and information related to the pledged property within the deadline specified by the Operator;
- 5.3.9. The Borrower must also fulfil other obligations related to the pledged property specified in the Loan Agreement (if any) properly that must be fulfilled after the moment of pledging the property.
- 5.4. If the Loan Agreement is secured by the pledge of real (or movable) property, the Parties confirm that the proper performance of the Borrower's obligations specified in the Clauses 5.2-5.3 of the present General Conditions is of fundamental importance.
- 5.5. If the Borrower fails to fulfil or improperly fulfils any of the obligations specified in the Clauses 5.2-5.3 of these General Conditions, the Operator is entitled to terminate the Loan Agreement immediately and/or charge the Borrower the fees provided for in the Service Rates and/or other agreements concluded between the Operator and the Borrower.
- 5.6. If the Security Measure is a property pledge, a maximum pledge (or maximum mortgage) transaction must be concluded in all cases (unless the Operator provides otherwise). The transactions of notarial form Collateral Measures are concluded at a time agreed in advance with the Operator in a notary office selected by the Operator.
- 5.7. The Borrower undertakes to ensure that all Security Measures are valid and there is a possibility to enforce them under the conditions provided for in the Loan Agreement or relevant Security Measures transactions until full fulfilment of the Borrower's obligations under the Loan Agreement.
- 5.8. If the Loan Agreement is secured by the pledge of movable or immovable property and the Special Conditions specify the ratio of the Loan Amount to the value of the pledged property that must be maintained, then if the ratio of the Loan Amount and the value of the pledged property becomes greater than the ratio of the Loan Amount and the value of the pledged property specified in the Special Conditions during the validity of the Loan Agreement (for instance, the Borrower is fined and its payments increase or the value of the mortgaged property decreases), the Borrower must pledge the assets acceptable to the Operator additionally and/or enter into additional Security Measures transactions acceptable to the Operator (for instance, surety, guarantee, etc.) immediately, but no later than within a reasonable period specified by the Operator so that the ratio of the Loan Amount and the value of the pledged property is restored to the ratio specified in the Special Conditions. The Borrower can also repay such part of the Loan Amount that the ratio between the Loan Amount and the value of the pledged property is properly restored to the level specified in the Special Conditions.
- 5.9. In pledge and/or other Security Measures transactions, the Operator is indicated as a representative of the Lenders (creditors), while the Lenders themselves will not be indicated in such transactions. The Operator will have all the rights and duties of the representative of the pledge creditors provided for in the Loan Agreement, the Usage Agreement of the Platform and/or applicable legislation.

6. LOAN REPAYMENT, INTEREST PAYMENT

- 6.1. The Borrower repays the Loan Amount and pays the Interest on the terms set forth by the Payment Schedule. The Borrower must repay the entire Loan Amount and pay the Interest, as well as any other fees related to the Loan Agreement, by the end of the term for repayment of the Loan Amount.
- 6.2. The Interest on the Loan amount (or its part) starts to be calculated on the next calendar day after the granting of each individual Loan Amount (credit of investment). The Interest is calculated assuming that there are 360 (three hundred and sixty) days in a year, twelve 30-day months.
- 6.3. The Borrower must make all payments according to the Loan Agreement by itself. All payments under the Loan Agreement must be made from the Payment Account opened in the name of the Borrower.
- 6.4. If the Borrower wants to make a payment from an Account not opened in its name or if a third party wants to make the payment for the Borrower under the Loan Agreement, the Operator must be

properly informed in writing about such actions in advance. In addition, the payment purpose must clearly indicate that such payment is made for the obligations of a specific Borrower under the present Loan Agreement.

- 6.5. If the Borrower fails to comply with the requirements established in the Clauses 6.3-6.4 of the present General Conditions properly, the Borrower assumes all risks related to late settlement and administration of such received payments, as well as late distribution of such received amounts to the Lenders. In the latter case, the Borrower must compensate the Operator for all (direct and indirect) additional costs related to the administration of such uncoordinated payment.
- 6.6. The Operator is additionally entitled to issue an instruction to the Payment Account Manager to transfer (debit) all payments (amounts due) to the Lenders from the Accounts of the Borrower to the Accounts of the Lenders and/or to transfer (debit) the payments (amounts due) from the Account of the Borrower to the Operator on behalf of the Borrower. It should be noted that the Operator is not obliged to use this right even if the Borrower does not properly fulfill its obligations arising under the present Agreement. If the Operator decides to use the right to perform the actions specified in this Clause of the General Conditions, the Borrower undertakes to issue a separate document suitable for the Account Manager to perform the actions provided.
- 6.7. If the Borrower fails to make payments in accordance with the present Loan Agreement properly and timely, the Borrower must pay defaults, compensatory interest and/or other payments provided for in the Loan Agreement and/or in the Service Rates published by the Operator.
- 6.8. The Operator distributes the received funds to the Lenders and deducts the payments due to the Operator from the received amounts.
- 6.9. In case of payment delay, after receipt of monetary funds the Borrower's obligations are calculated in the following order:
 - 6.9.1. In the first row – Payments due to the Operator according to the Service Rates approved by the Operator (in the case of forced recovery, the costs of recovery incurred by the Operator);
 - 6.9.2. In the second row – defaults and/or compensatory interest due to Lenders;
 - 6.9.3. In the third row – Interest belonging to Lenders;
 - 6.9.4. In the fourth row – Loan Amount.
- 6.10. If the Loan Agreement is terminated before the due date, the Borrower undertakes to pay all defaults, compensatory interest and Interest due under the Loan Agreement (the operator acquires the right to claim the Interest that would have been paid if the Borrower had properly returned the Loan Amount according to the Payment Schedule), as well as the amounts specified in the Service Rates.
- 6.11. If the Borrower misses the deadlines set forth by the Payment Schedule, the Borrower pays the compensatory interest on the overdue amount for each calendar day of the missed deadline. The amount of compensatory interest is equal to the amount of Interest (specified in the Special Conditions) plus 10 per cent (for instance, if the Special Conditions specify 8 per cent Interest, in this case, the compensatory interest would amount to 18 per cent).
- 6.12. The Borrower confirms its understanding that the payment of the compensatory interest provided in the Clause 6.11 of the General Conditions does not release the Borrower from the obligation to fulfil its other (including tax) obligations under the Loan Agreement.
- 6.13. If the repayment term for the entire Loan has expired, the Interest at the rate provided for in the Special Conditions of the Loan Agreement and the compensatory interest specified in the Clause 6.11 of the present General Conditions will continue to be calculated from the unpaid amount. In addition, the Borrower must pay the fees specified in the Service Rates to the Operator.

7. EARLY REPAYMENT OF THE LOAN AMOUNT

- 7.1. The Borrower is entitled to repay the Loan Amount or its part by notifying the Operator in writing no later than 10 calendar days before the deadline set in the Loan Agreement. The Loan Agreement details (date and number), the amount of the Loan Amount to be repaid before the due date and the payment date on which the Loan Amount or part of it will be repaid must be specified in the notice of early repayment.

- 7.2. In this case, the Borrower also pays all the Interest for the early repaid Loan Amount for the minimum Loan period specified in the Special Conditions of the Loan Agreement (if the Loan Amount is repaid after such minimum Loan period, the Borrower must have paid Interest for the entire period from the receipt of the Loan Amount to the date of the early repayment of the Loan Amount). The Borrower must also pay the fees specified in the Service Rates to the Operator.
- 7.3. After having submitted the notice specified in the Clause 7.1 of the present General Conditions, the Borrower is not entitled to cancel it without the separate written consent of the Operator and is deemed to be unconditionally obligated to return the amount specified in the relevant notice within the specified time. If the Borrower does not comply with such obligations, the Operator is entitled to demand defaults, compensatory interest and other payments and/or fees for the breach of payment obligations that would be applied in case of breach of the Loan Agreement.
- 7.4. If the notice specified in the Clause 7.1 of the present General Conditions does not meet the above requirements, the Operator is entitled do not credit the Borrower's funds for the early repayment of the Loan and return the overpayment of the monthly payment made to the Borrower.
- 7.5. After the Borrower repays the Loan amount or its part in advance properly, the Operator recalculates and updates the Payment Schedule.

8. OBLIGATIONS, CONFIRMATIONS, STATEMENTS AND GUARANTEES OF THE PARTIES

8.1. The Borrower undertakes:

- 8.1.1. To submit the agreed Security Measures to the Operator properly and ensure their validity in accordance with the conditions, procedures and terms set out in the Loan Agreement;
- 8.1.2. To use the received Loan Amount only in accordance with the purpose of use of the Loan Amount provided for in the Loan Agreement and/or other documents concluded between the Parties and to repay the entire Loan Amount granted in time in accordance with the terms of the Loan Agreement;
- 8.1.3. Upon the Operator's request, to submit the documents justifying the use of the Loan Amount within a reasonable period determined by the Operator in a form and under conditions acceptable to the Operator. If the Borrower fails to submit the documents justifying the use of the Loan Amount (or its part) within a reasonable period determined by the Operator, it is automatically considered that the Borrower did not use the Loan Amount for its intended purpose and the Operator acquires the right to terminate the Loan Agreement unilaterally due to the Borrower's fault;
- 8.1.4. To repay the Loan Amount by the deadline specified in the Payment Schedule and the Special Part, to pay the Interest for the use of the Loan calculated for the relevant Interest Period, on the Interest Payment Days and without a separate instruction from the Operator. If the Borrower fails to repay the Loan, its part or Interest according to the Payment Schedule, to pay late interest and other Operator fees published in the Service Rates; the Interest is paid for the granted Loan Amount until the Loan is fully repaid. The Operator distributes the received Interest to the Lenders. The Interest is calculated from the outstanding amount of the Loan according to the Payment Schedule provided to the Lender.
 - 8.1.4.1 If the Loan Amount or any part of it is repaid earlier than the term specified in this Loan Agreement, to notify the Operator of such repayment no later than 10 (ten) days before the repayment and pay the Early repayment fee and interest as specified in the Special Part - Early repayment fee. The Borrower must pay the Late Interest specified in the Special Part and the Compensatory interest rate (specified in the Special Part) is calculated for the period of delay, if the Borrower is late in repaying the Loan Amount or its part later than the date specified in the notice.
- 8.1.5. To provide the Operator with all information about all valid obligations of the Borrower to third parties, received and given guarantees, concluded suretyship, obligation fulfilment assurance transactions before the Loan Amount payment deadline, as well as any other information that may be of fundamental importance to the Application, the Lender's offer to finance the Loan Amount, the conclusion, execution, validity and termination of the Loan Agreement;

- 8.1.6. In case of a threat that the Loan Amount will not be repaid on time and properly, if the ratio of the value of the Debt and the pledged property decreases or if it becomes illiquid, if the financial condition of the Borrower or guarantor deteriorates, or if the Borrower does not properly fulfil other obligations under the Loan Agreement, at the written request of the Operator, to provide an additional Security Measure or repay the Loan Amount and all amounts related to it within the deadline set by the Operator without waiting for the end of the term for repayment of the Loan Amount according to the Payment Schedule, or submit the documents refuting and eliminating threats identified by the Operator;
- 8.1.7. To ensure the Operator's ability to check the activities of the Borrower, the pledged property, after the arrival of the Operator's representative at the Borrower's place of residence or the location of the pledged property. The failure to comply with this obligation or unreasonable delay of the Operator in creating the certain opportunities, the Operator acquires the right to terminate the Loan Agreement due to the Borrower's fault;
- 8.1.8. No later than within 5 (five) calendar days from the date of occurrence of relevant changes or circumstances to provide the Operator with written information about:
- 8.1.8.1. Any breach of the obligations set forth in the present General Conditions and/or Special Conditions;
 - 8.1.8.2. The change of the Borrower's incorporation documents, manager or members of other management bodies (by specifying the name, surname and other contact details of the new manager or member of the management body), the changed composition of the Borrower's shareholders, changes in the shares of the Borrower's authorized capital held by the Borrower's shareholders;
 - 8.1.8.3. The change of contact information of the Borrower;
 - 8.1.8.4. The assumption of debt or payment obligations under the credit, leasing, surety and other transactions to other financial institutions or other third parties, unless the prior written consent of the Operator has been obtained for the Borrower to enter into such transactions;
 - 8.1.8.5. The claims of third parties to the property pledged to secure the performance of the Loan Agreement;
 - 8.1.8.6. The bringing of the cases against the Borrower in pre-trial institutions, court or arbitration;
 - 8.1.8.7. The measures of influence applied by the state institutions or other competent institutions to the Borrower depriving or substantially restricting its rights in financial and economic activities;
 - 8.1.8.8. The delay in payments, the deterioration of financial condition and other events that may have a negative impact on the performance of the Borrower's obligations under the Loan Agreement.
- 8.1.9. To submit the following documents at the Operator's request no later than within 5 (five) calendar days:
- 8.1.9.1. The financial statements of the Borrower signed by the Borrower's manager and/or chief financial officer;
 - 8.1.9.2. The preliminary annual financial statements of the Borrower signed by the Borrower's manager and/or chief financial officer;
 - 8.1.9.3. The audited annual financial statements of the Borrower with complete auditors' conclusions (reports) signed by the Borrower's manager and/or chief financial officer, or audited annual financial statements submitted to the Centre of Registers with complete auditors' conclusions (reports);
 - 8.1.9.4. The detailed explanation of the main items of the Borrower's balance sheet and profit (loss) statement together with the annual financial statements;
 - 8.1.9.5. The data and information specified by the Operator about the Borrower's financial and economic condition, activities and prospects of the legal entity;
 - 8.1.9.6. Approved reports on the progress of work and the purchase of equipment (if applicable) by a company supervising the implementation of the project that

has the appropriate qualifications and is independent of and not related to the Borrower, as well as reports prepared by the Borrower on inventory balances (if applicable) and receipts to accounts, the Project inspection report on the status of the implementation of the Project, including a review/report of cost compatibility and time schedule, possible delays, use of the Loan Amount and other important facts about the progress of the Project;

- 8.1.9.7. The statement of the Borrower's current bank account(s).
- 8.1.10. Without prior written consent of the Operator:
 - 8.1.10.1. Do not provide sureties and guarantees, do not pledge any property to third parties;
 - 8.1.10.2. Do not encumber the property pledged to the Operator in any way and form;
 - 8.1.10.3. Do not take and grant loans and credits of any size or type;
 - 8.1.10.4. Do not grant loans (in any form) to third parties, the total amount of which would exceed 30 per cent of the Loan Amount;
 - 8.1.10.5. If the Borrower is a legal entity – do not reduce the authorized capital, do not initiate the reorganization, rearrangement or liquidation procedures by itself;
 - 8.1.10.6. Do not perform other actions that may have a significant negative impact on the proper execution of the present Loan Agreement.
- 8.1.11. To inform the Operator in advance in writing about the change of the registered office, deterioration of the financial condition, income fluctuations, expected payment delays and about all other important changes that may affect the performance of obligations arising from and/or related to the Loan Agreement. The Borrower must inform the Operator in writing of the circumstances specified in this Clause immediately, but no later than within 1 business day from the moment of occurrence of such circumstances. If the Borrower fails to fulfil these obligations, the Operator acquires the right to terminate the Loan Agreement unilaterally and immediately due to the Borrower's fault;
- 8.1.12. To notify the Operator in writing immediately and in any case no later than within 2 (two) business days from the occurrence of the relevant circumstances, if:
 - 8.1.12.1. The Borrower cannot make any payments under the Loan Agreement timely and properly and fulfil other obligations stipulated in the Loan Agreement properly and timely;
 - 8.1.12.2. The property pledged to ensure the fulfilment of the obligations arising from the Loan Agreement is damaged, destroyed or otherwise reduced in value;
 - 8.1.12.3. The decision is made regarding the reorganization, rearrangement, liquidation, restructuring of the Borrower, the filing of a bankruptcy case against the Borrower or the initiation of non-judicial bankruptcy proceedings;
 - 8.1.12.4. Any contact details of the Borrower have changed;
 - 8.1.12.5. The Loan Amount is planned to be used for a purpose other than specified in the Project Application;
 - 8.1.12.6. The Borrower's financial situation deteriorates or may deteriorate (for instance, newly assumed debt obligations);
 - 8.1.12.7. Any other circumstance occurs that reduces or may reduce the solvency and/or financial reliability of the Borrower;
 - 8.1.12.8. Any arbitration, judicial and/or other process (enforcement, etc.) is initiated by the Borrower or is initiated against the Borrower;
- 8.1.13. To cover the costs of the conclusion and registration of the Security Measures Agreement, notary, insurance and other costs of the conclusion of the Loan Agreement and/or related to the conclusion of the Loan Agreement with own funds, as well as to cover all costs related to the conclusion and formalization of insurance policies, ordering property valuation reports, property maintenance and other expenses.
- 8.1.14. To carry out all communication with Lenders only through the Operator;

- 8.1.15. To insure the Pledged Items no later than before the date of conclusion of the Pledged Items Mortgage Agreement and submit the certifying documents;
 - 8.1.16. To submit a new property valuation at the Operator's request within 30 calendar days;
 - 8.1.17. The Borrower pays the Debt administration and collection fees (added to the amount due or recoverable) after the Operator starts collection actions or in case of non-performance of the Loan Agreement;
 - 8.1.18. To perform all other obligations arising from and/or related to the Loan Agreement properly.
- 8.2. The non-fulfilment or improper fulfilment of the obligations specified in the Clause 8.2 of the present General Conditions is considered a fundamental breach of the Loan Agreement. Upon learning that at least one of the circumstances specified in the Clause 8.1 of the present General Conditions exists and the Borrower has not reported them (as provided in the Clause 8.1 of the General Conditions), the Operator is entitled to take appropriate actions, including the termination of the Loan Agreement, the suspension of the Borrower's activity on the Platform and/or removal from the Platform.
- 8.3. Representation of the Lenders:**
- 8.3.1. The Operator implements all the rights of the Lenders as creditors. The Operator distributes and transfers the payments received from the Borrower related to the repayment of the Loan (interest, loan, late interest or other payments) to the accounts indicated by the Lenders within 3 (three) business days.
 - 8.3.2. The Operator is specified as the creditor (its representative) when the Security Measures transaction is concluded.
 - 8.3.3. The Operator is entitled to decide the order of sale of the Security Measures.
 - 8.3.4. In case of breach of the Loan Agreement or recovery, the Operator reserves the right to decide the order of sale of the Security Measures independently of the Borrower, the Guarantor or any other Security Measures Provider.
- 8.4. Each Party of the present Loan Agreement states and guarantees to each other that:
- 8.4.1. The Party is entitled to enter into the present Loan Agreement, Security Measures Transactions and the conclusion and execution of relevant agreements do not conflict with applicable legislation, decisions of courts, arbitration or other institutions, the Articles of Association of the Parties (legal entities) and/or other founding documents, obligations assumed under other agreements. The Parties also confirm they have received any necessary permits, consents and decisions from management bodies, state institutions or other persons for the conclusion of the present Loan Agreement and Security Measures Transactions;
 - 8.4.2. The representative of the Party concluding the present Loan Agreement acts within the limits of the granted powers, while these powers are given to him/her without violating the applicable legislation, the Party's (legal entity's) Articles of Association and/or other founding documents, decisions of management bodies, etc.;
 - 8.4.3. By concluding the present Loan Agreement, the Parties express their true will, they have properly familiarized themselves with the provisions of the present Loan Agreement and understand its content. The Parties also confirm there are no unexpected (surprise) or unfair terms in the present Loan Agreement.
- 8.5. The Borrower additionally confirms and guarantees that:
- 8.5.1. All statements and guarantees of the Borrower and Related Persons associated to the Loan Agreement are accurate, true, valid and confirmed by the documents submitted to the Operator;
 - 8.5.2. On the date of the conclusion of the Loan Agreement, the Borrower does not have any other financial obligations not disclosed to the Operator, obligations under property

pledges, suretyships, guarantees or other agreements that ensure the fulfilment of the obligations of the Borrower or third parties;

- 8.5.3. The Borrower has not been brought and is not aware that any cases are being prepared in court or arbitration, where the decision could have a negative impact on the Borrower's financial condition, economic activity and/or the fulfilment of the obligations assumed under the Loan Agreement;
- 8.5.4. The Borrower has provided the Operator with all the information necessary for the evaluation of the Borrower and the Project by the date of the conclusion of the present Loan Agreement (including the information that the Operator itself did not directly ask to provide, but which was possibly important for the relevant assessment).

9. TERMINATION OF THE LOAN AGREEMENT. DEBT RECOVERY

- 9.1. The Operator, acting as an authorized representative of the Lenders, is entitled to terminate the Loan Agreement unilaterally and immediately and demand payment of the entire Loan Amount, Interest, and other overdue payments (penalties, late interest, compensatory interest, etc.) specified in the Loan Agreement on the grounds provided by the Civil Code of the Republic of Lithuania and fees set forth by the Service Rates approved by the Operator, if:
 - 9.1.1. The Borrower fails to pay any amount due under the Loan Agreement within the deadline specified in the Loan Agreement and does not fully eliminate the breach within 14 (fourteen) calendar days from the Operator's submission of a written notification of the breach of obligation under the conditions and procedure set forth in the Loan Agreement;
 - 9.1.2. The Borrower fails to pay the fees (for instance, the Operator fee, Application assessment fee, etc.) specified in the Service Rates to the Operator in accordance with the procedure established in the Loan Agreement, the Platform Usage Agreement and/or other agreements concluded with the Operator (e.g., regarding the publication of the project on the Platform, etc.);
 - 9.1.3. The Borrower breaches the obligations specified in the Clause 8.1 of these General Conditions and does not correct such breach within 7 (seven) calendar days from the submission of the Operator's written notification of the breach of the obligation; if it is no longer objectively possible (or it no longer makes sense) to correct such a breach, the Operator does not grant a period of 7 (seven) calendar days and can terminate the Loan Agreement immediately;
 - 9.1.4. The Borrower breaches any of the obligations specified in the Clauses 5.2 or 5.3 of the present General Conditions;
 - 9.1.5. The Borrower does not use the Loan Amount (or any part of it) for the purpose specified in the Special Part of the Loan Agreement;
 - 9.1.6. It turns out that any of the statements and guarantees of the Borrower specified in the Clause 8.5 of the General Conditions is incorrect, misleading or is no longer fulfilled;
 - 9.1.7. The Borrower and/or Related Persons commit a material breach of their obligations arising from the Security Measures Transactions or other transactions related to the Loan Agreement specified in the Special Conditions of the present Loan Agreement;
 - 9.1.8. The Borrower or any Person Related becomes insolvent or declares its insolvency under the applicable law;
 - 9.1.9. The competent authorities take any action that renders the Borrower or any Related Person unable to fulfil the obligations arising from the present Loan Agreement, Security Measures Transactions or other transactions specified in the Special Conditions of the present Loan Agreement timely and properly;
 - 9.1.10. Any judicial, administrative or arbitration proceeding is initiated against the Borrower or any Related Person that, in the Operator's opinion, may have a material negative impact on the proper execution of the terms of the Loan Agreement;
 - 9.1.11. The entire Loan Amount is not paid until the end of the term set in the Clause 4.6 of the General Conditions of the present Loan Agreement;
 - 9.1.12. The Operator reasonably believes that the Borrower will not fulfil or will not properly fulfil the Loan Agreement;

- 9.1.13. The improper fulfilment or non-fulfilment of any of its obligations arising from the present Loan Agreement by the Borrower, if the improper fulfilment or non-fulfilment of such an obligation is considered essential in the context of the present Loan Agreement;
- 9.1.14. The Operator has reasonable suspicions about the value of the Security Measure provided by the Borrower and/or the information provided by the Borrower about the relevant Security Measure;
- 9.2. The Borrower must compensate all direct and indirect losses incurred by the Lenders and the Operator due to the termination of the Loan Agreement.
- 9.3. If the Operator (at its discretion and reasonable assessment) determines at least one of the grounds for terminating the Loan Agreement specified in the Clause 9.1 of the General Conditions or has reasonable suspicions that the relevant grounds may exist or may arise in the future, the Operator is entitled to submit a written notice to the Borrower terminating the Loan Agreement. In such case, the Operator is entitled to demand the Borrower to pay the entire unpaid amount of the Loan, the Interest payable and all other amounts payable under the Loan Agreement, as well as all fees payable to the Operator in accordance with the Service Rates, on the day of termination of the Loan Agreement. In all cases, the Loan Agreement is considered terminated and the amounts specified in this Clause become payable from the date of receipt of the notice sent by the Operator (in cases where the sent notice specifies a later date of termination of the Loan Agreement - from such specified date).
- 9.4. After demanding the repayment of the Loan Amount before the established Loan repayment term in accordance with the procedure established by the present General Conditions, the Operator does not stop the calculation of late interest, compensatory interest and any other applicable fees until the Borrower has settled in full with the Lenders and the Operator. For the sake of clarity, it is noted that Interest and other fees arising from the Loan Agreement are not calculated for the day when the Loan Amount (as well as Interest or any other fees arising from the Loan Agreement) is returned.
- 9.5. The Lenders and the Borrower agree and confirm that upon termination of the Loan Agreement, the Operator may at its own discretion:
 - 9.5.1. Take over the claim rights of the Lender in accordance with the procedure established in the present General Conditions and the Platform Usage Agreement for the purpose of administration of the obligations arising from the Loan Agreement; or
 - 9.5.2. Act as a representative of the Lender performing the collection in accordance with the Loan Agreement with all the rights granted to it by the Law and/or other legislation, and, if necessary, to ensure the debt collection. For this purpose, the Operator is also authorised to perform all actions necessary to properly represent the interests of the Lenders and administer the debt repayment.
- 9.6. The Operator, acting as a representative of the Lenders, has all the rights and duties set forth in the Law on Crowdfunding of the Republic of Lithuania, the Civil Code of the Republic of Lithuania and other legislation. For this purpose, no separate authorisation or other document identical in its content is not required to be drawn up separately.
- 9.7. If the Operator terminates the Loan Agreement with the Borrower unilaterally in accordance with the procedure established by the present Loan Agreement, after sending the notice of termination of the Loan Agreement, the Operator acting as a representative of the Lender is entitled to issue the additional calls to the Borrower to pay all amounts due (Loan Amount, Interest, forfeit and other payments, cover the expenses, etc.) and/or to recover these amounts through judicial or extrajudicial procedures. The Operator is entitled to authorize third parties to represent the Lenders' interests in court and other institutions.
- 9.8. The Operator is entitled to freely dispose of its rights according to the Loan Agreement and Security Measures transactions and to use available documents and information about the Borrower. The Operator carries out the forced recovery from the Security Measures submitted in accordance with the concluded Security Measures transactions and performs all related actions under the conditions and procedures established in the relevant transactions and the legislation of the Republic of Lithuania.
- 9.9. The Operator is entitled to transfer the collection of obligations from the Borrower to debt collection companies and in this case the Borrower must compensate the applicable collection fee and/or cover all other costs of the Operator or the debt collection company related to such transfer.

- 9.10. The Parties confirm that the person of none of them is of essential importance to each other, i.e., the Parties to the Loan Agreement may assign the claim rights arising from the Loan Agreement without any restrictions (except those set forth in the present Loan Agreement).

10. BREACHES OF AGREEMENT

- 10.1. The Borrower must pay the Compensatory interest rate for the period of breach of the Loan Agreement, if the Borrower breaches the terms of the present Loan Agreement or is late in making the payments related to the repayment of the Loan, does not comply with the terms and conditions of placing the Project on the platform and financing.
- 10.2. The Borrower must pay the Administrative Fee stipulated in the Special Part for the delayed monetary obligation (when there is a delay in making the payments related to the repayment of the Loan).
- 10.3. The Borrower must pay the Recovery fee specified in the Special Part when the Operator starts the Borrower's recovery procedure.
- 10.4. The Operator is entitled to direct the payments received to cover the debts of agreements acceptable to the Lender, when the Borrower has entered into several Loan Agreements and does not fulfil one of the Loan Agreements properly.

11. FINAL PROVISIONS

- 11.1. All communications, notices and other information or documents relating to the present Loan Agreement must be provided in the following methods:
- 11.1.1. Via accounts of Borrowers and Lenders registered on the Platform (in this case, it is considered that the correspondence is received 1 business day after the submission of the relevant information via accounts of Borrowers and Lenders registered on the Platform);
 - 11.1.2. By email (in this case, the correspondence is considered to have been received within 1 business day after sending);
 - 11.1.3. Via courier or by registered post (in this case, the correspondence is considered to have been received within 3 business days after sending).
- 11.2. The Special Conditions of the Loan Agreement, Security Measures transactions and other information and/or documents related to the present General Conditions, Special Conditions and Security Measures transactions must be considered confidential information and may not be disclosed to third parties, except in cases where the disclosure of the relevant information is necessary in accordance with the law according to the requirements of the Law or it is necessary to disclose such information to any of the Parties to defend their rights and legitimate interests arising from the present Loan Agreement.
- 11.3. The present Loan Agreement as a crowdfunding transaction enters into force in accordance with the procedure set forth in the present Loan Agreement and is valid until the date of full fulfilment of the Parties' obligations arising from the present Loan Agreement.
- 11.4. After its conclusion, the present Loan Agreement may be amended by separate agreement of the Parties (i. e., the Operator acting on behalf of the Lenders and the Borrower). All amendments and supplements to the present Loan Agreement become an integral part of the present Loan Agreement.
- 11.5. The Operator is entitled to amend the present General Conditions unilaterally. In this case, the Operator publishes the new version of the General Conditions on the Platform and informs the Lenders and the Borrower about it in advance. The new version of the General Conditions enters into force on the date specified by the Operator and is only applicable when a Loan Agreement is concluded on the Platform after the new version of the General Conditions comes into force (i. e., for new Loan Agreements concluded after the entry into force of the new version of the General Conditions). If the Parties have already concluded the Loan Agreement, it may only be amended in accordance with the manner specified in the Clause 11.4 of the present General Conditions, i. e., by separate agreement of the Parties.
- 11.6. After the conclusion of the Loan Agreement, the following documents also become an integral part of it:

- 11.6.1. The Usage Agreement of the Platform valid during the conclusion of the Loan Agreement;
 - 11.6.2. The Project Application published on the Platform and actions of the Lenders on the Platform related to the provision of financing according to the published Project Application;
 - 11.6.3. The account statement reflecting the fact and amount of the transfer of money to be lent by each Lender financing the Borrower.
- 11.7. The Borrower agrees and understands that the Operator is entitled to transfer the claim rights of the Lenders arising from the present Agreement to the Borrower and/or transfer them to third parties.
 - 11.8. The Borrower agrees and understands that the Operator is entitled to transfer the administration of the Platform to another operator entitled to administer the crowdfunding platform in accordance with the Law on Crowdfunding of the Republic of Lithuania. In this case, the new operator takes over all rights and obligations of the Operator according to the Loan Agreement and according to other agreements concluded between the Lenders, the Borrowers and the Operator. The Operator informs the Borrower and the Lenders in advance about such transfer of administration in writing and/or by announcing it on the Platform. In any case, all rights and obligations of the Borrower and Lenders arising from the present Loan Agreement and/or from other agreements concluded with the Operator will remain unchanged.
 - 11.9. The laws of the Republic of Lithuania govern the present Loan Agreement.
 - 11.10. The disputes between the Parties arising out of the present Agreement are settled through negotiations. If it is not possible to find a peaceful solution, the dispute is settled at the competent court of the Republic of Lithuania based on the location of the Operator's headquarters.
 - 11.11. If the Loan Agreement (or any document related to it) is published on the Platform in Lithuanian and another, foreign language, the preference is given to the Loan Agreement and documents in Lithuanian.