

## GENERAL TERMS OF LOAN AGREEMENT

The Loan Agreement (the “**Loan Agreement**”) is made as a crowdfunding transaction by and between:

**Lenders**, represented by the Operator, i.e. the operator of crowdfunding platform Heavyfinance.eu, **UAB HEAVY FINANCE** entity code 305576227, address Birutės str. 18-1, Vilnius, Lithuania.,

and

**Borrower** (or **Project Owner**), i.e. the Borrower indicated in the Special Terms of the Loan Agreement.

The Lenders and Borrower shall be collectively referred to as the “**Parties**”, and each individually as the “**Party**” in this Loan Agreement.

All rights of the Lenders as creditors shall be exercised by the Operator as set forth in points 5 and 6 of Article 6 of the Law on Crowdfunding of the Republic of Lithuania (the “**Law**”) and the Agreement on Use of Crowdfunding Platform Heavyfinance.eu. By entering into the Agreement on Use of Crowdfunding Platform, the Lenders acknowledged their understanding that the Loan Agreement shall be signed on their behalf by the Operator.

The Lenders and Borrowers have acquainted with these General Terms of the Loan Agreement in advance and agreed with them (including all the subsequent amendments to the General Terms) when registering on the Platform.

The General Terms of the Loan Agreement shall be set out as follows:

### 1. Definitions

1.1. Unless a different meaning is required by the context, the following capitalised words used in the present Loan Agreement shall have the meanings indicated below:

- 1.1.1. **Automatic investment functionality** means the functionality of the Platform, which allows the Financiers to pre-select the investment criteria acceptable to them, which are specified on the Platform, and automatically submit, based on such a selection, proposals for financing the Applications of the owners of the Project, published on the Platform, and thus enter into a Loan Agreement;
- 1.1.2. **Secondary market** shall mean the technical (functional) solution, enabling the Lenders transfer the available Rights of claim and (or) the users of the Platform acquire the transferable Rights of claim.
- 1.1.3. **General Terms** shall mean the General Terms of the present Loan Agreement together with all their supplements and amendments;
- 1.1.4. **Payment Schedule** shall mean the schedule according to which the Borrower shall repay the Loan Amount and pay the Interest and/or other amounts payable under the Loan Agreement as known in advance. The Payment Schedule shall be provided to the Parties on the Platform;
- 1.1.5. **Operator** shall mean the Operator of crowdfunding platform Heavyfinance.eu – **UAB HEAVY FINANCE** entity code 305576227, address Birutės str. 18-1, Vilnius, Lithuania.;
- 1.1.6. **Paysera Account** shall mean a unique account of the Lender or Borrower respectively opened with the system operated by “Paysera LT”, UAB, legal entity number 300060819, domicile registered at Pilaitės pr. 16, Vilnius, Lithuania, where a specific person is identified when opening such account;
- 1.1.7. **Interest** shall mean the remuneration for the granted Loan Amount, which accrues for each calendar day on the actual outstanding Loan Amount, and it shall be considered that a year has 365 days, and a month consists of the number of calendar days;

- 1.1.8. **Application** shall mean the public pitch placed by the Borrower on the Platform to enter into the Loan Agreement in accordance with the terms coordinated with and approved by the Operator in advance;
- 1.1.9. **Lenders** shall mean the persons (funders) which are the Party to the Loan Agreement and have granted the Loan Amount to the Borrower by means of the crowdfunding platform Heavyfinance.eu. The Lenders are represented by the Operator;
- 1.1.10. **Borrower** shall mean the Party to the Loan Agreement, which is granted the Loan Amount and indicated in the Special Terms of the Loan Agreement;
- 1.1.11. **Loan Amount** shall mean the amount funded by the Lenders which is granted as a loan to the Borrower and which the Borrower must repay on the terms set forth in the Loan Agreement;
- 1.1.12. **Loan Agreement** shall mean the present Loan Agreement which consists the General Terms and Special Terms together with all its annexes amendments and/or supplements;
- 1.1.13. **Service Rates** shall mean the fees and charges payable to the Operator and published on the Platform;
- 1.1.14. **Platform** shall mean the crowdfunding platform available at [www.heavyfinance.eu](http://www.heavyfinance.eu) operated by the Operator, through which the Lenders (investors) grant the crowdfunding funds to the Borrower;
- 1.1.15. **Rights of claim** shall mean the Lender's right of claim against the Borrower under the Loan Agreement, including all related or derived rights.
- 1.1.16. **Loan-to-Value Ratio** shall mean the ratio between the Loan Amount and market value of the collateral indicated in the Special Terms of the Loan Agreement as percentage;
- 1.1.17. **Special Terms** shall mean the agreement made between the Operator (representing the Lenders) and Borrower concerning the special conditions of the Loan Agreement, Payment Schedule as well as the Borrower's Application published on the Platform and all the actions taken by the Lenders on the Platform when financing the Borrower according to the published Application. The Special Terms shall constitute an integral part of the Loan Agreement;
- 1.1.18. **Associated Person** shall mean each person having assumed any obligations with respect to the Operator and/or Lender under the Performance Security transactions;
- 1.1.19. **Performance Security** shall mean the measures indicated in the Special Terms of the Loan Agreement, by which the Borrower and/or another third party secures performance of the present Loan Agreement (e.g., pledge of movable property, suretyship, issuing of a promissory note, etc.).

1.2. Other capitalised words used in the present Loan Agreement shall have the meanings assigned to them in the Agreement on Use of Crowdfunding Platform Heavyfinance.eu, the Law and other applicable legal acts.

## 2. Subject matter of Loan Agreement

- 2.1. Based on the terms and in the manner specified in the Loan Agreement, the Lenders undertake to raise the Loan Amount to the Borrower by means of the crowdfunding, and the Borrower (having taken the Loan Amount) undertakes to repay it, pay the Interest and other amounts due under this Loan Agreement, and to perform all the other obligations set out in the Loan Agreement adequately.
- 2.2. The Borrower undertakes to use the **Loan Amount (in full or any part thereof) exclusively for the intended purpose of the Loan Amount which is indicated in the Special Terms of the present Loan Agreement**. This is the essential provision of the Loan Agreement. On receipt of the Operator's written request, the Borrower undertakes to supply to the Operator, without delay, the requested information and document evidencing the use of the Loan Amount.
- 2.3. The Parties take note that, as regards the pay-out of the Loan Amount and fulfilment of other provisions of the Loan Agreement, the Operator shall have the right to verify the following (both before the pay-out of the Loan Amount and at any time thereafter): (i) correctness and accuracy of the information provided by the Borrower and Associated Persons, and may request supplying additional documents

or information necessary to check the readiness to perform this Loan Agreement and/or to check the appropriate performance of the Loan Agreement; and (ii) various circumstances surrounding the use of the Loan Amount for the intended purpose.

### **3. Entering into Loan Agreement**

- 3.1. The Borrower shall have the right to withdraw Application only before the moment the Application is published on the Platform (the Application can be withdrawn subsequently only with the Operator's written consent).
- 3.2. When the Lender makes an offer on the Platform for financing based on the published Application (i.e. the financing is granted when the Loan Amount is being raised), such action of the Lender shall be irrevocable, and the Lender shall no longer have the right to cancel such offer to grant a loan (unless a separate written consent of the Operator is obtained for that purpose).
- 3.3. The Loan Agreement is a crowdfunding transaction (as provided for in the Law), and is entered into by means of crowdfunding on the Platform. The Loan Agreement shall be considered concluded from the moment the Application has been successfully financed on the Platform.
- 3.4. The Parties agree that the actions of and the data indicated by the Borrower and Lender shall be considered sufficient in expressing their will and wish to enter into the Loan Agreement, and the Application and the offer made on the basis of the Application for specific terms of granting the Loan Amount shall be considered one original document and shall be equivalent of a document drawn up in writing, which entails the same legal consequences as the document certified by the signatures of Borrower and Lender on each page.

### **4. Automatic investment**

- 4.1. The Operator may provide the Financiers with access to the Automatic Investment Functionality on the Platform. Using the Automatic Investment Functionality, the Financiers may automatically submit proposals for the Applications published on the Platform and thus enter into Loan Agreements.
- 4.2. The Lender's proposal submitted using the Automatic Investment Functionality shall be equivalent to the proposal submitted by itself and on its own initiative without using this functionality and is considered to be completely sufficient for expressing the will and intent to enter into a Loan Agreement.
- 4.3. The Operator shall not take and has not taken, to any extent, any decision on the submission of proposals for specific Applications on behalf of the Financier. The use of the Financier's Automatic Investment Functionality shall be equivalent to participation in the submission of proposals and entering into Loan Agreements without using this functionality (i.e. as if the Financier would, through its own actions, be separately submitting an individual proposal for the Application of its choice, which has been published on the Platform).

### **5. Loan Amount pay-out procedure**

- 5.1. After the Lenders raise the full Loan Amount indicated in the Borrower's Application, such amount shall be transferred to the Borrower's account in the manner stated in the Loan Agreement. To this end, the Lenders confirm that the Operator shall have the right to debit the financing amount offered by the Lenders from the Lenders' Paysera Account and to credit it to the Borrower's Paysera Account.
- 5.2. The Borrower shall be paid out the Loan Amount or its part only when all of the conditions below have been met:
  - 5.2.1. none of the grounds for termination stipulated in these General Terms exist despite the time when such grounds came to light and, in view of the Operator, there are no reasons to believe that such termination ground may appear in the future;
  - 5.2.2. performance of the Borrower's other obligations under the present Loan Agreement, the Agreement on Use of Crowdfunding Platform and other agreements concluded between the Operator, Lender and Borrower is adequate;
  - 5.2.3. if additionally requested by the Operator, the Borrower has supplied (within the time limit indicated by the Operator) all the documents requested by the Operator and evidencing the

full and complete information on the Borrower's financial standing and the sources of the income necessary for making payments under the Loan Agreement;

- 5.2.4. the Borrower has duly submitted a valuation report and/or preliminary valuation report of the pledged/mortgaged property carried out by an independent qualified valuer as set forth in the Special Terms of the Loan Agreement;
  - 5.2.5. the Borrower has properly furnished, in the form and manner acceptable to the Operator, every Performance Security indicated in the Special Terms of the Loan Agreement as to be provided before the pay-out of the Loan Amount;
  - 5.2.6. the Operator does not have reasonable grounds to believe that the Loan-to-Value Ratio will exceed the ratio specified in the Loan Agreement after the Loan Amount is transferred to the Borrower;
  - 5.2.7. the collaterals are free from encumbrances that are currently effective or might become effective in the future, unless the other provisions of Loan Agreement state otherwise;
  - 5.2.8. if additionally requested by the Operator, the Borrower shall (within the time limit specified by the Operator) submit the specific requested documents concerning the collateral, other Performance Security and/or financial standing of the Borrower or Associated Person;
  - 5.2.9. the other conditions set out in the Special Terms of the Loan Agreement associated with the pay-out of the Loan Amount have been duly fulfilled.
- 5.3. All the conditions stated in paragraph 5.2 of these General Terms as well as the conditions set forth in the Special Terms and associated with the pay-out of the Loan Amount shall be fulfilled in the form and manner acceptable to the Operator. The Operator has absolute discretion to assess unilaterally whether the specific conditions associated with the pay-out of the Loan Amount have been fulfilled properly or not.
- 5.4. The Operator shall have the right, at its own discretion, to exempt the Borrower from one or several conditions stated in paragraph 5.2 of these General Terms. The Operator shall notify the Borrower thereof in writing.
- 5.5. If at least one of the conditions stated in paragraph 5.2 of these General Terms agreed by the Parties has not been fulfilled within 15 (fifteen) working days from financing of the Application, the Borrower shall pay penalties to the Lenders for each calendar day of failure to meet the above deadline. The amount of such penalties is equal to the amount of Interest payable by the Borrower as indicated in the Loan Agreement. If at least one of the conditions stated in paragraph 5.2 of these General Terms agreed by the Parties has not been fulfilled within 25 (twenty five) working days from financing of the Application, the Operator shall additionally have the right to unilaterally terminate the present Loan Agreement effective immediately without any negative consequences for the Operator or Lenders by giving a notice to the Borrower to that effect.

## **6. Performance Security**

- 6.1. Performance of the Borrower's obligations under the Loan Agreement shall be guaranteed by the Performance Security. All the documents and transactions creating the Performance Security shall be in the form and content acceptable to the Operator and pre-approved by the Operator.
- 6.2. If the Loan Agreement is secured by a pledge of the movable property, the Borrower shall ensure that all the conditions set out below have been fulfilled before pledging such movable property (except where the Operator decides to refrain from applying one or several of the conditions below, and notifies in writing thereof):
  - 6.2.1. the Borrower shall submit to the Operator the current (prepared less than 2 months before conclusion of the Loan Agreement unless the Operator states otherwise) independent valuation report concerning the collateral drawn up in accordance with the Law of the Republic of Lithuania on the Bases of Property and Business Valuation;
  - 6.2.2. where, due to objective reasons, it is impossible to conduct valuation of the property (e.g., the collateral is outside the Republic of Lithuania at the moment of entering into the Loan Agreement), the Borrower shall submit to the Operator a valuation estimate of the collateral

carried out by a qualified independent valuer in accordance with the procedure agreed with the Operator in advance. In such case, the Operator shall have the right to request unilaterally that additional Performance Security should be furnished within the time limit set by the Operator (e.g., suretyship, promissory note, etc.). After conclusion of the Loan Agreement, the Borrower shall also carry out and submit to the Operator a comprehensive valuation of the collateral no later than within 30 (thirty) days (or within another time limit set by the Operator) drawn up in accordance with the Law of the Republic of Lithuania on the Bases of Property and Business Valuation;

- 6.2.3. if requested by the Operator, the Borrower shall enable the representatives authorised by the Operator no later than within 1 business day to visit the location of the collateral indicated by the Borrower so that the condition of the collateral, installation of the location tracking system and the conditions of the collateral use can be checked properly;
  - 6.2.4. the Borrower shall use own funds and resources to obtain the insurance policy for the collateral acceptable to the Operator and specifying the Operator as the beneficiary, and shall ensure that the insurance cover remains duly effective until full discharge of the obligations under the Loan Agreement. The collateral shall remain adequately insured throughout the term of the Loan Agreement;
  - 6.2.5. if requested by the Operator and within the time period indicated by the latter, the Borrower shall furnish to the Operator all the requested documents and information concerning the collateral;
  - 6.2.6. the Borrower shall take any other steps indicated in the Special Terms of the Loan Agreement to be taken before pledging the movable property.
- 6.3. If the Loan Agreement is secured by the pledge of movable property, the Borrower shall ensure that all the conditions set out below have been fulfilled after pledging such movable property (except where the Operator decides to refrain from applying one or several of the conditions below, and notifies in writing thereof):
- 6.3.1. the Borrower shall use the collateral only for its intended purpose and in accordance with the rules for the use pre-approved by the Operator;
  - 6.3.2. the Borrower shall protect the collateral, duly maintain and take care of its condition;
  - 6.3.3. the Borrower shall have no right to carry out any repairs of a more extensive nature (other than running repairs) of the collateral without coordinating their scope and other conditions with the Operator in advance (e.g., the Borrower shall not replace essential parts of the pledged vehicle without prior approval of the Operator in writing, etc.); without prior approval and consent of the Operator, the Borrower may perform only the works necessary for technical inspection and permanent repairs of the pledged property (in case of any doubts whether the approval for the repair works is required, the Borrower must contact the Operator and check)
  - 6.3.4. if requested by the Operator, the Borrower shall enable the representatives authorised by the Operator no later than within 1 business day to visit the location of the collateral indicated by the Borrower so that the condition of the collateral, installation of the location tracking system and the conditions of the collateral use can be checked properly;
  - 6.3.5. if requested by the Operator, the Borrower shall carry out a repeat valuation of the collateral within the time limit set by the Operator to ascertain whether the collateral has not been broken, damaged and whether its value has not decreased;
  - 6.3.6. if it transpires that the collateral was broken, damaged or otherwise affected as a result of which its value has decreased, the Borrower shall carry out the repairs at own expense no later than within the time limits indicated by the Operator as required to restore the condition in which the collateral had been at the time of conclusion of the pledge transaction. All the repairs must be coordinated with the Operator in advance in writing;
  - 6.3.7. the Borrower shall neither transfer the collateral, nor dispose of it or otherwise encumber it in any way, form or scope without a prior written and clear approval of the Operator;

- 6.3.8. the Borrower shall ensure that the collateral will not be transported outside the Republic of Lithuania without a prior written and clear approval of the Operator;
  - 6.3.9. if requested by the Operator, the Borrower shall submit to the Operator all the requested documents and information pertaining to the pledged movable property within the time limit indicated by the Operator;
  - 6.3.10. the Borrower shall duly perform all the other obligations related to the collateral as set out in the Loan Agreement (if any), which must be fulfilled after pledging the movable property.
- 6.4. If the Loan Agreement is to be secured by pledge of movable property, the Parties confirm their understanding that the Borrower's due performance of all the obligations set out in paragraphs 6.2 and 6.3 of these General Terms is of the essence. In the event the Operator finds out that the Borrower is not performing, is no longer performing or is inadequately performing at least one of the obligations stipulated in paragraphs 6.2 and 6.3 of these General Terms, the Operator shall have the right to charge the Borrower a fine in the amount of 10 per cent of the collateral value (specified in the pledge transaction). If the Borrower does not perform the obligations stated in paragraphs 6.3.6 or 6.3.7 of the General Terms, the Operator shall have the right to charge the Borrower a fine in the amount of 30 per cent of the collateral value (specified in the pledge transaction). Being a careful and prudent business entity, the Borrower acknowledges that such amounts of the fines are adequate, proportionate and acceptable.
- 6.5. If the Performance Security is pledge/mortgage of property, in all cases the transaction of maximum mortgage or maximum pledge must be concluded (unless otherwise specified by the Operator). Notarised transactions of the Performance Security shall be concluded at the notary's office selected by the Operator at the time arranged with the Operator in advance. Where a notarised form is not required for the Performance Security transaction, the Operator shall have the right to request such transaction to be certified by the notary at the notary's office selected by the Operator. Unless the Loan Agreement or other documents published on the Platform stipulate otherwise, all the costs regarding notarisation of transactions (e.g., the notary's fee for notarial acts) shall be borne by the Borrower.
- 6.6. The Borrower undertakes to ensure that, until the discharge of the Borrower's obligations under the Loan Agreement in full, every Performance Security will be valid and enforceable given the conditions set forth in the relevant transactions of Performance Security.
- 6.7. If the Loan-to-Value Ratio exceeds the Loan-to-Value Ratio established in the Special Terms during the term of Loan Agreement (e.g., a fine is imposed on the Borrower and the latter's liabilities increase or the collateral value decreases), the Borrower shall – immediately, but no later than within the time limit indicated by the Operator – additionally pledge/mortgage the property acceptable to the Operator in favour of the Operator and/or conclude additional transactions of Performance Security acceptable to the Operator (e.g., suretyship, guarantee, etc.) so that the Loan-to-Value Ratio is restored. The Borrower may also repay such part of the Loan Amount so as to restore the Loan-to-Value Ratio to the adequate level indicated in the Special Terms.
- 6.8. The Operator shall be indicated as the representative of Lenders (creditors) in the pledge/mortgage transactions, whereas Lenders shall not be stated in those transactions. The Operator shall have all the rights and obligations of a representative of pledge/mortgage creditors stipulated in the Loan Agreement, the Agreement on Use of the Platform and/or applicable legal acts.

## **7. Repayment of Loan Amount. Interest**

- 7.1. The Borrower shall repay the Loan Amount and pay the Interest on the due dates indicated in the Payment Schedule. The Borrower shall repay the full Loan Amount and pay the Interest as well as all the other fees and charges related to the Loan Agreement by the Loan maturity date.
- 7.2. The Interest shall accrue on the Loan Amount from the day (inclusive) on which the Loan Amount is paid-out to the Borrower's Paysera Account (or to another account indicated by the Borrower to the Operator with the latter's prior approval).

- 7.3. All the payments under the Loan Agreement shall be actively made by the Borrower itself. All the payments under the Loan Agreement shall be made from Paysera Account opened in the name of the Borrower.
- 7.4. If the Borrower wishes to make a payment from an account other than Paysera Account opened in the name of the Borrower or a third party wishes to make a payment under the Loan Agreement on behalf of the Borrower, such actions shall be duly notified to the Operator in writing in advance. Furthermore, the payment details should clearly specify that such payment is being made for the obligations of the specific Borrower under the present Loan Agreement. Failing to comply with these requirements properly, the Borrower shall assume all the risk associated with the delayed crediting and administration of such received payments, also with their delayed allocation to the Lenders. In the latter case the Borrower shall compensate the Operator for all (direct and indirect) additional costs sustained as a result of handling such unapproved payment.
- 7.5. The Operator shall have an additional right to issue an instruction on behalf of the Borrower to "Paysera LT", UAB to transfer (debit) all the payments (amounts due) to the Lenders from the Borrower's Paysera Account to the Lenders' Paysera Accounts and/or transfer (debit) from the Borrower's Paysera Account the amounts (payments due) to the Operator. It should be noted that the Operator is not obligated to exercise this right even if the Borrower is defaulting on its/his/her obligations under this Agreement. At the request of the Operator, the Borrower undertakes to issue a separate document acceptable to "Paysera LT", UAB for performance of the actions stated in this paragraph of the General Terms.
- 7.6. In the event the Borrower fails to make payments under this Loan Agreement in due time and manner, the Borrower shall pay penalties and/or other charges stipulated in the Loan Agreement and/or the Service Rates published by the Operator.
- 7.7. The Operator shall allocate the received funds to the Lenders and deduct from the received funds the payments due to the Operator.
- 7.8. In the event of delayed payments, the funds received shall be applied as follows with respect to the Borrower's liabilities:
  - 7.8.1. payments due to the Operator based on the Service Rates approved by the Operator shall be satisfied first in line;
  - 7.8.2. penalties due to the Lenders shall be satisfied second in line;
  - 7.8.3. Interest due to the Lenders shall be satisfied third in line;
  - 7.8.4. Loan Amount shall be satisfied fourth in line.
- 7.9. Where the Loan Agreement is terminated prematurely, the Borrower undertakes to pay all the penalties and Interest payable under the Loan Agreement (the Operator shall gain the right to demand the Interest which would have been paid had the Borrower repaid the Loan Amount duly according to the Payment Schedule).
- 7.10. If the Borrower delays payments according to the Payment Schedule, the Borrower shall pay the default interest of 0.2 per cent of the amount past due for each calendar day of delay.
- 7.11. After the maturity date for the full Loan, the Interest indicated in the Special Terms of the Loan Agreement and the default interest indicated in paragraph 7.10 of these General Terms shall continue to accrue on the outstanding amount. The Borrower shall also pay to the Operator the fees and charges specified in the Service Rates.

## **8. Early repayment of Loan Amount**

- 8.1. The Borrower shall have the right to repay the Loan Amount or its part before the due date set in the Loan Agreement giving a written notice to the Operator at least 5 business days in advance. The notice of early repayment shall indicate the details of the Loan Agreement (date and number), the part of the Loan Amount to be repaid before the due date and the day on which the repayment of the Loan Amount or its part shall be made.
- 8.2. In such case, the Borrower shall also pay all the Interest applicable to the Loan Amount repaid early for the minimum period of the Loan indicated in the Special Terms of the Loan Agreement (if the Loan

Amount is repaid after such minimum period of the Loan, the Borrower should already have paid the Interest for the entire period from receipt of the Loan Amount to the day of early repayment of the Loan Amount). The Borrower shall also pay to the Operator the fees and charges specified in the Service Rates.

- 8.3. Having given the notice referred to in paragraph 8.1 of these General Terms, the Borrower shall not have the right to withdraw it without a separate written consent of the Operator, and shall be considered obligated without any reservations to repay the amount specified in the relevant notice within the indicated time limit. If the Borrower fails to fulfil such obligations, the Operator shall be entitled to charge a penalty, other payments and/or fees for defaulting on payment obligations as would apply in the event of violation of the Loan Agreement.
- 8.4. If the notice referred to in paragraph 8.1 of these General Terms is inconsistent with the requirements set forth above, the Operator shall have the right to deny crediting the Borrower's funds for the early repayment of the Loan, and to return the excess amount of the monthly payment to the Borrower.
- 8.5. If the Borrower makes an early repayment of the Loan Amount or its part in a proper manner, the Operator shall recalculate and update the Payment Schedule.

## **9. Obligations, representations and warranties of the Parties**

- 9.1. The Borrower undertakes:
  - 9.1.1. to provide Performance Security properly on the terms, in the manner and within time limits set forth in the Loan Agreement, and ensure that the Performance Security is valid;
  - 9.1.2. to use the granted Loan Amount only for the intended purpose stated in the Special Terms of this Loan Agreement;
  - 9.1.3. if requested by the Operator, to submit to the Operator the documents evidencing the use of the Loan Amount within the reasonable time limit set by the Operator and in the form and on the conditions acceptable to the Operator. If the Borrower does not submit the documents clearly supporting the use of the Loan Amount (or its part) for its intended purpose within the reasonable time limit set by the Operator, it shall be automatically considered that the Borrower has used the Loan Amount for the purpose other than its intended purpose and the Operator shall gain the right to terminate the Loan Agreement unilaterally due to the Borrower's fault.
  - 9.1.4. to repay the Loan Amount, pay the Interest for the use of the Loan until the final due date specified in the Payment Schedule, and if the Loan, its part is not repaid or the Interest is not paid according to the Payment Schedule, to pay default interest and other fees published by the Operator in its Service Rates;
  - 9.1.5. to provide the Operator (before the pay-out of the Loan Amount) with the full information about all the effective liabilities of the Borrower with respect to the third parties, about the received and granted guarantees, concluded transactions of suretyship, performance security as well as all the other information which might have essential significance to the Application, the Lender's offer to finance the Loan Amount, entering into, performing, validity and expiry of the Loan Agreement;
  - 9.1.6. if there is a risk that the Loan Amount will not be repaid in due time and manner, the Loan-to-Value Ratio decreases or the collateral becomes illiquid, the financial standing of the Borrower, surety or guarantor deteriorates, or the Borrower defaults on its/his/her other obligations under the Loan Agreement, the Operator may require in writing either provision of additional Performance Security or repayment of the Loan Amount and payment of all the amounts related thereto within the time limit set by the Operator before the final due date of repayment of the Loan Amount according to the Payment Schedule, or submission of the documents refuting and eliminating the risks identified by the Operator;
  - 9.1.7. to ensure that the Operator is able to inspect the Borrower's activities and collateral when the Operator's representative arrives to the Borrower's domicile or the location of the collateral. In the event of non-compliance with this obligation or unreasonable delay to



enable the Operator to conduct the inspection as stated above, the Operator shall gain the right to terminate the Loan Agreement due to the Borrower's fault;

9.1.8. without the Operator's written prior consent: (i) to refrain from standing surety and issuing guarantees or pledging/mortgaging any of the Borrower's property in favour of the third parties; (ii) to refrain from encumbering the property pledged/mortgaged in favour of the Operator in any manner or form; (iii) to refrain from taking or granting any type of loans or credits in any amount; (iv) to refrain from granting loans (in any form) to the third parties the amount of which exceeds 30 per cent of the Loan Amount; (v) if the Borrower is a legal entity, it must not decrease the authorised capital, and must not initiate reorganisation, restructuring, bankruptcy, transformation or liquidation procedures; (vi) to refrain from any other actions which may have a significant adverse effect on due performance of the present Loan Agreement;

9.1.9. to inform the Operator in writing in advance of the change of the Borrower's domicile, deterioration of the financial standing, income fluctuations, anticipated delays in payments, and any other changes of higher importance which may affect performance of the obligations arising out of and/or related to the Loan Agreement. The Borrower shall notify the Operator in writing thereof at least within 1 business day after emergence of such circumstances. If the Borrower fails to fulfil these obligations, the Operator shall gain the right to unilaterally terminate the Loan Agreement due to the Borrower's fault;

9.1.10. to notify the Operator in writing immediately and in any event no later than within 2 (two) business days after emergence of such circumstances if:

9.1.10.1. the Borrower is unable to make any payments under the Loan Agreement in due time and manner, and is unable to perform any other obligations set out in the Loan Agreement in due time and manner;

9.1.10.2. the collateral has been damaged or destroyed or its value has decreased otherwise;

9.1.10.3. a decision is taken on instituting the Borrower's reorganisation, transformation, liquidation, restructuring, bankruptcy proceedings or initiating an out-of-court bankruptcy procedure;

9.1.10.4. any contact information of the Borrower has changed;

9.1.10.5. the Loan Amount is intended to be used for the purpose other than specified in the Application;

9.1.10.6. the Borrower's financial standing has deteriorated or may deteriorate (e.g., new debt liabilities have been assumed);

9.1.10.7. any circumstance occurs due to which the Borrower's solvency has decreased or may decrease;

9.1.10.8. any arbitration, judicial and/or other proceedings (enforcement, etc.) have been initiated by or against the Borrower, if that could have an adverse effect on the Borrower's situation;

9.1.11. to bear the costs of concluding and registration of Performance Security transactions, their notarisation, insurance, and other costs concerning entering into the Loan Agreement and/or related to entering into the Loan Agreement;

9.1.12. to duly perform all the other obligations arising out of and/or related to the Loan Agreement.

9.2. Non-performance or defective performance of the obligations stated in paragraph 9.1 of these General Terms shall be considered a material breach of the Loan Agreement. Having found out of the circumstances referred to in paragraph 9.1 of which the Borrower has not notified (as stipulated in paragraph 9.1 of the General Terms), the Operator shall have the right to take appropriate actions, including termination of the Loan Agreement, suspension of the Borrower's activities on the Platform and/or removal of the Borrower from the Platform.

9.3. The Lenders undertake:

- 9.3.1. to grant the Loan Amount to the Borrower in the manner and on the terms set forth in the Loan Agreement;
  - 9.3.2. to refrain from disclosing the Borrower's confidential information to the third parties, except for the cases prescribed by the legal acts;
  - 9.3.3. to avoid creating obstacles for the Borrower to perform its/his/her obligations under the Loan Agreement in due time and manner.
- 9.4. Each Party to this Loan Agreement hereby represents and warrants to each other that:
- 9.4.1. the Party has the right to enter into this Loan Agreement and Performance Security transactions, and their conclusion and performance shall be consistent with the applicable legal acts, decisions of court, arbitration or other institutions, articles of associations and/or other incorporation documents of the Parties (legal entities) as well as the obligations assumed under other agreements. The Parties also confirm that they have received all the necessary approvals, consents and resolutions of the management bodies, state institutions and other persons for entering into this Loan Agreement and Performance Security transactions;
  - 9.4.2. the Party's representative entering into this Loan Agreement is acting within the authorisations granted, and such authorisations have been granted without infringing applicable legal acts, articles of associations and/or other incorporation documents, resolution of management bodies, etc. of the Party (legal entity);
  - 9.4.3. by entering into this Loan Agreement, the Parties are expressing their true will, have properly acquainted with the provisions of the Loan Agreement and understood their content. The Parties also confirm that the Loan Agreement contains no unexpected (surprise) or unfair terms.
- 9.5. The Borrower hereby additionally represents and warrants that:
- 9.5.1. all the representations and warranties made by the Borrower and Associated Persons in relation to the Loan are accurate, true, valid and evidenced by the documents provided to the Operator;
  - 9.5.2. on the day of entering into the Loan Agreement, the Borrower does not have any other (undisclosed to the Operator) financial obligations based on property pledge/mortgage, suretyship, guarantee or other agreements by which performance of liabilities of the Borrower or third parties is secured;
  - 9.5.3. the Borrower is not subject to proceedings at court or arbitration and is not aware of any intentions to open such proceedings against the Borrower, a decision in which may have an adverse effect on the Borrower's financial standing, economic activities and/or performance of the obligations assumed under the Loan Agreement.

## **10. Termination of Loan Agreement. Recovery**

- 10.1. Acting as the authorised representative of Lenders, the Operator shall have the right to unilaterally terminate the Loan Agreement effective immediately, and demand payment of the full Loan Amount, Interest and other amounts past due (fines, default interest) specified in the Loan Agreement on the grounds provided for in the Civil Code of the Republic of Lithuania, and payment of fees and charges set in the Service Rates approved by the Operator if:
- 10.1.1. **the Borrower does not pay any amount payable under the** Loan Agreement on the terms, in the manner and within the time limit set forth in the Loan Agreement, and does not rectify the violation in full within 14 (fourteen) calendar days from provision of the Operator's written notice of the defaulted obligation;
  - 10.1.2. the Borrower violates the obligations set out in paragraph 9.1 of these General Terms and does not rectify the violation within 7 (seven) calendar days from provision of the Operator's written notice of the defaulted obligation; if it is objectively no longer possible (or sensible) to rectify the violation, the Operator shall not grant the time limit of 7 (seven) calendar days, and may rely on this ground for termination of the Loan Agreement immediately;

- 10.1.3. the Borrower violates any of the obligations set out in paragraph 6.2 or 6.3 of these General Terms;
  - 10.1.4. the Borrower uses the Loan Amount (or any part thereof) for the purpose other than indicated in the Special Terms of the Loan Agreement;
  - 10.1.5. it transpires that any one of the representations and warranties of the Borrower provided in paragraph 9.5 of the General Terms is incorrect, misleading or no longer realisable;
  - 10.1.6. **the Borrower** and/or Associated Persons has/have committed a material breach of their obligations arising out of the Performance Security transactions or other transactions indicated in the Special Terms of this Loan Agreement and related to this Loan Agreement;
  - 10.1.7. **the Borrower** or any of its Associated Persons becomes insolvent or declares its insolvency in accordance with the applicable legal acts;
  - 10.1.8. competent authorities take any actions as a result of which the Borrower or any of its Associated Persons becomes unable to perform the obligations arising out of this Loan Agreement, Performance Security transactions or other transactions indicated in the Special Terms of this Loan Agreement in due time and manner;
  - 10.1.9. any judicial, administrative or arbitration procedure is instituted against the Borrower or any of its Associated Persons which, in the Operator's opinion, may have the essential adverse effect on due performance of the terms of this Loan Agreement;
  - 10.1.10. the full Loan Amount is not paid out until expiry of the time limit stated in paragraph 5.5 of the General Terms of this Loan Agreement;
  - 10.1.11. given the Operator's reasonable opinion, the Borrower will not perform the Loan Agreement or will perform it inadequately;
  - 10.1.12. the Borrower is not performing or is defectively performing another obligation arising out of this Loan Agreement where non-performance or defective performance of such obligation is considered a material breach in the context of this Loan Agreement.
- 10.2. The Borrower shall indemnify for all the direct and indirect damages sustained by the Lenders as a result of termination of the Loan Agreement.
- 10.3. If the Operator (at its own discretion and reasonable assessment) identifies at least one of the grounds for termination of the Loan Agreement discussed in paragraph 10.1 of the General Terms, the Operator shall have the right to give the Borrower written notice terminating the Loan Agreement. In such case the Operator shall be entitled to demand that the Borrower repaid the outstanding Loan Amount in full, pay all the accrued Interest and all the other amounts payable under the Loan Agreement as well as all the fees and charges payable to the Operator based on the Service Rates on the day of termination of the Loan Agreement. **In any event the Loan Agreement is considered terminated and the amounts specified herein become payable from the day of receipt of the notice sent by the Operator (or from the later date indicated in the notice where such notice specifies a later day of termination of the Loan Agreement).**
- 10.4. Having demanded to repay the Loan Amount before the maturity date of the Loan in the manner set forth in these General Terms, the Operator shall not stop applying default interest and any other applicable fees and charges until the Borrower settles with the Lenders and Operator in full.
- 10.5. The Lenders and Borrower agree and confirm that, upon termination of the Loan Agreement, the Operator may, at its own discretion:
- 10.5.1. to assume the Lender's claim rights in the manner set forth in these General Terms and the Agreement on Use of Crowdfunding Platform Heavyfinance.eu, or
  - 10.5.2. act as the Lender's representative effecting recovery in accordance with the Loan Agreement with all the rights granted to the Operator by the Law on Crowdfunding of the Republic of Lithuania and/or other legal acts and, where necessary, ensuring the debt recovery. To that end, the Operator shall be also authorised to take any actions necessary for proper representation of the Lenders' interests and manage repayment of the debt.

- 10.6. Acting as the representative of Lenders, the Operator shall have all the rights and obligations established in the Law on Crowdfunding of the Republic of Lithuania and/or other legal acts, the Civil Code of the Republic of Lithuania and other legal acts, and no separate power of attorney or another equivalent document in terms of its content shall be executed.
- 10.7. If the Operator unilaterally terminates the Loan Agreement with the Borrower in the procedure set forth in this Loan Agreement, the Operator (acting as the Lender's representative) shall have the right to send the Borrower additional reminders to pay all the amounts due (the Loan Amount, Interest, penalties and other charges, indemnify damages, etc.) after the termination notice had been sent and/or to recover such amounts at court or out of court. The Operator shall have the right to delegate to the third parties the authorisation to represent the Lenders' interests at court and other institutions.
- 10.8. The Operator shall have full discretion to freely exercise its rights under the Loan Agreement and Performance Security transactions, and use the available documents and information concerning the Borrower. The Operator shall conduct forced recovery from the collateral under the pledge/mortgage transaction, and take all the pertaining actions on the terms and in the manner stipulated in the pledge/mortgage transaction and legal acts of the Republic of Lithuania.
- 10.9. The Operator shall have the right to transfer recovery of the Borrower's liabilities to debt collection companies, and in such case the Borrower shall bear the applicable recovery fee and/or all the other costs related to such transfer as incurred by the Operator or debt collection company.
- 10.10. The Borrower and Lender confirm that the identity of either of them does not have essential significance to each other.

## **11. Secondary market. Transfer of the Right of claim**

- 11.1. The Lenders are able to transfer their Rights of claim in the Secondary market through the Platform.
- 11.2. The Lenders may choose their owned Rights of claim which they wish to transfer, specify the transfer price of the respective Right of claim and submit the transfer application of these Rights of claim in the Secondary market of the Platform. In any case, before concluding these actions, the Lenders must agree to the general terms and conditions of the agreement on transfer of the Right of claim published on the Platform.
- 11.3. The user of the Platform who acquires the offered Right of claim in the Secondary market becomes a new Lender under the respective Loan Agreement. From this moment, the Borrower must fulfil its obligations under the Loan Agreement to this new Lender.
- 11.4. By concluding the Loan Agreement, the Borrower agrees that the Lenders may transfer their Rights of claim held against it in the Secondary market. The Borrower also acknowledges that the transfer of the Rights of claim in the Secondary market does not in any way affect its obligations assumed under the Loan Agreement, as well as fulfilment of these obligations.

## **12. Final provisions**

- 12.1. All the communication, notices and other information or documents related to this Loan Agreement shall be provided by the following methods:
  - 12.1.1. via e-mail (in this case it the correspondence shall be considered received after 1 business day from sending);
  - 12.1.2. via courier or registered post (in this case it the correspondence shall be considered received after 3 business days from its sending);
  - 12.1.3. the Operator may also give all the notices and/or information and documents pertaining to this Loan Agreement on the Platform sending them to the accounts of Borrower and Lender respectively (in this case it shall be considered that the correspondence is received after 1 (one) business day from posting the relevant information on the accounts of Borrower and Lender registered on the Platform).
- 12.2. The Special Terms of the Loan Agreement, Performance Security transactions and other information and/or documents pertaining to the Special Terms and Performance Security transactions shall be considered confidential information and shall not be disclosed to the third parties, except where the

relevant information must be disclosed in accordance with the requirements of legal acts, or such information must be disclosed by any of the Parties in order to defend its rights and legitimate interests arising out of this Loan Agreement.

- 12.3. The present Loan Agreement as a crowdfunding transaction shall come into effect from the day of its conclusion and shall remain valid until the day when the Parties' obligations arising out of this Loan Agreement have been discharged in full.
- 12.4. Upon its conclusion, the present Loan Agreement may be amended by a separate agreement between the Parties. All supplements and amendments to this Loan Agreement shall become an integral part thereof.
- 12.5. The Operator shall have the right to amend these General Terms unilaterally. In such case the Operator shall make the new wording of the General Terms available on the Platform, and notify the Platform Users thereof in advance. The new wording of the General Terms shall come into effect on the day specified by the Operator and shall apply only when the Loan Agreement is concluded on the Platform after coming into effect of the new wording of the General Terms (i.e. applies to new Loan Agreements entered into after coming into effect of the new wording of the General Terms). Meanwhile, if the Parties have already concluded the Loan Agreement, it may be amended only in the manner set forth in paragraph 12.4 of these General Terms, i.e. by a separate agreement between the Parties.
- 12.6. On entering into the Loan Agreement, the following documents shall also become its integral part:
  - 12.6.1. the Agreement on Use of Crowdfunding Platform Heavyfinance.eu effective at the time of concluding the Loan Agreement;
  - 12.6.2. the Application posted on the Platform and the Lenders' actions on the Platform related to granting of financing based on the published Application;
  - 12.6.3. an account statement showing the fact of transfer and the amount of the funds lent by each Lender financing the Borrower.
- 12.7. The Borrower and Lenders agree and understand that the Operator has the right to assume the claim rights arising out of this Agreement with respect to the Borrower and/or assign them to third parties.
- 12.8. The Borrower and Lenders agree and understand that the Operator has the right to transfer the operation of the Platform to another operator who is entitled to operate a crowdfunding platform under the Law on Crowdfunding of the Republic of Lithuania. In such a case all off the rights and obligations of the Operator arising from the Loan Agreement and from any other agreements made between the Lender, the Borrower and the Operator shall be transferred to the new operator. The Operator shall inform the Borrower and Lenders in advance about such transfer of administration in writing and (or) by announcing it on the Platform. In any case, all rights and obligations of the Borrower and the Lenders, arising from this Loan Agreement and (or) other agreements concluded with the Operator, shall remain unchanged.
- 12.9. The law of the Republic of Lithuania shall apply to this Loan Agreement.
- 12.10. The disputes between the Parties arising out of the present Loan Agreement shall be solved through negotiations. If a peaceful settlement is not achieved, the dispute shall be resolved at a competent court of the Republic of Lithuania based on the domicile of the Operator.
- 12.11. If the Loan Agreement (or any other document related thereto) is published in Lithuanian and a foreign language on the Platform, the Loan Agreement and documents in Lithuanian shall prevail.