

CROWDFUNDING PLATFORM "FLORRID" TERMS OF USE

These terms of use of the crowdfunding platform "Florrid" (the "**Platform**") (the "**Agreement**") are entered into by and between:

- (a) the operator of the Platform – crowdfunding service provider UAB "Finance EU", legal entity code 306726092, registered address at Debesijos g. 8-38, Vilnius, Republic of Lithuania (the "**Operator**"),
and
- (b) **You**, i.e. a user of the Platform who meets the conditions set out in this Agreement (the "**You**" or "**User**").

The Agreement establishes the conditions for using the Platform and governs the legal relationship between You and the Operator. Before you start using the Platform, You must enter into this Agreement and confirm that:

- 1. you have thoroughly reviewed the Agreement;
- 2. you have understood its content and possible consequences;
- 3. you agree to all the conditions of use of the Platform set out in the Agreement.

If You do not agree with the conditions set out in this Agreement, You will not be able to use the Platform or the services provided by the Operator.

Documents published on the Platform and (or) separately concluded between You and the Operator may set out provisions that differ from this Agreement – such provisions shall be deemed special provisions in relation to the provisions of this Agreement and shall prevail.

1. DEFINITIONS USED IN THE AGREEMENT

1.1. Unless the context clearly requires otherwise, capitalised terms used in this Agreement shall have the meanings set out below:

- 1.1.1. **Reflection Period** – a 4 (four) calendar day reflection period during which a Non-sophisticated Investor may, without giving any reason and without incurring any penalty, revoke its offer to invest or its expression of interest in a crowdfunding offer;
- 1.1.2. **General Terms and Conditions** – the General Terms and Conditions of the Loan Agreement published on the Platform;
- 1.1.3. **Funding Period** – the period specified in the project application during which the Loan Amount is sought to be raised to finance the Project;
- 1.1.4. **Funder (Investor)** – a User who finances a Project published on the Platform with Crowdfunding Funds;
- 1.1.5. **Simulation of the Ability to Bear Losses** – a simulation required by the Operator of Non-sophisticated Investors' (Funders') ability to bear losses, calculated as 10% of the net worth of the Non-sophisticated Investor (Funder), as set out in the Procedure for the Appropriateness Assessment of Crowdfunding Transactions and Simulation of the Ability to Bear Losses approved by the Operator and published on the Platform;
- 1.1.6. **Individual Portfolio Management of Loans (Automated Investing)** – a crowdfunding service provided by the Operator whereby the Operator, acting under a mandate individually granted by the Funder and the parameters set out therein, allocates a predetermined amount of the Funder's funds to one or more Projects;
- 1.1.7. **Automated Investing Agreement** – an agreement for the provision of the Individual Portfolio Management of Loans service concluded between the Operator and the Funder, setting out the parameters of the mandate and other conditions for the provision of this service;

- 1.1.8. **Payment Service Provider** – a partner engaged by the Operator that holds the relevant licence to provide payment services;
- 1.1.9. **Payment Account** – a unique payment account opened in the User's name with the Payment Service Provider, intended for making payments related to transactions carried out on the Platform;
- 1.1.10. **Payment Schedule** – a schedule setting out the dates by which the Project Owner must repay the Loan Amount, pay the Interest and other amounts payable under the Loan Agreement;
- 1.1.11. **User or You** – a person who meets the conditions set out in this Agreement and enters into this Agreement seeking to use the Operator's services (i.e. seeking to become a Funder or a Project Owner);
- 1.1.12. **Operator** – the operator of the crowdfunding platform <https://florrid.com/>, crowdfunding service provider UAB "Finance EU", legal entity code 306726092, registered address at Debesijos g. 8-38, Vilnius, Republic of Lithuania;
- 1.1.13. **Interest** – remuneration for the Loan Amount provided, calculated for each calendar day on the actual outstanding balance of the Loan Amount, assuming a 365-day year;
- 1.1.14. **Loan Agreement** – a crowdfunding transaction concluded between the Funders (in whose name and interest the Operator acts) and the Project Owner. The Loan Agreement consists of the General Terms and Conditions published on the Platform and the special conditions, together with all annexes, amendments and supplements thereto;
- 1.1.15. **Loan Amount** – the sum of money financed by the Funders and provided to the Project Owner in the form of a loan, repayable on the terms set out in the Loan Agreement;
- 1.1.16. **Service Fee Schedule** – the fees applied by the Operator and payable to it for the services provided, as published on the Platform;
- 1.1.17. **Non-sophisticated Investor** – a Funder who is not a Sophisticated Investor;
- 1.1.18. **Sophisticated Investor** – a Funder who meets the criteria set out in Annex II to the Regulation and has, in accordance with the procedure approved by the Operator and published on the Platform, obtained confirmation from the Operator that it will be treated as a sophisticated investor;
- 1.1.19. **KIIS** – the key investment information sheet setting out the key information about the Project Owner and the Project;
- 1.1.20. **Platform** – the crowdfunding platform administered by the Operator, accessible at <https://florrid.com/>, through which Investors financing a Project may provide Crowdfunding Funds to the Project Owner;
- 1.1.21. **Entry Knowledge Test** – a knowledge test (questionnaire) used to assess the knowledge, skills and experience of a Non-sophisticated Investor and the appropriateness of the crowdfunding services offered to it;
- 1.1.22. **Project** – a project prepared to meet business needs, excluding consumption, and published on the Platform, for the implementation of which the Project Owner seeks to raise Crowdfunding Funds from Funders;
- 1.1.23. **Project Application** – the Project Owner's crowdfunding offer published on the Platform on terms agreed in advance with, and approved by, the Operator, comprising the terms of the Project and its financing and the KIIS;
- 1.1.24. **Project Owner** – a User who initiates the publication of a Project on the Platform and seeks to raise Crowdfunding Funds through the Platform;

- 1.1.25. **Regulation** – Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;
- 1.1.26. **Crowdfunding Funds** – the monetary funds provided by a Funder to the Project Owner through the Platform;
- 1.1.27. **Agreement** – this Platform terms of use agreement, together with all amendments and supplements thereto;
- 1.1.28. **Parties** – the Operator and the Users (Funders and Project Owners) together, and a "Party" means any one of them individually;
- 1.1.29. **Security Measures** – a pledge (mortgage), suretyship, guarantee, promissory note or other means securing the performance of the Project Owner's financial obligations to the Funders under the Loan Agreement.
- 1.2. Other capitalised terms used in this Agreement shall have the meanings assigned to them in the Regulation and other applicable legal acts, the Loan Agreement and (or) other agreements published on the Platform or concluded between the Users and the Operator.
- 2. REGISTRATION ON THE PLATFORM AND IDENTITY VERIFICATION**
 - 2.1. In order to use the Platform and the crowdfunding services provided by the Operator, a User must register on the Platform. The following may register on the Platform:
 - 2.1.1. a natural person who is at least 18 years of age and is capable of entering into crowdfunding transactions and assuming all civil rights and obligations arising therefrom;
 - 2.1.2. a legal entity represented by its manager or other authorised representative. When registering, such persons must submit all authorisations and (or) resolutions required under applicable legal acts and (or) the legal entity's internal documents that are necessary for the provision of Crowdfunding Funds.
 - 2.2. Two types of registration are available on the Platform:
 - 2.2.1. a person seeking to provide Crowdfunding Funds through the Platform registers as a **Funder**;
 - 2.2.2. a person seeking to raise Crowdfunding Funds for its Project registers as a **Project Owner**.
 - 2.3. When registering, a User must submit all documents and information requested by the Operator, review and confirm the conditions of this Agreement, and hold a Payment Account opened in its own name, which is linked to the Platform upon registration.
 - 2.4. Before acquiring the right to enter into Loan Agreements, provide or raise Crowdfunding Funds and use other services of the Operator, Users must verify their identity (and that of their beneficial owners) by a means permitted on the Platform.
 - 2.5. In implementing the requirements for the prevention of money laundering and terrorist financing, the Operator identifies each User (and its beneficial owners) before establishing a business relationship. Users undertake to promptly provide the Operator with all information and documents it requests. The form, scope, manner of submission and deadlines for documents shall be determined by the Operator.
 - 2.6. If a User fails to duly verify its identity within 1 month of the date of registration on the Platform or has not agreed to the terms of the payment service provider, the Operator shall be entitled to close the relevant User's account.
 - 2.7. The Operator shall be entitled to refuse to confirm a User's registration or identity, and to impose additional registration requirements or restrictions on activity on the Platform, where this is necessary under applicable legal acts, the Operator's internal documents or risk management

requirements. The User shall be notified of such refusal, except where notification is prohibited by legal acts.

- 2.8. If a User is a natural person, it may use the Platform and enter into transactions on it only personally, i.e. not through representatives.
- 2.9. The User confirms that it understands that all actions performed by it after logging into the Platform shall be deemed valid consents and confirmations of the User having the legal effect of an electronic signature under the Law on Electronic Identification and Trust Services for Electronic Transactions of the Republic of Lithuania and Regulation (EU) No 910/2014 (eIDAS).
- 2.10. The Operator shall not be obliged to verify a User's authority to finance a Project or to make decisions on raising financing under the User's internal documents. The User itself shall be liable for actions exceeding its authority and for failing to update information about itself or its authority.
- 2.11. The User is responsible for the accuracy and currency of the information, data and documents it submits. If incorrect or inaccurate information is submitted or is not updated in a timely manner, full liability for losses caused to the Operator and (or) other persons shall rest with the User.

3. PUBLICATION OF PROJECTS ON THE PLATFORM

- 3.1. A User (Project Owner) seeking to publish a Project on the Platform and obtain financing must:
 - 3.1.1. apply to the Operator regarding the Project intended to be financed;
 - 3.1.2. submit all documents and information requested by the Operator and enter into the necessary additional agreements with the Operator (including an agreement on the publication of the Project on the Platform);
 - 3.1.3. hold a Payment Account opened in its own name.
- 3.2. Having collected initial information about the Project, the Operator shall, in accordance with the procedure established by legal acts and its internal documents, carry out an assessment of the Project Owner's reliability, comprising an assessment of reputation and creditworthiness (including the assignment of a credit score), as well as an assessment of the Project itself.
- 3.3. During the assessment, the Project Owner must fully cooperate with the Operator and, within a reasonable period set by it, provide all additionally requested information and documents necessary to assess the Project, its risks, and the reliability of the Project Owner (and of any third parties providing Security Measures).
- 3.4. Only Projects that, in accordance with the project owner reliability assessment rules approved by the Operator, other related internal documents and the requirements of legal acts, are assessed as suitable for publication shall be published on the Platform.
- 3.5. If it is determined that the Project or the Project Owner does not meet the specified requirements, the Project shall not be published on the Platform. A refusal to publish a Project shall not entitle the Project Owner to claim damages; fees paid under the Service Fee Schedule for the assessment of the Project Application and other services provided shall not be refunded.
- 3.6. If it is determined that the Project and the Project Owner meet the requirements, the Operator and the Project Owner shall finally agree on the terms of the Project Application (including the price of the crowdfunding offer set by the Operator – the Interest rate) and enter into a written agreement on the publication of the Project on the Platform.
- 3.7. Publication of a Project on the Platform does not constitute a guarantee or confirmation by the Operator that the Project will be financed, that a Loan Agreement will be concluded, or that the funds raised will be disbursed to the Project Owner.
- 3.8. The publication of a crowdfunding offer on the Platform, the assignment of a risk category to a particular Project and (or) other information about the Project published on the Platform shall not be regarded as investment advice or any other confirmation by the Operator that the Project Owner is

financially reliable and will duly perform, in the future, the obligations to the Funders assumed under the Loan Agreement. By entering into a Loan Agreement, Funders invest and assume the risks associated with such investment, including, but not limited to, the risk of not receiving a return on investment or of losing all the funds invested in the Project.

- 3.9. Having entered into an agreement on the publication of the Project, the Project Owner shall be entitled to withdraw the Project Application and cancel the Project only until the Project is published on the Platform, by paying the fees set out in the Service Fee Schedule (if any). Once the Project has been published on the Platform, the Project Application may be withdrawn only with the prior written consent of the Operator and only until the Loan Agreement is concluded.
- 3.10. When a Project is published on the Platform, at least the following information shall be published together with it:
 - 3.10.1. a description of the Project;
 - 3.10.2. the KIIIS, the procedure for the preparation and verification of which is set out in the procedure approved by the Operator and published on the Platform;
 - 3.10.3. the main risks associated with the Project;
 - 3.10.4. the Funding Period (and the funding stages, if provided for);
 - 3.10.5. the amount of Crowdfunding Funds sought to be raised, upon collection of which the Loan Agreement may be concluded (if provided for);
 - 3.10.6. the amount already raised;
 - 3.10.7. the minimum investment amount of a single Funder (if set);
 - 3.10.8. other relevant information related to the Project.
- 3.11. Once a Project has been successfully financed, the Crowdfunding Funds raised shall be disbursed to the Project Owner only after it has performed all the actions set out in this Agreement and the Loan Agreement and has satisfied the disbursement conditions set out in the Loan Agreement (including the condition regarding the expiry of the Reflection Periods of all Non-sophisticated Investors).
- 3.12. If, during the Funding Period, circumstances become apparent which, in the Operator's reasonable assessment, may adversely affect the assessment of the Project Owner's reliability and (or) the implementation of the Project, the Operator shall be entitled to suspend the crowdfunding offer or unilaterally cancel the Project. Such actions by the Operator shall not entitle the Project Owner to claim damages. Funders shall be notified of the suspension of the offer or cancellation of the Project on the Platform. If the Project is cancelled, the Funders' funds shall be returned without any deductions.
- 3.13. The Operator shall be entitled to publish a Project in stages, granting certain groups of Funders that meet predetermined objective criteria priority access to the Project and the opportunity to finance it. Such criteria and the procedure for their application shall be published on the Platform.

4. FINANCING OF PROJECTS

- 4.1. In order to finance Projects published on the Platform, a Funder must hold a Payment Account opened in its own name and linked to the Platform, and must have completed the procedures specified in this section.
- 4.2. Before entering into a Loan Agreement for the first time, a Funder must independently complete the Entry Knowledge Test (this requirement does not apply to a Funder who is treated as a Sophisticated Investor).
- 4.3. In order to complete the Entry Knowledge Test, the Funder will need to fill in a questionnaire and answer certain questions about the Funder's knowledge and experience in the field of financing

relevant to the type of transaction intended to be concluded. The Funder must complete the Entry Knowledge Test independently.

- 4.4. If the results of the Entry Knowledge Test are negative, or if the Funder refuses to complete the Entry Knowledge Test or fails to provide the information necessary to complete it, the Operator shall notify the Funder thereof and issue an additional warning about the risks associated with crowdfunding;
- 4.5. If, notwithstanding the warning issued, the Funder decides to finance the Project and enter into a Loan Agreement, the Funder shall be deemed to have confirmed that it has reviewed, understands and accepts the risks indicated to it.
- 4.6. A Non-sophisticated Investor (Funder) must also carry out its Simulation of the Ability to Bear Losses. The ability to bear losses amounting to 10% of the Funder's net worth is simulated, with net worth determined taking into account:
 - 4.6.1. the Funder's regular and total income and its nature, including whether such income is permanent or temporary;
 - 4.6.2. the assets held by the Funder, including financial investments and cash held on deposit, excluding personal and investment property and assets accumulated in pension funds;
 - 4.6.3. the Funder's financial commitments, including existing, regular and anticipated future commitments.
- 4.7. If the amount that a Non-sophisticated Investor (Funder) intends to invest in a Project exceeds EUR 1,000 or 5% of its net worth, calculated in accordance with Clause 4.6 of the Agreement, whichever of the two amounts is greater, before making such investment, the Operator shall:
 - 4.7.1. issue the Funder a clear warning of the risk associated with the planned investment;
 - 4.7.2. require the explicit consent/confirmation of the relevant investor (Funder) to make the investment;
 - 4.7.3. require the explicit confirmation of the relevant investor (Funder) that he/she understands the investment and its risk.
- 4.8. Before entering into a Loan Agreement, a User must review the information provided on the Platform or by other means chosen by the Operator about the Operator and the crowdfunding services it provides. The User must also review information on the applicable fees and other costs, including the Service Fee Schedule, the financial risk associated with investing, the Project selection criteria, and the nature of crowdfunding services and the risks inherent to them.
- 4.9. A Funder who has decided to finance a Project shall indicate and confirm on the Platform the specific amount of Crowdfunding Funds allocated to the Project. A minimum investment amount may be set for individual Projects. If the total amount of offers submitted by Funders exceeds the Loan Amount required for the Project, financing shall be allocated in the order in which the offers were submitted on the Platform, with priority given to offers submitted earlier.
- 4.10. Once a Funder has submitted an offer on the Platform to finance a Project in accordance with the terms of the Project Application (i.e. has provided financing during the financing of the Project), such action by the Funder shall be irrevocable and the Funder shall lose the right to cancel its offer to provide funds to the Project without the separate written consent of the Operator, except where the relevant Funder is treated as a Non-sophisticated Investor (Funder) – in which case the Funder shall be granted a 4 (four) calendar day reflection period during which the investment in the Project may be cancelled.

5. CONCLUSION OF THE LOAN AGREEMENT

- 5.1. The Loan Agreement is a crowdfunding transaction concluded on the Platform on the basis of the relevant crowdfunding offer in accordance with the procedure established by the Regulation. The

Loan Agreement shall be deemed concluded once the entire Loan Amount set for the Project, or, if the Project is financed in stages, the entire amount set for the particular financing stage, has been raised and the Reflection Periods of all Non-sophisticated Investors have expired. Funders shall be notified on the Platform of the conclusion of the Loan Agreement and the disbursement of funds to the Project Owner. A copy of the Loan Agreement or its special conditions shall be provided to the Funder by e-mail and (or) in its personal account on the Platform.

- 5.2. Performance of the Project Owner's obligations under the Loan Agreement may be secured by Security Measures provided by the Project Owner or a third party. Such Security Measures may include, among other things, a mortgage, pledge, suretyship, guarantee or other means of securing the performance of obligations specified in the Project Application. The Security Measures applicable to a particular Project shall be indicated in the Project Application and the KIIS published on the Platform.
- 5.3. Where a Project is financed in several stages, the terms of each subsequent financing stage shall be formalised in a separate annex to the Loan Agreement. All financing provided under the individual financing stages shall be deemed part of the same Loan Agreement and, unless otherwise provided in the special conditions of the Loan Agreement, shall be secured by the same Security Measures.
- 5.4. Interest payable to the Funder shall begin to accrue from the calendar day following the day on which the Project is deemed to have been successfully financed, unless otherwise provided in the relevant Loan Agreement. A Project shall be deemed to have been successfully financed once the entire envisaged Loan Amount has been raised and the 4 (four) calendar day reflection period applicable to all Non-sophisticated Investors who financed the Project has expired.
- 5.5. The Loan Amount and Funding Period for each Project shall be determined individually and indicated in the Project Application published on the Platform. If the entire Loan Amount is not raised within the set Funding Period, one of the following solutions may be applied, depending on the circumstances of the particular Project:
 - 5.5.1. financing of the Project shall be discontinued, the Project shall be removed from the Platform, and the funds allocated to the Project by Funders shall be returned;
 - 5.5.2. by agreement between the Project Owner and the Operator, the Funding Period may be extended, but for no longer than the original Funding Period;
 - 5.5.3. by agreement between the Project Owner and the Operator, the amount of Crowdfunding Funds being raised for the Project may be reduced. In such case, only the amount sought to be raised shall be changed, while the other financing conditions set out in the Project Application shall remain unchanged.
- 5.6. Additional conditions for the conclusion and performance of the Loan Agreement applicable to the financing of a particular Project shall be set out in the relevant Loan Agreement.
- 5.7. By entering into this Agreement, the Funder authorises the Operator to act in its name and interest to the extent necessary to perform actions related to the conclusion, administration and performance of Loan Agreements and the exercise of the Funder's rights arising therefrom. For this purpose, the Operator shall be entitled, without a separate mandate from the Funder in each specific case and with the right of sub-delegation, to perform the necessary legal and factual actions, including entering into Loan Agreements, administering Security Measures, recovering claims and representing the Funder before courts and other institutions.
- 5.8. In order to ensure the proper performance of payments related to transactions concluded on the Platform, the User agrees that the funds held in its Payment Account may be used to perform obligations assumed on the Platform, including the transfer of Crowdfunding Funds to the Project Owner, the distribution of payments received from the Project Owner to Funders, and the payment of Service fees payable to the Operator. In any case, such actions shall be performed only to the extent that such payments are related to, and necessary under, transactions concluded on the Platform and (or) service fees payable to the Operator. At the Operator's request, the User must,

without delay but no later than within 2 business days, issue a separate written document confirming that the Operator has the right to manage the funds held in the User's Payment Account for the purpose and to the extent specified in this clause of the Agreement.

6. PRE-CONTRACTUAL REFLECTION PERIOD

- 6.1. Each Non-sophisticated Investor (Funder) who has submitted an offer on the Platform to invest in a Project or has expressed interest in a crowdfunding offer shall be granted a Reflection Period – a 4 (four) calendar day Pre-contractual reflection period, calculated from the moment the offer to invest is submitted on the Platform or the moment interest in the crowdfunding offer is expressed, as applicable.
- 6.2. The Company shall provide the prospective Non-sophisticated Investor with accurate and clear information, in good time, about the Reflection Period and the means of revoking the offer to invest or expressed interest, including at least the fact that the offer to invest or expression of interest is subject to a Reflection Period, the duration of the Reflection Period, and the means of revoking the offer to invest or expressed interest.
- 6.3. During the Reflection Period, a Non-sophisticated Investor shall have the right, at any time, without giving any reason and without incurring any penalty, to revoke its offer to invest or expressed interest in a crowdfunding offer.
- 6.4. Crowdfunding Funds shall be disbursed to the Project Owner only after the Reflection Periods of all Non-sophisticated Investors who financed the Project have expired. If, as a result of offers revoked during the Reflection Period, the amount raised becomes lower than the amount of Crowdfunding Funds sought to be raised, the shortfall may continue to be raised during the Funding Period, including the possibility of extending it in accordance with the procedure set out in the Agreement.
- 6.5. In the case of the Automated Investing functionality, the 4 (four) calendar day pre-contractual reflection period for a Non-sophisticated Investor shall apply only to the initial investment mandate granted to the Operator upon first using the Automated Investing functionality, and shall not apply to subsequent investments in specific loans made under that mandate.
- 6.6. The Operator shall record and store on a durable medium data on the moment each Non-sophisticated Investor submitted its offer to invest (expression of interest), the information provided to it about the Reflection Period, any revocations received and the moments thereof, and the expiry of the Reflection Periods.

7. INDIVIDUAL PORTFOLIO MANAGEMENT OF LOANS (AUTOMATED INVESTING)

- 7.1. A Funder who has entered into an Automated Investing Agreement with the Operator may authorise the Operator to allocate a set amount of the Funder's funds to one or more Projects in accordance with parameters pre-selected by the Funder.
- 7.2. The Funder shall independently set the Automated Investing parameters, which must include at least two of the following criteria that every loan included in the Funder's portfolio must meet:
 - 7.2.1. the minimum and maximum Interest rate;
 - 7.2.2. the shortest and longest term of the Loan Agreement;
 - 7.2.3. the range and distribution of Project risk categories;
 - 7.2.4. if a target annual rate of return on investments is offered – the likelihood that the selected loans will enable that target to be achieved.
- 7.3. Other criteria offered on the Platform may additionally be set (e.g. the amount invested per Project). The Operator shall allocate the Funder's funds only to Projects that meet all of the set parameters.
- 7.4. When using Automated Investing, the Funder does not need to separately select or confirm a particular Project in each case – the Operator, acting under and within the limits of the mandate granted by the Funder, selects Projects and allocates funds within the parameters set by the Funder.

The Operator does not provide the Funder with investment advice and does not assess the suitability of particular Projects for the Funder's individual situation.

- 7.5. Offers submitted using the Automated Investing functionality shall be irrevocable and non-modifiable. In the case of the Automated Investing functionality, the Reflection Period shall apply only to the Non-sophisticated Investor's initial investment mandate, and not to investments in specific loans made under that mandate.
- 7.6. The Operator shall also provide the Funder, on an ongoing basis and upon the Funder's request, with information about its portfolio and each loan included in the portfolio. The Funder may review the composition of its portfolio on the Platform, change the Automated Investing parameters, or discontinue this service. A change or discontinuation shall not affect offers to finance Projects already submitted in the Funder's name, or Loan Agreements already concluded, prior thereto.
- 7.7. The Operator shall endeavour to ensure the uninterrupted operation of Automated Investing, but does not guarantee that the functionality will operate without malfunctions or interruptions.
- 7.8. Other conditions for the use of the Automated Investing functionality shall be set out in detail in the Automated Investing Agreement.
- 7.9. The Funder may, at any time, revoke or change the set Automated Investing conditions and criteria by logging into its personal account on the Platform. Any changes made shall apply to offers submitted after the date of the changes.
- 7.10. The Operator shall record the mandates granted by Funders and the data of each individual portfolio loan, and shall store them on a durable medium for the periods established by legal acts.

8. DEFAULT ON LOAN AGREEMENTS

- 8.1. If the Project Owner fails to duly perform the Loan Agreement, the Operator (or a third party engaged by it), acting as the Funders' representative, shall carry out contract administration, debt administration and recovery actions, for which fees set out in the Service Fee Schedule may apply. Debts shall be recovered in accordance with the debt administration and recovery procedure approved by the Operator.
- 8.2. Funds recovered from the Project Owner shall be applied to satisfy the Funders' claims, after first deducting the reasonable recovery costs incurred by the Operator, the fees set out in the Service Fee Schedule, and the costs of other persons who acted for the benefit of the Funders, in the order of priority set out in the Loan Agreement.
- 8.3. The Operator, acting in the name of the Funders, shall decide on the order and scope of recovery actions, in all cases seeking the maximum satisfaction of the Funders' claims and representing the Funders' interests.

9. FEES APPLICABLE TO USERS

- 9.1. Information on the fees applied on the Platform is set out in the Service Fee Schedule published on the Platform.
- 9.2. By confirming this Agreement, the User confirms that it has reviewed the Service Fee Schedule and undertakes to pay the fees set out therein in accordance with the established procedure.
- 9.3. The Project Owner also undertakes to cover all third-party service costs related to the conclusion and performance of the Loan Agreement and Security Measure transactions (e.g. asset valuation, notary, registration, deregistration, amendment of transactions, etc.).
- 9.4. Late payment of fees payable to the Operator may be subject to the compensatory interest specified in the Service Fee Schedule.
- 9.5. The User must pay all fees payable to the Operator itself, on its own initiative. The User also grants the Operator the right to instruct the Payment Service Provider, in the User's name, to transfer the fees set out in the Service Fee Schedule from the User's Payment Account to the Operator, and the

Operator shall be entitled to set off the fees due to it against amounts transferred to Users or amounts received from Users.

- 9.6. Users shall themselves calculate, declare and pay all taxes applicable to them in relation to income received from Loan Agreements, except where the Operator is required to perform the relevant obligations under applicable legal acts.

10. PROHIBITED ACTIONS ON THE PLATFORM

- 10.1. A User is prohibited from:

- 10.1.1. providing the Operator with incorrect, incomplete or misleading information, failing to provide requested information or documents, or failing to update them in a timely manner;
- 10.1.2. entering into this Agreement or a Loan Agreement in breach of legal acts, the User's internal documents, granted authorisations, concluded agreements or court decisions;
- 10.1.3. acting on the Platform in the name and (or) for the benefit of third parties, or providing financial services to third parties;
- 10.1.4. using the Platform or the Operator's services for unlawful purposes (e.g. fraud, money laundering, unlawful provision of financial services);
- 10.1.5. financing a Project published on the Platform by means other than through the Platform, or seeking to obtain financing from the Platform's Funders while bypassing the Platform;
- 10.1.6. collecting information about Projects or other Users by impermissible means;
- 10.1.7. disclosing its Platform login details to third parties or using another person's login details;
- 10.1.8. transmitting or entering into the Platform data that may contain viruses or other code, files or programs designed to disrupt, restrict or damage the operation of the Platform, its equipment or communication means (including automated data collection tools);
- 10.1.9. affecting, in any way, the operation of the Platform or the data contained therein by using systems not authorised by the Operator;
- 10.1.10. using the Platform to advertise or promote other crowdfunding or similar platforms or sources of financing;
- 10.1.11. otherwise breaching this Agreement, the Loan Agreement, other agreements between the Parties or legal acts, or, by its acts or omissions, causing damage or posing a risk to the Operator, other Users or third parties.

- 10.2. If the Operator suspects that a User is engaging in prohibited actions, the Operator may, in order to protect its own interests or those of other Users or third parties, unilaterally:

- 10.2.1. restrict or close access to the User's account;
- 10.2.2. restrict the User's activity on the Platform and (or) set financing limits;
- 10.2.3. stop publishing the Project and suspend or cancel the collection of funds for the Project;
- 10.2.4. refuse to allow the conclusion of Loan Agreements;
- 10.2.5. initiate the withholding of the User's funds in Payment Accounts linked to the Platform, to the extent permitted by applicable legal acts and the terms of the Payment Service Provider;
- 10.2.6. notify the competent authorities;
- 10.2.7. terminate this Agreement without prior notice;
- 10.2.8. take other measures provided for by legal acts or agreements between the Parties.

- 10.3. Where possible, the Operator shall inform the User of the measures applied, except where this cannot be done under applicable legal acts. Lawfully applied measures shall not entitle the User to claim damages.
- 10.4. All intellectual property rights to the Platform, its content, the Operator's website and the trademarks used belong to the Operator. The content of the Platform may not be copied, reproduced, stored or otherwise used without the Operator's prior written consent, except to the extent necessary for using the services provided by the Operator.

11. LIABILITY OF THE PARTIES

- 11.1. A Party in breach of the Agreement must compensate the other Party for the losses incurred as a result thereof, in accordance with the procedure established by legal acts and this Agreement.
- 11.2. The Operator shall be liable only for direct losses incurred by the User as a result of a breach of this Agreement caused by the Operator's intentional acts, which the Operator could reasonably have foreseen at the time the breach was committed. This limitation shall not apply to the extent that the limitation of liability is prohibited by mandatory legal provisions (including liability for damage caused intentionally or by gross negligence and provisions governing consumer rights).
- 11.3. The Operator may not be held liable or at fault for:
 - 11.3.1. the non-performance of obligations or unlawful acts of Users or third parties;
 - 11.3.2. acts of Users performed in excess of the authority granted to them;
 - 11.3.3. the accuracy of information provided by the Project Owner and set out in the Project Application and the KIIS;
 - 11.3.4. the Project Owner's inability to perform the Loan Agreement;
 - 11.3.5. malfunctions of services provided by third parties (e.g. the Payment Service Provider, communication service providers);
 - 11.3.6. other factors that the Operator cannot effectively control.
- 11.4. Users confirm that they understand that:
 - 11.4.1. the Operator administers the Platform and acts as an intermediary between Funders and Project Owners, while the parties to Loan Agreements are the Users themselves, acting at their own will and risk;
 - 11.4.2. the Operator's activities do not include providing investment advice, financial intermediation, the provision of payment services, or advice on the conclusion or performance of transactions or the securing of the performance of obligations, or other activities unrelated to crowdfunding activity and not specified in this Agreement;
 - 11.4.3. the Operator shall not be liable for lost income or losses incurred by Users using the Platform, except to the extent set out in Section 11;
 - 11.4.4. crowdfunding is not covered by the deposit and investor protection guarantee scheme established under Directive 2014/49/EU and the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania;
 - 11.4.5. financing Projects involves increased risk and Funders' funds may be lost and (or) fail to generate the return desired by Funders;
 - 11.4.6. Users have reviewed the information published on the Platform about the risks associated with crowdfunding.

12. COMMUNICATION AND RECORD-KEEPING

- 12.1. All communication, notices and documents related to this Agreement shall be provided:

- 12.1.1. through Users' accounts registered on the Platform – correspondence shall be deemed received 1 (one) business day after submission;
 - 12.1.2. by e-mail – deemed received 1 (one) business day after sending;
 - 12.1.3. by courier or registered mail – deemed received 3 (three) business days after sending.
- 12.2. Users must, without delay but no later than within 1 (one) business day, notify the Operator of any change in their contact details and update them in their Platform account. If not notified in a timely manner, notices sent to the last known details shall be deemed duly delivered.
- 12.3. Project Owners are prohibited from directly contacting Funders in order to provide information about the Project other than that published on the Platform, and (or) to obtain financing while bypassing the Platform. Such actions may be regarded as unlawful and may result in legal consequences (e.g. removal of the Project from the Platform, an obligation to pay the relevant fees, compensation for damage, etc.).
- 12.4. In accordance with the legal obligations applicable to it, the Operator also undertakes to store and record, on a durable medium, all information related to the services provided and transactions, for at least five years. The Operator shall also ensure that Users have the opportunity to review, at any time, the records of the services provided to them.

13. AMENDMENT OF THE AGREEMENT

- 13.1. The Operator shall be entitled to unilaterally amend and (or) supplement this Agreement and its annexes. Users shall be notified of material amendments to the Agreement (i.e. amendments that change Users' rights or obligations or the fees applicable to them) by the means set out in this Agreement no later than 14 (fourteen) calendar days before the amendments take effect.
- 13.2. The Operator must notify Users of other editorial changes to the conditions applicable to them no later than the day of the change.
- 13.3. Use of the Platform after the amendments to the Agreement, its annexes or the Service Fee Schedule take effect shall be deemed the User's consent to the amendments.
- 13.4. A User who does not agree with the amendments shall have the right, before they take effect, to terminate this Agreement by notifying the Operator by e-mail or by deregistering from the Platform. Such termination shall not affect the User's rights and obligations under the Agreement, its annexes and the Service Fee Schedule in respect of Loan Agreements concluded before the termination of this Agreement, or in respect of amounts payable to the Operator that became due before the termination of this Agreement.
- 13.5. The User agrees and understands that the Operator shall be entitled to transfer the administration of the Platform to another crowdfunding service provider authorised to administer a crowdfunding platform under the provisions of the Regulation. In such case, the new operator shall assume all of the Operator's rights and obligations under this Agreement and under other agreements concluded between the User and the Operator. The Operator shall notify the User of such transfer of administration in advance, in writing and (or) by publishing a notice thereof on the Platform. In any case, all of the User's rights and obligations arising from this Agreement and (or) from other agreements concluded with the Operator shall remain unchanged.

14. VALIDITY AND TERMINATION OF THE AGREEMENT

- 14.1. A User shall have the right to terminate this Agreement at any time, by deregistering from the Platform or by notifying the Operator thereof, provided that, at the time of termination, the User:
- 14.1.1. has no valid Loan Agreement and no rights or obligations related to concluded Loan Agreements;
 - 14.1.2. is not participating in the financing of a Project (e.g. has not submitted a valid offer to invest);

14.1.3. has fully settled with the Operator under the Service Fee Schedule and has no other amounts payable;

14.1.4. is not the owner of a Project published on the Platform.

14.2. The Operator shall be entitled to terminate this Agreement without prior notice if the User engages in the prohibited actions specified in Section 10, commits a material breach of the Agreement, or in other cases specified in the Agreement or legal acts. In other cases, the Operator may terminate the Agreement by giving the User no less than 30 (thirty) calendar days' notice.

14.3. Upon termination of the Agreement, the User's account shall be closed. Data on the User and the Loan Agreements concluded by it shall be stored for the purposes, periods and in the manner set out in the privacy notice and legal acts.

14.4. In the event of withdrawal of the Operator's licence, cessation of activity, liquidation or bankruptcy, Loan Agreements already concluded shall remain valid and continue to be performed by their parties.

15. FINAL PROVISIONS

15.1. Each Party confirms that it holds all the authorisations, permits and licences required under applicable legal acts to enter into and perform this Agreement.

15.2. If any provision of the Agreement is held to be invalid, the remaining provisions of the Agreement shall remain in force.

15.3. Annexes to the Agreement and other agreements published on the Platform or concluded separately between Users and the Operator may set out special conditions for the use of the Platform. In the event of any conflict, the provisions of such agreements, being special provisions, shall prevail over this Agreement.

15.4. Users shall not have the right to assign rights and obligations arising from this Agreement or Loan Agreements to third parties without the prior written consent of the Operator, except in the cases set out in the Loan Agreement and (or) other documents published on the Platform.

15.5. Users' complaints shall be handled in accordance with the complaint-handling rules approved by the Operator and published on the Platform.

15.6. This Agreement shall be governed by the law of the Republic of Lithuania (and the provisions of the Regulation).

15.7. Disputes between the User and the Operator shall be resolved through negotiation, and if no agreement is reached, before the competent court of the Republic of Lithuania having jurisdiction over the Operator's registered office, except where mandatory legal provisions provide otherwise.

15.8. If this Agreement, the Service Fee Schedule or any other document published on the Platform is published in Lithuanian and another (foreign) language, in the event of any discrepancy, the Lithuanian language version of the document shall prevail.