

GENERAL TERMS AND CONDITIONS OF THE LOAN AGREEMENT

This Loan Agreement (the “**Loan Agreement**”) is concluded between the parties to the crowdfunding transaction:

- (1) the **Lenders**, represented by the crowdfunding service provider **UAB ROIX**, legal entity code 305328324, registered office at Naugarduko g. 3-401, Vilnius, Lithuania, represented by the CEO Gintaras Poderis, acting under the Articles of Association of the company,
and
- (2) The **Borrower**, as specified in the Special Terms and Conditions of the Loan Agreement.

The Lenders and the Borrower are introduced to these General Terms and Conditions of the Loan Agreement in advance, prior to the conclusion of the Loan Agreement.

The representative of the Lenders, **UAB ROIX**, without a separate power of attorney, exercises all the rights of the Lenders as creditors in accordance with Article 3(2) of the Regulation and clause 4.10 of the ROIX crowdfunding platform Terms of Use.

As the Lenders have read and approved the conditions of the Loan Agreement as well as the project publication and financing conditions on the platform, this Loan Agreement is entered into between **UAB ROIX** (acting on behalf of the Lenders) and the Borrower (Project Owner).

1. DEFINITIONS USED IN THE AGREEMENT

- 1.1. Unless the context requires otherwise, capitalised terms used in this Loan Agreement shall have the following meanings:
 - 1.1.1. **Secondary Market (Bulletin Board)** – a technical (functional) solution on the Platform allowing Lenders to post interest in selling and purchasing Claims that were originally offered on the Platform;
 - 1.1.2. **General Terms and Conditions** – these general terms and conditions of the Loan Agreement together with all its amendments or supplements;
 - 1.1.3. **Repayment Schedule** – the schedule according to which the Borrower must repay the Loan Amount and pay Interest and/or other amounts due under the Loan Agreement. The Repayment Schedule is presented to the Parties via the Platform and the Special Terms and Conditions of the Loan Agreement;
 - 1.1.4. **Operator** – the operator of the ROIX crowdfunding platform, the crowdfunding service provider UAB ROIX, legal entity code 305328324, registered office at Naugarduko g. 3-401, Vilnius, Lithuania;
 - 1.1.5. **Interest** – the fee for the Loan Amount granted, calculated for each calendar day based on the actual outstanding Loan Amount, assuming a 365-day year;
 - 1.1.6. **Project Application** – a public offer submitted on the Platform by the Borrower to enter into a Loan Agreement under conditions pre-approved and confirmed by the Operator. The Project Application also details the Project conditions and offers the Project for investment, including the key investment information sheet;
 - 1.1.7. **Lenders** – persons (Investors) who are parties to the Loan Agreement and who provide the Loan Amount to the Borrower via the Platform;
 - 1.1.8. **Borrower (Project Owner)** – the Party to the Loan Agreement who receives the Loan Amount and who is specified in the Special Terms and Conditions of the Loan Agreement;
 - 1.1.9. **Loan Amount** – the total amount financed by the Lenders and granted as a loan to the Borrower, which the Borrower must repay under the terms of the Loan Agreement;
 - 1.1.10. **Loan Agreement** – this loan agreement, comprising the General and Special Terms and Conditions, together with all its annexes, amendments, and/or supplements; the following shall be deemed integral parts of the Loan Agreement: the project publication and financing terms on the platform with all annexes, amendments, and/or supplements,

and the Terms of Use Agreement (for both Lender/Investor and Borrower/Project Owner);

- 1.1.11. **Service Fees** – the fees payable to the Operator for services provided, as published on the Platform;
 - 1.1.12. **Platform** – the crowdfunding platform administered by the Operator, available at <https://invest.roix.lt/>, through which Lenders (Investors) provide crowdfunding funds to the Borrower (Project Owner);
 - 1.1.13. **Project** – a project prepared for business purposes (excluding consumption), published on the Platform, for the implementation of which the Borrower seeks to raise the Loan Amount from the Lenders;
 - 1.1.14. **Regulation** – Regulation (EU) 2020/1503 of the European Parliament and of the Council on European crowdfunding service providers for business, amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;
 - 1.1.15. **Payment Account** – a unique payment account opened in the name of the Borrower or Lender with a payment service provider chosen by the Operator, used for transactions related to activities on the Platform;
 - 1.1.16. **Special Terms and Conditions** – an agreement between the Operator (acting on behalf of the Lenders) and the Borrower detailing the specific terms of financing for a particular Borrower. The Special Terms and Conditions form an integral part of the Loan Agreement;
 - 1.1.17. **Related Person** – any person who has assumed any obligations to the Lender(s) (and/or the Operator) under the Security Instruments;
 - 1.1.18. **Crowdfunding Funds** – the funds provided by a Lender to the Borrower via the Platform;
 - 1.1.19. **Parties** – collectively the Lenders (represented by the Operator) and the Borrower; a **Party** – either the Lenders (represented by the Operator) or the Borrower individually;
 - 1.1.20. **Security Instruments** – the instruments specified in the Special Terms and Conditions of the Loan Agreement, by which the Borrower and/or a third party ensures the performance of this Loan Agreement (e.g., mortgage, pledge, suretyship, promissory note, etc.);
 - 1.1.21. **Business Day** – any day that is not a Saturday, Sunday, or a public holiday as defined in Article 123(1) of the Labour Code of the Republic of Lithuania. Work on a public holiday may only be carried out with the employee's consent, except in cases of cumulative working time or when provided in a collective agreement;
 - 1.1.22. **Loan-to-Value Ratio (LTV)** – the maximum allowed ratio between the Loan Amount and the value of the Security Instruments, as determined by the Operator, which must not be exceeded when disbursing instalments, authorising the sale of pledged property, and determining repayment amounts.
- 1.2. Other capitalised terms used in this Loan Agreement shall be understood as defined in the Regulation or other applicable legal acts, the Platform Terms of Use, and/or other documents published on the Platform or separately concluded agreements between the Parties.

2. SUBJECT OF THE LOAN AGREEMENT

- 2.1. Under the terms and procedure set out in this Loan Agreement, the Lenders undertake to provide the Borrower with the Loan Amount by means of crowdfunding, and the Borrower undertakes, upon receiving the Loan Amount, to repay it in accordance with this Loan Agreement, pay Interest and other payments, and duly fulfil the other obligations specified in the Loan Agreement.
- 2.2. The Borrower undertakes to use the Loan Amount (in whole or in part) exclusively for the purpose specified in the Special Terms and Conditions of this Loan Agreement and/or the Project Application. This is an essential provision of the Loan Agreement. Upon receipt of a written request from the Operator, the Borrower undertakes to immediately, but no later than within 3 (three) Business Days, submit to the Operator the requested information and documents substantiating that the Loan Amount has been used for its intended purpose.

- 2.3. The Parties acknowledge that, both before and after the disbursement of the Loan Amount, the Operator has the right, for the purpose of enforcing the disbursement and other terms of the Loan Agreement, to:
- 2.3.1. verify the accuracy and correctness of the information provided by the Borrower and Related Persons;
 - 2.3.2. request additional documents or information necessary to assess the Borrower's readiness to fulfil this Loan Agreement and/or to verify the proper performance of this Loan Agreement;
 - 2.3.3. verify the circumstances surrounding the use of the Loan Amount for its intended purpose.

3. CONCLUSION AND ENTRY INTO FORCE OF THE LOAN AGREEMENT

- 3.1. The Loan Agreement is a crowdfunding transaction concluded on the basis of a crowdfunding offer (as defined in the Regulation) upon Lenders submitting offers via the Platform to provide a crowdfunding amount that corresponds to the Loan Amount.
- 3.2. When a Lender submits a funding offer via the Platform based on the published Application, i.e., during the fundraising period submits an offer to provide crowdfunding funds, such action by the Lender is irrevocable, and the Lender shall not have the right to cancel such offer to provide the loan without a separate written consent from the Operator, except where the Lender qualifies as a non-sophisticated investor under the procedures established in the documents approved by the Operator – in which case the Lender shall have the right to withdraw their funding offer within 4 (four) calendar days of its submission.
- 3.3. The Parties agree that:
- 3.3.1. the actions and the data provided by the Borrower and the Lender are deemed sufficient to express the intent and will to conclude the Loan Agreement, and the Application and the related offer to provide a Loan Amount under specific terms shall be considered as a single original document and equated to a written agreement, producing the same legal effect as a document signed on each page by the Borrower and the Lender;
 - 3.3.2. any separate agreements concluded between the Borrower and the Operator (e.g., concerning the publishing of the Project on the Platform, etc.) are also deemed an integral part of this Loan Agreement, and failure to comply with the requirements set in such documents or agreements shall be considered a breach of this Loan Agreement;
 - 3.3.3. the Operator has the right to allow the Borrower to raise additional financing (i.e., to increase the Loan Amount), provided this does not infringe upon the interests of the Lenders.

4. PROCEDURE FOR DISBURSEMENT OF THE LOAN AMOUNT

- 4.1. Once the Lenders have financed the Loan Amount targeted by the Borrower's Project, the corresponding amount shall be transferred to the Payment Account opened in the name of the Borrower (or disbursed to another account specified by the Borrower under the terms of the Loan Agreement). For this purpose, the Lenders confirm that the Operator has the right to debit the offered funding amounts from the Lenders' Payment Accounts and credit them to the Borrower's Payment Account (or another account as specified in the Loan Agreement).
- 4.2. The Loan Amount or part thereof may only be disbursed to the Borrower once all of the following conditions have been met:
- 4.2.1. the Borrower has paid all fees required by the Operator as set forth in the Service Fees;
 - 4.2.2. there are no grounds for termination of the Loan Agreement as set forth in these General Terms and Conditions, regardless of when such grounds arose, and, in the Operator's assessment, there is no reason to believe that such grounds may arise in the future;
 - 4.2.3. the Borrower is properly fulfilling other obligations under this Loan Agreement, other Loan Agreements concluded via the Platform, the Platform Use Agreement, and other agreements between the Operator, the Lender, and the Borrower;

- 4.2.4. the Borrower has properly, timely, and in a form and manner acceptable to the Operator, provided all agreed Security Instruments;
 - 4.2.5. upon additional request by the Operator, the Borrower provides, within the period specified by the Operator, all requested documents confirming complete and accurate information about the Borrower's financial position and the sources of income necessary to fulfill payment obligations under the Loan Agreement;
 - 4.2.6. the Operator has no reasonable doubt that the value ratio between the Loan Amount and the pledged property used to secure the obligations under the Loan Agreement will not exceed the value specified in the Special Terms after the transfer of the Loan Amount to the Borrower;
 - 4.2.7. there are no existing or potential encumbrances on the pledged property (if any) used to secure the obligations under the Loan Agreement, unless otherwise specified in the Loan Agreement;
 - 4.2.8. upon additional request by the Operator, the Borrower provides (within the period specified by the Operator) specific documents related to the Security Instruments and/or the financial condition of the Borrower or any Related Person;
 - 4.2.9. a 4 (four) day reflection period has elapsed since the full funding of the Project, during which non-sophisticated investors (Lenders) have the right to cancel their offer to fund the Project;
 - 4.2.10. any other conditions specified in the Loan Agreement or in separate agreements between the Parties, upon which the disbursement of the Loan Amount depends, have been properly fulfilled.
- 4.3. Additional conditions not specified in Clause 4.2 of these General Terms may also apply to the disbursement of the Loan Amount and shall be listed in the Special Terms.
- 4.4. All conditions specified in Clause 4.2 and any additional conditions listed pursuant to Clause 4.3 must be fulfilled in a manner and form acceptable to the Operator. The Operator shall, at its sole discretion, unilaterally assess whether the relevant conditions for disbursing the Loan Amount have been properly fulfilled.
- 4.5. The Operator shall have the right to waive one or more of the conditions specified in Clause 4.2 at its sole discretion (except the condition specified in Clause 4.2.9). The Operator shall inform the Borrower of such a waiver in writing.
- 4.6. The Operator shall have the right to terminate this Loan Agreement without liability to itself or the Lenders by giving notice to the Borrower, if any of the conditions listed in Clause 4.2 or any additional conditions established under Clause 4.3 are not fulfilled within 20 (twenty) calendar days from the date of Project funding.
- 4.7. When disbursing the Loan Amount or a portion thereof, the Operator shall have the right to deduct any amounts owed to it from the amount to be disbursed.

5. PROTECTION OF LENDERS' INVESTMENTS

- 5.1. The performance of the Borrower's obligations under the Loan Agreement shall be secured by the Security Instruments. All documents and transactions establishing the Security Instruments must be in a form and content acceptable to the Operator and must be pre-approved by the Operator.
- 5.2. If the Loan Agreement is secured by a pledge of immovable (or movable) property, the Borrower must ensure that all of the following conditions are fulfilled (except when the Operator decides not to apply one or more of the below conditions and informs the Borrower in writing):
 - 5.2.1. the Borrower must provide the Operator with an independent valuation of the pledged property, prepared in accordance with the Law on the Basics of Property and Business Valuation of the Republic of Lithuania (the valuation must be no older than 12 months prior to the signing of the Loan Agreement, unless otherwise decided by the Operator);
 - 5.2.2. the Borrower must (unless otherwise indicated in the Special Terms) enter into a property insurance agreement acceptable to the Operator at its own cost and efforts (such requirements may also be further specified in the Special Terms);

- 5.2.3. in the event of an insurance event, the Borrower must notify the Operator in writing without delay and no later than within 3 (three) calendar days. The Operator has the right to use the received insurance compensation to cover the Borrower's financial obligations under the Loan Agreement. If all obligations are covered, any remaining compensation shall be returned to the owner of the pledged property;
 - 5.2.4. if the Borrower fails to comply with the obligation to insure the pledged property under Clause 5.2.2 and does not ensure that the pledged property is insured, the Operator shall have the right to pay the insurance premium(s) or insure the property at its own initiative and to claim reimbursement from the Borrower or debit such amounts from the Payment Account;
 - 5.2.5. upon request by the Operator, within the period specified by the Operator, the Borrower must submit all requested documents and information related to the pledged property and/or other Security Instruments provided to the Operator;
 - 5.2.6. upon request by the Operator, the Borrower must, within 1 Business Day, allow the Operator's authorized representatives to visit the location of the pledged property to verify its condition, usage, and related matters;
 - 5.2.7. the Borrower must fulfill any other actions specified in the Special Terms of the Loan Agreement or elsewhere that are required before the pledge of property and/or issuance of other Security Instruments.
- 5.3. If the Loan Agreement is secured by a pledge of immovable (or movable) property, the Borrower must ensure that all of the following conditions are fulfilled after the moment of pledging (unless the Operator decides not to apply one or more of the conditions and informs the Borrower in writing):
- 5.3.1. the Borrower must safeguard and properly maintain the pledged property;
 - 5.3.2. the Borrower must use the pledged property only for its intended purpose and in accordance with the usage rules agreed with the Operator;
 - 5.3.3. the Borrower may not undertake any major (non-routine) repairs of the pledged property without prior written agreement with the Operator. Only routine maintenance works may be conducted without prior approval. In case of uncertainty, the Borrower must consult the Operator;
 - 5.3.4. upon request by the Operator, the Borrower must arrange a repeated independent valuation of the pledged property to assess its condition and value;
 - 5.3.5. if the pledged property is damaged or its value decreases, the Borrower must, at its own expense, carry out necessary repairs within the timeframe specified by the Operator to restore the property to the condition it was in at the time of pledging. All repairs must be coordinated in writing with the Operator;
 - 5.3.6. the Borrower shall not transfer, encumber, or otherwise dispose of the pledged property without prior written consent from the Operator;
 - 5.3.7. in the case of a pledge of movable property, the Borrower must not transfer the pledged property outside the Republic of Lithuania without prior written consent from the Operator;
 - 5.3.8. upon request by the Operator, within the specified timeframe, the Borrower must submit all documents and information related to the pledged property;
 - 5.3.9. the Borrower must properly fulfill all other obligations related to the pledged property as stated in the Loan Agreement.
- 5.4. If the Loan Agreement is secured by a pledge of immovable (or movable) property, the Parties acknowledge that proper performance of the Borrower's obligations under Clauses 5.2 and 5.3 is of material significance.
- 5.5. Failure to perform or improper performance of any of the obligations set out in Clauses 5.2–5.3 by the Borrower entitles the Operator to immediately terminate the Loan Agreement and/or apply fees set forth in the Service Fees or other agreements between the Operator and the Borrower.

- 5.6. If the Security Instrument is a pledge of property, a maximum pledge (or maximum mortgage) agreement must always be concluded (unless the Operator specifies otherwise). Notarial Security Instrument agreements shall be signed at a time and notary's office pre-agreed with the Operator.
- 5.7. The Borrower undertakes to ensure that all Security Instruments remain valid until full performance of the Borrower's obligations under the Loan Agreement, and that they are enforceable where applicable.
- 5.8. If the Loan Agreement is secured by a pledge of movable or immovable property and the Special Terms specify a required Loan-to-Value (LTV) ratio, then if the LTV exceeds the permitted level (e.g., due to fines or a decrease in pledged asset value), the Borrower must, within a reasonable period set by the Operator, pledge additional property acceptable to the Operator and/or conclude additional Security Instruments (e.g., suretyship, guarantee, etc.), or repay part of the Loan Amount to restore the required ratio.
- 5.9. The Security Instrument agreements will list the Operator as the representative of the Lenders (creditors), and the Lenders themselves shall not be named in such agreements. The Operator shall hold all rights and obligations of a pledge creditor representative as established in the Loan Agreement, the Platform Use Agreement, and applicable laws.

6. REPAYMENT OF THE LOAN, PAYMENT OF INTEREST

- 6.1. The Borrower shall repay the Loan Amount and pay the Interest according to the schedule specified in the Payment Schedule. By the end of the Loan repayment term, the Borrower must repay the entire Loan Amount and pay the Interest, as well as any other charges related to the Loan Agreement.
- 6.2. Interest on the Loan Amount (or any part thereof) shall begin to accrue on the calendar day following the day the Loan Amount is raised. Interest is calculated on the basis of a 365-day year.
- 6.3. All payments under the Loan Agreement must be made directly by the Borrower through active action. All payments must be made from the Payment Account opened in the Borrower's name.
- 6.4. If the Borrower wishes to make a payment from an account not opened in their name or if a third party intends to make a payment on behalf of the Borrower, the Operator must be informed of such actions in writing in advance. Additionally, the payment details must clearly indicate that the payment is being made on behalf of the Borrower's obligations under this Loan Agreement.
- 6.5. If the requirements of Clauses 6.3–6.4 are not properly followed, the Borrower shall assume all risk related to delayed recognition and administration of such payments, as well as delayed distribution of such amounts to the Lenders. In such case, the Borrower must reimburse the Operator for all (direct and indirect) additional costs associated with the administration of such unauthorized payments.
- 6.6. The Operator also has the right to instruct the Payment Account provider to transfer (debit) all payments (amounts due) to the Lenders from the Borrower's Account to the Lenders' Accounts and/or transfer (debit) from the Borrower's Account the payments (amounts due) to the Operator. It is noted that the Operator is not obliged to exercise this right even if the Borrower fails to properly fulfill their obligations under this Agreement. If the Operator decides to exercise this right, the Borrower shall issue a separate document authorizing the Account provider to carry out the required actions.
- 6.7. If the Borrower fails to make timely and proper payments under this Loan Agreement, the Borrower shall pay penalties, default interest, and/or other charges as provided in the Loan Agreement and/or published in the Service Fees.
- 6.8. The Operator shall distribute received funds to the Lenders and deduct from the received sums the amounts payable to the Operator.
- 6.9. In the event of overdue payments, the Borrower's obligations shall be fulfilled in the following order upon receipt of funds:
 - 6.9.1. first – payments due to the Operator under the Service Fees (in case of enforced collection – also the collection costs incurred by the Operator);
 - 6.9.2. second – penalties and/or default interest payable to the Lenders;

- 6.9.3. third – Interest payable to the Lenders;
- 6.9.4. fourth – the Loan Amount.
- 6.10. In the event that the Loan Agreement is terminated before the agreed term, the Borrower must pay all penalties, default interest, and Interest (the Operator is entitled to demand the Interest that would have been payable had the Borrower repaid the Loan Amount properly according to the Payment Schedule), as well as the fees specified in the Service Fees.
- 6.11. If the Borrower misses the due dates in the Payment Schedule, for each calendar day of delay, the Borrower shall pay default interest on the overdue amount. The default interest rate equals the Interest rate (as set in the Special Terms) plus 10% (e.g., if the Interest rate is 8%, the default interest rate would be 18%).
- 6.12. The Borrower acknowledges that the payment of default interest as specified in Clause 6.11 does not exempt them from fulfilling other obligations (including tax obligations) under the Loan Agreement.
- 6.13. If the final Loan repayment term has expired, the agreed Interest rate and the default interest specified in Clause 6.11 shall continue to accrue on the outstanding amount. The Borrower must also pay the Operator the fees specified in the Service Fees.

7. EARLY REPAYMENT OF THE LOAN AMOUNT

- 7.1. The Borrower has the right to repay the Loan Amount or a part thereof prior to the term specified in the Loan Agreement by notifying the Operator in writing no later than 10 calendar days in advance. The notice of early repayment must indicate the Loan Agreement details (date and number), the amount of the Loan to be repaid early, and the date of payment on which the Loan Amount or part thereof will be repaid.
- 7.2. In such a case, the Borrower shall also pay all Interest due for the minimum Loan period specified in the Special Terms on the amount repaid early (if the Loan is repaid after such a minimum period, the Borrower must have paid Interest for the entire period from the date of receipt of the Loan Amount until the date of early repayment). The Borrower must also pay the fees to the Operator as specified in the Service Fees.
- 7.3. After submitting the notice referred to in Clause 7.1, the Borrower may not cancel it without the Operator's express written consent and is deemed to have unconditionally undertaken to repay the amount specified in the notice by the specified date. If the Borrower fails to fulfill such obligations, the Operator has the right to demand penalties, default interest, and other charges and/or fees applicable for breaches of payment obligations under the Loan Agreement.
- 7.4. If the notice provided under Clause 7.1 does not meet the above requirements, the Operator has the right not to credit the Borrower's funds for early repayment and to return the excess amount of the monthly payment to the Borrower.
- 7.5. If the Borrower properly and in advance repays the Loan Amount or part thereof, the Operator shall recalculate and update the Payment Schedule.

8. OBLIGATIONS, CONFIRMATIONS, REPRESENTATIONS, AND WARRANTIES OF THE PARTIES

8.1. The Borrower undertakes to:

- 8.1.1. duly provide the agreed Collateral in the manner, under the conditions, and within the time limits established in the Loan Agreement, and to ensure its validity;
- 8.1.2. use the received Loan Amount solely for the purpose specified in the Loan Agreement and/or other documents concluded between the Parties and to repay the entire provided Loan Amount in accordance with the terms of the Loan Agreement;
- 8.1.3. upon the Operator's request, within a reasonable time frame set by the Operator, submit documents justifying the use of the Loan Amount in a form and under conditions acceptable to the Operator. If the Borrower fails to submit documents clearly substantiating the use of the Loan Amount (or part thereof) for its intended purpose within the specified term, it shall be considered that the Borrower has used the Loan for an

unintended purpose, and the Operator acquires the right to unilaterally terminate the Loan Agreement due to the Borrower's fault;

- 8.1.4. repay the Loan Amount by the final term set in the Payment Schedule and the Special Terms, pay the Interest for the use of the Loan for the relevant Interest period, on the Interest Payment Dates without a separate instruction from the Operator. In case of failure to repay the Loan, its part, or the Interest according to the Payment Schedule, pay late payment penalties and other charges published in the Operator's Service Fees. The Interest is paid for the granted Loan Amount until full repayment. The Operator allocates the received Interest payments to the Lenders. The Interest is calculated on the outstanding Loan Amount as per the Payment Schedule provided to the Lender.
- 8.1.4.1 in case of early repayment of the Loan or any part thereof, to notify the Operator at least 10 (ten) days before such repayment and to pay the Early Repayment Fee and Interest as indicated in the Special Terms – the Early Repayment Fee. The Borrower must pay the Penalty indicated in the Special Terms, and for the delay period, the Compensatory Interest Rate (specified in the Special Terms) shall be applied if the Borrower delays the repayment of the Loan or part thereof later than the date indicated in the notice;
- 8.1.5. before the Loan Amount is disbursed, provide the Operator with full information about all valid obligations to third parties, received and given guarantees, concluded surety, and performance security agreements, as well as any other information that may be materially relevant to the Application, the Lender's decision to finance the Loan Amount, and the conclusion, performance, validity, and termination of the Loan Agreement;
- 8.1.6. if there is a risk that the Loan Amount will not be repaid on time and properly, if the ratio between the Debt and pledged asset value decreases or becomes illiquid, if the Borrower's, guarantor's, or surety's financial condition deteriorates, or if the Borrower fails to properly fulfill other obligations under the Loan Agreement, then at the Operator's written request, the Borrower must provide additional Collateral or repay the Loan Amount and all related amounts within the term set by the Operator, without waiting for the due date indicated in the Payment Schedule or provide documents eliminating the risks identified by the Operator;
- 8.1.7. ensure the Operator's ability to inspect the Borrower's activities and pledged property by allowing a representative of the Operator to visit the Borrower's registered office or the pledged property location. Failure to comply or unreasonable delay shall entitle the Operator to terminate the Loan Agreement due to the Borrower's fault;
- 8.1.8. notify the Operator in writing within 5 (five) calendar days from the occurrence of the respective change or event about:
 - 8.1.8.1. any breach of obligations established in these General Terms and/or Special Terms;
 - 8.1.8.2. changes in the Borrower's incorporation documents, management or other governing bodies (indicating the new manager's or governing member's name, surname, and contact details), changes in shareholder composition, or changes in their shareholding;
 - 8.1.8.3. changes in the Borrower's contact information;
 - 8.1.8.4. new debt or credit obligations under lease, loan, surety, or other agreements with financial institutions or third parties unless prior written consent from the Operator has been obtained;
 - 8.1.8.5. third-party claims against the pledged property;
 - 8.1.8.6. initiation of any proceedings against the Borrower in pre-trial institutions, courts, or arbitration;
 - 8.1.8.7. sanctions or other enforcement measures applied to the Borrower by state or competent authorities, which may suspend or restrict the Borrower's financial or business activities;

- 8.1.8.8. delayed payments, deteriorated financial condition, and any other events that may negatively affect the Borrower's ability to perform its obligations under the Loan Agreement;
- 8.1.9. Upon the Operator's request, provide within 5 (five) calendar days:
 - 8.1.9.1. the Borrower's financial statements signed by the Borrower's director and/or chief financial officer;
 - 8.1.9.2. the Borrower's preliminary annual financial statements signed by the Borrower's director and/or chief financial officer;
 - 8.1.9.3. the Borrower's audited annual financial statements with complete auditor reports (opinions), signed by the Borrower's director and/or chief financial officer, or the audited annual financial statements submitted to the Register Centre with complete auditor reports;
 - 8.1.9.4. detailed explanations of the main balance sheet and income (loss) statement items together with the annual financial statements;
 - 8.1.9.5. data and information requested by the Operator concerning the Borrower's financial and economic condition, legal entity operations, and outlook;
 - 8.1.9.6. reports approved by an independent company supervising project implementation, which must be qualified and not affiliated with or related to the Borrower, covering progress of works and equipment acquisition (if applicable), reports prepared by the Borrower on inventory balances (if applicable), account inflows, project review report detailing project execution status, expenditure compatibility, and schedule overview/report, potential delays, Loan usage, and other essential project progress facts;
 - 8.1.9.7. the Borrower's bank account statement(s);
 - 8.1.9.8. any other information requested by the Operator necessary for the Operator to fulfill its duties and/or to protect the interests of the Lenders pursuant to the Regulation requirements.
- 8.1.10. without the Operator's prior written consent:
 - 8.1.10.1. not to provide guarantees or sureties, nor pledge any assets to third parties;
 - 8.1.10.2. not to encumber the assets pledged to the Operator in any way or form;
 - 8.1.10.3. not to take or grant loans or credits of any size or type;
 - 8.1.10.4. not to grant loans to third parties (in any form) if the total amount would exceed 30% of the Loan Amount;
 - 8.1.10.5. if the Borrower is a legal entity – not to reduce its share capital or initiate reorganization, restructuring, or liquidation procedures;
 - 8.1.10.6. not to take any other actions that may have a significant negative impact on the proper performance of this Loan Agreement.
- 8.1.11. inform the Operator in advance in writing about any changes in its registered office, deterioration in financial condition, income fluctuations, expected payment delays, and any other significant changes that may affect the fulfillment of obligations arising from and/or related to the Loan Agreement. The Borrower must provide such information without delay, but no later than 1 business day after such circumstances occur. Failure to comply entitles the Operator to immediately unilaterally terminate the Loan Agreement due to the Borrower's fault.
- 8.1.12. immediately and in any case no later than within 2 (two) business days from the occurrence of relevant circumstances, inform the Operator in writing if:
 - 8.1.12.1. the Borrower is unable to timely and properly make any payments under the Loan Agreement or otherwise fulfill its obligations under the Loan Agreement;

- 8.1.12.2. the asset pledged to secure the obligations under the Loan Agreement is damaged, destroyed, or otherwise depreciates in value;
- 8.1.12.3. a decision is made on the Borrower's reorganization, restructuring, liquidation, initiation of bankruptcy proceedings, or out-of-court bankruptcy procedure;
- 8.1.12.4. any of the Borrower's contact details change;
- 8.1.12.5. the Loan Amount is planned to be used for a purpose other than stated in the Project application;
- 8.1.12.6. the Borrower's financial condition deteriorates or may deteriorate (e.g., newly assumed debt obligations);
- 8.1.12.7. any other circumstance arises that reduces or may reduce the Borrower's solvency and/or financial reliability;
- 8.1.12.8. any arbitration, judicial, and/or other proceedings (including enforcement) are initiated by or against the Borrower.
- 8.1.13. cover all costs at its own expense related to the conclusion, registration, notarization, insurance of Collateral Agreements, and other costs of concluding and/or related to the Loan Agreement, including insurance policy arrangements, asset valuation reports, asset maintenance, and other costs.
- 8.1.14. carry out all communication with the Lenders exclusively through the Operator;
- 8.1.15. insure the Pledged Assets no later than the day of the Pledge Agreement and submit proof of such insurance;
- 8.1.16. submit a new property valuation within 30 calendar days upon the Operator's request;
- 8.1.17. in case the Operator initiates debt collection actions or the Loan Agreement is not performed, the Borrower shall pay Debt Administration and Recovery Fees (added to the payable or collectible amount);
- 8.1.18. properly fulfill all other obligations arising from and/or related to the Loan Agreement.
- 8.2. Failure to perform or improper performance of the obligations set out in Clause 8.1 shall be deemed a material breach of the Loan Agreement. If the Operator becomes aware of the existence of any of the circumstances specified in Clause 8.1 and the Borrower has not notified thereof (as required in Clause 8.1), the Operator shall be entitled to take appropriate action, including terminating the Loan Agreement, suspending the Borrower's activity on the Platform, and/or removing the Borrower from the Platform.
- 8.3. Representation of Lenders:**
 - 8.3.1. the Operator shall exercise all creditor rights on behalf of the Lenders. The Operator shall distribute and transfer the payments (interest, loan principal, penalties, or other payments) received from the Borrower to the Lenders' indicated accounts within 3 (three) business days. It is noted that the Operator does not have the right to provide payment services under Directive (EU) 2015/2366; therefore, the Operator engages a partner—being a licensed payment service provider—for the execution of all payments related to this Loan Agreement (including payments received from the Borrower and their distribution to Lenders).
 - 8.3.2. the Operator is named as the representative of the Lenders (creditors) when the Security Agreement is concluded.
 - 8.3.3. the Operator has the right to decide in what order the security instruments will be sold.
 - 8.3.4. in the event of a breach of the Loan Agreement or during debt collection, the Operator reserves the right to decide on the order and selection of the Security Instruments to be realized, regardless of the Borrower's, Guarantor's, or any other Security Provider's opinion.
- 8.4. Each Party to this Loan Agreement represents and warrants to the other Party that:

- 8.4.1. the Party has the right to enter into this Loan Agreement and the Security Agreements, and the conclusion and performance of such agreements do not conflict with applicable laws, decisions of courts, arbitral tribunals, or other authorities, the Party's (in case of legal entities) articles of association, or other constitutional documents, nor with obligations assumed under other agreements. The Parties also confirm that they have obtained any necessary approvals, consents, and decisions from their governing bodies, governmental institutions, or other persons for the conclusion of this Loan Agreement and the Security Agreements;
 - 8.4.2. the Party's representative signing this Loan Agreement acts within the limits of the granted authority, and such authority has been granted in compliance with applicable laws, the Party's (in case of legal entities) articles of association and/or other constitutional documents, decisions of governing bodies, etc.;
 - 8.4.3. upon concluding this Loan Agreement, the Parties express their true will, have properly familiarized themselves with the provisions of this Loan Agreement, and understand their content. The Parties also confirm that this Loan Agreement contains no unexpected (surprising) or unfair terms.
- 8.5. The Borrower further confirms and warrants that:
- 8.5.1. all statements and warranties made by the Borrower and Related Persons in connection with the Loan Agreement are accurate, true, valid, and supported by the documents submitted to the Operator;
 - 8.5.2. as of the date of conclusion of the Loan Agreement, the Borrower has no undisclosed financial obligations, security obligations, guarantees, or other agreements ensuring the performance of obligations of the Borrower or third parties not disclosed to the Operator;
 - 8.5.3. no court or arbitration proceedings have been initiated, and the Borrower is not aware of any proceedings being prepared, that could negatively impact the Borrower's financial condition, business operations, and/or the fulfillment of obligations under the Loan Agreement;
 - 8.5.4. the Borrower has provided the Operator with all information necessary for evaluating the Borrower and the Project (including any information that may have been important for such an evaluation, even if not directly requested by the Operator).

9. LOAN AGREEMENT TERMINATION. DEBT RECOVERY

- 9.1. The Operator, acting as the authorized representative of the Lenders, shall have the right to unilaterally and immediately terminate the Loan Agreement and demand repayment of the full Loan Amount, Interest, and other overdue payments (penalties, late payment interest, compensatory interest, etc.) stipulated in the Loan Agreement and fees defined in the Operator's approved Service Fees, under the grounds established by the Civil Code of the Republic of Lithuania, if:
- 9.1.1. the Borrower fails to pay any amount payable under the Loan Agreement under the conditions and within the deadlines set in the Loan Agreement and does not fully remedy the breach within 14 (fourteen) calendar days after receiving written notice of default from the Operator;
 - 9.1.2. the Borrower fails to pay the fees set in the Service Fees to the Operator as stipulated in the Loan Agreement, the Platform Usage Agreement, and/or other agreements concluded with the Operator (e.g., for publishing the project on the Platform, etc.);
 - 9.1.3. the Borrower breaches any of the obligations listed in Clause 8.1 of these General Terms and fails to remedy such breach within 7 (seven) calendar days from the date of written notice by the Operator; if the breach is objectively irremediable (or no longer has purpose), the Operator may terminate the Agreement without granting the 7-day remedy period;
 - 9.1.4. the Borrower breaches any of the obligations specified in Clauses 5.2 or 5.3 of these General Terms;
 - 9.1.5. the Borrower uses the Loan Amount (or any part thereof) for purposes other than those specified in the Special Terms of the Loan Agreement;

- 9.1.6. it becomes evident that any of the Borrower's confirmations and warranties referred to in Clause 8.5 of these General Terms are false, misleading, or have become invalid;
- 9.1.7. the Borrower and/or Related Persons commit a material breach of obligations under Security Agreements or any other agreements related to the Loan Agreement as listed in the Special Terms;
- 9.1.8. the Borrower or any Related Person becomes insolvent or declares insolvency according to applicable law;
- 9.1.9. competent public authorities take actions that result in the Borrower or any Related Person becoming unable to fulfill the obligations under the Loan Agreement, Security Agreements, or any other agreements indicated in the Special Terms;
- 9.1.10. judicial, administrative, or arbitration proceedings are initiated against the Borrower or any Related Person, which, in the Operator's opinion, may significantly affect the proper performance of the Loan Agreement;
- 9.1.11. the full Loan Amount is not disbursed by the deadline set in Clause 4.6 of these General Terms;
- 9.1.12. the Operator reasonably believes that the Borrower will fail to fulfill or improperly fulfill the Loan Agreement;
- 9.1.13. the Borrower improperly performs or fails to perform any other obligation arising from this Loan Agreement, and such non-performance or improper performance is deemed material in the context of the Agreement;
- 9.1.14. the Operator has reasonable doubts regarding the value of the Security provided by the Borrower and/or the information presented about such Security;
- 9.1.15. the Operator has reasonable doubts regarding the information provided by the Borrower in the key investment information document and/or other related documents.
- 9.2. The Borrower must compensate all direct and indirect losses incurred by the Lenders and the Operator due to the termination of the Loan Agreement.
- 9.3. If the Operator (at its sole discretion and reasonable judgment) determines the existence of any grounds for termination as specified in Clause 9.1 of these General Terms, or reasonably suspects that such grounds may exist or may arise in the future, the Operator may issue a written notice to the Borrower terminating the Loan Agreement. In such case, the Operator may demand that the Borrower pay the entire outstanding Loan Amount, accrued Interest, all other payments due under the Loan Agreement, and any applicable fees according to the Service Fees. In all cases, the Loan Agreement shall be deemed terminated and the above-mentioned amounts due from the date the Operator's notice is received by the Borrower (or from a later date, if indicated in the notice).
- 9.4. If the Operator has demanded early repayment of the Loan Amount in accordance with these General Terms, the accrual of penalties, compensatory interest, and other applicable fees does not stop until the Borrower fully settles all obligations to the Lenders and the Operator. For clarity, no Interest or other charges under the Loan Agreement shall accrue on the day when the Loan Amount (including any Interest or other charges) is repaid.
- 9.5. The Lenders and the Borrower agree and acknowledge that upon termination of the Loan Agreement, the Operator may, at its sole discretion:
 - 9.5.1. for the purpose of administering the obligations arising from the Loan Agreement, assume the Lenders' claims under this Agreement and the Platform Usage Agreement; or act as the Lenders' representative in recovering the debt under the Loan Agreement, exercising all rights granted by the Regulation and/or other legal acts, and where necessary, ensuring debt recovery. To this end, the Operator is authorized to take all actions necessary to properly represent the Lenders' interests and administer the repayment of the debt.
- 9.6. Acting as the Lenders' representative, the Operator shall have all the rights and obligations set out in the Regulation, the Civil Code of the Republic of Lithuania, and other applicable legislation. No separate power of attorney or equivalent document is required for this purpose.

- 9.7. Upon unilateral termination of the Loan Agreement by the Operator as stipulated herein, the Operator, acting as the Lenders' representative, shall have the right to issue further demands for repayment of all due amounts (Loan Amount, Interest, penalties, compensatory interest, damages, etc.) and/or recover such amounts through legal or extrajudicial means. The Operator shall have the right to re-authorize third parties to represent the Lenders' interests before courts and other authorities.
- 9.8. The Operator shall have the right to freely exercise its rights under the Loan Agreement and Security Agreements and to use the documents and information about the Borrower in its possession. The Operator shall enforce the Security Instruments in accordance with the Security Agreements and applicable legal acts and regulations.
- 9.9. The Operator has the right to assign debt recovery to a debt collection company, in which case the Borrower shall compensate the applicable collection fees and/or cover all costs incurred by the Operator or the debt collection company due to such assignment.
- 9.10. The Parties confirm that neither Party is of essential significance to the other, i.e., the Parties may, without restriction (except as provided in this Loan Agreement), assign claims arising from the Loan Agreement.

10. BREACHES OF THE AGREEMENT

- 10.1. The Borrower shall pay the Compensatory Interest Rate for the period of breach of the Loan Agreement if the Borrower breaches the conditions of this Loan Agreement, delays payments related to the repayment of the Loan, or fails to comply with the terms of the Project's publication and financing conditions on the Platform.
- 10.2. The Borrower shall pay the Administrative Fee specified in the Special Terms for each missed financial obligation (i.e., in cases of delayed payments related to the repayment of the Loan).
- 10.3. The Borrower shall pay the Debt Recovery Fee specified in the Special Terms when the Operator initiates debt recovery procedures against the Borrower.
- 10.4. The Operator shall have the right to allocate received payments to the settlement of obligations under Loan Agreements acceptable to the Lender if the Borrower has entered into multiple Loan Agreements and fails to properly fulfill at least one of them.

11. FINAL PROVISIONS

- 11.1. All communication, notifications, and other information or documents related to this Loan Agreement shall be provided by the following means:
 - 11.1.1. via the Borrower's and Lenders' accounts registered on the Platform (in which case the correspondence shall be deemed received 1 business day after the respective information is submitted through such accounts on the Platform);
 - 11.1.2. by email (in which case the correspondence shall be deemed received 1 business day after dispatch);
 - 11.1.3. via courier or registered mail (in which case the correspondence shall be deemed received 3 business days after dispatch).
- 11.2. The Special Terms of the Loan Agreement, Security Instrument Agreements, and any other information and/or documents related to these General Terms, Special Terms, and Security Instruments shall be considered confidential information and may not be disclosed to third parties, except in cases where such disclosure is required by law or is necessary for either Party to defend its rights and legitimate interests arising from this Loan Agreement.
- 11.3. This Loan Agreement, as a crowdfunding transaction, shall enter into force in accordance with the procedure established in this Loan Agreement and shall remain valid until the full performance of the Parties' obligations arising from this Loan Agreement.
- 11.4. This Loan Agreement may be amended only by a separate agreement of the Parties (i.e., the Operator acting on behalf of the Lenders and the Borrower). All amendments and supplements to this Loan Agreement shall become an integral part thereof.

- 11.5. The Operator shall have the right to unilaterally amend these General Terms. In such a case, the Operator shall publish the new version of the General Terms on the Platform and inform the Lenders and the Borrower in advance. The new version of the General Terms shall take effect on the date specified by the Operator and shall apply only to Loan Agreements concluded on the Platform after the new version has entered into force. Loan Agreements already concluded by the Parties may be amended only in accordance with Clause 11.4 of these General Terms, i.e., by a separate agreement of the Parties.
- 11.6. Upon conclusion of the Loan Agreement, the following documents shall also become its integral parts:
 - 11.6.1. the Platform Terms of Use valid at the time of concluding the Loan Agreement;
 - 11.6.2. the published Project application on the Platform, the Key Investment Information Sheet, and the actions taken by the Lenders on the Platform related to financing the Project based on the published Project application;
 - 11.6.3. the account statement reflecting the fact and amount of funds transferred by each Lender financing the Borrower.
- 11.7. The Borrower agrees and understands that the Operator has the right to acquire or transfer the Lenders' claims arising from this Agreement to third parties.
- 11.8. The Borrower agrees and understands that the Operator has the right to transfer the administration of the Platform to another operator that is authorized to manage a crowdfunding platform under the Regulation. In such case, the new operator shall assume all the rights and obligations of the Operator under the Loan Agreement and other agreements concluded between the Lenders, the Borrower, and the Operator. The Operator shall notify the Borrower and the Lenders in writing and/or via an announcement on the Platform about such transfer of administration in advance. In any case, all the rights and obligations of the Borrower and Lenders arising from this Loan Agreement and/or other agreements concluded with the Operator shall remain unchanged.
- 11.9. This Loan Agreement shall be governed by the law of the Republic of Lithuania.
- 11.10. Any disputes arising from this Loan Agreement between the Parties shall be resolved through negotiations. If no amicable solution can be reached, the dispute shall be settled in the competent court of the Republic of Lithuania, based on the Operator's registered office.
- 11.11. If the Loan Agreement (or any related document) is published on the Platform in both Lithuanian and a foreign language, the Lithuanian version of the Loan Agreement and related documents shall prevail.