
GENERAL TERMS AND CONDITIONS OF THE ASSIGNMENT AGREEMENT

The general terms and conditions of this Assignment agreement ("**Agreement**") regulate the procedure and conditions of the claim transfer on the Platform Secondary Market and the rights and obligations of Users who transfer and/or purchase Claim rights.

By using the Secondary Market and/or Secondary Market Services on the Platform, the User acknowledges and confirms that he/she has familiarized himself with this Agreement in detail, has read it, understood the content and consequences of each provision, and, without being coerced, persuaded or otherwise influenced, concluded it as a legally binding document.

This Agreement is concluded between the Seller transferring the Claim right and the Buyer acquiring this Claim right.

1. DEFINITIONS USED IN THE AGREEMENT

- 1.1. **Secondary market (bulletin board)** - a technical (functional) solution on the Platform, according to which the Operator allows Lenders to announce that they are interested in the sale and purchase of Claim rights that were previously offered on the Platform.
- 1.2. **Individual conditions** - the Application (offer) submitted by the Seller on the Platform and the Buyer's Proposal (acceptance) submitted on the Platform corresponding to this Application. Individual conditions specify the transferable Right of Claim, and the price of the transfer and provide other conditions for the transfer of the Right of Claim.
- 1.3. **Application** – Public offer of the Seller in the Secondary Market of the Platform for the transfer of the Right of Claim.
- 1.4. **Seller** - User who submits an offer to sell the existing Claim right arising from the Loan Agreement concluded on the Platform in the Secondary Market of the Platform.
- 1.5. **Offer** - The Buyer's offer to buy the Right of Claim offered in the Secondary Market of the Platform.
- 1.6. **Buyer** - User who submits an offer to buy the Claim right offered for sale in the Secondary Market of the Platform.
- 1.7. **Claim right** – the Seller's Claim right (the right to require the Borrower to pay the amount of the Loan, interest, interest on late payment, defaults, and other related payments) against the Borrower, arising from the corresponding Loan Agreement. The Individual Terms and Conditions of the Agreement indicate the amount of the Claim right, as well as other information related to the transferable Claim right, data on the Loan Agreement, the Borrower, and the Security Measures applied to the fulfillment of the Loan Agreement.
- 1.8. **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;
- 1.9. Other terms used in this Agreement are understood as they are defined in the Regulation or other applicable legal acts, in the Usage agreement of the crowdfunding platform Crowdpear, in the general terms and conditions of the Loan Agreement and/or in other Platforms documents published on the website located at www.crowdpear.com and in the agreements concluded between the Operator and the User, unless this Agreement stipulates otherwise.

2. SUBJECT OF THE AGREEMENT

- 2.1. In accordance with the present Agreement, the Seller transfers to the Buyer, and the Buyer accepts the Right of Claim sold on the Secondary Market from the Seller, i.e. the right to require the Borrower to pay the amount of the Loan, interest, interest on late payment, defaults, as well as the

right to require the Borrower to fulfill all other obligations arising from the Loan Agreement, under the conditions and procedure established by the Loan Agreement.

- 2.2. The transferable Right of Claim and other conditions of this Agreement are personalized and provided in the Individual conditions.

3. SUBMISSION OF APPLICATION AND OFFER

- 3.1. The Seller who wishes to transfer an existing Right of Claim must mark which existing Right of Claim he wishes to transfer and confirm the offer of transfer of the Right of Claim (Application) in his User account.
- 3.2. The Seller has the right to transfer the Right of Claim for a higher or lower price than the value of the Right of the Claim (remaining unpaid loan amount). The amount specified by the Seller will be considered the price that the Buyer must pay to the Seller for the transferable Claim. The Operator has the right to determine the maximum and minimum price range of the Claim right within which the User can set the price for the transfer.
- 3.3. The Application to transfer the Right of Claim is considered a public and binding Offer to transfer the Right of Claim under the conditions specified in the Application. Key Investment Information Sheet is published together with the application; information about the results of loans, granted through the intermediating Operator, is provided; a warning is given about the risks involved.
- 3.4. The Buyer selects the Right of Claim he wishes to purchase from the Applications published on the Secondary Market of the Platform and confirms his/her will to purchase the selected Right of Claim at the transfer price determined by the Seller.
- 3.5. The application for the transfer of the Claim rights is published in the Secondary market (Bulletin board) for no longer than 14 calendar days. At the end of this period, the Claim transfer application is canceled and the Seller must publish the claim transfer application on the Secondary Market again.
- 3.6. The Operator has the right to cancel the Claim transfer application published on the Secondary market if, before the conclusion of the contract for the transfer of the Claim rights, the essential circumstances related to the relevant Claim right change substantially (e.g. the Project owner repays the loan amount in advance; if the nominal value of the Claim right decreases; upon the termination of the Loan Agreement, etc.).
- 3.7. The Platform offers its Users a counteroffer solution on the Secondary market, which opens the possibility for the Users to negotiate the price of the Claim right sold on the Secondary market. A counteroffer is an interactive solution that allows Users to offer their price for the Claim right sold on the Secondary market. The Seller of the Claim right may accept or reject the received counteroffer if the Offer does not meet the Seller's expectations. If the Seller accepts a counteroffer from the potential Buyer, the transfer of the Claim right will conclude if the Buyer's balance is sufficient for the purchase of the Claim right.

4. CONCLUSION OF THE ASSIGNMENT OF THE RIGHT OF CLAIM AND MOMENT OF ASSIGNMENT OF THE RIGHT OF CLAIM

- 4.1. If the Seller publishes the Application on the Platform, and if the Buyer submits an Offer corresponding to the Application, this Agreement is considered to have been concluded on the assignment of the Right of Claim.
- 4.2. The moment of transfer of the Claim right is considered to be the moment when settlement takes place between the User transferring the Claim right and the User acquiring the Claim right and the funds are credited to the Payment account of the User transferring the Claim right. From this moment, the User who has acquired the Claim right becomes a party to the relevant Loan Agreement and acquires all the rights and obligations that the User who transferred the Claim right had. To the User who has acquired the Claim right all Security instruments associated with it are also transferred.

- 4.3. The transfer of the Right of Claim and other means of ensuring the fulfillment of obligations related to the Loan Agreement are also transferred to the buyer. All expenses related to the formalization of changes to the acquired Claim right and Obligation Security Instrument (if any and/or if they are attributed to Lenders according to other documents drawn up on the Platform) shall be borne by the Buyer.

5. PAYMENT OF THE RIGHT OF CLAIM TRANSFER PRICE

- 5.1 At the time of concluding the Agreement, the Buyer pays the price of the transfer of the Claim right specified in the Individual Terms and Conditions from his User's payment account to the Seller's User's payment account.
- 5.2 At the time of concluding the Agreement, the Buyer must have sufficient funds in his User payment account to be able to immediately pay the purchase price of the Right of Claim. If the Buyer is unable to immediately pay the purchase price of the Right of Claim to the Seller, the transfer of the Right of Claim to the Buyer does not take place and this Agreement is considered automatically invalid without any separate notification.
- 5.3. The Seller also undertakes to pay the fee determined in the Service rates to the Operator for the transfer of the Right of Claim at the time of the conclusion of the Agreement. The fee and the calculation procedure can be found in the rates applied to Platform users published on the Platform. The Operator has the right to deduct this fee from the price of the transferable Right of Claim received by the Seller.

6. REPRESENTATIONS AND GUARANTEES OF THE PARTIES

- 6.1. The Seller represents and guarantees that:
 - 6.1.1. On the day of the conclusion of the Agreement, according to the Loan Agreement, the Borrower's monetary obligation exists and is valid;
 - 6.1.2. On the day of the conclusion of the Agreement, the Seller is the owner of the Right of Claim, and the corresponding Right of Claim is not transferred, pledged, or otherwise encumbered, that the Loan agreement is valid and recovery under the Loan agreement is possible;
 - 6.1.3. The identity of the Buyer, as a Party to the Loan Agreement, is not of fundamental importance to the Borrower;
 - 6.1.4. The means of guaranteeing the fulfillment of the obligations established to ensure the fulfillment of the Loan Agreement, if any, are valid.
- 6.2. The Buyer represents and guarantees, that:
 - 6.2.1. At the time of concluding the Agreement, Buyer was thoroughly familiar with the Application and all the information contained in it about the acquired Right of Claim;
 - 6.2.2. He/She independently assumes all the risks related to the acquired Right of Claim, including the risk that the Borrower may not fulfill and/or improperly fulfill his obligations under the acquired Right of Claim.
- 6.3. The Operator is not responsible for the fact that the relevant Project owner, in relation to whom the Buyer has acquired the Claim right, does not fulfill and/or does not fulfill his obligations properly.
- 6.4. The Operator has the right to limit or prohibit transactions aimed at the transfer and/or acquisition of Claim rights on the Secondary Market (e.g. when the User does not properly fulfill the requirements for the prevention of money laundering and terrorist financing, does not comply with the agreements concluded with the Operator or other Users on the Platform, as well as in other cases when, in the opinion of the Operator, there are significant risks of illegal activity, non-compliance with the contract, fraud or other risks).
- 6.5. The Operator is not responsible in any way for the Secondary Market, as a technical solution (functionality) of the Platform, operational disruptions or temporary suspensions (for example, in

order to improve the Secondary Market), if as a result, the Users cannot transfer for some time (or acquire) Claim rights.

7. FINAL PROVISIONS

- 7.1. The laws of the Republic of Lithuania apply to the Agreement.
- 7.2. All disputes arising from this Agreement or related to it are dealt with in accordance with the procedure established by the legal acts of the Republic of Lithuania in the courts of the Republic of Lithuania.