

This WWW.GOSAVY.COM WEBSITE USE AGREEMENT (the “**AGREEMENT**”) was concluded between

- (1) *Bendras Finansavimas, UAB*, entity code 303259527, address M. Valančiaus g. 1-1, Vilnius (the “**Organizer**”); and
- (2) The Consumer who has concluded this Agreement electronically and confirmed that he/she has accepted the terms and conditions thereof, and uses the Website (the “**Consumer**”);

By visiting the www.gosavy.com Website and/or using the information and/or services contained therein, you hereby acknowledge and confirm that you have familiarized yourself thoroughly and carefully with this Agreement, have understood it and agree to comply with it. You also confirm that this Agreement is in accordance with your true will, you have concluded it not being under the influence of alcohol or other psychotropic substances, and you had and could consult with independent legal or financial advisors regarding the evaluation of this Agreement. If you do not agree with this Agreement, you cannot use the Website and the services provided by the Organizer.

This Agreement shall govern the terms and conditions of the use of the Website, the legal relationship between the Website Consumers and the Organizer, as well as between the Consumers.

The Consumer shall have no right to save, copy, modify, move, transmit or disclose the content of the Website pages. The Organizer shall have the exclusive rights to the data of the consumers (recipients of loans) obtained/submitted by the Organizer prior to the commencement, continuation or termination of business relations, and for Consumers (Lenders) it is clear and understandable.

The Organizer shall assist the Consumers to borrow from each other and electronically conclude transactions on this Website. The Website shall act as a mediator between persons who want to borrow and those who want to lend. The return on loan interest published on the Organizer's Website shall be historical data, may change regardless of the Organizer's will and shall not guarantee income in the future.

The Organizer of the Website shall apply the Risk Model and shall select Consumer Credit Applications for the Auction on its basis. The Organizer shall not give any guarantee to the Consumers that the Loans or Consumer Credits will be repaid under their terms and conditions. The Organizer shall aim to assess the credit risk reasonably and shall continuously improve the Risk Model applicable for the selection of Consumer Credit Applications; however, shall not provide any guarantees regarding the quality of the Risk Model, nor shall assume any losses incurred by Consumers if consumer credits are not repaid. The Consumers shall assume the credit risk on their own free will by investing in Loans or consumer credits. The losses incurred by the Consumers shall be compensated in a manner securing the liabilities specified in the Loan or Consumer Credit Agreements. Crowdfunding transactions - Loans shall be secured by the Mortgage of real estate item (Object of Mortgage) and/or other measures securing the performance of obligations (forfeit - fine, late payment, pawning, suretyship, guarantee or any other legal measures of securing the performance of obligations) in accordance with the terms and conditions, and procedures set forth therein.

Information and data regarding the Consumer shall be presented in the Application and the Auction by the Consumers themselves; therefore, the Organizer of the Website shall not be liable for the correctness and authenticity of the Consumers and this information, and shall not be liable before the Consumers for any loss or damage that was caused or could be caused due to any Consumers' actions, decisions or transactions which were made using the information presented on this Website.

1 DEFINITIONS

- 1.1 “**Monthly administration fee**” means a monthly fee paid to the Organizer of the Recipient of the Loan or Credit for the provision of administration services until the full performance of obligations under the Loan or Consumer Credit Agreement. The Monthly administration fee shall be included in the Monthly payment and its amount shall depend on the loan amount and other individual terms and conditions, and shall be specified in the special terms and conditions, and payment schedule.
- 1.2 “**General Terms and Conditions**” means general terms and conditions of the Loan or consumer credit including all supplements and amendments thereto.
- 1.3 “**Agreement**” means this document containing the terms and conditions of the Website with which the person wishing to use the Website <https://gosavy.com/> and the services provided by the Organizer must agree. This Agreement shall regulate the rules of use of the Website and legal relationships on the Website between the Organizer and Consumers.
- 1.4 “**Risk Model**” means a credit risk assessment model used and developed by the Organizer, statistical data-processing algorithms and other measures (specialist’s assessments, telephone conversations, SMS texts, e-mails) by which the Organizer aims to assess credit risk reasonably, and based on which the Organizer shall select and submit Applications for the Auction.
- 1.5 “**Consumer**” means a member of the Website, a natural or legal person, who is either a Lender or a Recipient of a Loan or a consumer credit who has agreed with this Agreement registered on the Website under the terms and conditions thereof, and approved appropriately by the Organizer.
- 1.6 “**LCC**” means the Law on Consumer Credit of the Republic of Lithuania (Official Gazette, 2011, No. 1-1; 2011, No. 146-6830).
- 1.7 “**LCF**” means the Law on Crowdfunding of the Republic of Lithuania (the Law on Crowdfunding of 03 November 2016, TAR Identification Code: 2016-26828).
- 1.8 “**Auction**” means a manner of concluding a Loan Agreement between the Consumers of the Website whereby the Loan Agreement is concluded between the Recipient of the Loan who has submitted the Application, which the Organizer has approved and initiated a specific auction, and the Lender (s) who has (have) submitted the quickest Proposal(s) under the terms and conditions of the Auction.
- 1.9 “**Recipient of the Loan**” means a natural person of at least 18 years of age who is a citizen of the countries of the European Economic Area and/or a legal person registered in the register of legal entities of the countries of the European Economic Area who has duly signed and submitted the Application via the Website and whose application has been approved on the Website.
- 1.10 “**Service fees**” means the fees applicable to Consumers as defined on the Website, including but not limited to the administration fees.
- 1.11 “**Lender**” means is at least 18 years of age and is a citizen of the countries of the European Economic Area who has submitted a proposal for a loan or consumer credit via the Website, a permanent resident of the countries of the European Economic Area of at least 18 years of age and/or a natural or legal person duly registered with the Website and / or another natural person who has properly opened an account, has confirmed his/her identity and has carried out the actions of client identification in accordance with the internal procedures of the payment partner Paysera LT or the procedure(s) of the Organizer, as a financial institution, for the purpose of Customer identification. The consumer credit

provider shall also be considered as a Lender.

- 1.12 “**Contract fee**“ means a one-time fee paid by the Recipient of the Loan or Credit to the Organizer for the service of data collection from the register and assessment, determination of the risk of insolvency and finding of persons who wish to finance the loan (to lend).
- 1.13 “**Administration fee**” means the administration fee specified in the payment schedule of the Recipient of the Credit whose period 0 shall be intended for the payment of the Contract fee, and other periods from the 1st (first payment) to the expiration of the Consumer Credit Agreement shall be intended for the payment of the Monthly administration fee.
- 1.14 “**Special Terms and Conditions**” means the Application (Offer) submitted by the Recipient of the Loan and approved by the Organizer and the Proposal (Acceptance) of the Lender.
- 1.15 “**Amount of the Loan**“ means the amount of the loan or the consumer credit lent by the Lender(s) via the Website to the Recipient of the Loan which corresponds to the application completed by the Recipient of the Loan and which the Recipient of the Loan undertakes to repay to the Lender(s) and to pay Interest and other fees.
- 1.16 “**Application**“ means a public proposal to conclude a loan or consumer credit agreement submitted by the Consumer on the Website, prepared in accordance with the form completed by the Recipient of the Loan on the Website and supported by written documents and personal data of the Consumer electronically approved by the Recipient of the Loan and the Organizer.
- 1.17 “**Right of Claim**“ means the right of claim of the Lender against the Recipient of the Loan under the Loan or Consumer Credit Agreement the amount of which shall be specified in the Proposal (in the Special Part) including all the rights attached thereto or arising from it.
- 1.18 “**Proposal**” means a document submitted by the Consumer on the Website who intends to lend money to a person who has submitted an Application whereby the Consumer accepts and approves the terms and conditions stipulated in the Application.
- 1.19 “**Loan or Loan Agreement**” means an agreement concluded between the Recipient of the Loan and the Lender(s) via the Website based on which the Lender shall grant a loan to the Recipient of the Loan under the terms and conditions of the Agreement, whereas the Recipient of the Loan undertakes to repay the loan received and to pay all payments related to the reception thereof (Service rates, Interest, etc.). The Consumers are aware that all amendments and appendices of the Agreement made upon mutual agreement of the Consumers shall become an integral part of the Agreement and shall be binding on the Parties to the Agreement. The Loan may be secured by the Mortgage of real estate item (Object of Mortgage) and/or other security measures (forfeit - fine, late payment, pawning, suretyship, guarantee or any other legal measures of securing the performance of obligations) in accordance with the terms and conditions, and procedures set forth therein. The Loan Agreement shall consist of Special Terms (the Application and the Proposal), and General Terms and Conditions.
- 1.20 “**Interest**” means the monthly interest rate, which the Recipient of the Loan undertakes to pay to the

Lender on the amount of the Loan specified in the Application prior to the Auction.

- 1.21 “**Organizer**” means the private limited liability company *Bendras Finansavimas, UAB*, entity code 303259527, operating at the address Valančiaus str. 1-1, Vilnius, 01130, Lithuania.
- 1.22 “**Website**” means the system supervised and administered by the Organizer, at the address <http://www.gosavy.com>, on which the Recipients of the Loan and the Lenders, having duly completed the Applications and obtained the confirmation of the Organizer, may borrow or lend money by participating in auctions and creating in this way legal relationship of a Loan. The Organizer shall perform its activities as the administrator of the Website.
- 1.23 “**Deferment of the first payment of the consumer credit**” means the right of the Recipient of a Consumer Credit to defer the first payment of the consumer credit by paying the Interest and Monthly administration fee for the deferment period. Deferment of the first payment of the consumer credit means a service provided by the Organizer that can be used by the Recipient of a Consumer Credit. If the Recipient of the Consumer Credit uses this service, this service shall in no case (i) be treated as a modification (extension) of the term of the Consumer Credit Agreement under Section 9 of this Agreement; (ii) the Special Terms and Conditions of the Consumer Credit (Loan amount and Interest) will not be modified and only the first payment of the consumer credit will be deferred, and (iii) will not be considered as a debt restructuring.
- 1.24 “**Consumer’s self-service system**” means the Consumer’s individual account protected by a unique password of the Consumer to perform various actions on the Website, i.e. to submit Applications and Proposals, to lend money, conclude Loan Agreements, to view the history of the actions performed by the Consumer, to receive the Organizer’s notifications and to manage his/her account in any other manner;
- 1.25 “**Consumer’s Paysera account**” means a unique Consumer’s account opened in the system administered by the private limited company *Paysera LT, UAB*, entity code: 300060819, at the address <http://www.mokejimai.lt/www.paysera.lt>, at the moment of opening of which a specific person is being identified. This account shall be used on the Website for the transfer of Credit funds, and for credit or debit payments. *Paysera LT, UAB* is an electronic money institution in charge for the proper functioning of the account supervised by the Bank of Lithuania.
- 1.26 “**Consumer bank account**” means the Consumer account with a bank or other regulated institution.
- 1.27 “**Consumer’s number**” means a unique number of each registered Consumer of the Website assigned by the Organizer intended for the identification of the Consumer.
- 1.28 “**Rules**” means the Organizer’s rules for the assessment of solvency and responsible lending of the recipients of the consumer credits, including any amendments and supplements thereto, or the rules for the assessment of reliability of Project owners applied for crowdfunding, including any amendments and supplements thereto, depending on the context within which the Rules are used;
- 1.29 “**Registration fee**” means a one-time fee which the Recipient of the Loan must pay to confirm the registration data, this Agreement, General Terms and Conditions of the Loan and the consent to handle personal data via electronic channels. The amount of the registration fee set by the Organizer shall be indicated on the Website.
- 1.30 “**Management fee**” means the fee payable by the Funders to the crowdfunding platform operator at

the time of the crowdfunding transaction.

2 DUTIES AND OBLIGATIONS OF THE CONSUMER

2.1 The Consumer must:

2.1.1 not perform any illegal activities on the Website (including but not limited to money laundering, legalization of illegally acquired funds, etc.); communicate with the Organizer and other Consumers in line with generally accepted moral principles;

2.1.2 submit only true and correct information to the Organizer and other Consumers;

2.1.3 keep the login data to the Website confidential and not to disclose it in any manner to any third parties. The Consumer shall be liable for any loss or damage caused because the login data to the Website became known to any third party, and legal relationship was created due to this reason. The Consumer confirms that all transactions concluded via the Consumer's self-service system will express the Consumer's true will and will be binding to the Consumer in any case (including but not limited to the cases when any third parties, who have possibly obtained the data, concluded the transactions on the Consumer's behalf – lend and/or borrow money when the Consumer transfers the login data to any third party at his/her free will, etc.);

2.1.4 constantly update relevant information (his/her account number, name, surname, contact details);

2.1.5 change the login data to the Website in case there is a risk that any third parties may have become aware of this data.

2.2 The Organizer shall have the right to restrict the Consumer's right to use the Website, including the complete removal of the Consumer from the Website, and take any other actions which the Organizer deems necessary, including but not limited to suspension or non-fulfilment of its own rights and duties if such action or inaction of the Organizer is necessary in order to ensure unconditional functional operation of the Website, and/or other Consumers' rights and duties.

2.3 In all cases, the Organizer shall have the right to suspend the registration of the Consumer with the Website and/or to remove him/her from the Website if:

2.3.1 the Consumer fails to fulfil his/her duties and/or obligations, has submitted or submits incorrect, erroneous, false and/or incomplete information;

2.3.2 the Consumer's behaviour in respect of other Consumers does not comply with the generally accepted moral principles;

2.3.3 the Loan granted to the Consumer would be contrary to the Rules or good morale.

2.4 In all cases when the Organizer is reasonably certain that the Consumer submits false information about himself/herself and/or illegally uses personal data that is not owned by him/her, the Organizer shall reserve the right to notify the law enforcement institutions in charge about such a situation.

3 USE OF THE WEBSITE AND INVESTING

- 3.1 The person who wishes to use the services of the Website must register. Registration is free of charge. A registered person becomes a Consumer of the Website only after his/her registration is approved. Once the registration of the Consumer of the Website has been approved, he/she shall have the right to freely invest and borrow, submit Proposals and Applications on the Website.
- 3.2 During the registration process, the person must enter his/her e-mail to which the person shall immediately receive a unique password.
- 3.3 Having received unique login data from the Organizer, the person must change it immediately. The login name of the person shall be the e-mail specified by that person.
- 3.4 Only the registered consumers who have confirmed that they agree with this Agreement may use the services provided on the Website.
- 3.5 Consumers who wish to provide (lend) crowdfunding funds to the Recipient of the Loan must additionally perform an assessment of the funder's eligibility. Following the assessment of the funder's eligibility, the Organizer shall warn the Consumer of crowdfunding risks, including information of the potential full or partial loss of the funds (capital) intended for financing the project, risk of the Consumer's (funder's) failure to earn the expected profit, risk of insolvency of the Recipient of the Loan, risk that the insurance cover provided for in the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania shall not apply to crowdfunding, liquidity risk of funding, as well as other risks characterising crowdfunding.
- 3.6 Every time when the Consumer wishes to perform any actions on the Website, he/she must login by entering his/her unique login name and password.
- 3.7 After the Consumer electronically confirms that he/she agrees with the Agreement, the Agreement shall be considered concluded. The Parties agree that the actions performed by the Consumer when registering with the Website and agreeing with this Agreement, Special Terms and Conditions (Proposal, Application) and General Terms and Conditions of the Loan or Consumer Credit, as well as personal data specified when registering with the Website (confirmed by the Consumer clicking the "tick" or the "I agree" button, the Consumer's number, breakdown of SMS text, breakdown of the Consumer's Paysera account, the Consumer's or the Website's e-mails or voice recording of a telephone conversation, or an extract of the Website concerning the Consumer's actions in the Consumer's self-service system on the Website, or the Recipient personal identification carried out by transferring the Registration fee to the Organizer) shall be considered the Consumer's signature having the legal force established in article 5(1) of the Law of the Republic of Lithuania on Electronic Identification and Trust Services for Electronic Transactions, whereas the Application and Proposal, on the basis of which the Loan or Consumer Credit Agreement is concluded, under which the amount of the Loan or the Consumer Credit, granted by the Lenders, is transferred to the recipients of the Loan or Consumer credit, shall be equal to a document drawn up in a written form and shall entail the same legal consequences as a document confirmed by the Consumer's signature on each page.

3.8 After registration, the Organizer shall send all notifications addressed to the Consumer at the e-mail specified by the Consumer. The Consumer confirms that he/she agrees that a notification shall be considered duly delivered after 24 hours from sending it.

4 IDENTIFICATION OF THE CONSUMER

- 4.1 The Consumer who wishes to become a Recipient of the Loan and/or the Lender first must be identified.
- 4.2 The Consumer must create the Consumer's Paysera account or to associate the Consumer's Paysera account which the Consumer already has with the Website to be identified properly. The Recipient shall identify his/her personality in the manner set forth in paragraphs 4.7.2 and/or 4.7.3
- 4.3 The Consumer's Paysera account shall be created by clicking a respective link on the Website by the Consumer. Later, the Consumer can choose to create a new consumer's account or to confirm his/her identity via the already available Consumer's Paysera account.
- 4.4 The Consumer must confirm that he/she grants the Organizer the authorization to manage the funds available in his/her Paysera account up to a certain limit for the purposes of transferring the funds to the Recipient of the Loan on behalf of the Lender and crediting monetary funds of the Recipient of the Loan to the Lender and Organizer.
- 4.5 Having confirmed his/her identity, the Consumer shall have the right to become a Recipient of the Loan and/or the Lender and/or to perform all other transactions on the Website.
- 4.6 The Recipient of the Loan must follow these steps if he/she wants to confirm the Application:
- 4.6.1 submit his/her personal data, email address, phone number;
 - 4.6.2 familiarise and agree with the Agreement, General Terms and Conditions, Standard information about the Consumer credit, and Rules for processing of personal data;
 - 4.6.3 approve data and documents provided in the registration form and pay the Registration fee;
 - 4.6.4 the Recipient of the Loan must pay the Registration fee only from his own personal account, which exists at one of the foreign bank branches operating in the Republic of Lithuania specified on the Website or licensed electronic money institutions where the Recipient of the Loan has properly confirmed his/her identity;
 - 4.6.5 The Recipient of the Loan must pay the Registration fee only from his/her own personal account, into which he/she wants to receive the money funds;

4.6.6 The Recipient of the Loan must pay the Registration fee via money transfer to the account stated by the Organiser. The Recipient of the Loan must pay the Registration fee by using the online banking or electronic money institution system;

4.6.7 When paying the Registration fee, the Recipient of the Loan must indicate the unique array of symbols in the “Purpose of Payment” section of the payment document, which the Organizer shall provide on the Website or in the instructions after the Recipient of the Loan has provided his details and familiarised himself with the documents;

4.6.8 The Organizer and the Recipient of the Loan agree that the Recipient of the Loan, by paying the Registration fee, confirms:

4.6.8.1 the Application submitted;

4.6.8.2 his/her will to accept such General term and conditions, the Agreement, and Rules for processing of personal data with which he familiarised himself and agreed when completing the application form on the Organizer’s Website;

4.6.8.3 his/her request that the Organizer should transfer money funds into the account of the Recipient of the Loan from which he/she paid the Registration fee.

4.6.9. The Organizer shall not be responsible for crediting the Registration fee to the Organizer’s account if at least one of the following conditions apply:

4.6.9.1 the Registration fee has not been credited into the Organiser’s account due to the fault of the bank or third persons;

4.6.9.2 the Recipient of the Loan has failed to fulfil or improperly fulfilled the transfer requirements specified on the Website;

4.6.10 The Organizer and the Recipient of the Loan confirms that the restriction to transfer the funds from 22:00 to 7:00 does not mean that the Recipient of the Loan cannot confirm his/her identity or confirm an Application.

4.7 The Organizer shall determine the identity of the Customers using any of the following means of identifying the Client, in each case individually:

4.7.1 measures provided for in Article 13 of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania shall be implemented in respect of Consumers who have opened a personal account with *Paysera LT*, *UAB* (Paysera), and a third party, Paysera, shall determine the identity of the Clients (Lenders) in accordance with internal procedures and instruments approved by Paysera;

4.7.2 physically by courier or upon arrival of the Recipient of the Loan to the Organizer’s premises;

4.7.3 by means of remote identification using (i) qualified e-signature; or (ii) electronic means allowing direct transmission of video/photos.

5 AMOUNTS OF THE LOAN, INTEREST, PERIOD, APPLICATION

5.1 The Loan Agreement shall be concluded during the Auctions taking place on the Website, i.e. when the Consumer submits the Application (Offer) approved by the Organizer, and the Lender submits the Proposal (Acceptance) during the Auction and, if the material terms and conditions (Special Terms & Conditions) of the Application and the Proposal coincide and the Consumers agree with the General Terms & Conditions, the Loan Agreement shall be concluded. The material terms and conditions shall be the amount of the Loan, Interest and Period.

5.2 The Consumer wishing to submit an Application must specify the amount of the Loan, Interest and Period for which he/she wishes to borrow.

5.3 Requirements applicable to the amount of the Loan:

5.3.1 Loans shall be granted and received via the Website in the currency specified in the Application. The Organizer shall have the right to decide on the currency in which the Loan shall be granted;

5.3.2 the Organizer shall have the right to recommend the Consumer to reduce the amount of the Loan. If the Consumer does not reduce the amount of the Loan specified by him/her, the Organizer shall have the right not to approve the Application and not to permit the Auction to take place.

5.4 Requirements applicable to Interest:

5.4.1 when submitting the Application, the Consumer shall indicate the desired Interest;

5.4.2 at the time of the assessment the Application, the Organizer shall have the right to fix the Interest. If the Consumer does not agree with the fixed Interest, the Organizer shall have the right not to approve the Application and not to permit the Auction to take place;

5.4.3 by submitting Proposals (Applications) for the Auction, the Lenders shall lend money at the Interest specified in the Application of the Loan;

5.4.4 if the Recipient of the Loan misses the period of payment of the Interest, the Organizer may calculate the increased Interest in line with the amounts specified on the Website or the Special Terms and Conditions.

5.5. The Consumer shall have the right to specify a desirable period of the Loan which may not be shorter and/or longer than the minimum and the maximum periods of the Loan approved by the Organizer at the moment of completion of the Application.

5.6 A unique document presenting a preliminary schedule of repayment of the Loan generated in line with the amount of the Loan, the Interest and the Period specified by the Consumer, all fees which should be paid by the Consumer and other important information shall be generated for the Consumer.

5.7 The Consumer wishing to submit an Application must complete the form on the Website and specify the following:

5.7.1 Consumer's personal information (name, surname, personal identification number, personal identification document number, email address, contact phone number, etc.);

5.7.2 number of the account for the payment of the Registration fee and to which the funds (the amount of the Loan) will be transferred;

5.7.3 Consumer's monthly income;

5.7.4 Consumer's expenses and liabilities to other financial institutions;

5.7.5 family status;

5.7.6 persons engaged in politics;

5.7.7 submit consent:

5.7.7.1. to the Rules for the Processing of Personal Data;

5.7.7.2. to the General Terms and Conditions of the Agreement;

5.7.7.3. to the Website Use Agreement;

5.7.7.4. confirm that the information provided in the Application is correct and that the Consumer shall assume responsibility for the damage and loss that may result due to the approval of false information;

5.7.8 give consent or not to give consent to (optionally):

5.7.8.1. to processing of data for direct marketing purposes, including profiling;

5.7.8.2. in the event the loan application is rejected, the company administering the platform, *Bendras finansvimas, UAB*, will transfer personal data to *IPF Digital, UAB* which provides consumer credits and manages the trademark Credit24 for the purpose of assessing the creditworthiness and, if financing is possible, for the submission of a financing proposal.

5.8 Having received an approved Application, the Organizer shall assess it and shall have the right to:

5.8.1 approve the Application and transfer it to the Auction section;

5.8.2 in cases when the Recipient of the Loan failed to submit a bank statement and/or a report of "Mano Creditinfo", and/or the information submitted is not accurate, and/or the Organizer wishes to obtain additional information from the Recipient of the Loan, the Organizer shall have the right to contact the Recipient of the Loan at the contacts and telephone number specified by the Recipient of the Loan in order to obtain the missing information. The information contained in bank statements shall not be disclosed to any other Consumers in any cases and shall be used only to check the accuracy of the information submitted;

5.8.3 in the cases when the Recipient of the Loan has submitted false or incomplete information together with the Application and/ or in any other cases, the Organizer may, at its own discretion, refuse to approve the Application and not to transfer it to the Auction section;

5.8.4. in the cases when the Organizer decides on the basis of the information submitted by the Recipient of the Loan that the Amount of the Loan and/or the Interest, and/or the Period must be changed; a new Application shall be generated. The Consumer shall have the right not to approve the new Application. In such a case, the Organizer shall have the right not to approve the initial Application and not to transfer it to the Auction section.

5.9 When the Organizer approves the Application, it shall be transferred to the Auction Section for a period of no longer than 90 days.

5.10 If the Lenders submit the Proposals compliant with the Application sooner than within 90 days, the Auction shall be considered as having taken place and been completed. In the case permitted by the Organizer, the Consumer himself/herself shall be able to set the duration of the Auction.

5.11 If the Application is not fully completed within 90 days, the Auction shall be considered as not having taken place and shall not create any legal relationship for the Recipient of the Loan, the Lender and/or the Organizer.

5.12 The Organizer may not be considered guilty and/or having violated its duties if the Auction does not take place.

5.13 Having placed an Application to and during the Auction, the Organizer shall have the right to disclose the information concerning the Recipient of the Loan, namely: his/her place of residence, profession (occupation), amount of expenses, type of expenses, amount of income, type of income, owned property, education, employment experience; in the event of the mortgage loan – information on the Recipient of the Loan: name of the legal entity (LE), registration and/or seat address, company description, sector, product (service) provided, financial documents, data on the security for the Loan which is reasonably required by the Lenders to assess the Application in accordance with terms and conditions thereof, and submit their Proposals; however, the Organizer may not disclose the name, surname, personal identification number, exact address of the Recipient of the Loan, including subrogation under Clause 16 of this Agreement. In the case of mortgage loan crowdfunding, the Organizer may not disclose the name, surname, personal identification number, exact address of the person authorized by the Recipient of the Loan, including subrogation under Clause 16 of this Agreement.

5.14 During the Auction, each Consumer shall have the opportunity to review the submitted Proposals in real time.

5.15 During the Auction, the Lenders may submit Proposals by setting the amount of the Loan proposed; however, they may not offer lower and/or higher Interest than set by the Recipient of the Loan. The main portion of the Loan offered by the Lender must not be lower than EUR 10. The main portion of the Loan offered by the Lender must not exceed the amount of the Loan set by the Recipient of the Loan in a specific Auction.

- 5.16 The total amount of consumer credits granted by the Lender to one Recipient of the Consumer Credit on one mutual lending platform and not repaid may not exceed EUR 500. Investing under a crowdfunding transaction shall not be limited to a specific amount, so the Lender, after assessing the risk, may lend the selected amount of money to the Recipient of the Loan.
- 5.17 The Lender may not lend more funds than available in the Lender's account. When the Lender confirms a specific amount of money for the Recipient of the Loan during the Auction, the respective amount available in the Lender's account shall be reserved for this specific Loan.
- 5.18 Having submitted a Proposal in the Auction, the Lender shall electronically confirm that he/she agrees with the terms and conditions of the Application, i.e. by clicking the "I agree" button, he/she shall submit official consent to conclude a Loan Agreement (Acceptance). The Proposal shall be valid until the end of the Auction.
- 5.19 Having signed the Proposal, the Lender may not submit a new Proposal from the reserved amount and/or transfer this amount to his/hers another account, except when the Organizer cancels the reservation in case the Auction does not take place.
- 5.20 The Organizer shall cancel the reservation of the Lender's funds in case the Auction does not take place. In such a case, the Consumer may freely dispose of the amount available in his/her account, which was reserved before.
- 5.21 The Lender may not withdraw or amend his/her Proposal during the Auction.
- 5.22 The Organizer during the auction shall have the right to restrict the Consumer Application and/or Lender Proposal.

6 AUCTIONS, CONCLUSION OF THE LOAN AGREEMENT

- 6.1 The Lender wishing to take part in the Auction must create his/her Consumer's Paysera account and authorize the Organizer to manage and perform technical actions related to monetary funds on behalf of the Consumer as well as to have monetary funds available in his/her account.
- 6.2 The Loan Agreement shall be concluded by way of an Auction and shall be considered automatically concluded between the Recipient of the Loan and the Lender(s) who has (have) won the Auction from the moment of the end of the Auction. The Auction shall be successfully completed when the Proposals comply with the Application (coincide with the term and conditions of the Loan, the Interest and the amount of the Loan) or, on the Organizer's proposal, the Recipient of the Loan agrees with a smaller amount of the Loan.
- 6.3 At the request of the Recipient of the Credit, the Auction may terminate earlier than after 90 days from the beginning of the Auction. In such a case, the amount of the Credit financed by the end of the Auction shall be transferred to the Recipient of the Credit.
- 6.4 The Organizer shall record and register all Proposals submitted in the Auction in the chronological order. This order shall be determined in respect of the time of the Website.

- 6.5 The Auction shall be organized based on the priority principle, i.e. the Lenders who were the first ones to submit the Proposals shall win the Auction.
- 6.6 The Lender may not cancel the Proposal after the moment it is signed.
- 6.7 The Auction shall be considered as not having taken place if no Proposals for the whole amount of the Application are submitted within 90 calendar days from the beginning of the Auction. In such a case, a Loan Agreement shall not be concluded on the grounds of the Application.
- 6.8 After the Auction is completed, the Website shall send the notifications about the results of the Auction to the Consumers and shall specify the Consumers who won the Auction as well as the Proposals on the ground of which the Loan Agreements were concluded.
- 6.9 After the Auction is completed, the Organizer shall perform the following actions: (i) assign a unique identification number to the Loan Agreement and send it at the e-mail address of the Recipient of the Loan registered in the Organizer's database; (ii) form a relevant schedule of the loan for the Recipient of the Loan; as well as (iii) debit the funds from the Lenders' Paysera accounts to the Recipient's of the Loan Paysera account and/or to the special purpose transit account not later than within 12 hours from the end of the Auction. After the debit, the Organizer shall transfer the funds either to the bank account of the Recipient of the Loan, Paysera account and/or in the event of a targeted loan, to the beneficiaries known in advance (e.g. in the case of refinancing, to other credit or financial institutions).
- 6.10 The Lender confirms that the Organizer shall have the right to credit the amount specified in the Proposal from the Lender's Paysera account to the Recipient's of the Loan Paysera account as stipulated in the authorization of the Consumer's Paysera account.
- 6.11 After the Auction is completed, all Lenders who have won the Auction shall have the opportunity to familiarize themselves with the Application signed by the Recipient of the Loan.
- 6.12 After the Auction is completed, the Consumers shall have the opportunity to find out their schedule of repayment of the Loan, payment status, existing balance and other information in real time.
7. INSOLVENCY OF THE ORGANIZER, TEMPORARY ADMINISTRATION OF ASSETS AND ANNOUNCEMENT OF THE AUCTION
- 7.1 Article 25³(4) and Article 25¹(6)(5) of the Law on Consumer Credit, and Article 9(7) and Article 11(1)(6) of the Law on Crowdfunding of the Republic of Lithuania constitute an obligation for the mutual lending and crowdfunding platform operator to establish a Business Continuity Plan and submit it to the Bank of Lithuania for approval (for entry into the public list of mutual lending/crowdfunding platform operators). The Business Continuity Plan shall include tools and procedures to ensure the Operator's business continuity and smooth administration of contracts, and uninterrupted fulfilment of contractual obligations in the unforeseen events. One of the circumstances that may occur during the performance of Organizer's activities is the Organizer's insolvency.

- 7.2 In order to implement the Business Continuity Plan, to properly protect the rights and legitimate interests of the consumers (Lenders and/or Recipients of Loans), to separate the assets belonging to the Lenders and the Organizer, and to minimize the potential negative consequences of insolvency of the Organizer, the assets shall be subject to temporary administration under an agreement concluded between the Organizer and the law firm in the event of insolvency of the Organizer. Temporary administration may also be established in the event of other circumstances specified in the Business Continuity Plan.
- 7.3 The Organizer shall transfer data, documents and logins to the Organizer's system and accounts to a lawyer/professional body of lawyers on a durable medium for the purpose of administering the Investors Fund, the Portal Loans Portfolio and other assets (hereinafter referred to as the "Assets"). This transfer of data, documents and logins shall be deemed the beginning of the temporary asset management.
- 7.4 During asset management, new loans shall not be granted, secondary market functionality may be suspended and transactions shall not be executed. In the course of the temporary asset management, if technically possible, the collection of payments from the Recipients of Loans via the payment partner *UAB Paysera LT* shall be continued. If collection from the Recipients of Loans via *UAB Paysera LT* becomes impossible, the temporary asset administrator shall inform the Recipients of Loans about the change in payment details and shall use a separate deposit account of the client of a lawyer/professional body of lawyers for the collection of Portfolio contributions dedicated exclusively to the collection of payments from the Consumers (Recipients of Loans).
- 7.5 The temporary administrator shall separate parts and funds of the Loan Portfolio belonging to the Organizer and the Debtors. The temporary administrator shall keep accounts of the Recipients of Loans and Lenders. The administrator during the temporary assets management (lawyer/professional body of lawyers) shall keep records of funds of the Organizer and Lenders' Assets held in separate deposit accounts of a lawyer/professional body of lawyers. After taken over the administration of the Investors Fund, the administrator shall keep separate records of funds and payments to the Borrowers shall continue to be executed as provided in this Website Use Agreement. Likewise, the temporary administrator shall administer the portfolio of discontinued loans, pre-trial, court, enforcement proceedings and have the power to terminate loan agreements with insolvent debtors, to apply for the pre-trial debt recovery, trial, and enforcement. The funds recovered shall be kept separate.
- 7.6 After the transfer of the Assets, not later than the date of the court order to initiate bankruptcy proceedings against the Organizer enter into force, or to appoint a bankruptcy administrator according to the decision of the creditors committee, the temporary administrator shall publish and execute the auction, publish the auction information in the media by offering to acquire the Loan Portfolio and other Assets transferred, and/or to take over the administration of the Lenders' Assets, and the execution of other obligations to the Beneficiaries (Lenders). The purpose of sale of the Loan Portfolio during auction is to satisfy the claims of creditors who have applied to the court for opening bankruptcy proceedings, thereby eliminating the circumstances that are/could be the basis for opening bankruptcy proceedings against the Organizer under Article 9 (5) of the Law on Enterprise Bankruptcy (LEB) of the Republic of Lithuania, or to take a decision during a creditors meeting to conduct a bankruptcy procedure in an out-of-court manner (Article 12 (4) of the LEB). The temporary asset administrator shall take actions on the sale of the Assets

(Loan Portfolio) as the Assets have a financial value and depending on the actual situation at that time, it may be enough to settle with the creditors and terminate the bankruptcy process. The temporary administrator shall set the auction rules and procedures. He/she may appoint an auctioneer to carry out the auction. The temporary administrator may separate the Loan Portfolio (good, bad loans) and offer them for sale at the auction separately. He/she may also offer to buy only the parts of the Loan Portfolio owned by the Organizer or the Lenders at the auction. The sale of the Loan Portfolio or part thereof owned by the Lenders is only possible if the Lenders express their consent (a qualified part (2/3) of all Lenders voting by electronic means (expressing will) for the sale of Assets (e.g. part of performing and/or non-performing loans)). If the Lenders' consent for the sale of the Assets is not received, the temporary administrator shall provide by email alternate offers to the Lenders. If the decision is not taken by alternative voting, the temporary administrator shall hold a third and final vote on the sale of the Assets of Lenders. The result of this vote shall be final and the offer with the highest number of votes shall win. On the basis of this offer, the Lenders' Assets shall be sold at the auction. The Assets shall be sold at the auction to the person offering the highest price.

- 7.7 In the event the auction does not take place or part of the Assets remain unrealized, the temporary administrator shall submit proposals to the temporary administrator for further actions and shall send notices to the Lenders by emails to the last known email address. The temporary administrator shall conduct a survey by email. The temporary administrator may decide to publish the notice on the Lenders' meeting. The provisions of the Civil Code of the Republic of Lithuania and the Law on Companies shall apply by analogy to the survey of Lenders, voting, meeting, and decision making. The temporary administrator shall consult the regulator or other market participants on the transfer of the Loan Portfolio or part thereof.
- 7.8 Upon entry into force of the court order to initiate bankruptcy proceedings and/or if a bankruptcy administrator is appointed by the court or the creditors' committee, the temporary administrator shall transfer to the Bankruptcy Administrator that part (s) of the Loan Portfolio (Assets) that is (are) owned by the Organizer and which may be separated from the Lenders' Assets. The Loan Portfolio and the Investors Assets (Funds) held by the Lenders shall not be transferred (Article 10 (7) (1) of the LEB). The Assets (Loan Portfolio) owned by the Organizer shall consist of proceeds from: (i) part of the investment (funds shall be repaid to the Organizer where the Organizer has provided at least part of the total consumer credit amount, or where the Organizer has granted the total amount of the consumer credit); (ii) interest (returning to the Organizer where the Organizer has provided at least part of the total consumer credit amount, or only to the Organizer where the Organizer has granted the total amount of the consumer credit); (iii) late payment fees (in the case of late payment, in all cases, the funds shall return both to the Lenders and the Organizer, or the Organizer only where the Organizer has granted the total amount of the consumer credit); (iv) other fees (Contract and Monthly administration Fee, which in any case shall be paid only to the Organizer); (v) procedural interest (returning both to the Lenders and the Organizer (where the Organizer has granted at least part of the total consumer credit amount, or only to the Organizer where the Organizer has granted the total amount of the consumer credit). If it is not possible to separate the Assets, the temporary administrator shall only transfer the funds belonging to the Organizer and that can be separated. If there is a dispute over the volume of Assets transferred to the Bankruptcy Administrator, it shall be resolved in a court in the procedure established by the Code of Civil Procedure.

- 7.9 Temporary administration costs shall be covered in priority from the funds of the administered assets. If there is no possibility to use the funds belonging to the Organizer, temporary administration costs shall be covered from the Lenders' funds.
- 7.10 Temporary asset management shall end when one of these conditions occurs at the earliest: (i) The Loan Portfolio is sold or transferred to another person for administration; (ii) the decision to discontinue temporary administration is taken; (iii) the court ruling (decision) that sets out the end of temporary administration of the assets and the terms and conditions becomes effective.
- 7.11 The insolvency, restructuring, bankruptcy, liquidation of the Organizer shall not affect the Loan or Consumer Credit Agreements concluded between the Consumers and shall remain in effect. Recovery under the obligations of the Organizer may not be directed to the Assets of the Lenders (claim rights or funds).
- 7.12 LIMITATION OF LIABILITY OF THE ORGANIZER AND TEMPORARY ADMINISTRATOR

The Lender confirms that the Organizer has familiarized the Lender with the risk assumed by the Lender prior to the conclusion of this Agreement (risk of insolvency of the Organizer, risk of withdrawal from business, risk of temporary administration, auction, conflict of interest, insolvency of a recipient of the consumer credit, risk of improper performance of the consumer credit agreement, and other types of risks specific to the Organizer and its activities) and these risks are acceptable to the Lender. Before concluding this Agreement, the Lender has familiarized himself with the Platform's Business Continuity Plan, temporary administration, its order, and terms and conditions. Due to the unique model of mutual lending activity and legal uncertainty regarding the insolvency of the mutual lending platform operator, it is not possible to assess and predict the course of the temporary asset management process, and the process of transferring the Assets (Loan Portfolio) and their realization (sale) at the auction, in particular, while assessing the possible interaction between the Law on Consumer Credit and the Law on Bankruptcy of Enterprises of the Republic of Lithuania, and the impact of potential conflicts on Lenders. Loan Agreements are civil transactions regulated by the Civil Code and the Law on Consumer Credit of the Republic of Lithuania; therefore, liabilities during the insolvency of the company under the concluded agreements must be executed regardless of the status of legal capacity of *UAB Bendras Finansavimas*. In this context, in the event of unforeseen events, the Organizer and/or the temporary administrator will make all reasonable efforts to implement the business continuity plan. Lenders have been familiarized with, and by entering into this Agreement and investing on the Portal shall assume the risks specific to activities of the Organizer, as well as the risk that the business continuity plan or temporary administration will not be implemented as planned in advance, and that third parties may not comply with the Law on Consumer Credit of the Republic of Lithuania, the Operator's Business Continuity Plan and seek to redirect the recovery to the Lender's Assets/Funds according to the Organizer's liabilities, that the auction may not take place due to unforeseen events, that the Assets or part thereof may be sold at the lower price than the value of the Lender's invested funds, that the Assets will not be sold or disposed of, and that the Lender due to the business continuity plan or temporary administration will incur losses. The Organizer and the temporary administrator shall only be liable to the Lenders for direct damage (loss) caused by deliberate or gross negligence, and only to the amount received as remuneration for their services (in the case of the Organizer, only the monthly administration fee).

8. PAYMENTS UNDER THE LOAN AGREEMENT

- 8.1 The Recipient of the Loan shall pay the amount of the Loan, the Interest and other fees under the approved schedule of the Loan Agreement.
- 8.2 The Interest shall be calculated on the amount of the Loan from the day (inclusive) when the Loan is transferred to the Recipient of the Loan (or to other entities than the recipient of the Loan).
- 8.3 The amount payable by the Recipient of the Loan shall consist of the amount of the Loan payable to the Lenders, the Interest, fines and the Administration fee payable to the Organizer, and other payments, which shall be published on the Website.
- 8.4 The Recipient of the Loan shall repay the amount of the Loan and pay the Interest following the schedule of repayment of the Loan established in the Special Terms and Conditions under the instructions presented in the payment order by the Organizer. If the information contained in the payment order is different from the schedule of the Loan Agreement uploaded to the Consumer's unique account, the Consumer must make the payments following the schedule of repayment of the Loan. The Recipient of the Loan shall pay at the same time the Interest, the Administration fee and other payments.
- 8.5 The Interest income earned by the Lenders by lending funds via the Website shall be taxable and declared according to the legislation of the place of residence of the Lender. The Organizer shall not and may not be liable for proper execution of the liabilities related to taxation of income.
- 8.6 The Recipient of the Loan shall have the right to repay part or all of the Consumer Credit earlier than the term provided for in the Agreement and exercise the right to a reduction of the total cost of the consumer credit if the following conditions are met:
 - 8.6.1 in order to repay the Consumer Credit earlier, the Recipient of the Credit must notify the Organizer at least 5 (five) calendar days prior to the expected date of return by means of a notice on a durable medium;
 - 8.6.2 the Organizer declares that it will not require any compensation from the Recipient of the Credit for early repayment unless the repayable consumer credit or part thereof exceeds EUR 2320 in any twelve-month period. If the consumer credit or part thereof, which is repaid earlier than the specified term, exceeds EUR 2320 in any twelve-month period, the Organizer shall have the right to request the Recipient of the Credit to pay compensation equal to 0.5 percent on the part of the Consumer Credit repaid earlier than the specified term, but not higher than the amount of Interest that the Recipient of the Credit would have paid if the Consumer Credit was repaid in due time specified in this Agreement;
 - 8.6.3 upon repayment of all or part of the Consumer Credit earlier, the Recipient of the Credit shall be entitled to a reduction in the Total cost of the consumer credit that consists of Interest and expenses for the remaining period of the Consumer Credit Agreement calculated from the day of repayment of the Consumer Credit or part thereof;

8.6.4 in case the Recipient of the Credit requests for early repayment and recalculate the Interest, the Recipient of the Credit shall submit a separate request to the Organizer in order to recalculate other costs related to the Consumer Credit Agreement (Agreement and Monthly administration fee). Other costs shall be recalculated only upon receipt of such a request, and in the event of excess, it shall be credited to the account specified by the Recipient of the Credit;

8.6.5 when the Recipient of the Loan has an active loan that is refinanced by another credit or financial institution, in the case of early repayment, the repayable (refinanced) loan shall be first credited, and only then the money shall be credited according to another available active obligation(s). In such a case, the Agreement and Monthly administration fees payable to the Organizer shall be credited first.

- 8.7 When the Recipient of the Loan repays part of the Consumer Credit earlier than the term provided for in the Consumer Credit Agreement and exercises the right to a reduction of the Total costs of the consumer credit under the procedure provided for in paragraph 8.6, depending on the amount of the partial early repayment, the amount of the Monthly payment shall be reduced without changing the final repayment term of the Consumer Credit.
- 8.8 After the Recipient of the Credit has transferred the amount of the early repayment of the consumer credit, the Organizer shall have up to 15 calendar days to credit the money to the account.
- 8.9 The Recipient of the Credit, under the Consumer Credit Agreement, must first pay the Contract fee the due date of which shall be five calendar days from the date of transfer of the consumer credit amount. If the date of receipt of the consumer credit amount is later than the date of the transfer, the Recipient of the Credit shall pay the Contract fee from the day of receipt of the consumer credit amount. In this case, at the request of the Organizer, evidence must be provided to the Organizer regarding the specified circumstances.
- 8.10 Amounts transferred by the Recipient of the Loan shall be primarily intended to pay the Contract fee, and only then the Monthly administration fee, the Interest, and the amount of the Loan repayment, i.e. if the Contract fee has not been paid, the order and manner indicated in paragraph 8.11 of this Agreement shall not apply.
- 8.11 The amounts transferred by the Recipient of the Credit shall be allocated in the following order: first - Monthly administration fee; second – the Interest, and third - the loan repayment amount.
- 8.12 If a third party attempts to pay for the Recipient of the Loan, the Organizer will not be able to identify the Recipient of the Loan properly, and the Recipient of the Loan shall be considered as having failed to fulfil his/her obligations properly and shall have to pay interest and other fees for missing the period of fulfilment of his/her monetary liabilities for a respective period of time.
- 8.13 The Recipient of the Loan may not assign his/her obligations to any third party without the consent of the Organizer.
- 8.14 In the event of the death of the Recipient of the Loan, the right of claim shall automatically pass to the Organizer as soon as the Organizer becomes aware thereof.

8.15 Upon repayment of the credit, the Recipient of the Loan shall apply to the Organizer for the overpayment within 180 days from the date of credit repayment. If the Recipient of the Loan misses the specified term, the Account administration fee of 0.5 EUR/month can be applied.

9 AMENDMENT (EXTENSION) OF THE TERM OF THE CONSUMER CREDIT AGREEMENT

9.1 The Organizer shall have the right to initiate an extension of the Consumer Credit Agreement according to a free-form request of the Recipient of the Credit submitted in writing on paper or another durable medium if at least one of the following circumstances exists:

9.1.1 failure to fulfil his/her obligations under a consumer credit agreement;

9.1.2 the Recipient of the Credit becomes unemployed;

9.1.3 the Recipient of the Credit is recognized as being incapable of work or partially incapable of work, as laid down in the Law on the Social Integration of the Disabled of the Republic of Lithuania;

9.1.4 or there are any other significant circumstances to make such a decision.

9.2 The extension of the term of the Consumer Credit Agreement shall not be possible in cases where on the date of submission of the request, the Recipient of the Loan meets at least one of the following criteria:

9.2.1 delays to pay more than two instalments;

9.2.2 in the event of pre-trial debt recovery;

9.2.3 in the event of judicial debt recovery.

9.3 The Organizer shall have the right to refuse to extend the term of the Consumer Credit Agreement and shall not be obliged to comment this refusal.

9.4 After the extension of the term of the Consumer Credit Agreement, Consumer Credit Payments shall be recalculated and the payment schedule shall be updated.

9.5 The term for which the repayment of the Consumer Credit may be extended, may not be longer than 24 months from the date of the expiry of the original Consumer Credit Agreement, without changing the amount and interest of the Consumer Credit.

9.6 When the term of the Agreement is changed, the Recipient of the Consumer Credit undertakes not to undertake any additional financial obligations. The obligations of the Recipient of the Consumer Credit shall remain the same as in the personal credit report of *Creditinfo Lietuva, UAB* at the time of submission the application.

10. DEFERMENT OF THE FIRST PAYMENT OF A CONSUMER CREDIT

- 10.1 The Recipient of a Credit shall have the right to defer the term of the first payment of the consumer credit. In order to defer the first payment of the consumer credit, the Recipient of the Credit must indicate this in the Consumer Credit Application submitted to the Organizer. The Organizer shall decide on the deferment of the term of the first payment of the credit within 5 calendar days from the day of submission of the Consumer Credit Application.
- 10.2 The Organizer may refuse to defer the term of the first payment of the consumer credit. Such refusal does not have to be motivated and the Organizer may not provide information to the Recipient of the Credit about the reasons for such refusal.
- 10.3 If the Organizer agrees to defer the term of the first payment of the consumer credit, the Recipient of the Credit shall pay Interest and Monthly administration fee for the entire deferment period of the first payment of the consumer credit. The amount of Interest payable and Monthly administration fee shall depend on the deferment period of the first payment of the consumer credit, which may be 30, 60 or 90 days. Interest and monthly administration fee are due no later than the date specified in the consumer credit repayment schedule.
- 10.4 In the event the Recipient of the Credit decides to repay the consumer credit earlier than the due date during the deferment period of the first payment of the consumer credit, the Recipient of the Credit shall repay the Loan and pay Interest and Monthly administration fee for the period used for the consumer credit. Interest and monthly administration fee shall not be payable if the Recipient of the Credit exercises the right of self-determination referred to in Article 14¹ of the Law on Consumer Credit or the right referred to in Article 15 of the Law on Consumer Credit to withdraw from the consumer credit agreement.
- 10.5 If the term of the first payment of the consumer credit is deferred and Interest and Monthly administration fee for the deferment period are not paid by the date specified in the consumer credit repayment schedule, it shall be considered as a violation of the payment obligation and indebtedness. In this case, the Recipient of the Credit will pay default interest for each day overdue on the amount of interest due which shall be considered the property of the Lenders and the Organizer (where the Organizer has provided at least part of the total amount of the consumer credit). Interest for late payment shall also be calculated and payable by the Recipient of the Credit from the Monthly administration fee which shall be considered the property of the Organizer. The specific amount payable shall be provided in the personal self-service account of the User.
- 10.6 In the event the first payment of the consumer credit is deferred and the Recipient of the Credit delays the payment of Interest and Monthly administration fee, then, upon receipt of the funds from the Recipient of the Credit, late payment fee on the overdue monthly administration fee shall be offset first, then late payment fee on the default amount of Interest; then the Monthly administration fee and finally the amount of Interest for the deferment period. In case of the deferred payment of Interest and Monthly administration fee during the deferment period of the first payment of the consumer credit, the order of priority set out in clause 12.12 of this Agreement shall not apply.
- 10.7 The deferment of the first payment of the consumer credit shall become effective on the date the Recipient of the Credit approves the Annex to the Special Terms and Conditions of the Consumer Credit - Application (Offer) for the deferment of the first payment of the consumer credit.

11. WEBSITE PAYMENT SYSTEM

- 11.1. The Website shall manage all payments and receipts via the Paysera platform managed by *Paysera LT, UAB* where the Consumer has opened a Consumer's Paysera Account. The funds shall be directly debited from one Paysera account of the Consumer and credited to another Consumer's/User's Paysera account (e.g. upon a successful closing of the Auction, from the Lender's account to the account of the Recipient of the Loan, or from the Lender's account to the special purpose transit account from which to the bank account of the Recipient of the Loan, or to other entities for the Recipient of the Loan. Where the Recipient of the Loan is repaying the funds from the Recipient' of the Loan Paysera account to the Lender's Paysera account, or when the Recipient of the Loan transfers the funds to the special purpose transit account and the Organizer allocates the funds to the Lenders). The funds shall be credited to the Organizer's account only in cases where the funds belong to the Organizer – Contract fee and Monthly administration fee and other charges. Also in cases when the Recipient of the Loan returns the payment through the Organizer's account.
- 11.2. The Organizer shall perform crediting and debiting of the funds via the Paysera system under the authorisation provided by the Consumer and only to the extent granted thereby.
- 11.3. The Organizer shall not be the manager of the funds of the Lender and/or the recipient of the Loan. The Organizer shall only act as an intermediary who is responsible for the performance of the Consumer's functional instructions and not for the adoption of the specific decisions.
- 11.4. The Organizer shall not be held liable for the losses incurred by the Consumer due to inadequate decision of the Consumer and/or false information provided by the Recipient of the Loan, and/or in cases where the Consumer has disclosed and/or lost the unique login data granting access to the Website, and/or where in the event of damages to the system due to the activities of the third party not related to the Organizer, and in the event of failure of the system, the functional crediting and/or debiting operations have been inadequately performed.
- 11.5. The Operator shall not be granted the proprietary rights to the funds available in the Consumer's account, and which are not subject to legal obligations under the valid Loan Agreements and the present Agreement.
- 11.6. All transactions made in the Consumer's Paysera accounts may be recorded in the Consumer's Website account and the Paysera system.
- 11.7. The Consumer undertakes to inform immediately the Organizer about the funds credited to or debited from the Paysera account by error. Where the funds available on the Paysera account are insufficient to debit the amounts credited by error, the Consumer undertakes to return the erroneously credited funds to the Paysera account within five business days of the request of the Organizer. If the Consumer fails to repay the funds credited to the Consumer's Paysera account by error within five business days, the Organizer shall have the right to write off unilaterally this amount from the Consumer's Paysera account.

11.8. The crediting or repayment functions carried out by the Organizer (when the funds are allocated to many investors from the Organizer's suspense account) shall not and cannot be treated as the execution of the payment functions.

12. INDEBTEDNESS OF THE CONSUMER

12.1 Failure of the Recipient of the Loan to transfer the funds in due time according to the Loan repayment schedule shall mean that the Recipient of the Loan shall be obliged to pay the following:

12.1.1 as of the first day of delay of the payment, the late payment fees of the delayed Loan Amount and Interest for each day of delay, which shall be owned by the Lenders;

12.1.2 as of the first day of delay of the payment, the late payment fees on the delayed Administration fee for each day of delay, which shall be owned by the Organizer;

12.1.3. delay in paying for 40 days and when the debt is transferred to the debt collection company for administration, to pay a one-off penalty as specified in paragraph 11.4 of this Agreement, which shall be owned by the Organizer. Late payment fees for non-payment penalty will not be calculated (the provision of this paragraph regarding the penalty shall apply only to crowdfunding loans according to LCF).

12.2 If the Recipient of the Loan has concluded more than one Loan Agreement on the Website and the funds transferred by the Consumer are not sufficient to pay the the amounts due to the Lenders under the Loan Agreements, the Lenders' claims shall be met in proportion to the amount of the Loans granted by the Lenders or separately for each Lender in full, depending on which Lender first invested in the Application of the Recipient of the Loan at the auction.

12.3 The Recipient of the Loan who delays in paying shall be informed about it by e-mail and/or an SMS message. Failure to inform shall not release the Recipient of the Loan from full discharge of all his/her obligations.

12.4 The Organizer shall have the right to transfer the recovery from the Recipient of the Loan to the debt collection companies, and in this case, the Recipient of the Loan shall be obliged to compensate the applicable recovery fee and/or bear all other expenses incurred by the Operator or the debt collection company in relation to such transfer. The Recipient of the Loan confirms that he is aware that this amount will comprise 8 (eight) percent + VAT on his current debt. The provision for the reimbursement of the recovery fee after the transfer to the debt recovery company shall only be applicable to the crowdfunded loans under the LCF.

12.5 The Loan Agreement may be terminated by the unilateral decision of the Organizer in cases prescribed by the General Terms and Conditions of the Loan Agreement and the present Agreement.

12.6 The Organizer shall not be responsible for non-performance of obligations on behalf of the Consumer, including late payments of the Recipient of the Loan or the Lender.

12.7 The Lender and the Recipient of the Loan hereby agree and confirm that the Organizer may subrogate the claims of the Lenders in cases provided for in the Consumer Credit and Loan Agreement, but only when it is necessary to ensure the performance of the Loan Agreement and debt recovery for the purpose to perform

the Organiser all actions required for due representation of the Lenders' interests and to administrate the repayment of debt. In the event of crowdfunding, the Organiser shall also have the rights granted under the Law on Crowdfunding of the Republic of Lithuania, i.e. the Organizer or an authorized person without separate authorization shall perform actions related to the representation of the Lender (investor) and the defence of his/her interests in the courts, voting at the general shareholders' meetings of the Project owner, following the instructions given by the shareholder, and maintaining relationship with the Recipient of the Loan, state institutions and to perform all actions necessary to properly represent the Lender's interests and administer the debt repayment. Automatic subrogation of a claim of the Lender (the right of transfer to the third party) shall occur following notification sent by the Organiser to the Recipient of the Loan to the e-mail address indicated in the database of the Website regarding automatic subrogation of a claim. The Organiser shall send a notification to the Recipient of the Loan regarding the termination of the Loan or the Consumer Credit Agreement and subrogation to the email address available on the Website database or the last known address of the Recipient of the Loan. The automatic subrogation of a claim shall be performed by using the deferred payment, and the Organiser will pay to the Lender the funds of the claim to be recovered during the debt repayment, and after the Organiser deducts the charges specified on the price list of the Services. The Recipient of the Loan hereby confirms that the Lender's entity does not have any essential significance.

12.8 The Recipient of the Loan hereby confirms that the person of the Recipient of the Loan does not have any essential significance.

12.9 Upon subrogation to a claim, the Organiser shall act as a reasonable creditor and make all efforts to recover the debt, however, the Organiser shall be liable to the Lender neither individually, nor jointly or subsidiary with the Recipient of the Loan for recovery of the debt and amount it will succeed to recover. The Lender hereby agrees and confirms the above.

12.10 The Recipient of the Loan shall have the right to contact the Organiser in writing, who shall be entitled to adjust the payment schedule in the cases and procedure provided for in the Loan Agreement.

12.11 Upon receipt of the funds from the Recipient of the Loan, the obligations of the latter in relation to the delayed Contract fee shall be debited first – late payments fees due to the delayed payment of the Contract fee; second - the Contract fee. If the Contract fee has not been paid, the order and manner referred to in paragraph 11.12 of this Agreement shall not apply.

12.12 Upon receipt of the funds from the Recipient of the Loan, the obligations of the latter in relation to the delayed payments shall be debited in the following sequence:

12.12.1 first: late payment fees due to the Lenders, late payment fees due to the delayed payment of the Contract fee to the Organiser and Interest on outstanding amounts due to the Lenders;

12.12.2 second: fines due to the Organiser for failure to fulfil the obligations of the Recipient of the Loan (shall be applied only in case of crowdfunding under the LCF);

12.12.3 third: Monthly administration fee due to the Organiser;

12.12.4 fourth: the amount of the Loan and Interest due to the Lenders;

12.12.5 in cases where the recovery of the obligations has been ordered by compulsory order, the expenses incurred by the Organizer related to such recovery shall be reimbursed first (stamp duty, expenses related to enforcement order, court, correspondence, Organizer's fee, etc.).

12.13. The Recipient of the Loan may not claim that he/she has not received notifications sent by the Organizer if he/she has failed to inform about the change of his/her e-mail address or mobile phone number, and the Organizer has sent the notification to the last e-mail address or mobile phone number provided by the Recipient of the Loan.

12.14. The Recipient of the Loan agrees that the Organizer will also send messages by means of automatic telephone communication, which does not require human participation and by fax.

13 PRICING

13.1 The fees charged by the financial institutions chosen by the Consumer for transfer of funds between the Consumer's bank account and the Consumer's Paysera account shall be borne by the Consumer.

13.2 The Recipient of the Loan shall pay the fees charged due to payment delays of the Loan Amount as specified in the terms and conditions of the present Agreement and the Loan Agreement.

13.3 All fees and costs payable by the Consumer shall be available on the Website in the price lists of Services then valid.

13.4 The Recipient of the Loan shall pay to the Organizer the Contract fee in accordance with the Service rates applicable at the time of conclusion of the Loan Agreement.

13.5 The Recipient of the Loan shall pay the Monthly administration fee to the Organizer for each month prior to the expiration date of the Loan Agreement in accordance with the Service rates applicable at the time of conclusion of the Loan Agreement.

13.6 If the day of the loan repayment and other payments falls on the official rest or holiday day, the payment day shall be considered the next succeeding business day.

13.7 Other charges may be applied on the Recipient according to the rates of the Website Services valid at that time, e.g., (i) the fee for the verification of user in the data register; (ii) a fee for modification of the Agreement in the case of partial repayment of the consumer credit or the change in the term of the consumer credit agreement; (iii) Account administration fee under the paragraph 8.15.

14 PERSONAL DATA OF THE CONSUMER

14.1 Personal data of the Consumer shall be processed in accordance with the procedure established in the Rules for the Processing of Personal Data. If there are any discrepancies between the provisions of this Agreement and the Rules for the Processing of Personal Data, the provisions of the Rules for the Processing of Personal Data shall apply.

14.2 The Consumer must notify the Organizer in writing not later than within five calendar days about:

14.2.1 any changes to personal data, especially contact information;

14.2.2 sudden deterioration of economic condition, every circumstance that reduces or may reduce solvency of the Recipient of the Loan;

14.2.3 use of the Loan Amount for a purpose other than that specified in the Application;

14.2.4 any circumstance that makes it difficult or difficult for the Recipient of the Loan to properly fulfil the obligations assumed; any circumstance that shall aggravate or may aggravate the financial position of the Recipient of the Loan (e.g. new debt obligations (new consumer contracts, leasing, etc.));

14.2.5 any arbitration, judicial and/or other proceedings (enforcement, etc.) initiated by the Recipient of the Loan or against the Recipient of the Loan if this may impair the position of the Recipient of the Loan.

14.3 In case the Consumer fails to provide the information specified in paragraph 13.2, the Organizer, having learned that such circumstances exist and the Consumer has not informed him thereof, shall have the right to consider it as a material breach of this Agreement and to take appropriate actions, including but not limited to, termination of the Loan or Consumer Credit Agreement, suspension and/or removal of the Consumer from the Website, etc.

14.4 The Consumer hereby agrees that his/her depersonalized information will be disclosed on the Website during the Auction when he/she fills in and approves the Application.

14.5 The Consumer is informed that:

14.5.1 in cases and procedures established by law, the Organizer shall have the right to receive the Consumer's personal data from third parties, to whom the Consumer has not properly fulfilled its financial or property obligations, as well as from data controllers managing joint data files of debtors;

14.5.2 If the Recipient of the Loan fails to fulfil his/her obligations under the Loan Agreement properly, the Organizer shall have the right, after duly informing the Recipient of the Loan, to provide personal data of the Recipient of the Loan to *Creditinfo Lietuva, UAB*, entity code 111689163, other data controllers of joint data files of debtors, and all other third parties having a legitimate interest.

15 ORGANISER'S LIMITATION OF LIABILITY

15.1 The Organiser shall not be held responsible for the following:

15.1.1 correctness of the data provided by the Consumer to the Organiser and other Consumers and its compliance with the reality;

15.1.2 actions and/or omissions of *Paysera LT, UAB*, the administrator of the Consumer accounts;

15.1.3 unlawful conduct on behalf of the Consumer and breach of the present Agreement, performance of obligations under the Loan or Consumer Credit Agreement;

15.1.4 validity and lawfulness of the Loan Agreements and other agreements concluded on the Website;

15.1.5 any losses, if such were incurred due to the force majeure circumstances, including those resulting from the actions of the third parties, malfunctioning of transfer of communication messages, exchange of electronic data and payment systems.

15.2 The Consumers shall directly conclude the Loan Agreements on the Website with other Consumers by own will and at own risk, and shall act as the party to the agreements.

15.3 The Organiser shall be a party to the Loan or Consumer Credit Agreement in accordance with the terms and conditions thereof.

15.4 The Consumers shall assume the risk and liability by using the agreement templates provided on the Website, and must inform the Organiser of any inaccuracies or inconsistencies that have been identified.

15.5 The Organiser shall not be held responsible for the obligations, which might arise to the Recipient of the Loan or Consumer Credit, and/or Lender in accordance with the legal acts in force when concluding and/or during performance of the Loan or Consumer Credit Agreement via the Website.

16 TRANSFER OF THE RIGHT OF CLAIM (RULES OF SECONDARY MARKET)

16.1 The Consumer shall have the right to transfer (sell) his/her Right of Claim to the Website to another Consumer as defined in this section. The Consumer may freely dispose of his/her Right of Claim acquired under either the Loan or the Consumer Credit Agreement.

16.2 In order to transfer the Right of Claim, the Consumer shall check the Right of Claim button in the self-service system he/she wishes to transfer and approve the Proposal (Offer) for the transfer.

16.3 The Consumer shall have the right to sell the Right of Claim at a price higher or lower than the value of the Right of Claim. This amount will be considered as the price that one Consumer must pay to the other Consumer for the Right of Claim.

- 16.4 The Consumer (Seller) shall confirm that he/she is the owner of the Right of Claim, that this right is not pledged or otherwise restricted, that the Loan or Consumer Credit Agreement is valid and recovery under the Loan or Consumer Credit Agreement is possible; however, shall not guarantee that the Recipient of the Loan or Consumer Credit will fulfil all the obligations to the Consumer (Buyer) associated with the Right of Claim.
- 16.5 The Proposal of the Consumer (Offer) for the transfer of the Right of Claim shall be considered to be a public and binding offer to acquire the Right of Claim from the moment of its approval and the Proposal may be accepted by other Consumers.
- 16.6 At the time of transferring of the Right of Claim, the Consumers shall have the right to access the depersonalized information about the Recipient of the Loan specified in paragraph 5.14 of this Agreement; however, the Organizer will not disclose the Consumer's personal data at the time of transfer.
- 16.7 The Consumer shall have the right to acquire the Right of Claim for available (non-reserved) funds in the Consumer's Paysera account.
- 16.8 For the purpose to acquire the Right of Claim, the Consumer shall choose the desired Right of Claim from the list on the Website by clicking on the confirmation button. By doing so, the Consumer shall have to confirm the terms and conditions of the Acceptance and in that case, he/she will become the owner of the Right of Claim.
- 16.9 The concluded Contract for the Transfer of the Right of Claim shall be performed by debiting monetary funds from the Paysera account of the Consumer who buys the Right of Claim and crediting them to the Paysera account of the Consumer who sells the Right of Claim.
- 16.10 The owner of the Right of Claim shall be changed on the Website from the date of performance of the Contract for the Transfer of the Right of Claim and the new owner shall be entitled to all existing and future payments and rights under the acquired Right of Claim. All payments under the Right of Claim shall be paid into the Consumer's Paysera account of the new owner.
- 16.11 Upon acquiring the Right of Claim, the Consumer shall become a party to the legal relationship with the Organizer and the Recipient of the Loan to the same extent as the Consumer who has sold the Right of Claim, and shall acquire all the rights and obligations that the Consumer has after he/she has sold the Right of Claim.
- 16.12 In case the Right of Claim is secured by a mortgage or other securities at the time of transfer, the Consumer who sells the Right of Claim shall transfer his/her rights to security measure to the Consumer who purchases the Right of Claim.
- 16.13 The Recipient of the Loan agrees that the Lender may transfer the Right of Claim to his/her credit debt under the Loan or Consumer Credit Agreement to another Consumer (Art. 6.109 of the Civil Code of the Republic of Lithuania). After the transfer of the Right of Claim takes place, the Organizer shall inform the Recipient of the Loan by e-mail available in the database of the Website and/or notice in the Consumer's self-service system on the Website that the holder of his/her Right of Claim has changed and this will be considered as an appropriate notice of transfer of rights under Article 6.109 of the Civil Code of Republic of Lithuania. At the time of the conclusion of the Contract for the Transfer of the Right of

Claim, the Consumer undertakes to pay to the Organizer a commission fee for the other Consumer (Seller) from the amount of the Right of Claim. The amount of the commission fee shall be indicated on the Website. The commission fee shall be automatically deducted after the payment for the Right of Claim is credited to the Paysera account of the Consumer (Seller).

16.14 The Organizer shall have the right not to allow the Consumers to transfer the Right of Claim if the Recipient of the Loan is late in making the payments according to the Loan repayment schedule or for other objective reasons if it may violate the interests of the Consumers.

16.15 The transfer of the Right of Claim shall not be allowed from the moment the Organizer takes over the Right of Claim from the Consumer due to the insolvency of the Recipient of the Loan.

17 AUTOMATIC INVESTMENT TOOL

17.1 The automatic investment tool means procedures according to which the Lenders can pre-set the advance investment parameters and take part in the Auction based on such advance setting, automatically invest into the Applications and submit Proposals. The Consumers may modify the parameters of the automatic investment tool.

17.2 The Lender's Proposal submitted via the automatic investment tool shall be equivalent to the Proposal provided personally by the Consumer, and shall bear the same rights and duties as set forth in the present Agreement.

17.3 The Consumers shall assume the risk and be liable for use of the automatic investment tool, selection of parameters, as well as the credit risk of investment into the Applications and possible non-performance of obligations.

18 INVESTORS FUND

18.1 The Lender shall have the right to choose to invest with the Investors Fund in any case where the Organizer provides such a possibility at the Loan Auctions and/or when investing using the automatic investment tool.

18.2 In the event the Lender chooses to invest into a particular Application using the Investors Fund, the interest payable to the Lender shall be specified in the Proposal. The difference between the interest payable to the Lender and the Interest payable by the Recipient of the Loan under the Loan Agreement shall be transferred to a separate account opened by the Organizer with the financial institution.

18.3 The Organizer shall organize a cash payment and keep separate accounts related thereto. The Organizer shall approve a business continuity plan whereby in case of unforeseen events (such as the Organizer's insolvency), the administration of the Investors Fund will be transferred to the temporary asset management under the agreement concluded with a law firm.

18.4 The funds of Investors may be used exclusively to compensate the investment funds of Lenders. The Organizer shall have the right to use up to 5% of the Investor Fund's income for the last calendar year, to cover the Organizer's investments in the Lender's infrastructure and / or the costs related to the Lenders (e.g., submission of income statements to the Tax Administrator, for the improvement of functionality, etc.).

- 18.5 The Investors Fund shall compensate the Lender for the Recipient of the Loan who fails to perform properly his/her obligations for 90 consecutive days. The Investors Fund shall compensate the remaining amount of the investment together with the accrued interest until the payment date. Late payment fees and other charges shall not be refunded.
- 18.6 In the event that resources in the Investors Fund are insufficient to meet all obligations, the Lenders shall be compensated from the Investors Fund from the oldest waiting for redemption the rights of claim. As the Investors Fund increases, the rest of the Lenders shall be compensated later. Interest and/or late payment fees and/or any other charges shall not be applicable for the late payment of compensation.
- 18.7 The Organizer may not be held responsible for insufficient funds in the Investors Fund to satisfy all claims of the Lenders.
- 18.8 The Investors Fund shall compensate a particular Lender for up to 100% of the investment together with interest accrued until the due date.
- 18.9 4% (percentage points) lower Interest, the specific amount of which shall be specified in the Special Terms and Conditions of the Consumer Credit - Offer (Acceptance), shall be payable in each case to the Lender who has chosen to lend using the Investors Fund in the event of lending using the Investors Fund and when the annual interest rate on the loan is 13% and less.
- 18.10 The fixed 10% annual interest rate specified in the Special Terms and Conditions of the Consumer Credit - Offer (Acceptance) shall be payable in each case to the Lender who has chosen to lend using the Investors Fund in the event of lending using the Investors Fund and when the annual interest rate on the loan is 14% or more.
- 18.11 The Organizer will continually carry out statistical analysis and will have the right to increase or decrease the amount of interest paid to the Lender. The new interest rate cannot be applied retroactively unless it is higher than the interest payable to the Lenders. In this case, the Organizer shall have the freedom to make a decision not to increase the amount of interest paid in a retroactive manner or to increase it.
- 18.12 The Organizer shall take over the Right of Claim from those Lenders who have been compensated by the Investors Fund. The Lender and the Organizer agree that such compensation shall be in conformity with the Transfer of the Right of claim Agreement and the Organizer shall take over all Lender's Rights of Claim in their entirety against the Recipient of the Loan. In case 100% of the remaining invested amount together with the accrued interest is compensated to the Lender from the Investors Fund, it shall be considered that the Organizer has duly settled with the Lender. In this case, all amounts recovered from the Recipient of the Loan shall be transferred to the Investors Fund. In the event less than 100% of the Lender's remaining invested amount is compensated from the Investors Fund together with interest accrued before the date of disbursement due to the lack of funds, the Organizer shall also take over the rights of claim to the entire Right of Claim; however, must reimburse the remaining amount to the Lender when the funds are recovered from the Recipient of the Loan. No late payment fees and/or other charges shall be applicable for the overdue period. The amounts recovered from the Recipient of the Loan on a priority basis shall be intended to cover the recovery costs incurred.
- 18.13 For the sake of clarity, the Parties agree that in case of compensation from the Investors Fund, the Organizer shall take over the right of claim from the Lender for the purpose of recovery and, in this case, the recovered funds shall be transferred to the Investors Fund. The following terms and conditions of this Agreement shall apply to the transfer of rights to the extent that it does not contradict the provisions of this paragraph. In the event the Investors Fund has compensated 100% of the balance of the amount

invested by the Lender together with the interest accrued prior to the day of compensation (90 days), the Parties agree that the Lender has been reimbursed in full and will not have any claims against the Organizer, as the Investors Fund Administrator.

18.14 The Organizer shall have the right to compensate for the recovery costs incurred from the funds available in the Investors Fund in relation to the rights of claim of the Recipients of Loans which the Investors Fund have taken over from the Lenders after compensation.

18.15 In the event of the death of the Recipient of the Loan, the 90-day term shall begin to run from the day the Organizer learns of the death of the Recipient of the Loan, or 90 days after the day actually overdue as decided by the Organizer.

18.16 In the event the Recipient of the Loan fails to pay the full instalment, the payment shall be transferred to the Investors Fund as a priority.

18.17 Lenders have been familiarized with and accept the legal risk that due to the existing laws of the Republic of Lithuania it is not clear what will happen to Investors' Fund in the event of the Organizer's insolvency and/or bankruptcy. The Organizer shall, based on this Agreement and Article 25³(4) of the Law on the State Control of the Republic of Lithuania and Article 9 (7) of the Law on Crowdfunding of the Republic of Lithuania, prepare and approve a business continuity plan which shall define the conditions and procedures for ensuring that in the event of unforeseen events (such as the Organizer's insolvency, withdrawal from business, etc.) the administration of the Investor's Fund will be transferred to a third party with whom an agreement on the temporary asset management was concluded, that in the event of the Organizer's insolvency, the claims of the Organizer's creditors and/or the Bankruptcy Administrator cannot be directed to the Investors' Fund, and the Investors' Fund shall continue to compensate for the investments of Lenders due to default obligations of Loan Recipients.

18.18 It shall be clear and understandable to Lenders that using the Investors Fund for lending, the insurance cover provided for in the Law on Insurance of the Republic of Lithuania shall not be applied and in such a case, the Organizer shall not assume the risk of the Lender's potential losses. This means that the Lender may lose the entire Investment and not recover the interest if there is no funds in the Investors Fund.

18.19 If the Organizer offers to the Lenders a separate Investors Fund and enables lending for business/professional/scientific or research purposes using the Investors Fund under the crowdfunding regulation (the Crowdfunding Investors fund), information on the new Crowdfunding Investors Fund and detailed operating conditions of the fund will be provided to Lenders in a separate notice.

18.20 Crowdfunding Investors Fund in no way will claim to the Investors Fund operating exclusively to compensate and redeem Lenders' rights of claim arising from the consumer credit agreements in accordance with the terms and conditions set forth in the Agreement.

18.21 All provisions set forth in Clauses 18.1 - 18.20 of the Agreement shall apply to the Crowdfunding Investors Fund.

18.22 All provisions set forth in Clauses 18.1 - 18.18 of the Agreement shall apply to the Investors Fund operating exclusively to compensate and redeem Lenders' rights of claim arising from the consumer credit agreements in accordance with the terms and conditions set forth in the Agreement.

19 CROWDFUNDING

19.1 Lenders may choose to invest into a specific Loan Application or Project that shall be secured by real

property Mortgage and/or other security measures with the purpose of business financing (forfeit - fine, late payment, pawning, suretyship, guarantee or any other legal measures of securing the performance of obligations), and participating in the auction only when conducting an assessment of the funder's eligibility.

- 19.2 The Organizer shall have the right to approve and publish not only the Loans secured by real estate Mortgage and/or other security measures (forfeit - fine, late payment, pawning, suretyship, guarantee or any other legal measures of securing the performance of obligations) and intended for business financing, but also other Projects, i.e. such Projects which are intended for professional, scientific, research and other purposes, other than consumption, and for the implementation of which the Project Owner seeks to attract crowdfunding funds.
- 19.3 Loan applications shall be approved and published on the Organizer's Website provided they comply with the Rules for assessing the reliability of project owners approved by the Organizer.
- 19.4 The Organizer shall have the right not to approve or publish the Loan Application or Project if the Loan Application or the Project does not meet the criteria for assessing the reliability of project owners approved by the Organizer, and/or requirements, or the information document (when the total amount of financing transactions is from Euros 100 thousand to EUR 5 million within 12 months, irrespective of the type of financing transaction) is incomplete, including whether the information contained therein is understandable, not contradictory and complies with the rules for the submission of information set out in the LCF, and other legislation governing the requirements for preparation of the information document. Confirmation of the information document shall not be considered as a confirmation of the information contained therein and/or recommendation to the Lenders (Funders).
- 19.5 If the Project owner issues financial instruments, the issuer of financial instruments distributed may only be a legal entity. This information shall be disclosed and provided to the Lenders along with a description of the Loan (Project).
- 19.6 The Organizer may not be held responsible for the fact that the Recipient of the Loan has submitted incomplete or false information in the Loan Application and the Organizer has no objective possibility to verify it.
- 19.7 It is clear and understandable to Lenders that when choosing to lend crowdfunding funds to the Recipient of the Loan, the insurance coverage established in the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania shall not be applied. This and other risks shall be provided to the Lenders for their self-assessment, on a case-by-case basis, when the Lender conducts an assessment of the funder's eligibility.
- 19.8 The Organizer may, at any time in the future, having duly informed the Funders and after publishing on the "Interest and Taxes" section of the Website, apply a management fee to the Funders which the Funders shall have to pay when borrowing crowdfunding funds and which amounts up to 1.5% on the Investment amount. In this case, the tax shall be deducted from the amount of the Investment amount during the conclusion of the crowdfunding transaction.

20 FINAL PROVISIONS

- 20.1 The Organiser shall have the right to unilaterally modify the present Agreement and publish the changes on the Website. The modifications to the present Agreement shall come into effect on the date of their publication on the Website which shall be binding to all the Consumers who use the Website and all transactions concluded via the Website.

- 20.2 The Consumer shall have the right to disagree with the modifications and terminate the present Agreement. Such termination shall not have an impact on his/her rights and duties under the Loan or Consumer Credit Agreement (-s) concluded via the Website of which he/she is a party.
- 20.3 The Consumer shall be able to terminate this Agreement by e-mail at any time when his/her obligations towards other Consumers and Organiser arising from the Loan Agreements concluded on the Website have been discharged in full and he/she has no intention to continue using the Website.
- 20.4 The Organiser may terminate the Agreement at any time if the Consumer commits a material breach of this Agreement and/or in other cases where such termination is necessary (without the Consumer's fault). In this case, the Organiser may restrict the Consumer's ability to use the Website.
- 20.5 The Agreement shall come into force at the moment it has been electronically confirmed by the Consumer by selecting the respective field on the Website, and shall be valid together with all modifications and supplementations thereto until the full discharge of obligations under the Loan Agreement and/or while the Consumer is using the Website. This Agreement shall be valid regardless of the insolvency of the Organizer or other unforeseen events (Article 25³(4) of the Law on the State Control of the Republic of Lithuania).
- 20.6 The present Agreement shall be governed by the law of the Republic of Lithuania. By agreement between the Parties, the Loan or Consumer Credit Agreement may be governed by the law of another country.
- 20.7. All disputes between the User (the Lender and the Borrower) and the Organizer shall be settled by negotiations. In the event of disagreement, the dispute between the Lender and the Organizer shall be settled in the competent court at the registered office of the Organizer. The dispute between the Borrower and the Organizer shall be settled in the court of the last known place of residence of the Borrower.
- 20.8. Rights and obligations of the Organizer and Recipients of the Consumer Credits governed by the LCC shall be defined in the General Terms and Conditions of the Consumer Credit Agreement provided on the Website.
- 20.9. Rights and obligations of the Organizer and the Recipients of the Loan governed by the LCF shall be defined in the General Terms and Conditions of the Crowdfunded Loan and a real estate pledge.
- 20.10. The Parties agree that the Organizer shall be considered to be a party to this Agreement and the Loan Agreement on the grounds that it performs administrative actions on the Website and/or the Loan Agreement.

This version of the present Agreement is published on 8 December 2020.