

RULES CONCERNING AVOIDING OF CONFLICT OF INTEREST

I. GENERAL PROVISIONS

1. Bendras finansavimas UAB, legal entity registration number 303259527 (**SAVY**), shall be an organiser of the administered peer-to-peer lending platform SAVY in the portal www.gosavy.com in which some persons who need a loan (borrowers) may submit applications for loan electronically and the natural person(s) registered in the Platform, i.e. investors, may participate in the auction and invest in such loans.
2. In certain cases, the activities carried out by SAVY may result in a conflict of interest between SAVY, SAVY employees, persons related to SAVY and lenders; therefore, SAVY shall be guided by these Rules Concerning Avoiding Conflicts of Interest (**Rules**).
3. The Rules Concerning Avoiding Conflicts of Interest shall be aimed at establishing the circumstances related to the services of the platform administration, intermediation in grant of loans provided by SAVY (**Services**) which may result in a conflict of interest, and establish the requirements which must be complied with to avoid a possible conflict of interest and established the measures assumed with a view to managing the conflicts of interest.

II. DEFINITIONS

4. For the purposes of these Rules, the following definitions shall apply:
 - 4.1. “**Customer**” shall mean SAVY customer, i.e. borrower;
 - 4.2. “**Employee**” shall mean a person working at SAVY under the employment contract or the service provider providing services at SAVY under an individual activity certificate or according to another type of activity provided for in the legal acts and meeting the requirements;
 - 4.3. “**Person Related to SAVY**” shall mean of the following persons:
 - 4.3.1. SAVY manager, shareholder, partner or person holding other similar position;
 - 4.3.2. SAVY employee² and any other person who directly or indirectly (through third parties) provide and/or ensure provision of the Services on the basis of the cooperation agreement;
 - 4.3.3. natural person who is directly or indirectly related with SAVY by control links;
 - 4.3.4. natural person directly involved in the Services provided by SAVY who seeks to ensure that SAVY could provide the Services according to the agreement on the transfer of fulfilment of the respective functions.

III. CIRCUMSTANCES WHICH LEAD OR MAY LEAD TO A CONFLICT OF INTEREST

² See paragraph 4.2

5. The provisions of the Rules shall apply to the conflicts of interest which may arise between:

5.1. the interests of SAVY and the Customers;

5.2. the interests of the Employees and the Customers;

5.3. the interests of the Employees and SAVY.

6. In pursuance of identifying the conflicts of interest which may affect the interests of the Customers arising in provision of the Services by SAVY, SAVY shall follow the following minimum criteria and seek to assess if SAVY, the Customer, the Employee, the Person Related to SAVY are exposed to any of the following situations where due to the Services provided by SAVY or other reasons (the list is not exhaustive):

6.1. if the Customer or another Customer of the Portal is provided with the same information on the loan and the borrower when submitting application for loan to the auction for funding;

6.2. if the Employee, SAVY or the Person Related to SAVY has the possibility to obtain information unavailable to the Customer and use it with a view to obtaining financial benefit and avoiding losses;

6.3. if the Employee, SAVY or the Person Related to SAVY has the possibility to avoid losses at the Customer's expense.

7. The pre-emptive right to invest in loans granted to the Customer or the pre-emptive right to invest into loans granted to SAVY under the terms and conditions provided for herein shall not be considered as the conflict of interest.

8. SAVY shall invest at least 12 per cent of the total amount of the consumer loan into each consumer loan which will be given a A1-E1 SAVY credit rating at the time of creditworthiness assessment. At this point investment into loans granted by SAVY is carried out via the automatic investment tool.

9. The decision of SAVY to invest under the procedure prescribed in paragraph 8 hereof shall be made taking into account the available funds, the need to balance the money supply and demand at the auction, the need for creation of trust in the system and risk management by SAVY.

10. SAVY may decide to lend funds to the borrower and / or project owner (in the case of a crowdfunding business loan) if within 48 hours of uploading the loan application to the auction, a loan is financed less than 100 % of the requested loan amount.

11. If SAVY provides the borrower with at least part of the total amount of the loan, this information is displayed at auction.

12. SAVY shall be entitled at any time in the future to decide to suspend investment to any Borrower, who will be assigned a A1-E1 SAVY credit rating during the creditworthiness assessment; or (ii) to change the lending criteria specified in these Rules. In the event of any of the decisions referred to in this paragraph, SAVY will inform the lenders by a separate notice.

13. SAVY also has the right to buy the right of claims in the secondary market which are sold at a premium up to 5 percent. In this case, SAVY first of all buys those claim rights that are at a discount or minimum premium, and then all other in line with the purchase budget.

14. The decision of SAVY to buy the right of claims under the procedure prescribed in paragraph 13 is with the purpose of providing secondary market liquidity and the ability of the lender to sell its claims.

IV. MANAGEMENT OF CONFLICTS OF INTEREST

15. SAVY shall also apply the following general organisational and administrative procedures, measures aimed at avoiding and managing conflicts of interest (the list is not exhaustive):

15.1. the procedures of barriers to information such as separation of premises, staff, IT systems which ensure accessibility of confidential information to the persons who have a valid and lawful grounds for obtaining and use of information insofar as this is in the interests of the Customer or SAVY;

15.2. the respective measures, procedures and strategies such as the measures, procedures and strategies ensuring supervision and control of the employees' actions and responsibilities (i.e. professional appointment, promotion, decision making and possible secondary activities) aimed at prohibiting or restricting improper behaviour of any related person in provision of the services;

15.3. disclosure subject to consent of the involved Customer if none of the measures applicable under paragraphs 15.1 and 15.2 hereof are not effective with a view to avoiding damage to the Customer's interests;

15.4. disclosure with a view to avoiding damage to some or all SAVY Customers and disclosure would help to minimise the total damage and none of the measures applicable under paragraphs 15.1 and 15.2 hereof are not effective;

15.5. if none of the afore-mentioned measures is effective, SAVY is entitled to refuse to provide the services with a view to dealing with the particular situation;

15.6. SAVY Employee and/or the Person Related to SAVY cannot have any pre-emptive right to invest into loans;

15.7. SAVY Employee and/or the Person Related to SAVY should not have the possibility to take advantage of the internal information on the borrower available to SAVY as a result of which SAVY Employee and/or the Person Related to SAVY would have better conditions of investment than SAVY Customer;

15.8. in cases where SAVY Employee directly working with assessment of the borrowers invests into loans for personal purposes (i.e. purposes not related to the financial objectives of SAVY), the person must notify the manager of SAVY of investment and obtain an authorisation to do so;

15.9. the technical means of SAVY must ensure that the system should not grant any pre-emptive right to invest into loans to SAVY Employees;

15.10. SAVY Employees and/or Persons Related to SAVY should not share available information on the borrowers with not related persons.

16. SAVY shall assume measures to ensure that:

16.1. SAVY avoided a conflict of interest;

16.2. personal, financial or other interests of SAVY, managers, employees thereof or other related persons did not affect provision of the Services to the Customer;

17. SAVY managers, employees or other persons related to SAVY must avoid conflicts of interest which may arise in fulfilment of the job functions and satisfaction of personal interests and, in the event of such situation, assume all necessary measures to resolve such conflict of interest.

18. For the purposes of determining what actions should be taken in case of a conflict of interest, the responsible employees of SAVY shall take note of the following factors:

18.1. entities among which a conflict of interest may arise;

18.2. the level of risk of the conflict of interest which may prejudice the interests of the Customer, a group of Customers or all Customers;

18.3. the type of the financial behaviour of the Customer, i.e. amounts of the performed ordinary transactions and the amount of the transaction which may lead to a conflict of interest.

V. PROVISION OF INFORMATION TO THE CUSTOMERS

19. The Customers shall be notified of existence of a conflict of interest so that he/she could take a decision on the Services provided by SAVY based on the provided information. The aforementioned information may also be transmitted by telephone if such information may be provided as evidence.

20. These Rules shall be publicly available and published in SAVY portal.

21. These Rules shall be sent to the lenders by e-mail.

VI. FINAL PROVISIONS

22. These Rules shall be revised on a calendar year basis.

23. The Rules may be amended by a decision of the manager.