

## AGREEMENT ON THE USE OF THE CROWDFUNDING PLATFORM

### 1. GENERAL PROVISIONS

1.1. This Agreement for the use of the FinoMark crowdfunding platform was concluded between FinoMark and the User.

1.2. This Agreement shall discuss the General Terms and Conditions of use of the Platform, the rights, obligations and liability of FinoMark and Users when Users use the Platform to provide Crowdfunding Funds to Project Owners (i.e. they intend to become Investors) and/or when Users use the Platform to raise Crowdfunding Funds for their Projects (i.e. they intend to become Project Owners).

1.3. Should the provisions of the individual terms and conditions of service referred to in this Agreement conflict with the provisions of this Agreement, the provisions of such individual terms and conditions of service shall apply (they shall be deemed to be special in relation to the provisions of this Agreement).

1.4. Before using the Platform, each User must carefully read this Agreement (including all documents referenced in this Agreement) and confirm this by clicking the appropriate consent button on the Platform. If the User does not agree with this Agreement or any provision of this Agreement, such person may not use the Platform and the Operator's services.

1.5. The User hereby further confirms that this Agreement is in full compliance with its real intentions and will, the Agreement shall be concluded not under the effect of alcohol, narcotic, psychotropic or other psychoactive substances, the User was able to use the advice of independent legal or financial advisers in evaluating this Agreement.

1.6. In case of any doubts due to the provisions of this Agreement, Users may contact the Operator with the contact details provided on the Platform.

### 2. DEFINITIONS

2.1. Capitalized terms used in this Agreement shall have the following meanings unless the context requires otherwise:

2.1.1. Questionnaire shall mean a document provided by the Project Owner, which discloses information about the Project and according to which FinoMark carries out an assessment of the Project on its suitability for publication on the Platform;

2.1.2. Automatic Investment Feature shall mean the functionality of the Platform, which allows Investors to create an Automatic Investment Rule in advance and automatically conclude a Financing Transaction on the basis thereof;

2.1.3. Automatic Investment Rule shall mean the automatic investment Criteria and investment conditions selected by the Investor on the Platform according to which FinoMark shall perform the Automatic Investment Feature;

2.1.4. Automatic Redemption of an Investment means the Operator's commitment that, in the event of termination of a Financing Transaction subject to the Redemption Service, the Operator's Partner will pay the Investor a Distribution. It shall be deemed to be compensation for the amount invested in the Financing Transaction and from the time of payment of the Payment, the relationship between the Operator and the Investor with respect to the investment in the Project shall be deemed to have been duly performed and terminated and the parties shall not have, and shall have no further claim against each other in respect of the investment in the Project.

2.1.5. Financing Transaction shall mean a transaction concluded between the Investor represented by FinoMark and the Project Owner through the Platform, by which the Investor provides the Crowdfunding Funds to the Project Owner's Project;

2.1.6. Finomark or Operator shall mean the operator of the crowdfunding platform UAB FinoMark, legal entity code 305538582, registered office at Ulonų st. 5, Vilnius, Lithuania, e-mail info@finomark.lt, entered in the Public List of Operators of Crowdfunding Platforms maintained by the Bank of Lithuania;



2.1.7. Information Document shall in the cases provided for in legal acts, mean a document provided to Investors about the Project, which indicates information about the Project Owner and the proposed Financing Transaction;

2.1.8. Investment Period shall mean the period during which the aim is to collect the Investment amount to finance the Project;

2.1.9. Investment Amount shall mean the amount of Crowdfunding Funds aimed to be collected during the Investment collection period in order to finance the Project;

2.1.10. Investor shall mean a natural person not less than 18 years of age or legal entity who has duly registered on the Platform and invests in the Project published on the Platform;

2.1.11. Law shall mean the Republic of Lithuania Law on Crowdfunding;

2.1.12. Payment shall mean, in the event of automatic redemption of an Investment, an amount to be paid by the Operator to the Investor equal to the amount of the portion of the Investment Amount outstanding at the time of termination of the Financing Transaction.

2.1.13. User shall mean a user of the Platform, a natural or legal entity who may be either an Investor or a Borrower who has entered into this Agreement, registered on the Platform in accordance with the terms and conditions of the Agreement and who has been approved by the Operator accordingly;

2.1.14. User Account shall mean a User's individual account, protected by a unique password, intended for the User to perform various actions on the Platform and manage its account;

2.1.15. NEO Finance Account shall mean a unique electronic money account of the Investor opened at NEO Finance, AB, legal entity code 303225546, registered office at A. Vivulskio st. 7, Vilnius, Lithuania. NEO Finance, AB is an electronic money institution supervised by the Bank of Lithuania, responsible for the proper functioning of the electronic money account;

2.1.16. Platform shall mean a crowdfunding platform administered by FinoMark, available at [www.finomark.lt](http://www.finomark.lt), through which Financing Transactions are executed;

2.1.17. Project shall mean a Project prepared for business needs, except for consumption, and published on the Platform, for which the Project Owner seeks to attract Crowdfunding Funds;

2.1.18. Project Owner shall mean a User who initiates and publishes the Project through the Platform in order to attract Investors' funds;

2.1.19. Account shall mean a special purpose account to which the funds of the crowdfunding are transferred to the Project and from which the payments to the Investors are paid;

2.1.20. Agreement shall mean this document and the documents specified in Clause 19.7 of the Agreement;

2.1.21. Crowdfunding Funds shall mean the funds provided by the Investor to the Project Owner through the Platform;

2.1.22. Collateral shall mean a mortgage, pledge, surety or other Project collateral.

2.2. Other terms used in this Agreement that are not mentioned above shall be understood as they are defined in the Law and other legal acts applicable to crowdfunding activities.

### **3. INFORMATION ABOUT THE PLATFORM AND FINOMARK**

3.1. The Platform enables crowdfunding activities, i.e. allows Project Owners to announce Projects (for the implementation of which the aim is to attract Crowdfunding Funds), and to provide Investors with Crowdfunding funds for these Projects. Thus, the Platform shall act as an intermediary between those who need funding for Projects and those who can provide such funding.

3.2. FinoMark is included in the Public List of Operators of Crowdfunding Platforms maintained by the Bank of Lithuania. In carrying out crowdfunding activities, FinoMark shall comply with the Law, other applicable legal acts and the internal procedures approved by the Operator.

3.3. The Operator shall perform the following functions:

3.3.1. Administer the Platform and enable Investors and Project Owners to conclude Financing Transactions with the help of the Platform;

3.3.2. By representing the Investors, sign Financing Transactions with the Project Owners on their behalf;

3.3.3. Perform the assessment of the Project Owner's reputation and creditworthiness, as well as the assessment of the acceptability of crowdfunding transactions to Investors in accordance with the rules for the assessment of the reliability of the Project Owners and the acceptability of crowdfunding transactions to Investors approved by the Operator;

3.3.4. Create conditions for publishing information about the Project, its implementation and other information related to the Project on the Platform;

3.3.5. Collect and disburse the Crowdfunding Funds to the Account on behalf of the Project Owners;

3.3.6. Administer other payments and arrears;

3.3.7. Administer the Collateral, if necessary, use them to recover the arrears from their on behalf of and for the benefit of Investors and exercise other creditor's rights on behalf of and for the benefit of Investors;

3.3.8. Represents and defends the interests of Investors in court (or instructs third parties to perform these actions);

3.3.9. Performs other functions provided for in this Agreement, Financing Transactions, the Law and other applicable legal acts.

3.4. The Operator shall not provide any guarantees, including:

3.4.1. to the Investors that the Project Owners will properly perform their obligations to the Investors in accordance with the conditions of the Financing Transactions. The Operator shall seek to reasonably assess credit risk, improve the applicable creditworthiness assessment model, but in shall no way assume the losses incurred by Investors if the Funds, the provided interest and/or other amounts provided for the implementation of the Project are not repaid. Investors, by providing the Funds to the Project Owners, shall independently and voluntarily assume the related risks (including the risk of losing all funds invested in this way);

3.4.2. to the Project Owners that their desired Projects will be announced on the Platform, that after the Project is published on the Platform, the required Investment amount will be collected during the planned Investment Period and/or all conditions necessary for concluding the Financing Transaction will be fulfilled.

#### **4. BECOMING A FINOMARK CUSTOMER (USER)**

Procedure for Accepting Complaints, Rectifying Deficiencies and Refusing to Accept Complaints

4.1. In order for a person to become a User, be able to finance Projects published on the Platform and/or publish a Project on the Platform for Crowdfunding and use the services provided by FinoMark, it shall be mandatory to properly register on the Platform and agree to the terms and conditions of this Agreement and confirm his/her identity in the ways provided by the Platform.

4.2. Both natural persons and legal entities may register on the Platform and conclude this Agreement:

4.2.1. If the Agreement is concluded by a natural person, he/she must be at least 18 years old and able to conclude transactions on the Platform, assume all civil rights and obligations arising therefrom;

4.2.2. If the Agreement is concluded by a legal entity, the Agreement may be concluded on behalf of such legal entity only by the head of the legal entity or other legal representative who has the appropriate authority and/or all the necessary decisions to grant and/or attract the Crowdfunding Funds set forth in the legal acts and/or internal documents of the legal entity. The representative of the legal entity must submit documents proving the right of representation, as well as documents proving the right to grant and/or attract Crowdfunding Funds on behalf of the legal entity (for example, a decision of the shareholders or the Board).

4.3. The person shall be considered to be registered on the Platform if all the following actions have been properly performed:

4.3.1. All mandatory registration fields are duly completed with correct and complete information;

4.3.2. The person has read the provisions of FinoMark's Privacy Policy and ticked the appropriate box to confirm the fact of such access;

4.3.3. The person has read the provisions of this Agreement and ticked the appropriate box confirming the fact of such acquaintance and expressing the will to conclude this Agreement;



4.3.4. The Person performed all other actions, provided other information and/or documents requested by the Operator and complied with other prescribed requirements for the completion of the registration procedure.

4.4. This Agreement (together with the individual terms and conditions published on the Platform, to which reference is made in this document) shall enter into force upon confirmation by a person of the acquaintance with it and the obligation to comply with its provisions upon registration on the Platform (unless the Parties agree otherwise). In any case, the Operator shall have the right to require that certain Annexes, Agreements, Rules or other documents between the Parties be concluded and signed in writing and that in such case they enter into force only from the moment of their physical signing.

4.5. The User shall be entitled to use the Account and FinoMark services only if the User has been properly identified (his/her personal identity has been established). The methods of user identification shall be selected by the Operator and detailed in the Platform.

4.6. In order to properly implement the requirements of European Union and national legislation and internal procedures for proper customer identification, FinoMark may at any time (both during the initial identification and at any time thereafter) request additional information and/or documents from the current or potential User relating to the identity of the User and/or the beneficiaries of the User, the activities carried out, the origin of the funds, the control structure, the connections, the representation and other aspects necessary for proper identification, and FinoMark may request periodic updates about itself and the beneficiaries. The User undertakes to provide such requested information and/or documents to the Operator in a timely manner. All documents requested by the Operator must be submitted in Lithuanian or English, if necessary – with approval marks (e.g. apostille).

4.7. In the event of failure by the person to fulfil his/her obligation to provide the requested information and/or documents in a timely and proper manner, also in the event that the results of the verification of the identity of an existing or potential User do not satisfy FinoMark or raise suspicions, FinoMark shall have the right, inter alia, to refuse to enter into a business relationship with such person or to terminate, suspend or limit services, provide information to competent law enforcement authorities.

4.8. FinoMark shall have the right, in certain cases, in its sole discretion, without giving any reason, to refuse to allow a particular person to become a customer of the Operator (e.g. refuse to confirm registration, refuse to confirm identity), impose additional requirements or restrictions on such Platform, and terminate this Agreement.

4.9. Each User may have only one active account on the Platform. The results of any subsequent registration and accounts may be cancelled without notice.

4.10. In all cases, the User may perform the registration and conclude the Agreement, as well as use the Platform only in person and in the name and for the benefit of his/her legally represented legal entity. An account on the Platform may be used on behalf of a legal entity only by the head of the legal entity or another legal representative who has the appropriate authority to do so.

4.11. The Operator shall not be obliged to check the User's right to invest and/or make decisions to attract Crowdfunding Funds for the Project being implemented. The User shall be fully liable for the actions taken in excess of the authority, as well as for not updating the information about himself/herself and/or his/her authority.

4.12. All actions performed by the User after logging in to the Platform shall be considered performed in the name and for the benefit of the User. The User understands and confirms that all his/her actions performed after logging in to the Platform shall be considered to be valid User consents and/or confirmations signed with an electronic signature, as provided for in Article 5 (1) of Republic of Lithuania Law on Electronic Identification and Trust Services for Electronic Transactions.

4.13. The User shall be fully liable for the accuracy and relevance of the information, data, documents provided by him/her. If the User provides incorrect information and/or does not update it in time during registration on the Platform, during the identification procedure or during the use of the Platform, the User and/or persons acting on behalf of the User shall be liable for losses caused by such actions to the Operator or other persons.

4.14. After the User registers on the Platform, FinoMark shall send all notices addressed to the User by the e-mail specified by the User and/or publish them on the Platform. The User hereby confirms that he/she agrees that the e-mail notification is considered to have been properly served 24 hours after dispatch and submitted to the Platform – 1 (one) calendar day after submission. The User undertakes to regularly check his/her e-mail address provided by FinoMark, his/her Platform account on a daily basis and hereby assumes

all risks related to the fact that, due to the fault of FinoMark, the notices sent by FinoMark will not reach the e-mail inbox specified by the User in time and the User will not receive and/or read them on time or at all for any other reason.

## **5. PUBLICATION OF PROJECTS ON THE PLATFORM**

5.1. The provisions of this Section of the Agreement shall apply to Users who intend to raise or have attracted Crowdfunding Funds for their Project, which is published on the Platform (i.e. who intend to become or have become Project Owners).

5.2. In order to use the services provided by the Operator and to attract the Crowdfunding Funds for his/her Project with the help of the Platform, the User must fill in the Questionnaire and provide all the data and information requested in the Questionnaire. After performing these actions, the Operator may start the preparatory actions for the Crowdfunding Funds for the Project (e.g. to provide potential investors with information about the Project Owner, the conditions for financing the potential project).

5.3. The Questionnaire must contain the following information, including: the purpose of the funding; desired Investment amount; Financing Transaction period; Collateral and related information (e.g. collateral valuation report performed by an independent property appraiser acceptable to the Operator); judicial history; decision on financing and Collateral and other requested information and documents necessary to assess the User's reputation, Collateral, Project, as well as to perform the User's creditworthiness assessment. As the data provided in the Questionnaire will be subject to a reliability assessment, by providing the necessary data and information, the User at the same time confirms that the data and information provided is complete and correct.

5.4. The User undertakes to promptly provide (within a reasonable period set by the Operator) additional requested information and documents during the entire evaluation period of the Questionnaire, to cooperate with the Operator so that the Operator could properly assess the Project and the risks associated with it.

5.5. The Project shall not be published on the Platform and Project Financing Transactions may not be concluded through the Platform if during the assessment it is determined that the proposed Project and/or the Project Owner does not meet the requirements of reliability and creditworthiness (the rules for assessing the reliability of the Project Owners are an integral part of this Agreement, they are available on the Platform). Refusal to publish the Project on the Platform shall not entitle the User to claim damages or to reconsider the Operator's decision.

5.6. If the Questionnaire is assessed positively, the User shall be provided with a Proposal, which shall specify the main financing conditions of the Project, including: Investment amount; interest offered; fees for services provided by the Operator; Project risk rating; other essential information and conditions.

5.7. If the User agrees with the received Proposal, the User must confirm it within the set deadline (and, if required by the Operator, sign and submit it in paper form). Once the User approves the Proposal, the preparatory actions for the publication of the Project on the Platform shall be carried out. In such a case, it shall be possible to cancel the publication of the Project on the Platform or to cancel the already published Project only after paying the fee provided in the fees or the Proposal and reimbursing the costs incurred by the Operator.

5.8. In the cases specified in the legal acts, after approving the Proposal, the User shall have to fill in and submit an information document for the evaluation and approval of the Operator, as well as submit other documents requested by the Operator.

5.9. After the Operator approves the information document, and when the User submits the requested documents, the Project will be published on the Platform. The confirmation of the information document performed by the Operator shall not be considered as a confirmation of the accuracy of the information provided therein and/or a recommendation to Investors.

5.10. The Platform shall publish at least the following information about the Project: Project description; the main risks of the Project development; Investment period and financing stages (if any); the collected Investment amount; financial information on project implementation; Project implementation process and deadlines; other information related to the Project.

5.11. The publication of the Project on the Platform shall not imply the obligation of the Operator that the Project will be financed and that a Financing Transaction will be concluded with the User and the attracted Crowdfunding Funds will be paid to the User.

5.12. If the collection of the Investment Amount is planned in stages, the Operator shall not undertake or guarantee that after the completion of one stage, other stages will be announced, if the financial situation of the Project Owner, the other situation relevant to the implementation of the Project changes and the Operator can no longer offer the same financing conditions.

5.13. After publishing the Project on the Platform, the Project Owner must in all cases open a NEO Finance Account in his/her own name or link to the Platform an existing NEO Finance Account to which the Investment amount and subsequent fees will be transferred. The NEO Finance Account shall be opened or linked to the User on the Platform by clicking on the relevant link.

5.14. The Project shall be financed in the Account administered by the Operator of Investors. The Operator shall be authorised to receive the Crowdfunding Funds to the Account for and on behalf of the User. This shall be considered as an appropriate provision of the Crowdfunding Funds to the User. Subsequently, following the actions specified in this Agreement and the Financing Transaction, these funds shall be paid into the Project Owner's Account specified in the Special Terms and Conditions.

5.15. Once the full Investment Amount has been credited to the Account, the Users shall be obliged to arrive at the specified place, at the specified time and sign the Financing Transaction or confirm it in other ways permitted by the Platform. Delays in arriving to sign the Financing Transaction may result in a refusal to pay the Investment Amount to the Project Owner and the Project Owner may be required to pay Project cancellation charges. The Financing Transaction shall take effect on the date of its signing.

5.16. The fulfilment of obligations under the Financing Transactions must be secured by a surety, a mortgage provided by the Project Owner (or a third party), a pledge and/or other Collateral described in the Project.

5.17. Upon signing the Financing Transaction, the Project Owner must also enter into (or ensure the conclusion of) Collateral transactions, if they have not been entered into before. The Project Owner undertakes to cover the costs of entering into Collateral transactions.

5.18. The investment amount shall be paid from the Account to the Project Owner's Account specified in the Special Terms and Conditions only after the conclusion, notarization (if required) and registration (if required) of the Collateral transactions.

5.19. Interest, interest on arrears, instalments, other payments related to the Agreement shall be paid by the Project Owner in accordance with the General Terms and Conditions of the Loan Agreement. These payments shall be distributed and paid to the Investors by the Operator.

5.20. The Project Owner undertakes to use the funds of the Financing Transaction only for the purpose provided for in the Project. The funds raised may not be used for other purposes.

5.21. The Project Owner shall be obliged to provide the Operator with information on the progress of the Project implementation and other information requested by the Operator at least once a month (or at another frequency required by the Operator, as well as at the separate request of the Operator). The Project Owner hereby agrees that this information may be passed on to Investors.

5.22. Other conditions for concluding and implementing Financing Transactions shall be defined in the conditions for investing in the Project in a specific Financing Transaction.

## **6. BECOMING AN INVESTOR AND CONCLUSION OF A FINANCING TRANSACTION**

6.1. The provisions of this Section of the Agreement shall apply to Users who intend to provide or have provided Crowdfunding Funds to the Project Owners published on the Platform (i.e. intend to become or have already become Investors).

6.2. Users may allocate Funds for Crowdfunding Funds to individual Projects published on the Platform. Crowdfunding Funds shall be provided for the implementation of Projects by concluding Financing Transactions.

6.3. Before publishing the Projects on the Platform, FinoMark shall carry out the reliability and creditworthiness assessment of the Project Owners in accordance with the Project Owner Reliability Assessment Rules approved by FinoMark. Only eligible Projects shall be published on the Platform.

6.4. The Platform shall publish general information about:

6.4.1. Financing Transactions (e.g. minimum investment amount per Investor; amount to be collected for the Project and/or planned financing stages; interest, procedure for their payment; Collateral (if any); other information related to the Financing Transaction);

6.4.2. Project (essential features of the Project, purpose of fundraising; information about the Project Owner; financial information about the Project implementation; main risks related to the Project; Investment period; amount of Crowdfunding Funds already accumulated for the Project; Project implementation process and deadlines; other Project related information).

6.5. Publication of the Project on the Platform, assignment of risk to a specific Project and/or other information about the Project published on the Platform cannot be considered as an investment recommendation or other confirmation of the Operator that the Project Owner is financially sound and will properly fulfil its obligations to Investors. By concluding a Financing Transaction and providing Crowdfunding Funds to Project Owners, the Investors shall invest and assume the risks associated with such investment, including the risk of not receiving an investment return or losing all funds invested in the Project.

6.6. Proper performance of the Project Owners' obligations to the Investors under the concluded Financing Transactions shall be usually ensured by the Collateral provided by the Project Owner or a third party (e.g. surety, mortgage on real estate). Specific Collateral for the Financing Transaction shall be provided with the Project Description.

6.7. The Operator may, at its sole discretion, designate Projects to be subject to Automatic Redemption at the request of the Investor. In the event that the Operator terminates a Financing Transaction with Automatic Redemption of Investment due to the Project Owner's default in the performance of its obligations under the Financing Transaction, the Payment will be made to the Investor within 90 days of the termination of the Financing Transaction.

6.8. In all cases, an Investor seeking to invest in the Projects published on the Platform must open a NEO Finance Account in his/her own name or link an existing NEO Finance Account with the Platform, from which investments shall be made and to which the contributions shall be subsequently transferred. The NEO Finance Account shall be opened or linked to the User on the Platform by clicking on the relevant link.

6.9. Before concluding the respective type of Financing Transaction for the first time, the Investor must perform an appropriateness test of the respective type of transaction (hereinafter referred to as the Appropriateness Test), which shall be intended to determine the acceptability of the type of Financing Transaction for the Investor. In order to take the Appropriateness Test, the Investor shall have to fill in a questionnaire and answer certain questions about the Investor's knowledge and experience in the field of investment related to the type of Financing Transaction to be concluded.

6.10. The Appropriateness Test must be performed by the Investor independently, as the appropriateness of the Financing Transactions for the Investor shall be determined from the provided information.

6.11. If the results of the Appropriateness Test are negative, it turns out that certain types of Financing Transactions are not acceptable to a particular Investor, or the Investor refuses to perform the Appropriateness Test and/or does not provide all necessary information, the Operator shall warn the Investor about this and provide additional information on the risks related to the crowdfunding (and descriptions of those risks), including: the risk of losing all or part of the funds allocated to the Project; the risk that expected profits may not be obtained; funding liquidity risk; other risks inherent in crowdfunding. If, despite the additional information referred to in this Clause, the Investor still enters into the relevant type of Financing Transaction, the relevant Investor shall at the same time confirm that the specified risks are understandable and acceptable to him/her.

6.12. When intending to Invest in a specific Project, the Investor must indicate the amount of invested funds. In certain cases, a minimum investment threshold may be set for the Project and it shall not be possible to agree on lower amounts. In addition, the Operator, taking into account the results of the Appropriateness Test, the Investor's experience and knowledge, shall have the right to set individual investment limits for the Investor.

6.13. Before approving the amount of invested funds, the Investor will have to get acquainted with the conditions of investing in a specific Project and approve them. Carrying out the relevant actions on the Platform shall be considered as approval of the conditions of investment in the Project. The Investor shall also be obliged to get acquainted with the terms and conditions of the Financing Transaction, which shall be signed by the Operator on behalf of the Investor.

6.14. The Crowdfunding Funds invested by the Investor shall be reserved in the Investor's personal NEO Finance Account. At the end of the investment period and during the collection of the full amount of the

Investment, the reserved funds shall be transferred to the Account. In all cases, the invested funds shall be separated and kept separate from the Operator's funds. The Operator shall have the right to use the Investors' funds transferred to the Account in the only way, i.e. for the financing of the Project for which the Financing Transaction is concluded.

6.15. The Financing Transaction shall enter into force when the full Investment Amount (or the amount of one investment stage) is collected and the Operator signs the Financing Transaction with the Project Owner on behalf of all Investors. Investors shall be informed on the Platform about the entry into force of the Financing Transaction, the conclusion of Collateral, the disbursement of the Crowdfunding Funds to the Project Owner. Although no additional procedure for signing Financing Transactions is normally carried out, the Operator hereby reserves the right in certain cases to separately request the Investor to sign the conditions of investment in the Project, the Financing Transaction (its original or copies), power of attorney or other documents related to the Financing Transaction, and the Investor undertakes to sign such documents properly.

6.16. The calculation of the interest payable to the investors shall start from the day of the actual disbursement of the Funding to the Project Owner.

6.17. In the event that there are more Investors wishing to enter into Financing Transactions than the Investment Amount, priority shall be given to the Investor who first approved the conditions of investment in the Project. The Operator may also provide for a different order of prioritisation for Investors. By concluding this Agreement, the Investor hereby confirms and agrees that the Financing Transaction may not be concluded on his/her behalf or he/she may be offered to conclude the Financing Transaction for a smaller amount, in which case the Operator shall inform the Investor and return the funds or their respective part (cancel the reservation of funds).

6.18. Other conditions for concluding and implementing Financing Transactions may be defined in the conditions of investment in the Project, as well as in a specific Financing Transaction.

6.19. FinoMark shall reserve the right to grant exclusive/favourable conditions to individual groups of Investors to invest in specific Projects. FinoMark shall ensure that any more favourable investment conditions applied to one Investor group do not adversely affect the interests of other Investor groups. In all cases, the creation of different investment conditions for individual Investor groups must comply with the requirements of transparency, objectivity, legitimate expectations and other applicable requirements of FinoMark's Conflict of Interest Prevention and Management Policy, and such cases shall be announced in advance on the Platform.

## **7. AUTOMATIC INVESTMENT FEATURE**

7.1. The Automatic Investment Feature enables Investors to pre-determine the Automatic Investment Rule and, on the basis of such pre-determination, to participate in the Projects and to automatically conclude Financing Transactions. The Investor may change the Criteria for the Automatic Investment Feature.

7.2. The Financing Transaction concluded with the Automatic Investment Feature shall be equated to the Financing Transaction concluded by the Investor personally (manually) and shall create the same rights and obligations as established in this Agreement.

7.3. Investors assume the risk and shall be liable for the use of the Automatic Investment Feature, the creation of the Automatic Investment Rule, and the credit risk as well as possible non-performance of the obligations of the Projects in which they invest.

7.4. The operation of the Automatic Investment Feature shall be determined by the FinoMark Automatic Investment Agreement of the Platform, which shall be published on the FinoMark Platform.

7.5. Each Investor must agree to the terms and conditions of the Automatic Investment Agreement of the Platform before creating an Automatic Investment Rule or before editing or modifying an already active Automatic Investment Rule.

## **8. INVESTMENT AMOUNTS AND CHANGE IN THE INVESTMENT PERIOD**

8.1. For each individual Project, the individual Investment Amount and Investment Period shall be determined and published on the Platform. If the Investment Amount provided for the Project is not collected during the Investment Period (except for the cases when financing in stages and this is specified in the Project), the Operator's decision, made in consultation with the Project Owner, may:

8.1.1. Extend the Investment Period (such possibility shall be assessed in advance by the Operator and published in the Project);



8.1.2. Reduce the Investment Amount if the Project Owner proves that he/she will be able to obtain the remaining Investment Amount from other sources and the Investors, having read the updated Project Information, agree to this (in this case the Investment Period may also be extended for the same period);

8.1.3. Disburse the already collected Crowdfunding Funds to the Project Owner, and to extend the Investment Period for the remaining Investment Amount for the same period, if the Investors, having read the updated Project information, agree thereto;

8.1.4. Cancel the Project and no longer publish it on the Platform. In such a case, the paid funds shall be returned to the Investors (their reservation shall be cancelled).

8.2. In certain cases, the collection of the Investment Amount may be terminated by the Project Owner after payment of the prescribed fee.

8.3. In the event that other circumstances occur during the Investment Period that may have a reasonably negative impact on the Project Owner's assessment and/or Project implementation, the Project shall be cancelled from the Platform, investment conditions shall be cancelled and the Operator shall return the collected funds to Investors (shall cancel their reservation). Such actions performed by the Operator shall not give the right to claim damages.

## **9. AUTHORISATIONS AND CONSENTS**

9.1. By this Agreement, the Investors hereby authorise and instruct FinoMark, to the extent necessary for the conclusion and execution of Financing Transactions and/or Collateral transactions, to perform all necessary actions and take all necessary decisions on behalf of the Investors, including: enter into Financing Transactions on behalf and in the interests of Investors, Collateral transactions (in which the Operator or a third party shall be appointed as the creditor or their representative), represent Investors in courts against third parties to the extent necessary for the conclusion and/or execution, securing and/or enforcement of Financing Transactions. The Operator shall perform the actions specified in this Clause acting exclusively in the interests of the Investors. Investors undertake, at the request of the Operator, to provide additional authorisations in the form prescribed by legal acts to perform these actions, if necessary.

9.2. By this Agreement, the Investors hereby authorise and instruct FinoMark, to the extent necessary for the conclusion and execution of Financing Transactions and/or Collateral transactions, to perform all necessary actions and take all necessary decisions on behalf of the Investors, including: enter into Financing Transactions on behalf and in the interests of Investors, Collateral transactions (in which the Operator or a third party shall be appointed as the creditor or their representative), represent Investors in courts against third parties to the extent necessary for the conclusion and/or execution, securing and/or enforcement of Financing Transactions. The Operator shall perform the actions specified in this Clause acting exclusively in the interests of the Investors. Investors undertake, at the request of the Operator, to provide additional authorisations in the form prescribed by legal acts to perform these actions, if necessary.

## **10. NON-PERFORMANCE OF FINANCING TRANSACTIONS**

10.1. If the Project Owner does not settle according to the concluded Financing Transactions, also if charges due to FinoMark are not paid, FinoMark shall have the right to initiate (or instruct authorised persons to do so) recovery actions in accordance with the terms and conditions set forth in the Financing Transactions and this Agreement, its Annexes, as well as actions for the administration and implementation of Collateral. An established fee shall be paid to the Operator for administration and enforcement actions. Upon the commencement of the administration of the Financing Transactions, a third party employed by FinoMark or FinoMark itself shall have the right to take all necessary steps in the administration and implementation of the Collateral provided by the Project Owner in awarding debts.

10.2. The debts of the Project Owner shall be recovered according to the FinoMark debt collection procedure.

10.3. The funds recovered from the pledged property, other Collateral, other funds recovered from the other Project Owner's assets, after deducting the costs incurred by FinoMark and the charges specified in the FinoMark fees, the costs of other persons acting on behalf of the Investor, shall be used to meet the claims of Investors secured by the relevant Collateral.

10.4. Collateral may be realised in the manner chosen by FinoMark in accordance with the legal acts of the Republic of Lithuania:

10.4.1. through the sale of pledged property at a public auction; or

10.4.2. through the sale of pledged property at a private auction; or

10.4.3. through the sale of the pledged property to a third party chosen by the pledgor, provided that the prior consent of FinoMark has been obtained; or

10.4.4. in any other manner permitted by law.

10.5. Other conditions of non-performance of obligations shall be specified in specific Financing Transactions.

## **11.FEES**

11.1. Information on the charges applied on the Platform and the procedure for their payment shall be provided in the FinoMark fees published on the Platform. By signing this Agreement, the User shall also confirm that he/she has read them and that he/she undertakes to pay them in accordance with the established terms and procedures. The specific charges applicable to the Project Owner shall be set out in the Proposal, as well as in the Financing Transaction, if any charges are not specified in these documents, the charges specified in the Fees shall apply. Fees applicable to the Investor may be deducted from the Investor's NEO Finance account.

11.2. The Project Owner may also have to pay charges to pay for the services of third parties (e.g. approval and registration of collateral transactions, deregistration, amendment), etc. If these charges are borne by FinoMark on behalf of the Project Owner, the Project Owner undertakes to reimburse them in accordance with the invoices submitted by FinoMark.

11.3. The Investor hereby agrees that the applicable fees and payments under the Financing Transactions specified in the FinoMark Fees may be deducted from the Investor's funds held in the NEO Finance Account. Such write-offs shall be deemed to be duly authorised and by concluding this Agreement, the Investor hereby consent thereto.

11.4. For late payment of charges payable to FinoMark, the User must pay interest on arrears, which shall be specified in the fees.

11.5. The Project Owner also undertakes to reimburse all other costs incurred by FinoMark in connection with the services provided by FinoMark.

11.6. The User must independently pay all applicable fees related to the income received from the concluded Financing Transactions and other applicable charges. FinoMark shall make tax deductions only if it is required to be made in accordance with the applicable legal acts of the Republic of Lithuania.

## **12.COMMUNICATION BETWEEN THE PARTIES**

12.1. The User shall provide his/her telephone number and e-mail address to FinoMark and shall confirm them. The provided telephone number and e-mail address shall be used for FinoMark's communication with the User, i.e. providing information about the Agreements or other conditions applicable to the User, their changes, entry into force, new Projects, other important information. Information shall also be published on the Platform.

12.2. Communication with FinoMark shall be available in Lithuanian or English. FinoMark hereby reserves the right to request that certain requests, comments, remarks, documents be submitted in Lithuanian.

12.3. The User must immediately notify FinoMark of any change in his/her contact information by updating this information in the Platform Account or in other ways specified by FinoMark. FinoMark is guided by the last known user information and considers it to be correct, therefore FinoMark shall not respond if the user does not receive the information in time due to the fact that the contact information has not been updated and consequently the User will suffer losses as a result thereof.

12.4. The Investor and the Project Owner may communicate only using the methods provided on the Platform. The Project Owner and the Investor may not in any other way contact each other for the purpose of obtaining or providing any information about the Project other than as specified in the Platform, as well as seek to provide or receive funding outside the Platform. Such actions may be considered illegal and may result in certain legal consequences (e.g. removal of the Project from the Platform and obligation to pay appropriate charges).

### **13.AMMENDMENTS TO THE AGREEMENT**

13.1. FinoMark shall have the right to unilaterally amend and/or supplement the Agreement by notifying the User thereof in the manner provided for in Section 11 “Communication between the Parties”.

13.2. The User shall be notified of changes in the amount of fees and payment procedures, amendments to the Privacy Policy 30 calendar days before such changes take effect. The User shall be informed about other changes in the terms and conditions applicable to the User no later than on the day of the change of terms and conditions.

13.3. The User's use of the Platform after the amendment of the Agreement or its separate terms and conditions as well as the annexes shall be considered to mean the User's consent to the amendment of the Agreement.

13.4. The User shall have no right to unilaterally amend the terms and conditions of this Agreement and the annexes thereof.

### **14.TERMINATION OF THE AGREEMENT**

14.1. This Agreement may be terminated by agreement of the Parties.

14.2. The User shall have the right to terminate this Agreement by notifying FinoMark 30 days in advance if the User does not have any valid Financing Transactions or any approved Proposal at the time of termination of the Agreement.

14.3. FinoMark shall have the right to terminate this Agreement without prior notice if the User violates the terms and conditions of the Agreement, as well as in the cases provided for in Section 14 “Prohibited Actions” of the Agreement and in other cases provided for in the Agreement and legal acts.

14.4. Upon termination of this Agreement, the User's account on the Platform shall be cancelled, however, the data about the User and the Financing Transactions concluded by the User shall continue to be stored for the purposes, terms and procedures set forth in the Privacy Policy and legal acts.

### **15.PROHIBITED ACTIONS**

15.1. It shall be prohibited during the use of the Platform to:

15.1.1. Violate this Agreement, Financing Transactions, other agreements concluded between the Parties, legal acts, including but not limited to the requirements concerning money laundering and terrorist financing prevention;

15.1.2. Use the Platform for any illegal purpose, including but not limited to: fraud, money laundering, terrorist financing, illegal provision of financial services, etc.;

15.1.3. Provide FinoMark with incorrect or erroneous information, not provide the requested information, documents to FinoMark, not update them in a timely manner;

15.1.4. Act on the Platform on behalf of and/or for the benefit of third parties, as well as provide financial services to those persons;

15.1.5. Spread computer viruses or take other actions that may cause the Platform to malfunction, experience faults or otherwise cause damage to FinoMark;

15.1.6. Finance the Project/receive the Project financing from the Investors in other ways than through the Platform, receive/provide information about the Projects from the Project Owner in unauthorised ways;

15.1.7. Transmit or enter into the Platform data that may contain software viruses or any other code, files or programs designed to interfere with, restrict or disrupt the functions of the Platform or its hardware, software or communications equipment, including programs that automatically track, use and/or store the information contained in/provided on the Platform;

15.1.8. Use other systems to connect to or use the Platform;

15.1.9. Promote and/or advertise other identical or similar platforms or other sources of funding;

15.1.10. Disclose personal login details on the Platform to any third parties, use third party passwords and other login details;

15.1.11. Conclude Financing Transactions in violation of legal acts, authorisations, concluded contracts, agreements or court decisions applicable to the User;

15.1.12. If the User is a legal entity (representative thereof), enter into the Agreement or Financing Transactions in violation of the requirements of legal acts and the User's internal documents, granted authorisations, permits;

15.1.13. Perform any actions that may pose a risk to Finomark.

15.2. If Finomark suspects that the User has engaged in prohibited acts, Finomark may take actions to protect its own, the User's or third parties' interests, such as:

15.2.1. Close or restrict the login to the User's account;

15.2.2. Restrict the User's activities on the Platform, set investment limits;

15.2.3. Remove the Project from the Platform;

15.2.4. Prevent the conclusion of Financing Transactions or terminate them;

15.2.5. Restrict the User's funds transferred to the Account for the Financing Transaction, the Financing Transaction fees, interest and other payments for the benefit of the User returned to the Account;

15.2.6. Inform the competent state authorities about the User's actions;

15.2.7. Terminate this Agreement without prior notice;

15.2.8. Take other legal measures.

15.3. Finomark shall provide up-to-date information on User-tailored measures, but in some cases this will not be possible due to Finomark's anti-money laundering and anti-terrorist financing requirements or other legal requirements.

15.4. If Finomark applies the measures provided for in this Section, the User shall not be entitled to claim damages.

## **16. LIABILITY**

16.1. A Party in violation of the Agreement must indemnify the other Party for the direct damages incurred as a result thereof, including any fines or other forfeiture imposed.

16.2. The Operator shall be liable only for direct losses incurred by the User as a result of intentional actions of the Operator or due to gross negligence of the Operator, if such losses occurred as a result of a material violation of this Agreement by the Operator. In all cases, the Operator shall be liable only for those direct losses that the Operator could reasonably have foreseen at the time of the violation of the Agreement.

16.3. For the sake of clarity, it is hereby noted that the Operator shall not be liable in the following cases:

16.3.1. With respect to Investors – if the invested funds (in whole or in part) will be lost due to financial difficulties experienced by the Project Owner or other circumstances for which the Project Owner is solely responsible;

16.3.2. With respect to the Project Owners – if the Project is not published on the Platform, cancelled therefrom, not financed, as well as in cases of Project Owner activity disruptions and inability to carry out the Project;

16.3.3. If other Users provide incorrect data to the Operator and/or Users;

16.3.4. If the Operator's partner – payment service provider – fails to perform or improperly performs its duties;

16.3.5. For any service disruptions, including but not limited to malfunctions of the Platform or other failures that may affect the conclusion of Financing Transactions;

16.3.6. For unearned profits and income, loss of reputation, business collapse and/or indirect losses incurred by the Users.

16.4. The Operator shall only administer the Platform and act as an intermediary between the Investors and the Project Owners. Users shall enter into Financing Transactions on the Platform directly with other Users, at their own will and risk, and they shall personally be parties to such agreements.

16.5. The Operator shall not be responsible and cannot be held liable for, among other things, the failure to carry out obligations (or improper performance thereof) and/or illegal conduct of the Project Owners, Investors and/or other third parties; for the actions of the Users, which exceed the limits of the authorisations

granted to them; Project forecasts, their reality and accuracy; non-performance (or improper performance) of services provided by other persons (e.g. payment services, communication services, etc.).

16.6. For the sake of clarity, it is hereby noted that the Operator's activities shall not include (and may not be considered to include) the provision of investment recommendations, financial intermediation activities, provision of payment services, consulting on concluding and executing real estate transactions, ensuring the fulfilment of obligations and other activities not related to crowdfunding activities not specified in this Agreement.

## **17. SECURITY AND RISK**

17.1. Investment in the Project shall be subject to certain risk factors and the funds allocated for the implementation of the Project may not be repaid and/or not earned due to financial difficulties, insolvency or other circumstances of the Project Owner and in no event and under no circumstances shall FinoMark be liable for any loss incurred or loss of income incurred by the Investor.

17.2. By investing in a Project subject to automatic redemption, the Investor understands and assumes the risk of insolvency of the Project Owner, which means that in the event of the occurrence of grounds for termination of the Financing Transaction due to the Project Owner's inadequate performance of its obligations under the Financing Transaction, and the termination of the Financing Transaction by the Operator, the Operator will pay to the Investor only the Disbursement, and, as a consequence, the Investor may earn interest on the Agreement to a lesser degree than expected.

17.3. In order to conclude Financing Transactions, the Investor must assess the risk posed by the Transactions and appropriateness thereof, and, if necessary, use the advice of specialists.

17.4. The risks posed by a specific Project shall be available in the documents that are published together with the Project, and information on the risks related to crowdfunding shall be provided in the Investment Risk Statement published on the Platform.

17.5. The insurance protection established by the Republic of Lithuania Law on Insurance of Deposits and Liabilities shall not apply to crowdfunding financing. However, FinoMark shall apply the highest standards in assessing the reliability of Project Owners and publish on the Platform only Projects assessed in accordance with the Project Owner Reliability Assessment Rules.

17.6. As FinoMark provides financial services, the Financing Transactions concluded through the Platform shall have risk characteristics that the Project Owner must assess before publishing his/her Project on the Platform.

17.7. The User must take all available steps to protect his/her login details to the Platform, as well as the login details of his/her payment service providers, the devices used for login, as well as the means used for communication, such as e-mail.

## **18. INTELLECTUAL PROPERTY**

18.1. All intellectual property rights related to the Platform, content thereof, FinoMark website, trademarks used by FinoMark shall belong in full to the Operator.

18.2. The material, information, content provided on the Platform may be copied, downloaded, stored, reproduced, printed or otherwise used only for personal purposes and only insofar as it relates to the use of the services provided by the Platform and FinoMark.

18.3. Nothing in this Agreement shall grant you any right to the Platform and/or the Website except as necessary to obtain the Services.

18.4. The Platform shall be provided "as is" without any express or implied rights or rights guaranteed by law. FinoMark shall not warrant that the operation of the Platform will be uninterrupted or error free. FinoMark shall not be liable for any interruption of services, including but not limited to failures of the Platform or other disruptions that may affect the conclusion of Financing Transactions.

## **19. PROTECTION OF PERSONAL DATA**

19.1. FinoMark shall process the personal data of Users, their representatives, beneficiaries and other persons in the manner specified in the FinoMark Privacy Policy, which is published on the Platform.

19.2. If the User is a legal entity, as the data controller of its representatives and beneficiaries, it undertakes to ensure that the appropriate data subjects are properly informed about the submission of their data to

Finomark and the processing of their data, as required by the legislation governing the processing of personal data.

## **20. FINAL PROVISIONS**

20.1. Each Party hereby confirms that it has all the permits and licences required to perform the activities required by this Agreement in accordance with applicable law.

20.2. The User shall not be entitled to transfer the rights and obligations arising from this Agreement and the Financing Transactions to third parties without the prior written consent of Finomark.

20.3. The Project Owner may not disclose to third parties any information about the activities of Finomark, the operation of the Platform, all negotiations between Finomark and the Project Owner held before and after the conclusion of this Agreement.

20.4. If any provision of the Agreement is declared invalid, the remaining provisions of the Agreement shall not cease to be valid.

20.5. The law of the Republic of Lithuania shall apply to the Agreement and Financing Transactions.

20.6. All disputes between the User and Finomark shall be settled through negotiations. Disputes between the User and Finomark, as well as between the Investors and the Project Owners shall be resolved in accordance with the Finomark Complaint Handling and Dispute Resolution Procedure. If no agreement is reached, the dispute shall be resolved in a court, to the jurisdiction of which such dispute would be assigned in accordance with the legal acts of the Republic of Lithuania and the registration address of Finomark's registered office.

20.7. The following documents shall form an integral part of this Agreement:

20.7.1. Privacy Policy;

20.7.2. Rules for Assessing the Project Owner Reliability and Acceptability of Transactions to Funders;

20.7.3. General Terms and Conditions of the Loan Agreement;

20.7.4. Conflict of Interest Avoidance and Management Policy;

20.7.5. Complaint Handling Rules;

20.7.6. Procedure for Returning Funds;

20.7.7. Description of Investment Risks;

20.7.8. Procedure for the Exercise of the Rights of Personal Data Subjects;

20.7.9. Fees for the Services Provided;

20.7.10. Debt Recovery Procedure;

20.7.11. Smart investing description;

20.7.12. List of Acceptable Real Estate Appraisers;

20.7.13. Automatic investment agreement;

20.7.14. Other documents stating that they form an integral part of this Agreement.