

AUTOMATIC INVESTMENT AGREEMENT

1. GENERAL PROVISIONS

1.1. This Automatic Investment Agreement (hereinafter referred to as the Agreement) has been entered into between FinoMark and the Investor.

1.2. This Agreement sets out the procedure and conditions for using the Automatic Investment Feature of the FinoMark Platform, as well as the rights and obligations of investors using the Automatic Investment Feature.

1.3. Before using the Automatic Investment Feature, each Investor must carefully read this Agreement and confirm the performance of such action by clicking the appropriate consent button on the Platform. If the Investor does not agree with this Agreement or any provision of this Agreement, such person may not use the Automatic Investment Feature.

1.4. The Automatic Investment Feature is not to any extent and cannot be attributed to an investment recommendation. Investors select and determine the Criteria for project selection on their own.

1.5. FinoMark reserves the right at any time, in its sole discretion, to limit, suspend or discontinue the Automatic Investment Feature. FinoMark reserves the right to edit, update, modify or extend this Agreement, the functionality of the Automatic Investment Feature as well as the Criteria at any time. FinoMark shall inform Investors about any changes made in accordance with the provisions of the Agreement on the Use of the Crowdfunding Platform.

1.6. FinoMark does not undertake any obligation to maintain the uninterrupted operation of the Automatic Investment Feature on the Platform and shall not be liable for any failure of the Automatic Investment Feature.

1.7. In the event of any doubt arising from the provisions of this Agreement, Users may contact the Operator using the contact details provided on the Platform.

2. TERMS

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

2.1.1. Report shall mean a document submitted by FinoMark to the Investor when a Financing Transaction is concluded on the basis of the Automatic Investment Rule. The report shall include the following: information on the Borrower, the Operator and the Investor, the total amount of the loan granted to the Borrower, the amount of funds lent by a particular Investor, the type of loan, purpose of the loan, loan period, annual interest rate, periodicity of payment of instalments, collateral.

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. 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;

2.1.5. 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;

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

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

2.1.8. 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;

2.1.9. 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;

2.1.10. Account shall mean the Investor's individual account, protected by a unique password, intended for the Investor to perform various actions on the Platform and manage his/her account;

2.1.11. Platform shall mean a crowdfunding platform administered by FinoMark, available at www.finomark.lt, through which Financing Transactions are executed;

2.1.12. 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;

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

2.1.14. Agreement on the Use of the Crowdfunding Platform - FinoMark crowdfunding platform usage agreement;

2.1.15. 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;

2.1.16. Criteria shall mean the Criteria selected in the Investor's Automatic Investment Rule when using the Automatic Investment Feature on the Platform, in order to describe an object suitable for potential investment, which may include: (i) the maximum amount desired to be invested in one Project; (ii) Project risk rating; (iii) type of collateral; (iv) the loan period; (v) annual interest rate range; (vi) loan amount range; (vii) loan purpose; (viii) other criteria published on the Platform.

2.2. Other terms not used above in this Agreement shall be understood as defined in the Republic of Lithuania Law on Crowdfunding and other legal acts applicable to crowdfunding activities.

3. AUTOMATIC INVESTMENT FEATURE

3.1. The Investor shall have the opportunity to conclude a Financing Transaction using the Automatic Investment Feature. By using this feature, the Investor himself/herself, on his/her own initiative, shall create an Automatic Investment Rule, where he/she shall be able to select and determine the operating conditions of the Automatic Investment Feature and the Criteria according to which the Investor seeks to automatically submit proposals for Projects published on the Platform.

3.2. After activating the Automatic Investment Rule, the Investor shall grant FinoMark the right to conclude Financing Transactions through the Automatic Investment Feature in accordance with the Criteria selected by the Investor. The automatic investment shall operate according to the Criteria selected by the Investor, which may be set in the Investor's Account.

3.3. In order to conclude loan agreements using the Automatic Investment Feature, the User must have sufficient funds in his/her personal NEO Finance account to allow concluding loan agreements in accordance with the Investor's Automatic Investment Rule.

3.4. Upon receipt of the relevant Investor's instruction through the Automatic Investment Feature, FinoMark shall include the Investor in the queue of Automatic Investment Rules with the amount of funds in the Investor's personal NEO Finance account specified by the Investor in the Automatic Investment Rules.

3.5. By using the Automatic Investment Feature, after announcing the Project on the Platform, the Investor shall be placed in the queue of the Automatic Investment Rules, and when his/her turn in the queue of the Automatic Investment Rules comes up, the invested amount shall be reserved in the Investor's personal NEO Finance account. Until the end of the Investment Period of a particular Project, the Investor may at any time cancel an investment made on the basis of the Automatic Investment Rule. 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 and after this moment the Investor may no longer cancel his/her decision to invest and conclude a Financing Transaction using the Automatic Investment Feature.

3.6. The Automatic Investment Feature does not mean that FinoMark shall provide any advice or counsel to Investors concerning the conclusion of Financing Transactions. FinoMark shall not make any decisions on behalf of the Investor concerning the conclusion of Financing Transactions when using the Automatic Investment Feature. The use of the Investor's Automatic Investment Feature shall be considered to be equivalent to the Investor's Financing Transactions concluded without the use of this functionality. FinoMark

shall not be liable for any losses incurred or likely to be incurred by an Investor as a result of using the Platform or services thereof, including the use of the Automatic Investment Feature.

3.7. If the Project is provided with staged financing using the Automatic Investment Feature, each stage shall be considered to be a separate Project. This means that when using the Automatic Investment Feature, the Investor shall be included in the queue of the Automatic Investment Rules at each stage.

3.8. Given that the use of the Automatic Investment Feature is equivalent to the Investor's Financing Transactions concluded without using this functionality, the Investor must have a valid authorisation by which the Investor confirms and agrees that FinoMark shall have the right and authority to transfer the investment amount from the Investor's personal NEO Finance account to the Account on the basis of the Financing Transaction. The Investor may revoke the authorisation at any time.

3.9. With the assistance of Automatic Investment Feature, Financing Transactions shall be concluded immediately after the announcement of the Projects on the Platform, therefore Investors using the Automatic Investment Feature should be the first to invest in the Project. However, this does not mean that the Automatic Investment Feature gives priority to investing through this functionality over standard (manual) Investors. For example, if the operating speed of the Automatic Investment Feature is reduced due to technical glitches.

4. AUTOMATIC INVESTMENT RULE

4.1. In order to use the Automatic Investment Feature, the Investor, at its own discretion, shall select in the Platform the Criteria according to which he/she would like to conclude a Financing Transaction and shall approve them by creating an Automatic Investment Rule. A document confirming the Criteria and investment conditions of the Automatic Investment Rule shall be generated and placed in the Investor's Account.

4.2. The Investor may at any time enable, suspend or disable the Automatic Investment Rule or change the Criteria of the Automatic Investment Rule. If the Investor edits, changes or updates an already active Automatic Investment Rule, the Investor shall be deemed to have created a new Automatic Investment Rule.

4.3. The FinoMark Platform may provide for a minimum number of mandatory Criteria that the Investor must set in order to use the Automatic Investment Feature.

4.4. The Investor may create an unlimited number of Automatic Investment Rules. In the Automatic Investment Rules, the Investor must choose whether, with the assistance of the Automatic Investment Feature, he/she wishes to invest in one Project more than once, if the Investor has more than one Automatic Investment Rule, the Criteria of which correspond to the Project published on the Platform.

5. ORDER OF THE AUTOMATIC INVESTMENT RULES WHEN INVESTING USING THE AUTOMATIC INVESTMENT FEATURE

5.1. All Investors who choose to invest using the Automatic Investment Feature shall be included in the general queue of Automatic Investment Rules. The queue of the Automatic Investment Rules shall be formed according to the time of creation of the Automatic Investment Rules, giving priority to the ones created earlier. Upon concluding a Financing Transaction in accordance with the Automatic Investment Rule, this Automatic Investment Rule shall be placed at the end of the queue of the Automatic Investment Rules in force at that time.

5.2. When the Project is financed according to the general queue of the Automatic Investment Rules, the remaining unfunded amount of the Project Investments may not be less than the minimum investment amount set in the Platform. In cases where the remaining unfunded Investment amount of the Project would become lower than the minimum investment amount set in the Platform after the investment according to the Automatic Investment Rule, the amount invested under such an Automatic Investment Rule would be such that the remaining unfunded Project Investment amount would be equal to the minimum investment amount set in the Platform.

5.3. When the maximum amount of one investment in the Automatic Investment Rule is higher than the remaining unfunded Project Investment amount, the amount invested under this Automatic Investment Rule shall be equal to the remaining unfunded Project Investment amount.

5.4. If the Investor has more than one Automatic Investment Rule, the Criteria of which correspond to the Project published on the Platform, but which stipulate that the Investor wishes to automatically invest in one Project no more than once in accordance with all available Automatic Investment Rules, the Financing Transaction shall be concluded only in accordance with the highest ranking rule of such Investor.

6. INVESTOR CONFIRMATIONS AND COMMITMENTS



6.1. By signing this Agreement, the Investor hereby confirms that:

6.1.1. he/she has acquainted himself/herself with the provisions of the Agreement, voluntarily chooses to use the Automatic Investment Feature on the Platform in order to be able to automatically conclude Financing Transactions in accordance with the Criteria and investment conditions pre-selected by the Investor;

6.1.2. the Agreement, as a legally binding document, has been made voluntarily in the absence of influence from alcohol, narcotics, psychotropic or other psychoactive substances.

6.1.3. he/she understands and assumes the risk and shall be liable for the use of the Automatic Investment Feature, the selection of the Criteria and investment conditions, as well as the risk of insolvency of the Projects in which he/she invests and possible non-performance of obligations.

6.2. By using the Automatic Investment Feature, the Investor undertakes to comply with the terms and conditions of this Agreement, as well as the terms and conditions of the Agreement on the Use of the Crowdfunding Platform, including all annexes thereof.

7. FINAL PROVISIONS

7.1. Upon concluding this Agreement, it shall become an integral part of the Agreement on the Use of the Crowdfunding Platform.

7.2. Any dispute, disagreement or claim arising between the Investor and FinoMark shall be settled in accordance with the procedure set forth in the Agreement on the Use of the Crowdfunding Platform.

7.3. The law of the Republic of Lithuania shall apply to the Agreement.