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**PROCEDURES FOR THE PREPARATION AND VERIFICATION  
OF THE KEY INVESTMENT INFORMATION SHEET  
OF UAB CROWDPEAR**

**1. GENERAL PROVISIONS**

- 1.1. This Procedure for the Preparation and Verification of the Key Investment Information Sheet (hereinafter referred to as the **Procedure**) of UAB Crowdpear (hereinafter referred to as the **Company**) sets out:
- 1.1.1. the requirements for the Key Investment Information Sheet and its preparation;
  - 1.1.2. procedures for verification of the completeness, accuracy and clarity of the information contained in the Key Investment Information Sheet.
- 1.2. The Procedure shall apply to the preparation and verification of the Key Investment Information Sheet in accordance with Article 23 of Regulation (EU) 2020/1503 (hereinafter referred to as the **Regulation**) for investors in a crowdfunding platform operated by the Company.
- 1.3. This Procedure has been drawn up in accordance with the requirements of the Regulation and other legislation applicable to the Company.

**2. TERMS USED IN THE PROCEDURE**

- 2.1. As used in this Procedure, the following terms shall have the meanings set out below:
- 2.1.1. **Company (Operator)** – the operator of the crowdfunding platform UAB Crowdpear, the provider of crowdfunding services UAB Crowdpear, legal entity code 305888586, registered office address Kareiviu st. 11B, Vilnius, Lithuania;
  - 2.1.2. **Identifier** – a standardised, immutable and unique identifier for the relevant crowdfunding proposal;
  - 2.1.3. **Lender (Investor)** – the User financing the Project published on the Platform with crowdfunding funds;
  - 2.1.4. **Key Investment Information Sheet (Sheet)** – a document prepared by the Project Owner for a specific crowdfunding project in accordance with the format set out in Annex 1 hereto for the benefit of prospective Investors;
  - 2.1.5. **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);
  - 2.1.6. **Project Owner** – the User who initiates and publishes a Project through the Platform to attract the Crowdfunding Funds from the Investors;
  - 2.1.7. **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;
  - 2.1.8. **Key Investment Information Sheet (KIIS)** – the document prepared and submitted in accordance with this Procedure, which indicates the basic information about the Project provided for in the Procedure.
  - 2.1.9. **Procedure** – this Procedure for the preparation and verification of the Key Investment Information Sheet.
- 2.2. Other terms used in this Procedure shall have the meaning given thereto in the Regulation or other applicable law, in the Platform User Agreement and/or other documents published on the Platform,

or in agreements concluded between the Parties separately. Unless the context otherwise requires, words used in the singular in the Procedure shall include words used in the plural, and vice versa.

### **3. KEY INVESTMENT INFORMATION SHEET AND THE REQUIREMENTS APPLICABLE TO IT**

- 3.1. The Key Investment Information Sheet must in all cases be prepared by the Project Owner in accordance with the format set out in Annex 1 to this Procedure.
- 3.2. The information in the Key Investment Information Sheet must be presented in an easy-to-read manner, so that it may be understood by Inexperienced Investors. The Key Investment Information Sheet must be:
  - 3.2.1. correct;
  - 3.2.2. clear;
  - 3.2.3. not misleading; and
  - 3.2.4. it must not contain any footnotes other than those referring to the applicable law, including (where relevant) citations.
- 3.3. The Key Investment Information Sheet must contain an Identifier, which shall be created in the following order:
  - 3.3.1. the Company's ISO 17442 legal entity identifier shall be specified (LEI code);
  - 3.3.2. an additional code consisting of eight numeric characters generated by the Company must be submitted which shall be unique for each crowdfunding proposal published on the Platform.
- 3.4. The Identifier shall remain unchanged by minor changes, updates or translations to the Sheet.
- 3.5. The Key Investment Information Sheet may contain active links to other documents that supplement the information in the Key Investment Information Sheet. However, such active links shall in no way replace the information required to be provided in the Key Investment Information Sheet in accordance with this Procedure and Annex 1 to the Procedure.
- 3.6. The information contained in active links in the Key Investment Information Sheet must be consistent with the information contained in other parts of the Key Investment Information Sheet, and the external resources to which the link is made must be freely and easily accessible.
- 3.7. The Key Investment Information Sheet sets out the main risks associated with a particular crowdfunding proposal. The main risks to be documented are set out in Annex 1 to this Procedure. The risk information in Annex 1 must be supplemented in the context of the specific crowdfunding proposal.
- 3.8. The description of the risks associated with a particular crowdfunding proposal must relate to that particular proposal and must be made solely for the benefit of prospective Investors.
- 3.9. The description of risks does not make general statements about investment risks and does not limit the liability of the Project Owner or any persons acting on its behalf.
- 3.10. The financial statements and other financial information set out in Annex 1 to this Procedure shall be presented in accordance with International Financial Reporting Standard (hereinafter referred to as **IFRS**) or Generally Accepted Accounting Principles (hereinafter referred to as **GAAP**).

### **4. KEY INVESTMENT INFORMATION SHEET VERIFICATION**

- 4.1. Each Key Investment Information Sheet prepared by the Project Owner shall be verified by the Company for completeness, correctness and clarity prior to its publication on the Platform.
- 4.2. The verification of the Key Investment Information Sheet shall be the responsibility of the Company's employee conducting the credibility assessment of the relevant Project Owner.

- 4.3. During the verification of the Key Investment Information Sheet, the person responsible shall take a detailed look at the content of the document and assess the following aspects:
  - 4.3.1. whether the Key Investment Information Sheet is drawn up in accordance with the form set out in Annex 1 to this Procedure;
  - 4.3.2. whether the Key Investment Information Sheet complies with the other requirements set out in Chapter 3 of this Procedure, the Regulation and other applicable law;
  - 4.3.3. whether the information contained in the Key Investment Information Sheet is consistent with the Company's knowledge of the specific Project Owner and the crowdfunding project;
  - 4.3.4. whether all the information in the Key Investment Information Sheet is clear and understandable;
  - 4.3.5. whether the information provided in the Key Investment Information Sheet is sufficiently complete and does not raise additional questions.
- 4.4. If the Responsible Person identifies at least one deficiency in a Key Investment Information Sheet with respect to the aspects referred to in Clause 4.3 above, such Key Investment Information Sheet may not be published on the Platform and must be corrected accordingly.

## **5. PUBLICATION OF THE KEY INVESTMENT INFORMATION DOCUMENT ON THE PLATFORM**

- 5.1. The publication on the Platform of the relevant crowdfunding proposal must also be accompanied by a Key Investment Information Sheet (KIIS) for that proposal, prepared and verified in accordance with the requirements of this Procedure.
- 5.2. The Project Owner must notify the Company of any changes to the information in order to ensure that the Key Investment Information Sheet (KIIS) is always kept up-to-date for the duration of the crowdfunding proposal.
- 5.3. The Company shall promptly notify Investors who have made a proposal to invest or expressed an interest in the relevant crowdfunding proposal of any material changes to the information provided in the Key Investment Information Sheet.
- 5.4. If, after posting a Key Investment Information Sheet on the Platform, the Company determines that the Key Investment Information Sheet contains omissions, errors or inaccuracies that could materially affect the expected return on investment, the Company shall promptly notify the relevant Project Owner of such omissions, errors or inaccuracies and the relevant Project Owner shall promptly complete or correct such information.
- 5.5. If the addition or correction provided for in Clause 5.4 of this Procedure is not made promptly, the Company shall suspend the crowdfunding proposal until the Key Investment Information Sheet has been completed or amended, but for a maximum period of 30 (thirty) calendar days.
- 5.6. The Company shall promptly notify Investors who have made a proposal to invest or expressed an interest in a crowdfunding proposal of the circumstances referred to in Clause 5.4 of the Procedure, the actions that the Company has taken and will take thereafter, and the possibility of withdrawing a proposal to invest or an expressed interest in a crowdfunding proposal. If, after 30 (thirty) calendar days, the Key Investment Information Sheet has not been completed or corrected by removing all identified inaccuracies, the crowdfunding proposal shall be withdrawn.

## **6. FINAL PROVISIONS**

- 6.1. The Head of the Company shall be responsible for the proper implementation and control of the Procedure.
- 6.2. Amendments and/or supplements to this Procedure shall enter into force on the day following the date of their adoption, unless a different effective date is specified.

- 6.3. The Head of the Company shall ensure that the Company's employees are informed in a timely manner about changes and/or additions to the Procedure.
- 6.4. The employees of the Company shall be made aware of this Procedure and any amendments thereto in accordance with the procedures established by the Company.

### FORM OF THE KEY INVESTMENT INFORMATION DOCUMENT

This crowdfunding proposal has neither been verified nor approved by the Bank of Lithuania or the European Securities and Markets Authority (ESMA).  
The suitability of your experience and knowledge has not necessarily been assessed before granting you access to this investment opportunity.  
By investing, you assume all the risk for that investment, including the risk of partial or total loss of the money invested.

**Risk alert**

Investing in this crowdfunding project involves risks, including the risk of partial or total loss of the money invested. Your investments are not covered by the deposit guarantee schemes set out in Directive 2014/49/EU of the European Parliament and of the Council (\*). Your investments are also exempt from investor compensation schemes established under Directive 97/9/EC of the European Parliament and of the Council (\*\*).

You may not get any return on your investment.

It is not a savings product and we advise you to invest no more than 10% of your net income in crowdfunding projects.

\* Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (OJ L 173, 12/06/2014, p. 149).  
\*\* Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26/03/1997, p. 22).

**Pre-contractual reflection period for inexperienced investors<sup>1</sup>**

Inexperienced investors are given a reflection period during which they may withdraw their proposal to invest or their interest in a crowdfunding proposal at any time, without stating a reason and without suffering any negative consequences. The reflection period starts at the time the prospective Inexperienced investor submits a proposal to invest or notifies his/her interest and ends after four calendar days.

#### Overview of the crowdfunding proposal

<b>Proposal identifier</b>	Proposal identifier as referred to in Clause 3.3 of the Procedure
<b>Project owner and project title</b>	
<b>Type of proposal and type of financial instrument</b>	
<b>Amount sought</b>	The crowdfunding proposal aims to raise the amount and currency, including the equivalent value in euro and the exchange rate date if the crowdfunding proposal is in a currency other than euro.
<b>Term</b>	Date on which the proposal will be closed to potential investors.

#### Part A: Information about the project owner and the project

(a)	<p><b>Project owner and crowdfunding project<sup>2</sup></b> [Complete this section with the following information, if applicable] <b>Personal identity:</b> Name of the project owner, country of incorporation/registration and registration number.</p>
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<sup>1</sup> The Operator shall consider all Investors (Financier) to be inexperienced unless the Investor has written to the Operator and, following verification, has been categorised as an Experienced Investor (Financier).

<sup>2</sup> Without prejudice to the obligation to provide the information set out in this section, the project owner may also include its logo in this section

	<p><b>Legal form:</b> Legal form.</p> <p><b>Contact details:</b> Website, registered office address, e-mail address and telephone number.</p> <p><b>Ownership:</b> Date of last change of ownership and a brief description of (i) the project owner and (ii) if applicable, the ownership structure of the project. This information can be presented in the form of a diagram<sup>3</sup>.</p> <p><b>Management:</b> Brief description of the governing bodies of the project owner. Where possible and deemed appropriate, reference to the curricula vitae of the members of the management bodies may be included.</p>
(b)	<p><b>Responsibility for the information contained in this Key Investment Information Sheet</b></p> <p>The project owner hereby declares that, to the best of his/her knowledge, no information has been omitted or is materially misleading or inaccurate. The project owner is responsible for the preparation of this Key Investment Information Sheet.</p> <p><i>[Please complete this section by indicating the natural persons and legal entities who are responsible under national law for the information contained in the key investment information sheet. In the case of natural persons, e.g. members of the administrative, management and/or supervisory bodies of the project owner, please indicate their names, surnames and positions. In the case of legal entities, please indicate their names and registered offices]</i></p> <p>"A declaration by each of the above persons pursuant to Article 23(9) of Regulation (EU) 2020/1503<sup>4</sup> of the European Parliament and of the Council as to their liability for the information contained in this Key Investment Information Sheet is set out as [Annex [A] to this document<sup>5</sup>"]".</p>
(c)	<p><b>Core activities of the project owner: goods and services sold by the project owner</b></p> <p>A brief description of the nature of the project owner's current core business and business achievements, including, where appropriate, a brief presentation of the strategy and added value created.</p>
(d)	<p><b>Reference to the latest financial statements of the project owner</b></p> <p>Where possible, reference should be made to the most recent financial statements of the project owner. If the financial statements have been audited, reference may also be made to the relevant audit report(s). If recent financial statements are not available, this must be clearly stated. Reasons for such inaccessibility may also be provided. If no up-to-date financial statements are available, a reference to the latest balance sheet of the project owner may be provided instead, if available.</p> <p>If there is an SPV between the project owner and the investors, the above information may also be provided for the SPV.</p>
(e)	<p><b>Key annual financial figures and indicators of the project owner for the last three years</b></p> <p>Key annual financial figures and indicators such as:</p> <ul style="list-style-type: none"> <li>(a) turnover;</li> <li>(b) the annual net profit;</li> <li>(c) all assets;</li> <li>(d) gross, operational and net profit margins;</li> <li>(e) net debt; debt-to-equity ratio;</li> <li>(f) quick liquidity ratio; debt service coverage ratio;</li> <li>(g) EBITDA;</li> <li>(h) return on equity;</li> <li>(i) the ratio of intangible non-current assets to total assets.</li> </ul>
(f)	<p><b>Description of the crowdfunding project, including its purpose and main features</b></p> <p>A description of the crowdfunding project, including its purpose and main features and the expected use of the funds raised.</p>

<sup>3</sup> For example, if the project owner is part of a group, the diagram may show the structure of the group and the position of the project owner in the group.

<sup>4</sup> Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937, OJ L 347, 20/10/2020, p. 1

<sup>5</sup> The declaration by each responsible person must comply with Article 23(9) of Regulation (EU) 2020/1503

**Part B: Key features of the crowdfunding process and conditions for [raising capital] or [borrowing funds]**

(a)	<p><b>Minimum [target capital to be raised] or [target funds to be borrowed] per crowdfunding proposal</b> [Amount and currency]</p> <p><b>Number of proposals (public or non-public) already implemented by the project owner or the crowdfunding service provider for this crowdfunding project</b></p> <table border="1" data-bbox="224 384 1474 554"> <thead> <tr> <th data-bbox="224 384 443 516">Type of proposal and instruments proposed</th> <th data-bbox="443 384 647 516">Completion date</th> <th data-bbox="647 384 1187 516">Amount [collected/borrowed] and target amount (including euro equivalent and exchange rate date if currency is not euro)</th> <th data-bbox="1187 384 1474 516">Other relevant information, if any</th> </tr> </thead> <tbody> <tr> <td data-bbox="224 516 443 554"> </td> <td data-bbox="443 516 647 554"> </td> <td data-bbox="647 516 1187 554"> </td> <td data-bbox="1187 516 1474 554"> </td> </tr> </tbody> </table>	Type of proposal and instruments proposed	Completion date	Amount [collected/borrowed] and target amount (including euro equivalent and exchange rate date if currency is not euro)	Other relevant information, if any				
Type of proposal and instruments proposed	Completion date	Amount [collected/borrowed] and target amount (including euro equivalent and exchange rate date if currency is not euro)	Other relevant information, if any						
(b)	<p><b>Deadline for reaching [target capital to be raised] or [target funds to be borrowed]:</b> [Date on which the proposal will be closed to potential investors]</p>								
(c)	<p><b>Information on the consequences if [target capital is not raised] or [target funds are not borrowed] by the due date</b></p> <p>Information on the consequences for the crowdfunding process and investor participation if the crowdfunding proposal does not reach the minimum amount e.g:</p> <ul style="list-style-type: none"> <li>• whether the crowdfunding proposal and investor commitments would be withdrawn;</li> <li>• whether the sums paid by investors will be repaid and, if so, under what conditions and when;</li> <li>• whether investors will incur fees or costs if the proposal falls short of the target amount.</li> </ul>								
(d)	<p><b>Maximum amount of the proposal where it differs from the [target capital] or [target funds] referred to in Clause (a)</b></p> <p>The maximum amount of the proposal and the currency (including the euro equivalent if the currency is not the euro) if such amount is different from [target capital] or [target funds].</p>								
(e)	<p><b>Amount of the project owner's own funds committed to the project through crowdfunding</b></p> <p>Information as to whether the major shareholders or members of the management, supervisory or administrative bodies of the project owner have invested in, subscribed for or committed to invest in the proposed instruments, and the amount of their investment, including the percentage of the target amount of the proposal</p>								
(f)	<p><b>Change in the composition of the project owner's capital or loans related to the crowdfunding proposal</b></p> <p>Description of the changes that will alter the capital composition and indebtedness of the project owner as a result of the crowdfunding proposal.</p>								

**Part C: Main types of risk**

<p><b>Description of the main risks</b></p> <p>Complete this section by describing the main risks associated with the crowdfunding project, taking into account the main risks listed below.</p> <p>The following is not an exhaustive list of the main risks. Any other material risks associated with the crowdfunding project, the crowdfunding proposal, the project owner, the transferable securities and the instruments or loans accepted for crowdfunding purposes shall also be described in this Part C.</p> <p><b>Type 1 – project risk</b></p> <p>Risks inherent in the project that could lead to its failure. These risks may relate to, inter alia: (i) project dependencies such as funding, legal affiliation, licensing, copyrights; (ii) the occurrence of adverse scenarios with negative impacts; (iii) the (technological) development of competitors or competing products; or (iv) the risk arising from the project owner.</p> <p><b>Type 2 – sector risk</b></p> <p>Sector-specific risks. Such risks may be caused, for example, by changes in macroeconomic circumstances, reduced demand in the sector in which the crowdfunding project operates, and dependence on other sectors.</p>
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The project sector is described using the taxonomy described in Article 2(1)(a) of Regulation (EC) No. 1893/2006<sup>6</sup> of the European Parliament and of the Council (i.e. the first level of classification).

### **Type 3 – default risk**

The risk of bankruptcy or other insolvency proceedings against the project or the project owner, and other events related to the project or the project owner that could result in a loss of investment by investors.

Such risks may be caused by a variety of factors, including but not limited to: a (significant) change in macroeconomic circumstances, mismanagement, inexperience, fraud, funding that is not aligned with the business objective, failure to bring the product to the market, and cash shortages.

### **Type 4 – risk of lower returns, delayed returns or no returns**

The risk that returns will be lower than expected, delayed or that the project will not provide capital or interest.

### **Type 5 – risk of platform failure**

The risk that the crowdfunding platform may be temporarily or permanently unable to provide its services.

### **Type 6 – illiquidity risk of the investment**

The risk that investors will not be able to sell their investments.

### **Type 7 – other risks**

Risks that are, inter alia, beyond the control of the project owner, e.g. political and regulatory risks.

Additional risks related to project funding:

- **Risk of competition.** The repayment of the loan depends on the project owner's ability to compete with other property developers.
- **Risk of changes in real property values.** The success of the project and the repayment of the loan are linked to the demand for real estate and the market conditions for residential properties.
- **Risk of construction costs.** At any point in time, construction costs in the market could rise.
- **Lack of working capital.** If the asset sale process takes longer than planned / if the borrower has insufficient working capital, the construction of the project may take longer than planned.
- **Risk of sale of assets.** If the sale proceeds more slowly than planned, the project owner may not be able to repay the loan in due time.
- **Risk of damage, destruction or loss of property as a result of any event.** The risk that property is damaged, destroyed or lost as a result of natural or man-made disasters, which may be intentional or unintentional.
- **Risk of project mismanagement.** The project owner is developing several different projects at the same time.
- **Geopolitical risk.** In February 2022, the geopolitical crisis in Europe caused by Russia's military invasion of Ukraine has greatly increased economic uncertainty and the instability of the external environment. As a result of hostilities, the prices of energy and other raw materials are rising, which may affect the successful development of the project.
- **Risk of transfer of the object.** The project owner may encounter difficulties in registering the property with the Centre of Registers, which may delay the sale of the property.
- **Risk of asset liquidity.** Occurs when an asset is located in a less liquid location or when the use of the asset is less sought after.
- **Risk of diminishing returns on the building.** It arises from a reduction in projected income from the lease of assets.
- **Risk of the reduction in occupancy of assets.** Leasing an asset in the event of an unplanned termination of the lease creates a risk of reduced income until the asset is leased again.

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<sup>6</sup> Regulation (EC) No. 1893/2006 of the European Parliament and of the Council of 20 December 2006 establishing the statistical classification of economic activities NACE Revision 2 and amending Council Regulation (EEC) No. 3037/90 as well as certain EC Regulations on specific statistical domains, OJ L 393, 30/12/2006, p. 1.



**Part D: Information relating to the proposal of acceptable collateral for crowdfunding purposes**

(a)	<p><b>Total amount and type of acceptable collateral offered for crowdfunding purposes</b> At least the following information must be provided:</p> <p>a description of the type and class of financial instruments offered;</p> <p>where applicable, the number, denomination, currency and maturity of the financial instruments offered;</p> <p>the relative ranking of the instrument holder's claim in the issuer's capital structure in the event of the issuer's insolvency, including information on the ranking and subordination of securities, where applicable.</p>
(b)	<p><b>Signature price</b></p> <p>The cost of the proposed [acceptable instruments for crowdfunding purposes]. Where applicable, this part shall also specify the minimum number of financial instruments that may be subscribed per investor.</p>
(c)	<p><b>Is it possible to subscribe to more financial instruments and how are they allocated?</b></p>
(d)	<p><b>Signing and payment procedures</b></p> <p>This section must clearly indicate the procedure for subscribing to the financial instruments, including the payment of the subscription price, the term and the manner of payment.</p> <p>If necessary, this section may contain a reference to the signing procedure and other instructions.</p>
(e)	<p><b>The safekeeping and transfer to investors of [transferable securities] or [eligible instruments for crowdfunding purposes]</b></p> <p>This section should include: (1) the exact date of transfer of the financial instruments (if such commitment cannot be determined, the latest possible date of transfer) and the procedure for the transfer of the relevant financial instruments (including the collateralisation of such financial instruments); and (2) the name and contact details (including e-mail address) of the issuer or its representative.</p> <p>If the crowdfunding service provider does not provide storage services, this must be clearly stated.</p> <p>This section includes the identity, registration and contact details of the custodian. It must be mentioned whether the investor has to pay any fee to the custodian.</p>
(f)	<p><b>Information relating to the guarantee or security securing the investment (if applicable)</b></p> <p>(i) Is [guarantor] or [collateral provider] a legal entity?</p> <p>(ii) The identity, legal form and contact details of the [guarantor] or [collateral provider]</p> <p>(iii) Information on the nature and terms of the [guarantee] or [security] (including its ranking)</p>
(g)	<p><b>Information relating to the obligation to redeem [transferable securities] or [eligible instruments for crowdfunding purposes] (if applicable)</b></p> <p><b>Description of the buyback agreement</b></p> <p>This section contains clear and concise information on all buyback commitments.</p> <p>If necessary, more detailed information may be provided via a reference.</p> <p><b>Buyback period</b></p> <p>A description of the terms and conditions of participation in the buyback (including any applicable deadlines).</p>
(h)	<p><b>Information on interest rates and maturity</b></p> <p>This section shall apply to non-equity transferable securities (e.g. bonds) or hybrid instruments (e.g. bonds convertible into shares).</p> <p><b>Nominal interest rate:</b></p> <p>The nominal interest rate per annum must be clearly stated. In addition, this section shall contain a brief explanation of the calculation method or a link to the crowdfunding provider's website providing such an explanation.</p> <p>The annual interest rate shall be disclosed to two decimal places and in the following preferred format:</p> <p>"[...] % per annum (calculated according to [specify the applicable calculation method]);" or, in the case of a variable interest rate, brief information on the main factors determining the interest rate (e.g. Euribor plus X%) and the calculation thereof.</p> <p><b>Date from which interest starts to be paid:</b></p>

	<p><b>Interest payment terms:</b></p> <p><b>Buyback date (including interim payments, if applicable):</b></p> <p><b>Applied profitability:</b></p> <p>The yield shall be calculated as the annual rate using the method used to calculate the annual nominal interest rate and shall be given to two decimal places. It should also briefly disclose the main assumptions underlying the calculation of profitability.</p>
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**Part E: Information on special purpose vehicles (SPVs)**

(a)	<p><b>Is the SPV concluded between the project owner and the investor?</b></p> <p>Yes/no</p>
(b)	<p><b>SPV contact details</b></p> <p>If the answer to the above question is “yes”, the identity, legal form and registered office of the SPV must be specified in this section.</p>

**Part F: Investor rights**

*[In accordance with Article 23(7) of Regulation (EU) 2020/1503, in the case of acceptable instruments for the purposes of crowdfunding, where the information required under Part F exceeds one side of an A4 sheet of paper, if printed, the remainder must be set out in an annex attached to the Key Investment Information Sheet]*

(a)	<p><b>Fundamental rights relating to [transferable securities] or [eligible instruments for crowdfunding purposes]</b></p> <p>A brief description of the main rights associated with the instruments, grouped by type, such as:</p> <ul style="list-style-type: none"> <li>(a) the right to dividends;</li> <li>(b) voting rights;</li> <li>(c) the right of access to information;</li> <li>(d) the right of pre-emption for proposals for measures in the same class of instruments;</li> <li>(e) the right to a share in the profits of the issuer;</li> <li>(f) the right to share any surplus in the event of liquidation;</li> <li>(g) redemption rights;</li> <li>(h) conversion rights;</li> <li>(i) total exit rights in the event of an operational event (i.e. change of management, change of flag).</li> </ul> <p>A reference to the project owner's founding documents and/or other relevant legal documents may be included, together with references to the relevant articles or chapter numbers.</p>
(b) and (c)	<p><b>Restrictions on acceptable instruments for crowdfunding purposes and restrictions on the transfer of instruments.</b></p> <p>This section describes any shareholders' agreement or other arrangement that prevents or restricts in any way the transfer of the instruments, e.g. clauses restricting the right to sell the instruments (e.g. conditions of approval or conditions of temporary indissolubility).</p> <p>This section also describes any other restrictions that apply to the instruments, such as any forced disposal clause (e.g. exemptions, buyback clauses, joint exit obligation on change of control, drag-along rights), with specific reference to the financial terms of such disposal.</p>
(d)	<p><b>Investor's options to withdraw from the investment</b></p> <p>A period of 4 (four) days has elapsed from the moment of full funding of the Project, which is allocated to the non-experienced investors (Funders/Lenders) as a pre-contractual reflection period during which the non-experienced investors (Funders/Lenders) have the right to withdraw their proposal to fund the Project.</p>
(e)	<p><b>In the case of equity instruments, the allocation of capital and voting rights before and after the capital increase resulting from the proposal (assuming the subscription of all eligible instruments for crowdfunding purposes)</b></p>

	<p>The following information shall be provided for each class of authorised capital for the purpose of presenting the allocation of capital and voting rights before and after the capital increase resulting from the proposal:</p> <p>(a) the total authorised capital of the issuer;</p> <p>(b) the number of shares issued and fully paid and the number of shares issued but not fully paid; and</p> <p>(c) the nominal value per share or the fact that the shares have no nominal value.</p> <p>If there are shares that do not represent capital, please indicate the number and main characteristics of such shares.</p>
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## Part G: Loan-related disclosures

(a)	<b>Nature, duration and other material terms of the loan</b>
(b)	<p><b>Applicable interest rates or, where applicable, other remuneration for the investor</b></p> <p>The interest rates applied per annum are clearly stated. In addition, this section shall contain a brief explanation of the calculation method or a link to the crowdfunding provider's website providing such an explanation.</p> <p>Annual interest rates shall be disclosed to two decimal places and in the following preferred format:</p> <p>"[...]% per annum (calculated for each calendar day on the basis of the actual balance of the Loan Amount, assuming a year of 360 days and twelve 30-day months)</p>
(c)	<b>Risk mitigation measures, including the existence of collateral providers or guarantors or other types of guarantees</b>
(d)	<p><b>Schedule of principal repayments and interest payments</b></p> <p>Interest shall be paid on a quarterly basis and the schedule shall be set up and made available to investors after the project is funded on the platform.</p> <p>Early repayment is possible. In such a case, the terms and conditions shall be set out in the loan agreement:</p> <p><b>7.</b> <i>In the event that the Loan Amount or any part thereof is repaid prior to the due date for repayment of the Loan Amount or any part thereof as set out in this Loan Agreement, the Borrower shall be required to pay to the Platform an additional amount of ... percent early repayment administration fee, calculated on the portion of the Loan Amount being repaid. Refinancing of the Loan shall also be considered to be an early repayment. The fee shall be waived when the Loan is less than 14 days from maturity.</i></p> <p><b>8.</b> <i>In the event of early repayment of the Loan Amount or part thereof, interest shall be payable in aggregate in respect of that part of the Loan Amount for a period of not less than 3 (three) months, but not more than the full period of the relevant part of the Loan Amount (i.e., not longer than the due date of the repayment instalment(s) of the Loan Amount or a part thereof).</i></p> <p><i>Upon repayment of the full Loan Amount, the accrued Interest, as well as the Early Repayment Administration Fee, the unpaid Platform fees, the Compensatory Interest, the Interest on Arrears, and any other sums that the Borrower is obliged to pay shall be paid.</i></p>
(e)	<p><b>Any default on the project owner's credit agreements in the last five years</b></p> <p><i>[For the purposes of this section, the definition of default set out in Article 1 of Delegated Regulation (EU) [...] [RTS 5] shall apply]</i></p>
(f)	<p><b>Loan administration (including situations where the project owner defaults)</b></p> <p>This section shall identify the entity (including legal name, registration number and place of registration, registered office and contact details) responsible for the administration of the loan and shall provide a brief information on its administration policy, which shall include information on the procedures to be followed in the event of default on the loan. A link may be provided to the relevant page or document containing the detailed administration policy.</p> <p>The loan shall be serviced by the platform operator UAB Crowdpear.</p> <p>In the event of a default, the <a href="#">Procedure for Management of Defaults of UAB Crowdpear Crowdfunding Platform</a> shall be followed</p>

## Part H: Tax, information and complaints

(a)	<p>Investment-related fees and expenses incurred by the investor (including administrative costs arising from the sale of eligible instruments for crowdfunding purposes)</p> <p><i>This section includes all direct and indirect fees, commission fees, costs incurred by the investor as a result of his/her investment and withdrawals from the investment.</i></p> <p>Crowdfunding platform UAB Crowdpear shall not impose taxes on investors' investments, except in the case of a transfer of a claim.</p> <p>The assignment of the right of claim shall be defined in the <a href="#">General Terms and Conditions of the Assignment Agreement of Crowdfunding Platform UAB Crowdpear</a>, as well as in the <a href="#">Rates Applicable</a>, which sets out the terms and conditions of the assignment of the Right of Claim and the one-off fee of 2% to be paid to the Operator</p> <p>The fees in euros applicable to the investor in the table below shall be based on a hypothetical investment of EUR 10,000 in accordance with the requirements of the applicable legislation.</p> <table border="1" data-bbox="282 646 1511 961"> <thead> <tr> <th colspan="2">Taxes, fees and other costs</th> <th>Hypothetical investment of EUR 10,000</th> <th>% of total investment</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Permanent</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> <tr> <td>Additional</td> <td>Secondary market transaction fee</td> <td>EUR 200</td> <td>2.</td> <td>The Platform's 2% fee for the transfer of the Right of Claim shall be automatically deducted from the sale amount at the time of sale.</td> </tr> </tbody> </table>	Taxes, fees and other costs		Hypothetical investment of EUR 10,000	% of total investment	Description	Permanent	-	-	-	-	Additional	Secondary market transaction fee	EUR 200	2.	The Platform's 2% fee for the transfer of the Right of Claim shall be automatically deducted from the sale amount at the time of sale.
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(b)	<p><b>Where and how to get free additional information about the crowdfunding project, the project owner</b></p> <p>Additional information about the project and the project owner can be found on the platform under the project description</p>															
(c)	<p><b>How and to whom an investor may complain about an investment or about the behaviour of a project owner or crowdfunding service provider</b></p> <p>In summary, the following information is provided:</p> <p>(a) the steps to be taken in the event of a complaint about the conduct of the investment or project owner or crowdfunding provider;</p> <p>(b) a link to the relevant website and a form for such complaints;</p> <p>(c) the most up-to-date website or e-mail address where such complaints can be made.</p> <p>To complain about an investment or about the behaviour of a project owner or crowdfunding provider, you may submit a complaint to <a href="mailto:info@crowdpear.com">info@crowdpear.com</a>.</p> <p>Complaints are dealt with in accordance with the <a href="#">Complaint Examination Procedure of UAB Crowdpear</a></p>															