AGREEMENT ON THE USE OF THE CROWDFUNDING PLATFORM LETSINVEST

This Agreement is concluded electronically between:

a) **Us (the Operator)** – the Crowdfunding service provider 8 Stars, UAB, legal entity code 303336450, registered office at Gedimino pr. 9, Vilnius, Lithuania,

and

b) **You** , i.e. the User intending to use the Platform and become an Investor and/or Project Owner.

By entering into this Agreement electronically, the User confirms acceptance of its terms and conditions.

By using the information and/or services available on the Platform, and by visiting it, you acknowledge and confirm that you have thoroughly familiarized yourself with this Agreement, have read it, understood the content and consequences of each of its provisions, and have signed (confirmed) it of your own free will, without being forced, persuaded, or otherwise influenced, as a legally binding document. This is an essential condition for using the services and registering on the Platform.

If you do not agree with this Agreement or any of its provisions, you must not use the Platform or its services.

The Operator informs Users that Investors are not covered by the insurance protection provided under the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania.

Please note that the publication of a Crowdfunding Offer on the Platform, the assignment of risk to a specific Project, and/or any other information about the Project published on the Platform cannot be considered an investment recommendation or confirmation by the Operator that the Project Owner is financially reliable or will properly fulfil its obligations to Investors under the Funding Transactions in the future. By entering into a Funding Transaction and providing Crowdfunding funds to Project Owners, Investors invest at their own risk, including the risk of not receiving a return on investment or losing all funds invested in the Project.

1. GENERAL PROVISIONS

1.1. This Agreement sets out the general terms and conditions of use of the Platform, including our and your rights, obligations, liabilities, and other legal relationships arising when you use the Platform with the intention of becoming or being an Investor or with the intention of becoming or being a Project Owner.

1.2. A separate set of terms and conditions governing the provision of specific services (e.g., fees, etc.) published on the Platform forms an integral part of this Agreement and is referred to herein.

1.3. Annexes to this Agreement, various rules or other documents published on the Platform, and/or additional agreements concluded between you and the Operator may establish separate terms and conditions for the provision of services and/or special rights, obligations, and responsibilities applicable to the parties. In case of a conflict between the provisions of the annexes or the terms for the provision of individual services and this Agreement, the provisions of the annexes or specific service terms shall prevail as special provisions in relation to the general provisions of this Agreement).

2. TERMS USED

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

2.1.1. **Questionnaire** – a document submitted by the Project Owner disclosing information about the Project, based on which (including accompanying documents) the Operator evaluates the Project's eligibility for publication as a Crowdfunding Offer on the Platform.

2.1.2. **Funding Period** – the period during which the Funding Amount for the Project is to be raised.

2.1.3. **Funding Transaction** – a Loan Agreement or Financial Instrument Subscription Agreement concluded between the Investor (represented by the Operator) and the Project Owner via the Platform.

2.1.4. **Funding Amount** – the amount of Crowdfunding funds to be raised during the Funding Period, or, if a range is specified, the maximum amount of Crowdfunding funds to be raised for the Project.

2.1.5. **Financial Instruments** – transferable securities and/or instruments used for Crowdfunding purposes.

2.1.6. **Financial Instrument Subscription Agreement** – a non-equity securities (bonds) subscription agreement, an equity securities (shares) subscription agreement, or an agreement for the subscription of instruments used for Crowdfunding purposes.

2.1.7. **Financial Brokerage Firm** – Axiology DLT UAB, legal entity code 306440582, registered office at Aukštaičių g. 7, LT-11341 Vilnius, Republic of Lithuania, holding a Category B Financial Brokerage Firm's license No. B6 issued by the Bank of Lithuania on July 9, 2025, or another company selected by the Operator that is authorized to provide Financial instrument accounting and/or other related services.

2.1.8. **Investor** – a natural or legal person who is at least 18 years of age, duly registered on the Platform, and who provides Crowdfunding funds to the Project Owner.

2.1.9. **ISIN** – International Securities Identification Number.

2.1.10. **User** or **You** – a natural or legal person who uses the Platform, has entered into this Agreement with the Operator, and intends to become (or has already become) an Investor and/or Project Owner.

2.1.11. **Operator** or **We** – Crowdfunding service provider **8 Stars, UAB**, legal entity code 303336450, registered office at Gedimino pr. 9, Vilnius, holding a Crowdfunding service provider licence No. 5 issued by the Bank of Lithuania on 25 July 2023.

2.1.12. **Key Information Document** – an informational document about the Project provided to Investors in the form and content prescribed by law, containing key information about the Project Owner, the Project, and the proposed Funding Transaction.

2.1.13. **Loan Agreement** – a loan agreement concluded between the Investor and the Project Owner.

2.1.14. **Trustee** – a person representing the rights of bondholders, acting in accordance with the Law on the Protection of the Interests of Bondholders of Public and Private Limited Companies of the Republic of Lithuania.

2.1.15. **Inexperienced Investor** – an Investor who is not an Experienced Investor.

2.1.16. **Experienced Investor** – a natural or legal person who is:

2.1.16.1. A licensed and/or otherwise supervised entity operating in financial markets, including credit institutions, Financial Brokerage Firm, other licensed and/or supervised financial institutions, insurance companies, collective investment entities and their management companies, pension funds and their management companies, companies trading in commodities and commodity derivatives, and other institutional investors. The term "Experienced Investor" as used in this point covers entities licensed and/or supervised in European Union Member States and third countries;

2.1.16.2. A large company meeting at least two of the following criteria: balance sheet assets of at least EUR 20 million; net sales revenue of at least EUR 40 million; equity capital of at least EUR 2 million;

2.1.16.3. A national government or regional authority, a public debt management agency, a central bank, the World Bank, the International Monetary Fund, the European Central Bank, the European Investment Bank, or other similar international or supranational institutions;

2.1.16.4. Other institutional investors whose main activity is investing in financial instruments, including entities engaged in securitisation or other Funding Transactions;

2.1.16.5. A natural or legal person approved by the Operator to be considered an Experienced Investor in accordance with the criteria and procedures set out in the Operator's approved rules for determining Client categories.

2.1.17. **Platform** – a publicly accessible online information system available at www.letsinvest.eu. which is administered and managed by the Operato**r.**

2.1.18. **Transferable Securities** – transferable securities as defined in Article 3(52) of the Law on Financial Instruments Markets of the Republic of Lithuania.

2.1.19. **Project** – one or more types of business activities for which the Project Owner seeks to obtain financing by submitting a Crowdfunding Offer.

2.1.20. **Project Owner** – a User (natural or legal person) who seeks to obtain financing through the Platform.

2.1.21. **Regulation** – Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European Crowdfunding service providers for businesses, amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937.

2.1.22. **Account** – a special-purpose account administered by the Operator, opened with Paysera UAB and linked to the Platform. The Crowdfunding funds for the Project are transferred to the Account, from it the Crowdfunding funds for the Project are disbursed, and payments to the Investors are also made from the Account.

2.1.23. **Agreement** – this Agreement on the use of the Crowdfunding Platform Letsinvest (intended for Investors and Project Owners), all its annexes, and all other terms and conditions published on the Platform if referred to in this Agreement.

2.1.24. **Crowdfunding Funds** – funds provided by the Investor to the Project Owner through the Platform in the form of a loan, other monetary form, or by purchasing Financial Instruments issued by the Project Owner.

2.1.25. **Crowdfunding Offer** – a notice provided on the Platform in any form and by any means, containing sufficient information about the terms and conditions of the offer and the proposed Project to enable the Investor to make an investment decision;

2.1.26. **Instruments used for Crowdfunding purposes** – in relation to each Member State of the European Union, shares in a private limited liability company that are not subject to restrictions that would effectively prevent their transfer, including restrictions relating to how those shares are offered or advertised to the public;

2.1.27. **Paysera UAB** – electronic money institution **Paysera UAB**, legal entity code 300060819, registered office at Pilaitės pr. 16, LT-04352 Vilnius, Republic of Lithuania, holding an electronic money institution licence No. 1 issued by the Bank of Lithuania on 27 September 2012. Paysera UAB is supervised by the Bank of Lithuania and is responsible for the proper functioning of the Account. A conditional deposit account or any other account necessary for the operation of the Platform may also be opened there;

2.1.28. **Security Instruments** – a mortgage, pledge, surety, or other security mechanism securing the financial obligations of the Project Owner to Investors.

2.2. Other terms used in this Agreement that are not specified above shall be understood as defined in applicable law and other legislation governing Crowdfunding activities.

3. INFORMATION ABOUT THE PLATFORM AND THE OPERATOR'S FUNCTIONS

3.1. The Platform provides an opportunity to carry out Crowdfunding activities, i.e., for Project Owners to publish Crowdfunding Offers and for Investors to provide Crowdfunding Funds for Projects. The Platform thus acts as an intermediary between persons (Project Owners) whose Projects require financing and persons (Investors) who can provide such financing.

3.2. The Operator performs the following functions:

3.2.1. Administers the Platform and enables Investors and Project Owners to conclude Funding Transactions via the Platform;

3.2.2. Represents Investors and signs Funding Transactions with Project Owners on their behalf;

3.2.3. Assesses the Project Owner's reputation and creditworthiness;

3.2.4. Before allowing an Inexperienced Investor to conclude a Funding Transaction for the first time via the Platform, assesses the suitability of Crowdfunding services for the prospective Inexperienced Investor;

3.2.5. Enables the publication of Crowdfunding Offers, information about the Project, its implementation progress, and other relevant information on the Platform;

3.2.6. Gives instructions to Paysera UAB to transfer funds from the Account to Project Owners and/or Investors;

3.2.7. Unless a specific Funding Transaction and the applicable legal acts provide otherwise, administers payments and debts;

3.2.8. Acts on behalf of Investors and/or Project Owners in communication with the Financial Brokerage Firm and performs necessary actions for opening and managing Investors' personal securities accounts, assigning ISIN codes for the issuance of Financial Instruments, and registering the issuance of Financial Instruments with the entity performing the activities of a central securities depository;

3.2.9. Unless a specific Funding Transaction and the applicable legal acts provide otherwise, administers Security Instruments, if necessary, performs recovery on behalf of and for the benefit of Investors, and exercises other creditor rights on behalf of and for the benefit of Investors;

3.2.10. Unless a specific Funding Transaction and the applicable legal acts provide otherwise represents and defends the interests of Investors in court (or delegates these actions to third parties);

3.2.11. Performs other functions provided for in this Agreement (including its annexes), Funding Transactions, the Regulation, and other applicable legislation.

3.3. The Operator does not provide any guarantees, including but not limited to:

3.3.1. **To Investors** that Project Owners will properly perform their obligations under the conditions of Funding Transactions. The Operator strives to reasonably assess credit risk and improves its creditworthiness assessment model, but in no way assumes responsibility for any losses incurred by Investors if Crowdfunding Funds provided for Project implementation are not repaid, interest due is not paid, other amounts are not repaid, or Financial Instruments are not redeemed and/or other amounts are not paid. By providing Crowdfunding Funds to Project Owners, Investors independently and voluntarily assume all risks associated with the

conclusion and/or execution of Funding Transactions, including the risk of losing all invested funds);

3.3.2. **To Project Owners** that their Crowdfunding Offers will be published on the Platform, that the required Funding Amount will be collected within the specified Funding Period, or /or that all conditions necessary for the conclusion of the Funding Transaction will be fulfiled.

3.4. Information and data about Crowdfunding Offers on the Platform are provided by the Project Owner. Therefore, the Operator is not responsible for the actions or inaction of the Project Owner or for the accuracy of this information.

4. USE OF THE PLATFORM

4.1. You may only have one active account on the Platform. Any subsequent registrations or additional accounts may be cancelled without prior notice.

4.2. Please note that you may register, enter into this Agreement, and use the Platform only personally on your own behalf or on behalf and for the benefit of a legal entity you are legally authorized to represent. An account registered in the name of a legal entity may only be used by the manager of the entity or another legal representative with appropriate authority.

4.3. The Operator is not obliged to verify your right to invest and/or make decisions regarding the raising of Crowdfunding Funds for the implementation of a Project. You are fully responsible for any actions that exceed your authority, as well as for failing to update information about yourself and/or your powers.

4.4. All actions you take when logged in to the Platform will be considered performed on your own behalf and for your own benefit. You understand and agree that such actions are considered legally binding consents and/or confirmations signed with an electronic signature, as provided for in Article 5(1) of the Law on Electronic Identification and Electronic Transactions of the Republic of Lithuania.

4.5. You are fully responsible for the accuracy and relevance of the information, data, and documents you provide. In the event that, when registering on the Platform, undergoing the identity verification procedure, or in the course of using the Platform, you provide incorrect information and/or fail to update it in a timely manner, liability for any losses caused to us or to third parties as a result of such actions shall rest with you and/or with the persons acting on your behalf.

4.6. Each User undertakes to:

4.6.1. Use the Platform properly, only for lawful and honest purposes;

4.6.2. Refrain from engaging in illegal activities on the Platform (including money laundering, legalization of illegally obtained funds, or violation of applicable international financial sanctions);

4.6.3. Use the Platform and the Operator’s services only by providing correct, accurate, and complete information;

4.6.4. Immediately notify the Operator of any changes to the information provided, ensuring it remains relevant and accurate;

4.6.5. Upon the Operator’s request, promptly provide accurate and complete information and/or documents necessary for the Operator to comply with applicable anti-money laundering, counter-terrorist financing requirements, and international sanctions. The form, scope, and method of submission shall be determined by the Operator;

4.6.6. Keep Platform login details confidential and not disclose them to third parties. You shall be liable for any losses, damages, or harm caused by the disclosure of login details, including legal relationships established as a result. The User confirms that all transactions concluded through the Platform reflect the User’s true will and are binding for the User (including those cases where third parties, having possibly obtained the data, entered into transactions on behalf

of the User, when the User voluntarily disclosed the login data to a third party, handled such data carelessly, etc.);

4.6.7. Immediately change the Platform login details if there is any risk that third parties may have gained access to them;

4.6.8. Pay all expenses, fees, charges, and levies arising from the use of the Platform and/or the Operator's services, as well as from the use of the Financial Brokerage Firm's services;

4.6.9. Until the end of the Financing Period, communicate with other parties to the Funding Transaction only through the Platform and/or the Operator;

4.6.10. Refrain from enhancing, or otherwise interfering with the Platform using additional systems, or using other systems when connecting to or using the Platform;

4.6.11. Not to transmit or input into the Platform any data that may contain software viruses or any other codes, files, or programs designed to interfere with, limit, or damage the functions of the Platform or its equipment, software, or communication equipment, including programs that automatically track, use, and/or store information contained and/or presented on the Platform.

4.7. The following is prohibited on the Platform:

4.7.1. To provide the Operator with incorrect, incomplete or false information;

4.7.2. Fail to provide the Operator with the requested information and documents, or failing to update them in a timely manner;

4.7.3. To conclude a Contract or Funding Transactions in violation of legal requirements and your internal documents, powers of attorney, and permits granted to you;

4.7.4. To conclude Funding Transactions in violation of contracts, agreements or court decisions concluded with you;

4.7.5. To act unlawfully on the Platform on behalf of and/or for the benefit of third parties, provide financial services to those persons;

4.7.6. To use the Platform for any illegal purposes (e.g., fraud, money laundering, terrorist financing, illegal provision of financial services, etc.);

4.7.7. To finance the Project in ways other than through the Platform, to obtain information about the Projects by unlawful means;

4.7.8. To disclose your login details to the Platform to any third parties, to use third parties' passwords and other login details;

4.7.9. To transfer or enter data into the Platform that may contain software viruses or any other code, files, or programs designed to interfere with, limit, or damage the functions of the Platform or its equipment, software, servers, or communication equipment (including programs that automatically track, use, and/or store information contained in or provided by the Platform).

4.7.10. To influence the operation of the Platform and/or the data contained therein in any way using other additional systems not authorized by the Operator;

4.7.11. To promote and/or advertise other identical or similar platforms or other sources of funding;

4.7.12. Otherwise violate this Agreement, Funding Transactions, other agreements concluded between the parties, legal requirements (including, but not limited to, money laundering and terrorist financing prevention requirements) or in any other way cause damage or pose a risk to the Operator, other Users or third parties through your actions or inaction.

4.8. If the Operator suspects that you have committed prohibited actions, the Operator may take appropriate measures to protect its interests, your interests, or the interests of third parties. The Operator has the right, among other things, to close or restrict access to your account, as well as to restrict your activities on the Platform and/or set investment limits (for Investors); to no longer publish the Crowdfunding Offer on the Platform and to suspend or cancel the collection of Crowdfunding funds for the Project

(for Project Owners); not allow you to enter into Funding Transactions or terminate Funding Transactions entered into with you; withhold any of your funds in your Account; inform the competent state authorities about your activities; terminate this Agreement without prior notice and/or take other legal measures.

4.9. Where possible, the Operator will provide you with up-to-date information about the measures applied to you. However, in certain cases, this will not be possible due to the Operator's obligations to prevent money laundering and terrorist financing, implement international sanctions, or comply with other legal requirements. You shall not be entitled to claim compensation for the measures applied to you as provided for in this section of the Agreement.

4.10. By agreeing to this Agreement, the User also agrees to the opening of the following accounts:

4.10.1. An electronic money account with Paysera UAB after the Investor has successfully completed the registration process. This electronic money account will be linked to the Investor's personal account on the Platform and will be used to transfer, credit, or debit funds related to Funding Transactions;

4.10.2. A personal securities account with a Financial Brokerage Firm , if the Investor enters into a Funding Transaction for the purchase of Financial Instruments. This account will be used to record the Investor's Financial Instruments, as required by the laws of the Republic of Lithuania.

4.11. The User undertakes to pay the Operator or a third party (Paysera UAB, Financial Brokerage Firm) the fees for opening and maintaining the accounts specified in clause 4.10, as set out in the Service Fees published on the Platform, which are available here.

5. BECOMING OUR CUSTOMER (USER)

5.1. To become a User, finance Projects published on the Platform, and/or publish a Crowdfunding Offer on the Platform and use the services provided by the Operator, you must correctly register on the Platform and confirm your identity in the manner specified on the Platform.

Registration and conclusion of this Agreement

5.2. Registration on the Platform is free of charge.

5.3. You will be considered registered if all of the following steps have been correctly completed:

5.3.1. All mandatory registration fields are filled in accurately and completely;

5.3.2. You have read the privacy policy and checked the corresponding box confirming that you have read it;

5.3.3. You have read the provisions of this Agreement and checked the corresponding box confirming the fact of such acquaintance and expressing your will to conclude this Agreement;

5.3.4. You have performed all other required actions, submitted requested information and/or documents, and fulfiled all other requirements for completing the registration process.

5.4. This Agreement may be concluded by both natural and legal persons:

5.4.1. If you are a natural person, you must be at least 18 years of age and have full legal capacity to enter into transactions on the Platform and assume all civil rights and obligations arising therefrom;

5.4.2. If you are a legal entity, only the manager of the entity or another authorized legal representative with the necessary authority and/or internal approvals to grant and/or raise Crowdfunding funds, as established by law or internal documents of the entity, may conclude this Agreement on behalf of the entity. You must provide documents proving your authority to represent the entity and your right to grant and/or raise Crowdfunding funds behalf of the legal entity (e.g., a resolution of the shareholders or board of directors).

5.5. This Agreement shall enter into force upon your confirmation during registration on the Platform, unless otherwise agreed by the parties. Accordingly, upon your confirmation of additional annexes to the Agreement concluded between the parties (e.g., separate agreements or other documents of ours), their terms shall enter into force from the moment of their confirmation and become an integral part of the Agreement. In any case the Operator reserves the right to require certain annexes, agreements, rules, or other documents to be executed by the parties in writing, in which case they shall only enter into force upon their physical signing.

5.6. Upon successful registration, a personal account will be created for you on the Platform. Until your identity is fully verified, in the personal Platform account you will be able to perform only very limited action (e.g., viewing certain information, correcting personal data, etc.).

Identity verification

5.7. You may enter into Funding Transactions, provide Crowdfunding Funds for Crowdfunding Offers published on the Platform, raise Crowdfunding Funds for your Project, and fully use all other services only after you have confirmed your identity and the identity of your beneficial owners in the manner permitted on the Platform.

5.8. If you do not properly verify your identity within six (6) months of registration on the Platform, the Operator reserves the right to delete your Platform account. In such a case, you will need to re-register to use the Platform.

5.9. In order to properly comply with the requirements of European Union and national laws, as well as internal procedures regarding proper customer identification, we may request from you at any time (both during the initial identification and at any time thereafter) additional information and/or documents related to your identity and/or the identity of your beneficial owners, your conducted activities, the origin of funds, control structure, affiliations, representation, and other aspects necessary for proper identification. Furthermore, we may request you to periodically update the information about yourself and your beneficial owners. You undertake to provide such requested information and/or documents to us in a timely manner. All documents requested by us must be submitted in Lithuanian or English, and if required, with verification marks (e.g., an apostille); the information must also be regularly updated.

5.10. Please note that if you fail to provide the requested information and/or documents in a timely and proper manner, or if the results of your identity verification are unsatisfactory or raise suspicion, the Operator may, among other measures: refuse to establish business relations with you, terminate, suspend, or restrict the provision of our services, and transfer information to the competent authorities, including law enforcement authorities.

5.11. We also reserve the right, at its sole discretion and without providing any reason, to refuse a specific person from becoming a customer (e.g., refusing to approve registration or identity verification), or to impose additional requirements or restrictions on such person’s activities on the Platform.

6. BECOMING A PROJECT OWNER AND PUBLISHING A CROWDFUNDING OFFER

6.1. The provisions of this section of the Agreement apply to Users who intend to raise or have raised Crowdfunding funds for their Project, for which a Crowdfunding offer is published on the Platform (i.e., Users who intend to become or have become Project Owners).

6.2. To use the services provided by the Operator and the Platform to raise Crowdfunding for your Project, you must first complete the Questionnaire and submit all documents, data, and information requested in the Questionnaire and by the Operator.

6.3. The Questionnaire must include, among other things: (i) the purpose of raising funding; (ii) the desired amount of funding;(iii) the term of the Funding Transaction; (iv) Security Instruments and related information and documents (e.g., a valuation report of the mortgaged property prepared by an independent appraiser acceptable to the Operator); (v) legal history; (vi) experience in real estate development and/or other business areas; (vii) decisions regarding financing and Security Instruments;

and (viii) any other information and documents requested to assess your reputation, creditworthiness, Security Instruments, and the Project.

By submitting the Questionnaire and other documents, you confirm that the data and information provided are complete and accurate.

6.4. You undertake to promptly provide (within the reasonable period set by the Operator) any additional information and documents requested during the entire evaluation of the Questionnaire, and to cooperate with the Operator to allow proper assessment of your reputation, creditworthiness, Security Instruments, the Project, and associated risks.

6.5. The Crowdfunding Offer shall not be published on the Platform, and Project Funding Transactions may not be concluded through the Platform if the Operator determines, after evaluation, that the Crowdfunding Offer cannot be published. on the Platform. Refusal to publish the Crowdfunding Offer does not entitle you to claim damages or request a review of the Operator's decision.

6.6. If your Questionnaire is evaluated positively, the Operator will provide an offer specifying the main terms and conditions of Project financing, including: (i) the amount of funding; (ii) the interest rate and/or other main terms and conditions of the Funding Transaction; (iii) the fees for the services provided by the Operator; (iv) the risk rating of the Project; (v) other essential information and conditions.

6.7. If you agree with the Operator's offer, you must confirm it within the specified time (and, if required by the Operator, submit the original signed in writing). Upon your confirmation, preparatory actions for publishing the Crowdfunding Offer on the Platform will commence. Cancellation of the Crowdfunding Offer publication is possible only upon payment of the fee specified in the price list or in the Operator's offer, and reimbursement of the expenses incurred by the Operator.

6.8. Once you approve the Operator's offer, you must complete and submit the Key Investment Information Document for the Operator's assessment and provide any other documents requested by the Operator.

6.9. The Operator will verify the completeness, accuracy, and clarity of the information provided in the Key Investment Information in accordance with the internal Procedure for Verifying the Completeness and Clarity of the Information Provided in the Key Investment Information Document.

6.10. If the Operator determines that the Key Investment Information Document contains incomplete, incorrect, or inaccurate information that could materially affect the expected return on investment, the Operator shall notify you of the deficiencies and request that the information be supplemented or corrected.

6.11. In such a case, the Crowdfunding Offer shall not be published on the Platform until the Project Owner supplements or corrects the information provided in the Key Investment Information Document. If any incompleteness, inaccuracy, or incorrectness of the information is identified after the Crowdfunding Offer has already been published, and the Project Owner does not immediately supplement or correct the Key Investment Information Document, the Operator shall suspend the Crowdfunding Offer until the Key Investment Information Document is corrected or supplemented, but for no longer than 30 calendar days. In this case, the Operator shall promptly notify all Investors who have submitted an investment offer or expressed interest in the Crowdfunding Offer via e-mail about the violations, the actions taken or to be taken by the Operator, and the possibility to withdraw their investment offers or expressed interest.

6.12. If the Key Investment Information Document has not been fully supplemented or corrected by removing all identified violations within 30 calendar days, the Crowdfunding Offer shall be removed from the Platform.

6.13. The Project Owner shall immediately, but no later than within 3 calendar days, notify the Operator of any changes to the information provided in the Key Investment Information Document, so that the most up-to-date information is always available in the Key Investment Information Document throughout the entire Crowdfunding Offer period. The Operator shall promptly inform Investors who

have submitted an investment offer or expressed interest in the Crowdfunding Offer about all material changes to the information provided in the Key Investment Information Document that have been communicated to the Operator.

6.14. If, upon reviewing the submitted Key Investment Information Document, the Operator does not identify any incomplete, false, or inaccurate information in the Key Investment Information Document that could materially affect the expected return on the investment, and the Project Owner has provided the Operator with other requested documents, and the Operator does not determine that the Crowdfunding Offer cannot be published on the Platform, the Crowdfunding Offer may be published on the Platform.

6.15. If the Funding Transaction is a Financial Instruments Subscription Agreement and non-equity securities (bonds) are offered to Investors, the Crowdfunding Offer cannot be published on the Platform until the Project Owner concludes with the Trustee an agreement for the protection of bondholders' interests. The Project Owner is obliged to provide the Operator with all powers of attorney requested by the Operator, necessary to act on behalf of the Project Owner in connection with obtaining an ISIN code for the issuance of Financial Instruments and the registration of the Financial Instruments issuance with the entity operating the central securities depository.

6.16. The Crowdfunding Offer and its terms and conditions are binding on the Project Owner and cannot be revoked from the moment the Crowdfunding Offer is published on the Platform until the earlier of the following dates:

6.16.1. The expiry date of the Crowdfunding Offer as announced by the Operator at the time of publication; or

6.16.2. The date on which the desired Funding Amount is reached, or, in the case of a Funding Amount range, the maximum desired Funding Amount is reached.

6.17. Publication of the Crowdfunding Offer on the Platform does not imply any obligation on the part of the Operator that the Project will be co-financed, that a Funding Transaction will be concluded with the Project Owner, or that the Crowdfunding funds raised will be paid out.

6.18. If the collection of the Funding Amount is planned in stages, the Operator does not undertake or guarantee that, upon completion of one stage, subsequent stages will be launched if the financial situation of the Project Owner or other circumstances relevant to the Project change, and the Operator is no longer able to offer the same financing terms.

6.19. The Project Owner undertakes to immediately, but no later than 3 calendar days in advance, notify the Operator in writing of: (i) any changes to previously submitted information and documents, including the Project Owner's contact details, and/or any Crowdfunding Offer planned to be published on the Platform; (ii) any deterioration in the Project Owner's financial position and/or circumstances that could reduce or threaten the Project Owner's creditworthiness; (iii) any circumstance that makes or may make it more difficult for the Project Owner to properly fulfil its obligations under the Funding Transactions or the agreement with the Operator; (iv) any circumstance that worsens or may affect the Project Owner's financial position in the future (e.g., newly assumed debt obligations); (v) any circumstance that threatens the implementation of the Project (e.g., failure to obtain permits required for the Project's execution); (vi) any court or arbitration and/or other proceedings (e.g., recovery or similar) if they may worsen the Project Owner's financial position or threaten the implementation of the Project.

7. BECOMING AN INVESTOR

7.1. The provisions of this section apply to Users who intend to provide or have provided Crowdfunding funds to Crowdfunding Offers published on the Platform (i.e., Users who intend to become or have become Investors).

7.2. You may allocate Crowdfunding funds to individual Crowdfunding Offers published on the Platform at your discretion. Crowdfunding funds are provided for the implementation of Projects by concluding Funding Transactions.

7.3. By registering on the Platform, the Investor provides the following information to the Operator, Paysera UAB, and the Financial Brokerage Firm, which the Operator, Paysera UAB, and the Financial Brokerage Firm may share with each other to the extent necessary to open the Investor's electronic money account on the Platform and/or the Investor's personal securities account:

7.3.1. If the Investor is a natural person: (i) forename; (ii) surname; (iii) date of birth; (iv) personal identification number; (v) e-mail address; (vi) telephone number; (vii) identification data of electronic money accounts being opened or other bank accounts used; (viii) identification data of personal securities accounts being opened; (ix) other data and information requested by the Operator;

7.3.2. If the Investor is a legal entity: (i) name of the legal entity; (ii) legal entity code; (iii) registered address of the legal entity; (iv) e-mail address; (v) telephone number; (vi) identification details of the electronic money account being opened or other bank accounts used; (vii) identification data of personal securities accounts being opened; (viii) details of the authorized representative acting on behalf of the legal entity (forename, surname, scope of authority, if applicable); (ix) other details and information requested by the Operator.

7.4. The Investor's identity shall be verified using methods determined and accepted by the Operator, such as electronic means allowing real-time video transmission, using information provided by Paysera, UAB and similar methods.

7.5. By registering on the Platform, the Investor confirms, among other things, that:

7.5.1. he agrees to this Agreement;

7.5.2. When entering into Funding Transactions, the Investor will assess the risks and acceptability of the Funding Transaction and, if necessary, seek expert advice;

7.5.3. He shall pay all applicable state taxes related to income received from the concluded Funding Transactions, as well as other applicable taxes. For the sake of clarity, the Investor understands that the Operator has no obligation and will not withhold any state taxes, unless such withholding is required under the applicable laws of the Republic of Lithuania;

7.5.4. He understands that investing in the Project involves certain risks, and that the Crowdfunding funds allocated by the Investor may not be repaid and/or may not generate a return due to financial difficulties, insolvency, or other circumstances, and under no circumstances shall the Operator be liable for any losses or lost income incurred by the Investor;

7.5.5. The Operator may issue an instruction to debit the amounts payable by the Investor to the Operator from the Investor's electronic money account on the Platform, in which the Investor holds funds;

7.5.6. The conclusion of Funding Transactions does not violate any laws, contracts, agreements, or court decisions applicable to the Investor.

7.6. When entering into a Funding Transaction of the relevant type for the first time, an INAI must complete a questionnaire. If the Inexperienced Investor is a legal entity, the questionnaire must be completed on behalf of that legal entity by a person authorized to enter into Funding Transactions (the manager of the legal entity or another legal representative with the appropriate powers).

7.7. The Operator evaluates the answers provided in the questionnaire to determine whether:

7.7.1. The Inexperienced Investor has the necessary experience and knowledge to understand the risks associated with investing in general;

7.7.2. The Inexperienced Investor has the necessary experience and knowledge to understand the risks associated with investing in loans and/or investing in the relevant type of Financial Instruments.

7.8. If the Inexperienced Investor does not provide the information requested in the questionnaire or if the Operator, based on the information received from the Inexperienced Investor, considers that the Inexperienced Investor does not have sufficient knowledge, skills, or experience, the Operator shall

inform the Inexperienced Investor that the services offered on the Platform may not be suitable for them and shall warn them of the risks involved. This warning will remain on the Platform's website until the Inexperienced Investor confirms (by checking the appropriate box on the Platform, i.e., placing a "check mark") that they have received the warning and understood its content. An Inexperienced Investor may only invest in Projects after confirming (by checking the appropriate box on the Platform, i.e., placing a "check mark") that they have received the warning and understood its content.

7.9. The Operator reviews the assessment of each Inexperienced Investor every two years after the initial assessment.

8. PROCEDURE FOR CONCLUDING AND ENTERING INTO FUNDING TRANSACTIONS

8.1. Once the Investor has decided to grant a loan to finance the Project or to purchase Financial Instruments issued by the Project Owner, the Investor and the Project Owner shall enter into a Loan Agreement or a Financial Instruments Subscription Agreement, respectively.

8.2. Before submitting an investment offer or expressing interest in a Crowdfunding Offer, the Investor must familiarize themselves with the terms and conditions of investing in a specific Project and confirm their acceptance. Performing the relevant actions on the Platform and submitting an offer to invest or expressing interest in a Crowdfunding Offer shall be deemed to constitute acceptance of the terms and conditions of investment in the Project.

8.3. Investors using the Platform shall determine the amount of the loan to be granted to finance the Project or the amount of Financial Instruments issued by the Project Owner that they intend to purchase, and express their willingness to conclude the relevant Loan Agreement or Financial Instruments Agreement and sign other related documents. In certain cases, a minimum investment threshold may be set for the Project, and it will not be possible to agree on smaller amounts. In addition, the Operator has the right to set individual investment limits, taking into account the Investor's experience and knowledge. By submitting an investment offer or expressing interest in a Crowdfunding Offer, the Investor agrees to the terms and conditions of the Loan Agreement or the terms and conditions of the acquisition of Financial Instruments issued by the Project Owner and the provisions of the Financial Instruments Subscription Agreement.

8.4. In the event that the Funding Transaction is a Loan Agreement and there are more Investors wishing to enter into the Funding Transaction than the Funding Amount, priority shall be given to the Investor who expressed interest in the Crowdfunding Offer first, except in cases where the Crowdfunding Funds transferred by that Investor are withheld in accordance with the procedure set forth in this Agreement. By entering into this Agreement, the Investor confirms that they understand and agree that the Funding Transaction may not be concluded on behalf of the Investor or that the Investor will be offered to conclude a Funding Transaction for a smaller amount.

8.5. If the Funding Transaction is a Financial Instruments Subscription Agreement and more investment offers (applications to acquire or subscribe for Financial Instruments) are received than the maximum number of Financial Instruments available in the issuance, either the proportional allocation principle (fulfilling a proportional part of all applications) or the first-come, first-served principle shall apply. Under the first-come, first-served principle, the earliest submitted investment offers are executed until the entire issuance is subscribed, and any excess investment offers are cancelled, depending on what is specified in the terms and conditions of the specific Financial Instruments issuance.

8.6. In the case of the distribution of Financial Instruments, if the Investor transfers an amount of funds under the Funding Transaction that is less than the amount required to settle the intended purchase of Financial Instruments, it shall be deemed that the Investor has purchased only such a number of Financial Instruments as is sufficient to pay for the corresponding number of Financial Instruments. If the Investor transfers an amount exceeding the amount required to settle the intended purchase, the excess funds shall be returned to the Investor.

8.7. In the case of the distribution of Financial Instruments, the Investor must conclude a Financial Instruments Accounting and Custody Agreement with the Financial Brokerage Firm . The Financial

Brokerage Firm provides custody services for the Investor's Financial Instruments. By entering into this Agreement, the Investor agrees to open a Financial Instruments account with the Financial Brokerage Firm in accordance with the terms and conditions applicable to the Financial Brokerage Firm 's clients, which govern the legal relationship between the Investor and the Financial Brokerage Firm .

8.8. In the case of the distribution of Financial Instruments, the Project Owner, on whose behalf the Operator acts, must obtain an ISIN code for the issuance of Financial Instruments and register the issuance with an entity performing the activities of a central securities depository. As long as the registration of the Financial Instruments issuance with a single entity performing the activities of a central securities depository is valid, the Project Owner undertakes not to carry out the registration of the same Financial Instruments issuance with any other entity performing the activities of a central securities depository. If the Operator submits a notice to the entity performing the activities of a central securities depository regarding the termination of the Cooperation Agreement regarding the registration of the Project Owner's Financial Instruments issuance and the provision of Financial Instruments accounting and custody services to Investors, or receives such a notice from the entity performing the activities of a central securities depository, the Operator shall inform the Project Owner of the Project Owner's obligation to (i) ensure the accounting of the outstanding Financial Instruments issuance with the entity performing the activities of a central securities depository, and (ii) enter into an agreement for the registration of the Financial Instruments with another entity performing the activities of a central securities depository no later than 3 calendar days from the termination of the Cooperation Agreement regarding the registration of the Project Owner's Financial Instruments issuance and the provision of Financial Instruments accounting and custody services to Investors. In such a case, the Project Owner must ensure that the Financial Instruments issuance is registered with another entity performing the activities of a central securities depository for the issuance of financial instruments no later than 3 calendar days from the termination of the Cooperation Agreement regarding the registration of the Project Owner's Financial Instruments issuance and the provision of Financial Instruments accounting and custody services to Investors.

8.9. Inexperienced Investors who have decided to invest in the Project have the right to withdraw their application within a four-calendar-day reflection period, which begins immediately after the receipt of the Inexperienced Investor's application or expression of interest in the Crowdfunding Offer.

8.10. Payments for Funding Transactions concluded on the Platform are made through an entity licensed in the Republic of Lithuania to provide payment services. The Platform cooperates with Paysera UAB. Each Investor must open an electronic money account with Paysera UAB or link an existing Paysera UAB account to the Platform.

8.11. Please note that by submitting an offer to invest or expressing interest in a Crowdfunding Offer, the Investor loses the right to revoke their decision to enter into a Funding Transaction, except as provided in clause 8.9 of the Agreement.

8.12. Once an Investor submits an investment offer or expresses interest in a Crowdfunding Offer, the amount of Crowdfunding funds intended to be invested in a specific Project is reserved in the Investor's electronic money account opened with Paysera UAB. If the Project does not reach the Funding amount, the reservation of funds in the Investors' electronic money accounts is cancelled.

8.13. At the end of the Funding period, the Investors' Crowdfunding funds are transferred to the Account.

8.14. Once the entire Funding amount has been accumulated in the Account, the Project Owner must appear at the specified location and time to sign the Funding Agreement or confirm it by other means permitted on the Platform. If the Project Owner is late in signing the Funding Transaction, they may be refused payment of the Funding Amount and may be required to pay Project cancellation fees.

8.15. The fulfilment of obligations under Funding Transactions is usually secured by a mortgage, pledge, and/or other Security Instruments described in the Project and provided by the Project Owner (or a third party). Specific Security Instruments for the Funding Transaction are provided in the Project description and the Funding Transaction. One Security Instrument may be used to secure several stages of investment collection.

8.16. Upon signing the Funding Transaction, the Project Owner is also obliged to enter into a Transaction on Security Instrument. The Project Owner undertakes to cover the costs of concluding the Transaction on Security Instrument.

8.17. Once the Project Owner has submitted the Security Instrument (if applicable) and after completing other necessary actions specified in this Agreement and the Funding Transaction, the Crowdfunding funds shall be transferred from the Account to the Project Owner. For example, this may occur after registering the issuance of Financial Instruments with the entity performing the activities of a central securities depository. The Operator shall instruct Paysera UAB to transfer the Crowdfunding funds from the Account to the Project Owner, and Paysera UAB shall effect such transfer to the Project Owner's account.

8.18. Funds invested by Investors are, in all cases, segregated and kept separate from the Operator's own funds. The Operator has the right to give instructions to Paysera UAB regarding the use of Investors' funds in one and only way, i.e., for financing the Project for which the Funding Transaction is being concluded.

8.19. The Operator is authorized, for the benefit and on behalf of the Project Owner, to administer the Crowdfunding funds in the Account (to give instructions to Paysera UAB regarding the transfer of the Crowdfunding funds accumulated in the Account.

8.20. Crowdfunding funds become the property of the Project Owner after the Financial Instruments have been recorded in the Investors' personal securities accounts and/or after the accumulated crowdfunding funds have been transferred to the Project Owner's account.

8.21. Other terms and conditions for concluding and executing Funding Transactions may be specified in the terms and conditions for investing in the Project, as well as in the specific Funding Transaction.

8.22. The Funding Transaction shall enter into force on the date of its signing. Unless otherwise provided in the Funding Transaction, the Funding Amount shall be deemed granted to the Project Owner, and interest shall start to accrue from the following day. The Operator shall sign the Funding Transaction with the Project Owner on behalf of all Investors.

8.23. Investors shall be informed on the Platform about the entry into force of the Funding Transaction, the execution of the Security Instruments, and the disbursement of Crowdfunding funds to the Project Owner. Although no additional procedure for signing Funding Transactions is usually required, the Operator reserves the right, in certain cases, to separately request Investors to sign the terms and conditions of investment in the Project, the Funding Transaction (original or copies), powers of attorney, or other documents related to the Funding Transaction, and Investors undertake to sign such documents properly and promptly.

8.24. Upon conclusion of the Funding Transaction, the Operator shall provide Investors with information (via email and/or the personal account on the Platform, where other relevant documents may also be accessed) about the essential terms and conditions of the concluded Funding Transaction. For example, the Investor may be provided with a copy of the special section of the concluded Funding Transaction. Upon separate request by the Investor, the Operator shall provide a copy of the entire signed Funding Transaction.

9. EXECUTION OF THE FUNDING TRANSACTION

9.1. When the Funding Transaction is a Loan Agreement, the Project Owner must pay loan repayments, interest related to the Funding Transaction, late payment interest, and other payments into the Account. The Operator shall give instructions to Paysera UAB regarding the transfer of funds from the Account to the Investors.

9.2. When the Funding Transaction is a Financial Instrument Subscription Agreement and the Funding Transaction and the applicable legal acts provide otherwise, the Project Owner shall pay the redemption amounts of the Financial Instruments and payments related to the events of the Financial Instruments (e.g., interest and other payments related to the Financial Instruments) into the Account.

The Operator shall give instructions to Paysera UAB regarding the transfer of funds from the Account to the Investors.

9.3. The Project Owner undertakes to use the funds from Funding Transactions only for the purposes specified in the Project. The funds collected may not be used to satisfy other needs of the Project Owner.

9.4. The Project Owner is obliged to provide the Operator with information on the progress of the Project and any other information requested by the Operator at least once a month (or at other intervals requested by the Operator, as well as upon separate request by the Operator). The Project Owner agrees that this information may be disclosed to Investors.

10. CHANGES TO THE FUNDING AMOUNT AND FINANCING PERIOD. PROJECT CANCELLATION

10.1. For each individual Project, a specific Funding Amount and Funding Period are determined and published on the Platform. If the Funding Amount specified for the Project is not collected during the Funding Period (except in cases where funding is provided in stages and this is specified in the Crowdfunding Offer), the following options are possible:

10.1.1. Extend the Funding Period (the Operator shall assess this possibility in advance and publish the information alongside the Project);

10.1.2. By agreement between the parties, reduce the Funding Amount if the Project Owner demonstrates that they will be able to obtain the remaining Funding Amount from other sources, and the Investors, having familiarized themselves with the updated Project information, agree to this (in this case, the Funding Period may also be extended for the same duration);

10.1.3. By agreement between the parties, pay the already collected Crowdfunding funds to the Project Owner and extend the Funding Period for the remaining Funding Amount, provided that the Investors, having familiarized themselves with the updated Project information, agree to this;

10.1.4. Cancel the Crowdfunding Offer and remove it from the Platform. In this case, the funds paid by Investors shall be refunded.

10.2. If, during the Funding Period, other circumstances arise that may reasonably negatively affect the assessment of the Project Owner and/or the implementation of the Project, the Crowdfunding Offer shall be withdrawn from the Platform, the conditions for investing in the Project shall be cancelled, and the Crowdfunding funds collected shall be returned to the Investors. Such actions taken by the Operator shall not give rise to any right to claim compensation for losses.

11. TRUSTEE

11.1. When the Project Owner (i.e., the issuer) issues Financial Instruments (bonds), in all cases (for all Projects) the Project Owner, together with the Trustee, shall sign a bondholders' interests protection agreement, under which the Trustee undertakes to protect the rights and legitimate interests of the bondholders (i.e., the Investors) as if they were the Trustee's own rights and legitimate interests, acting as the holder of the entire bond issuance in relation to the Project Owner. The Trustee may only be a person who meets the requirements set out in the Law on the Protection of the Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania.

11.2. The detailed rights and obligations of the Trustee, the Project Owner, and the Investor (bondholder) are defined in the agreement with the Trustee regarding the protection of bondholders' interests.

11.3. The Project Owner shall pay the Trustee the remuneration specified in the Bondholders' Interest Protection Agreement.

12. ACCOUNTING FOR FINANCIAL INSTRUMENTS

12.1. Accounting for Financial Instruments issued by the Project Owner and distributed through the Platform is carried out in accordance with the requirements established by the laws of the Republic of Lithuania.

12.2. Accounting for Financial Instruments issued by the Project Owner is carried out by a Financial Brokerage Firm.

13. YOUR AUTHORIZATIONS AND CONSENTS TO US

13.1. By entering into this Agreement, you authorize us to perform the following actions on your behalf and/or consent to the performance of the following actions:

13.1.1. Unless the Funding Transaction and the applicable legal acts provide otherwise, by this Agreement, the **Investors authorize and instruct us**, to the extent necessary for the conclusion and execution of Funding Transactions and/or Transactions on Security Instruments, to perform all necessary actions and make all necessary decisions on behalf of and in the interests of the Investors, including, but not limited to: to conclude Funding Transactions and Transactions on Security Instruments on behalf of and for the benefit of the Investors (where the Operator, a third party acting on its behalf, or the Trustee, depending on the type of Funding Transaction, is designated as the creditor or its representative); to act on behalf of the Investors regarding the accounting and custody of Financial Instruments; to perform actions necessary for the opening and management of the Investors' personal securities accounts; to represent the Investors in courts and at notary offices, to the extent necessary for the execution and/or enforcement of the Funding Transactions and Transactions on Security Instruments when the Funding Transaction is concluded in the form of a loan; as well as to represent the Investors against third parties to the extent necessary for the conclusion and/or execution, securing, and/or enforcement of Funding transactions; to maintain other relations with the Project Owner and state institutions. The Operator shall perform the actions specified in this clause exclusively in the interests of the Investors. The Investors undertake, at the request of the Operator, to additionally submit powers of attorney in the form established by law to perform these actions, if necessary.

13.1.2. By this Agreement, the **Project Owners authorize and instruct** us to perform all necessary actions and make all necessary decisions on their behalf regarding the receipt of the ISIN code for the issuance of Financial Instruments, as well as the registration of the Financial Instruments issuance with the entity performing central securities depository functions.

13.1.3. The Operator administers the Account in which the funds intended for Funding Transactions are accumulated. **Project Owners confirm and agree** that the Operator is authorized to administer (give instructions to Paysera UAB regarding the transfer of funds accumulated in the Account) the Crowdfunding funds in the Account on their behalf and for their benefit. **Investors and/or Project Owners confirm** and agree that the Operator is granted the right and authority to give instructions to Paysera UAB regarding the transfer of the Crowdfunding funds accumulated in the Account to the respective Project Owner to the account indicated by him.

13.1.4. The Operator administers the Project Owners' contributions to the Account intended for payment to Investors, provides instructions to Paysera UAB regarding the transfer of funds to Investors, and performs other actions provided for in the Regulations, other legislation, and agreements with Investors and/or Project Owners.

13.2. If requested by the Operator, Investors and/or Project Owners undertake to issue separate powers of attorney for the performance of one or more of the actions specified in this section, in a form and with content acceptable to the Operator.

14. FAILURE TO PERFORM OBLIGATIONS UNDER FUNDING TRANSACTIONS

14.1. In cases where the Funding Transaction is a Loan Agreement, if the Project Owner fails to perform his obligations under the concluded Funding Transactions and the Investors are not at fault, the Operator

(or a third party authorized by the Operator) shall perform the administration and enforcement of the Funding Transactions and Security Instruments for the benefit of the Investors. The Operator shall be paid a fixed fee for the administration and enforcement actions. The Operator (or a third party authorized by the Operator) shall have the right to take all necessary actions to administer and realize the Security Instruments, recover debts from the Project Owner, and enforce other obligations specified in the Funding agreements.

14.2. In cases where the Funding Transaction is a Financial Instruments Subscription Agreement and a Trustee has been appointed, the Trustee shall take all actions to protect the Investors' interests as set out in the agreement concluded with him regarding the protection of bondholders' interests and in the applicable legal acts.

14.3. Funds recovered from pledged assets, other Security Instruments, and other assets of the Project Owner shall first be used to cover the costs and fees incurred by the Operator and the costs of other persons acting on behalf of the Investors. After the aforementioned deductions, the remaining amount shall be used to satisfy the claims of Investors whose claims are secured by Transactions on Security Instruments. The recovery of the Project Owner's debts shall be carried out in accordance with the internal debt recovery procedure approved by the Operator.

14.4. When administering Funding Transactions and collecting debts, the Operator shall have the right to choose the manner in which the Security Instruments shall be implemented, for example, to decide whether to sell the mortgaged property at a public or private auction, or to sell the mortgaged property to a third party chosen by the mortgagor, as well as to take other decisions permitted by legislation.

14.5. Individual Funding Transactions may provide for other conditions of default and the consequences of such default.

15. FEES

15.1. By entering into this Agreement, you confirm that you have familiarized yourself with the fees applicable on the Platform, the procedure for their payment, and you undertake to pay the aforementioned fees under the established terms and conditions. The fees applicable on the Platform are published here..

15.2. The specific fees applicable to Project Owners in relation to their Projects will be set out in the offer and in the Funding Transaction.

15.3. Project Owners are also required to cover fees for third-party services, such as for the approval, registration, deregistration, or modification of Transactions on Security Instruments. If these fees are paid by the Operator on behalf of the Project Owner, the Project Owner undertakes to reimburse them in accordance with the invoices submitted by the Operator.

15.4. The applicable fees specified in our rates may be deducted from the amounts you transfer or that are refundable to you, as well as from your funds held in the Account or in your accounts linked to the Platform. Such deductions are considered duly authorized, and by entering into this Agreement, you agree to them.

15.5. Each User is responsible for independently paying all applicable taxes and/or fees specified in legislation related to income received from concluded Funding Transactions. For clarity, the Operator does not undertake to make any tax-related deductions or withholdings unless required to do so by applicable law.

16. COMMUNICATION

16.1. You must provide and confirm to the Operator your current telephone number and email address, which the Operator can use to communicate with you and provide you with all essential information. All essential information will also be published on the Platform. By entering into this Agreement, you confirm that you have permanent access to the internet and your email.

16.2. You must immediately inform the Operator of any changes to your contact details and update this information in your Platform account. The latest contact details provided to the Operator are considered current and correct, and therefore will be used for all communications and information.

16.3. Project Owners may only communicate with Investors in the manner specified and permitted on the Platform. Project Owners are not entitled to contact Investors in any other way to provide information about the Project other than that specified on the Platform and/or to obtain funding from them outside the Platform. Such actions may be considered illegal and may result in legal consequences (e.g. removal of the Project from the Platform and the obligation to pay the relevant fees).

16.4. Communication between you and the Operator may take place in Lithuanian or English. The Operator reserves the right to request that certain requests, comments, remarks, and documents be submitted in Lithuanian.

17. AMENDMENT AND TERMINATION OF THE AGREEMENT

17.1. The Operator has the right to unilaterally amend and/or supplement this Agreement and its annexes by notifying you in writing. You do not have the right to unilaterally amend the terms and conditions of this Agreement or its annexes.

17.2. The Operator must inform you of any changes in the amount of fees and the payment procedure no later than 30 calendar days before the changes take effect. The Operator must inform you of any other changes in the terms and conditions applicable to you no later than the day on which the new terms and conditions come into effect.

17.3. By entering into this Agreement and using the Platform, you confirm that the method and procedure for amending the terms and conditions of the Agreement, its annexes, and other documents specified in this section of the Agreement are clear to you and that you agree to them.

17.4. You have the right to terminate this Agreement by giving us 30 calendar days' notice if:

17.4.1. As an Investor, you do not have any valid Funding Transactions at the time of termination of the Agreement and do not intend to enter into a new Funding Transaction;

17.4.2. As a Project Owner, you do not have any valid Funding Transactions at the time of termination of the Agreement, do not intend to enter into a new Funding Transaction, and do not have any approved Offers.

17.5. We have the right to terminate this Agreement without notice if you materially breach the terms of this Agreement (e.g., engage in actions on the Platform prohibited under this Agreement)..

17.6. We have the right to terminate this Agreement by giving you 30 calendar days' notice if:

17.6.1. The User fails to fulfil the obligations set forth in this Agreement and/or other agreements concluded between the Operator and the User;

17.6.2. There is reasonable suspicion that the User's activities or use of the Platform violate legal requirements;

17.6.3. The Operator receives an order from the competent authorities to suspend any relations or cooperation with the User, as well as in other cases provided for in the Agreement and applicable legislation.

17.7. The Operator has the right to restrict the User's right to use the Platform and the Operator's services, including the complete removal of the User from the Platform, and to take other actions that the Operator deems necessary, including suspending or not performing its rights and obligations, if such action or inaction is necessary to ensure the functional operation of the Platform, the rights and obligations of other Users, and compliance with legislation.

17.8. In all cases where the Operator reasonably believes that the User is providing inaccurate or false information about themselves, is engaging in criminal activities, including but not limited to money laundering and/or terrorist financing, and/or illegally uses personal data that does not belong to them,

and in other cases, the Operator reserves the right to report such a situation to the responsible law enforcement authorities.

17.9. Upon termination of this Agreement, your account on the Platform will be deleted. Your personal data will continue to be stored in accordance with the purposes, terms, and procedures set forth in the privacy policy and applicable legislation.

18. LIABILITY

18.1. Users who violate the Agreement must pay all fines or other penalties imposed and compensate the affected parties for any losses incurred, to the extent not covered by fines or other penalties.

18.2. The Operator shall only be liable for direct losses incurred by you as a result of the Operator's intentional actions or gross negligence, provided that such losses arose as a result of a material breach of this Agreement by the Operator. In all cases, the Operator shall only be liable for those direct losses that could reasonably have been foreseen at the time of the breach of the Agreement.

18.3. The Operator is only the administrator of the Platform and therefore is not responsible and cannot be held liable for:

18.3.1. Investors' failure to fulfil their obligations to Project Owners, including late payments;

18.3.2. Project Owners' failure to fulfil their obligations to Investors, including late payments;

18.3.3. The accuracy, completeness, and authenticity of the data submitted by Users;

18.3.4. Actions and/or inaction of Paysera UAB, including disruptions in the use of electronic money accounts and the Account, including insolvency, bankruptcy, or other actions of Paysera UAB;

18.3.5. Actions and/or inaction of third parties, which result in disruption of the use of the Platform and/or the Operator's services and cause Users to suffer losses;

18.3.6. The legal validity, scope, content, suitability, and execution of documents used or submitted on the Platform, including those used to conclude Funding Transactions on the Platform;

18.3.7. Changes, expansion, or termination of the activities of the Platform and/or the Operator and the Trustee;

18.3.8. The accuracy and reliability of the Project Owner and/or Project forecasts presented on the Platform, including financial indicators;

18.3.9. Unlawful conduct and/or breaches of the Agreement by other Users and their failure to fulfil obligations under the Agreements;

18.3.10. Losses incurred by Users if they arose due to force majeure circumstances, including disruptions in communication transmission, electronic data exchange, and payment systems;

18.3.11. Any obligations that may arise for Users under applicable legislation, including tax law, when concluding and/or executing Funding Transactions, except where tax law imposes specific mandatory tax declaration, deduction, and/or payment obligations on the Operator;

18.3.12. Actions and/or inactions of the Trustee;

18.3.13. Actions and/or inaction of the Financial Brokerage Firm ;

18.3.14. Losses incurred by Users if they arose due to changes in legal requirements, including recommendations, guidelines, or positions of supervisory authorities; and termination of the Platform's activities for any reason.

18.4. For clarity, we note that the Operator is not liable in the following cases:

18.4.1. With regard to Investors, if your invested funds (in whole or in part) are lost due to financial difficulties experienced by the Project Owner or other circumstances for which the Project Owner is solely responsible;

18.4.2. With regard to Project Owners, if your Crowdfunding Offer is not published on the Platform, is withdrawn from it, is not funded, or if there are disruptions to your activities and inability to implement the Project;

18.5. The Operator only administers the Platform and acts as an intermediary between Investors and Project Owners. Users enter into Funding Transactions on the Platform directly with other Users, at their own discretion and risk, and they themselves are parties to the contracts.

18.6. The Operator is not responsible and cannot be held liable for, among other things, the failure to perform (or improper performance of) obligations and/or unlawful conduct of Project Owners, other Investors, and/or other third parties; your actions by which you exceed the limits of the powers granted to you; Project forecasts, their realism and accuracy; and failure to perform (or improper performance of) services provided by other persons (e.g. payment services or communication services).

18.7. For the sake of clarity, we note that the Operator's activities do not include (and cannot be considered to include) the provision of investment recommendations, payment services, consulting on the conclusion and execution of real estate transactions, real estate project development, securing the performance of obligations, and other activities not related to crowdfunding and not specified in this Agreement.

19. OPERATOR'S INSOLVENCY

19.1. In the event of bankruptcy or restructuring, all information shall be transferred to the appointed administrator or other authorized person in order to ensure the proper execution of Funding Transactions, the continuity of existing recoveries, and other activities necessary for the normal maintenance of legal relations.

19.2. The bankruptcy or liquidation of the Operator shall not affect the Funding Transactions concluded between Users, and they shall remain in force.

20. RISKS

20.1. The Operator shall in no event or circumstance be liable for any losses or lost income incurred by you.

Risks associated with the provision of Crowdfunding funds to Projects (Investors)

20.2. Investing in a Project involves increased risk, and Investors' funds invested in the implementation of the Project may be lost and/or fail to earn the return desired by Investors due to financial difficulties, insolvency, or other circumstances experienced by the Project Owner.

20.3. When concluding Funding Transactions, Investors must assess the risks posed by the transactions and their suitability and acceptability to themselves and, if necessary, seek expert advice. Investors can familiarize themselves with the risks posed by a specific Project in the documents published together with the Project. Information about the risks associated with crowdfunding is published on the Platform .

Risks associated with attracting crowdfunding funds from Investors (Project Owners)

20.4. The main risks of Project development are determined by the Operator based on its assessment, and a certain risk rating is assigned to the Project accordingly. Project Owners agree that the Operator has the right to publish such information, and Users do not have the right to demand that it be changed or refuted.

21. INTELLECTUAL PROPERTY

21.1. All intellectual property rights related to the Platform, its content, our website, and the trademarks we use belong entirely to the Operator.

21.2. The content provided on the Platform may be copied, downloaded, stored, reproduced, or otherwise used without separate written consent from the Operator only to the extent necessary and solely in connection with the use of the services provided by the Operator.

22. PERSONAL DATA PROTECTION

22.1. We process your personal data, as well as the personal data of your representatives, beneficial owners, and other persons, in the manner specified in the Operator's privacy policy..

If you are a legal entity, as the data controller of your representatives and beneficial owners, you undertake to ensure that the data subjects have been duly informed about the submission of their data to the Operator and the processing of their data as required by applicable data protection legislation.

23. CONFIDENTIALITY OBLIGATIONS

23.1. The Investor undertakes to keep all information learned about the Project Owner and the Project confidential and not to disclose such information to any third parties or use such information for their own or others' benefit.

23.2. The Investor undertakes not to disclose or use the Operator's operating principles or the Platform's operating principles for their own benefit or that of other persons.

24. FINAL PROVISIONS

24.1. Without the prior written consent of the Operator, you shall not be entitled to transfer your rights and/or obligations arising from this Agreement and/or the concluded Funding Transactions to third parties. The Operator has the right to transfer its rights and/or obligations arising from this Agreement and/or the concluded Funding Transactions to third parties without your prior written consent.

24.2. If any provision of the Agreement is found to be invalid, the remaining provisions of the Agreement shall remain in force, provided that the invalid provisions were not essential to this Agreement.

24.3. Each party confirms that it has all the powers, permits, and licenses required by applicable law to perform the actions necessary for the performance of this Agreement.

24.4. Your complaints will be examined in accordance with the complaint handling rules approved by the Operator and published on the Platform.

24.5. Disputes between Investors and the Operator shall be examined out of court by the Financial Market Supervision Service of the Bank of Lithuania (address: Žalgirio g. 90, Vilnius, website: www.lb.lt/lt/).

24.6. This Agreement and the Funding Transactions are governed by the laws of the Republic of Lithuania. All disputes between you and the Operator shall be resolved through negotiations, and if no agreement is reached, the dispute shall be resolved in a competent court according to the location of the Operator's registered office.

24.7. You and we confirm that we have all the powers, permissions, and licenses required by applicable law to perform the actions necessary for the conclusion and/or performance of this Agreement.