

CONFIRMED

By order of the Company's CEO

2024-10-21

## Agreement Regarding the Use of the BeMyBond Platform

This agreement (hereinafter – the **Agreement**) regarding the use of the crowdfunding platform BeMyBond (hereinafter – the **Platform**) is entered into by:

**UAB Perfect Sunday**, legal entity code 306085042, with its registered office at A. Goštauto str. 40B, LT-03163 Vilnius, Lithuania (hereinafter – the **Operator**), and

**The User**, who, by electronically entering into this Agreement, confirms that they agree to its terms and conditions and are using the Platform (hereinafter – the **User**).

### 1. GENERAL PROVISIONS

- 1.1. This Agreement establishes the terms and conditions for the use of the Platform and regulates the legal relationship between Users (i.e., Investors) and the Operator.
- 1.2. By using the information and/or services available on the Platform and by visiting it, the User acknowledges and confirms that they have thoroughly familiarized themselves with this Agreement, have read it, understood the content of each of its provisions and consequences, and of their own free will, without being coerced, persuaded, or otherwise influenced, have signed (confirmed) it as a legally binding document. The User could have sought the advice of independent legal or financial advisors in evaluating this Agreement.
- 1.3. If the User does not agree with this Agreement, the User cannot use the Platform and the services of the Operator.
- 1.4. The Operator assists Users in financing projects of Project owners on a crowdfunding basis by electronically concluding transactions. The Platform acts as an intermediary between legal entities wishing to borrow and natural or legal persons wishing to lend. The return from loans and/or bonds (hereinafter – Financial instruments) announced by the Operator on the Platform is based on historical data; it may change independently of the Operator's will and does not guarantee future income.
- 1.5. The Operator does not provide the Investor with a guarantee that loans will be repaid and/or Financial instruments redeemed in accordance with their redemption terms. The Operator seeks to prudently assess credit risk and improves the applied assessment of project credit risk; however, it does not provide any guarantees regarding the quality of credit risk assessment and its compliance with the Investor's expectations and does not assume any losses incurred by the Investor if the loan amount and other amounts are not repaid and/or Financial instruments are not redeemed. The Investor assumes credit risk themselves, of their own free will, by investing in Projects. Information and data about Projects on the Platform are provided by the Project owner themselves; therefore, the Operator is not responsible for the actions or inactions of the Project owner, including the accuracy and truthfulness of this information, and does not hold the User

liable for losses that arose or may arise due to the User's actions, decisions, or transactions made using the information provided on the Platform.

1.6. The Operator informs that the Investor is not covered by the insurance protection established by the Republic of Lithuania Law on Insurance of Deposits and Liabilities to Investors.

## 2. DEFINITIONS

2.1. In this Agreement, capitalized terms have the meanings specified below, except where the context gives them a different meaning:

2.1.1. **Electronic Money Institution** – UAB ConnectPay providing electronic money services, where an electronic money account is opened, which is used to transfer, credit, or debit Financial Instrument amounts. UAB ConnectPay is an electronic money institution supervised by the Bank of Lithuania, responsible for the proper functioning of the account. It may also open a conditional deposit account or another account required for the Platform's operation.

2.1.2. **Investor** – a natural person not younger than 18 years of age or a legal person who has properly registered on the Platform, providing crowdfunding funds to the Project owner.

2.1.3. **Financing Agreement** – a contract concluded between an Investor and a Project owner, whereby the Investor provides or undertakes to provide crowdfunding funds to the Project owner in the form of a loan or other monetary form or by purchasing Financial instruments issued by the Project owner, and the Project owner issues Financial instruments and/or undertakes to repay the funds received from the Investor.

2.1.4. **Financial Instruments** – debt securities (bonds) defined by the Law of the Republic of Lithuania on Joint Stock Companies.

2.1.5. **Financial Instrument Subscription Agreement** – a subscription agreement for bonds issued by the Project owner.

2.1.6. **Financial Brokerage Firm** – UAB "Kapitalo srautai", company code 156713099, registered office address – Vykinto str. 14, LT-08117, Vilnius, Republic of Lithuania, data registered and kept in the Register of Legal Entities of the State Enterprise Centre of Registers, holding a Category B financial brokerage firm license No. B092, issued on 2003-03-28, the supervisory authority of the financial brokerage firm – the Bank of Lithuania, the financial brokerage firm's email address [info@kapitalosrautai.lt](mailto:info@kapitalosrautai.lt), financial brokerage firm's phone +370 5 272 37 98, financial brokerage firm's website [www.kapitalosrautai.lt](http://www.kapitalosrautai.lt), or another company chosen by the Operator to provide accounting for Financial instruments and/or other related services.

2.1.7. **Minimum Investment Amount, Minimum Amount** – the minimum crowdfunding amount aimed to be raised for the Project during the Offering Period.

2.1.8. **User** – a natural or legal person who can be an Investor, who has registered on the Platform and has been verified by the Operator. Users, who are natural persons, can only use the services provided by the Platform directly (not through authorized or other representatives).

2.1.9. **Operator** – UAB Perfect Sunday, legal entity code 306085042, with its registered office at A. Goštauto srt. 40B, LT-03163 Vilnius, Lithuania, operating under the Crowdfunding Service Provider License No. 13 issued by the Bank of Lithuania on April 16, 2024.

- 2.1.10. **Loan Agreement** – a loan agreement concluded between the Investor and the Project owner.
- 2.1.11. **Trustee** – a person representing the rights of bondholders, acting in accordance with the Law of the Republic of Lithuania on the Protection of Bondholders' Interests of Joint Stock Companies and Private Limited Companies.
- 2.1.12. **Placement Period** – means the period during which the Minimum Investment Amount for the Project is aimed to be raised.
- 2.1.13. **Platform** – a crowdfunding platform administered by the Operator, accessible at the address [www.bemybond.com](http://www.bemybond.com), through which Financing Agreements are executed.
- 2.1.14. **Questionnaire (test)** – a questionnaire completed by a non-sophisticated Investor for the first time before entering into a specific Financing Agreement, aimed at determining the non-sophisticated Investor's experience, investment goals, financial situation, general understanding of the risks of investment types offered on the Platform, as well as other questionnaires.
- 2.1.15. **Project** – a project prepared and published on the Platform for business or other purposes, excluding consumption, for which crowdfunding funds are sought to be raised.
- 2.1.16. **Project Account** – an account opened with the Electronic Money Institution, linked to the Platform, where crowdfunding funds are collected. The Project account is intended to pay out the crowdfunding funds collected to the Project owner in accordance with the procedure for the payment of such funds set out in the Project account agreement and/or other documents.
- 2.1.17. **Project Owner** – a legal entity that initiates and publishes a Project on the Platform for Investors.
- 2.1.18. **Claim Rights** – Investor's rights to claim against the Loan / Financing recipient under the Loan / Financial Instrument agreement with all related or arising rights.
- 2.1.19. **Service Fees** – fees applicable to the User, as defined on the Platform. Service Fees are published on the Platform [www.bemybond.com](http://www.bemybond.com) (the amounts of some published fees may be specified in separate agreements between the User and the Operator). Service Fees are considered part of this Agreement.

### 3. GENERAL REQUIREMENTS FOR PLATFORM USERS

- 3.1. Only registered Users who have confirmed their consent to this Agreement can use the services provided by the Operator and available on the Platform. This is an essential condition for using the services and registering on the Platform. When the User electronically or by any other means confirms their consent to the Agreement, it is considered properly entered into and valid.
- 3.2. Each User undertakes to:
  - 3.2.1. Not to engage in illegal activities on the Platform (money laundering, legalization of illegally acquired funds, violation of applicable international financial sanctions, etc.);
  - 3.2.2. Use the Platform and the services provided by the Operator by providing only accurate, precise, and comprehensive information;
  - 3.2.3. Immediately notify the Operator of any changes to the information provided to ensure its currency and accuracy;
  - 3.2.4. If the User wishes to change their name and/or surname and/or phone number, they must contact at [info@bemybond.com](mailto:info@bemybond.com), providing evidence of the name and/or surname

change, as well as the phone number change (e.g., a copy of an identity document, a copy of a contract for phone communication services, etc.). Upon evaluating the validity of the request, the Operator may agree to change the name and/or surname and/or phone number, reject the request, or request clarification of the provided evidence or additional evidence. The Operator informs the User of its decision via email. When the Operator changes the User's name and/or surname on the Platform, the User must undergo the identity verification procedure again.

- 3.2.5. Immediately provide accurate and comprehensive information and/or documents requested by the Operator, which are necessary for the proper implementation of applicable anti-money laundering and counter-terrorist financing requirements. The form, scope, and methods of submitting the information and/or documents are determined by the Operator;
- 3.2.6. Keep the login data to access the Platform confidential and not disclose them to third parties in any way. The User is responsible for any losses, damages, or harm that may arise from the User's login data becoming known to a third party and, as a result, legal relations being established. The User confirms that all transactions made through the Platform will express the true will of the User and will be binding on the User in any case (including cases where third parties may have received the data and made transactions on behalf of the User, after the User voluntarily disclosed the login data to a third party, acted negligently with this data, etc.);
- 3.2.7. Immediately change the login data to access the Platform if there is a risk that these data may have become known to third parties;
- 3.2.8. Pay all expenses, fees, taxes, and charges incurred for using the Platform and/or Operator's services, as indicated in the Platform or in the agreement with the Operator;
- 3.2.9. Communicate with other parties to the Financing Agreement only through the Platform and/or through the Operator until the end of the Placement period;
- 3.2.10. Not to tamper with or otherwise affect the Platform with additional systems or use other systems to access or use the Platform;
- 3.2.11. Not to transmit or introduce into the Platform 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 hardware, software, or communication equipment, including programs that would automatically track, use, or store the information provided and/or presented on the Platform.

- 3.3. During initial registration, the User creates their unique username and password for their User account. The Operator, at its discretion, sets requirements for the User's password for the Platform account (i.e., a combination of letters and/or numbers). The Operator also has the right, for security or other reasons, to demand a change of the User's password for the Platform account at any time.
- 3.4. The User's username and password as a Platform user are confidential, and the User must ensure the security of this information and not disclose it to third parties. It is assumed that a person who uses the User's login data for accessing the Platform acts as the User himself or herself or has all the necessary User authorizations issued in accordance with legal requirements, which entitle such person to use the Platform and Operator services and participate in Financing transactions on behalf and in the interests of the User. In any case, the User is responsible for the actions of such a person using the Platform. Any breaches of the security of this data, loss, theft, or unauthorized

use cases must be reported immediately to the Operator by email or phone using the contact details provided in this Agreement.

- 3.5. Users, who are natural persons, can only use the services provided by the Platform directly themselves (not through authorized persons or other persons representing them). Each time the User wants to perform actions on the Platform, they must log in by entering their unique username and password. Users may be provided with the opportunity to log in to the Platform and use it in other alternative ways specified on the Platform.
- 3.6. In order to provide an additional level of security for User accounts on the Platform, the Operator may perform two-factor authentication for the User when logging into their account, making an investment, withdrawing funds from the electronic money account, and performing other actions on the Platform.
- 3.7. In implementing the requirements for the prevention of money laundering and terrorist financing on the Platform, the Operator has the right to request that the User (both during the initial identity verification process and during subsequent business relationships with the Operator) provide additional information and/or documents about themselves, their beneficiaries, the source of funds, the activities carried out, and so on. The Operator determines the scope and methods of providing this information. The User undertakes to provide such information to the Operator properly and in a timely manner upon the Operator's request.
- 3.8. By agreeing to this Agreement, the User also agrees that the following accounts shall be opened in their name:
  - 3.8.1. An electronic money account with an Electronic Money Institution in accordance with the Agreement on the Provision of Embedded Payment Services on the BeMyBond Platform; the account is opened after the User successfully completes the registration process. This electronic money account will be linked to the User's personal account on the Platform and will be used for transferring funds related to Financial instruments, crediting or debiting payments.
  - 3.8.2. A personal securities account with a Financial Brokerage Firm; the account is opened after the User enters into a Financing Agreement for the acquisition of Financial instruments by signing a bond subscription agreement. This personal securities account is opened in the User's name based on the authorization provided by the User to the Operator while making an investment. This account will be used to keep a record of the User's securities, as required by the laws of the Republic of Lithuania.
- 3.9. The User undertakes to pay the fees for opening and maintaining the accounts listed in point 3.8, as set out in the Service Fees published on the Platform at [www.bemybond.com](http://www.bemybond.com).

## 4. REQUIREMENTS FOR THE PROJECT OWNER

- 4.1. Only a legal entity that meets the criteria of impeccable reputation and creditworthiness established by the laws of the Republic of Lithuania and in the Project owner Assessment Rules approved by the Operator can be a Project owner.

- 4.2. The evaluation of the Project owner is carried out each time before a new Project is announced on the Platform. The evaluation is carried out following the Project owner Assessment Rules approved by the Operator. The evaluation of the Project owner may be entrusted to third parties.
- 4.3. A Project owner who wants their evaluation to be carried out must fill out a form separately provided by the Operator, as specified in the Project owner Assessment Rules. In each case, the Operator evaluates the reliability (reputation and creditworthiness) of the Project owner seeking financing, for this purpose such Project owner undertakes to provide the Operator with at least:
  - 4.3.1. Financial statements duly approved for the last two financial years, but not older than 6 months;
  - 4.3.2. Consent expressed in the prescribed manner to the terms of the General Loan Agreement or the Financial Instrument Signing Agreement;
  - 4.3.3. Consent expressed in the prescribed manner regarding the processing of the personal data of the Project owner's directors, other members of the bodies, and participants;
  - 4.3.4. Information about the intended mortgage of real estate and/or other assets, if applicable;
  - 4.3.5. The Project owner's "My Creditinfo" report from the website <https://www.manocreditinfo.lt/>. This information may also be collected independently by the Operator;
  - 4.3.6. Information about the assets owned;
  - 4.3.7. Information about the Project owner's shareholders and their shareholdings, ultimate beneficiaries;
  - 4.3.8. Information about real estate mortgage and/or other asset encumbrance;
  - 4.3.9. Any other information or documents requested by the Operator.

## 5. REQUIREMENTS FOR INVESTORS AND THEIR REGISTRATION ON THE PLATFORM

- 5.1. An Investor can be either a natural or a legal person.
- 5.2. Before registering a new Investor on the Platform, the Operator assesses the suitability of such a person to become a registered User of the Platform.
- 5.3. When registering on the Platform, the Investor provides the Operator and the Electronic Money Institution with the following information, which they may share with each other to the extent necessary to open the Investor's electronic money account on the Platform:
  - 5.3.1. If the Investor is a natural person: (i) name; (ii) surname; (iii) date of birth; (iv) personal identification number; (v) email address; (vi) phone number; (vii) identification data of the electronic money account to be opened or of other bank account used; (viii) other data and information requested by the Operator.
  - 5.3.2. If the Investor is a legal person: (i) name of the legal entity; (ii) code of the legal entity; (iii) registered office address of the legal entity; (iv) email address; (v) phone number; (vi) identification data of the electronic money account to be opened or of other bank account used; (vii) data about the authorized person acting on behalf of the legal entity (name, surname, scope of authority, if applicable); (viii) other data and information requested by the Operator.

- 5.4. The identity of the Investor may be verified in the following ways:
  - 5.4.1. By verifying the Investor's identity with a qualified electronic signature that meets the requirements set out in the Law on Electronic Signature of the Republic of Lithuania.
  - 5.4.2. By verifying the Investor's identity using electronic means allowing direct video transmission, or by using the remote identity verification service provided by the Ondato platform, when:
    - 5.4.2.1. During the live video transmission, the original identity document or the corresponding residence permit in the Republic of Lithuania is recorded, and the Investor's identity is confirmed using at least an advanced electronic signature that meets the requirements set out in Article 26 of Regulation (EU) No. 910/2014.
    - 5.4.2.2. During the live video transmission, both the Investor's face and the displayed original identity document or the corresponding residence permit in the Republic of Lithuania are captured.
  - 5.4.3. By verifying the Investor's identity when they physically come to the Operator's office.
- 5.5. By registering on the Platform, the Investor agrees that their identity will be established electronically using the services of the service provider UAB Ondato.
- 5.6. In the case where the Investor is a natural person and submits an application to register as a Platform user, they give consent to the collection and processing of their personal data.
- 5.7. The Investor confirms that:
  - 5.7.1. They agree to this Agreement;
  - 5.7.2. When entering into Financing transactions, the Investor will assess the risk and the acceptability of the transaction to the Investor, and if necessary, will seek advice from specialists;
  - 5.7.3. They will pay all applicable taxes related to income received from concluded Financing transactions and other applicable taxes. For clarity, the Investor understands that the Operator is not obligated to make any deductions or withholdings unless required by applicable laws of the Republic of Lithuania;
  - 5.7.4. They understand that investing in a Project is associated with certain risk factors and that the funds allocated by the Investor for the implementation of the Project may not be returned and/or may not generate a return due to the financial difficulties, insolvency, or other circumstances of the Project owner, and in no event or circumstances will the Operator be liable for the losses or lost profits incurred by the Investor;
  - 5.7.5. The Operator may issue an instruction to deduct from the Investor's electronic money account on the Platform, where the Investor keeps the funds;
  - 5.7.6. The conclusion of Financing transactions does not violate any laws applicable to the Investor, concluded agreements, arrangements, or court decisions.
  - 5.7.7. The Investor, who is a legal person, confirms that by entering into a Financing transaction, they do not violate the requirements of laws and internal documents of the company and has all the necessary decisions and permits to conclude such Financing transaction, and the representative of the legal entity acts within their powers.

## 6. PROCEDURE FOR CONCLUDING FINANCING TRANSACTIONS

- 6.1. Only registered Users can conclude financing transactions. An Investor, who has successfully registered on the Platform, can start financing Projects submitted on the Platform.
- 6.2. Through the Platform, a Project owner can: (i) seek financing of the Project by loans provided by Investors; or (ii) seek financing through Financial instruments (bonds) if the legal form of the Project owner is a joint-stock company or a private limited company.
- 6.3. When concluding a Financing transaction for the first time, a non-sophisticated Investor must complete a Questionnaire (test) designed to assess the Investor's experience, investment objectives, financial situation, and the general understanding of the risks of investment types offered on the Platform.
- 6.4. The Questionnaire (test) is completed by the Investor answering questions based on which accumulated investment experience and the Investor's knowledge of the assumed risk are assessed.
- 6.5. By completing the Questionnaire (test), the Investor undertakes not to use any person's assistance (or entrust another person to answer on their behalf). By completing the Questionnaire (test), the Investor confirms that they have completed the Questionnaire (test) independently, based on their knowledge and experience.
- 6.6. In the event that the results of the Questionnaire (test) indicate that the Investor has incorrectly answered mandatory Questionnaire questions, the Operator alerts the Investor and re-provides information about the risks associated with investment, including information about the potential complete or partial loss of funds allocated to the Project, the risk that the Investor may not receive the expected profit, liquidity risk, and other risks typical to crowdfunding by providing descriptions. After additional warnings from the Operator about possible risks associated with Financing transactions, the Investor may decide to complete the Questionnaire again and continue the activity of financing through the Platform.
- 6.7. The following information on Financial instrument signing transactions is published on the Platform: (i) the key information document for investment; (ii) the procedure for determining the acquisition and redemption price of bonds; (iii) the bond price, coupon size, and frequency of payments; (iv) the procedure, conditions, and terms of bond payments; (v) the consequences of late bond payments; (vi) the Investor's holding period, after which the Project owner redeems Financial instruments from the Investor; (vii) the possibility of early redemption of bonds before the specified term if applicable; (viii) the minimum investment amount; (ix) the Placement period, and other information.
- 6.8. The following information about Financing transactions is published on the Platform when the Project is financed by loans provided by Investors: (i) Loan amount; (ii) Interest paid by the Project owner; (iii) Minimum investment amount; (iv) Placement period, and other information.
- 6.9. The following information about the Project is published on the Platform: (i) Project description; (ii) Project return goals; (iii) the main risks of the Project; (iv) Project financing period; (v) the amount of funds raised; (vi) the entity responsible for accounting for Financial instruments issued by the Project owner (if applicable); (vii) financial information on Project implementation, and other information.
- 6.10. An Investor, who concludes a Financing transaction for the acquisition of Financial instruments, accordingly signs a bond subscription agreement detailing the procedure for subscribing to bonds.

6.11. An Investor, who concludes a Financing transaction when the Project is financed by a loan provided by the Investor, accordingly signs a Loan agreement detailing the procedure for providing and repaying the loan and other conditions.

## 7. PROJECT

7.1. In order to attract Project Financing through the Platform, the Project owner must complete a special registration form about the Project, which is directly submitted to the Operator via email at [bonds@bemybond.com](mailto:bonds@bemybond.com).

7.2. Along with the completed form, the Project owner must submit the documents specified in the form, including a business plan, the budget of the planned Project, the assessment of real estate or other assets performed by a professional asset appraiser with the appropriate right to provide valuation services (if applicable), information and documents confirming the financial situation (creditworthiness) of the Project owner, and other information and documents necessary to prepare the risk assessment of the Project and information that will be published on the Platform about the Project.

7.3. The Operator, having evaluated the registration form provided by the Project owner, along with additional information and/or documents (if required by the Operator) and adhering to these provisions:

7.3.1. approves the publication of the Project on the Platform, checks the main document of the investment information prepared by the Project owner, and provides the Project owner with the prepared information for review, which will be published on the Platform; specifies when the Project activation on the Platform is planned and requests confirmation from the Project owner to activate the Project financing on the Platform; or

7.3.2. rejects the publication of the Project on the Platform.

7.4. The Project owner agrees that the publication of the Project on the Platform will be considered a binding offer by the Project owner to Investors to conclude Financing transactions with the Project owner under the financing conditions specified on the Platform.

7.5. The Project owner must open a Project account, which will be used to collect funds for Financing transactions.

7.6. The Investor's aggregated financing funds will reach the Project account when the actions required by the Operator are performed, including the accounting of Financial instruments ownership in Investors' securities accounts (if applicable).

7.7. The Operator has the right to confirm the instructions and payment orders of Investors, including transferring the collected funds from the electronic money account to the conditional deposit account and Project account, and distributing the funds returned by the Project owner to Investors through the conditional deposit account.

7.8. If the Minimum investment amount is not raised during the specified Placement period, the Project may be withdrawn from the Platform, and the funds transferred on the basis of Financing transactions are returned to Investors. At the request of the Project owner, the Minimum investment amount may be reduced or the Placement period extended, but the existence of such an option will be disclosed in the information published about the Project.

- 7.9. The Project owner must provide the Operator with a key information document about the investment prepared according to the template provided by the Operator.
- 7.10. The project owner undertakes to inform the Operator in writing immediately, but no later than 3 calendar days in advance: (i) any changes in previously submitted information and documents, including the Project owner's contact details, and/or information about the Project planned to be published on the Platform; (ii) deterioration in the financial situation of the Project owner and/or circumstances that would reduce or may pose a threat to the creditworthiness of the Project owner; (iii) any circumstances that make it difficult or may make it difficult for the Project owner to properly fulfill the obligations assumed under the Financing transactions or the contract with the Operator; (iv) any circumstance that worsens or may affect the financial situation of the Project owner in the future (e.g., new loan obligations assumed); (v) any circumstance that poses a threat to the implementation of the Project (e.g., failure to obtain necessary permits for the Project); (vi) any court or arbitration and/or other process (e.g., recovery, etc.), if it may worsen the financial situation of the Project owner or pose a threat to the implementation of the Project;
- 7.11. The Project owner must review the information planned to be published on the Platform regarding the Project owner and the Project again no later than 2 calendar days before the planned activation of the Project on the Platform and confirm that the information is comprehensive and correct.
- 7.12. At the Operator's discretion, the Project owner may allow the publication of more than one Project on the Platform at the same time.

## 8. USER ACCOUNT AND PAYMENTS

- 8.1. Each User is provided with a personal account on the Platform to register their Financing transaction history and detailed information on Financing transactions. For clarity, the personal account on the Platform is not considered a personal securities account where securities are managed in accordance with the laws of the Republic of Lithuania or any other country.
- 8.2. For a personal User account and the Investor's electronic money account to be created on the Platform for an Investor who is a legal person, and for the Investor (legal person) to be granted access to all services offered by the Platform, the Electronic Money Institution provides the Operator with the IBAN (International Bank Account Number) of the electronic money account opened in the name of the Investor (legal person) at the Electronic Money Institution.
- 8.3. A User may have only one individual account on the Platform. If a User does not use their account for more than 12 months (e.g., without any investments to be made, made and/or not repaid, etc.), the Operator has the right to close the User's account, informing the User 5 business days in advance. Closing the account does not restrict the User's right to create a new account.
- 8.4. The funds raised on the basis of Financing transactions are reserved in the personal electronic money accounts of Investors opened with an Electronic Money Institution during registration and, after the end of the Placement period, are transferred to a

conditional deposit account, from which they are later transferred to the Project account.

- 8.5. When redeeming Financial instruments issued by the Project owner, the Project owner transfers funds intended to redeem Financial instruments acquired by the Investor and the return on investments (if any) to the electronic money account specified by the Investor.
- 8.6. In the case of the distribution of Financial instruments, if an Investor, when transferring funds under a Financing transaction, transfers an amount less than the amount required to pay for the Financial instruments intended to be acquired from the Project owner, it will be considered that the Investor acquired only as many Financial instruments as the amount of funds was sufficient to pay for. If the Investor transfers an amount greater than is sufficient to pay for the Financial instruments intended to be acquired, the remaining amount of funds is returned to the Investor.
- 8.7. Throughout the Placement period, the reserved funds in the Investors' electronic money accounts belong to the investors. They become the property of the Project owner only after the Operator's approval, the registration of Financial instruments in the personal securities accounts of investors, and the transfer of the raised funds to the unrestricted Project owner's account. If the Minimum amount is not raised at the end of the Placement period, the Operator may instruct the Electronic Money Institution to return the funds in the Project account to the respective Investors.
- 8.8. The Operator is only the administrator of the Platform, who, according to Financing transactions initiated by Investors through the Platform, accepts and transfers information to the Electronic Money Institution, which carries out payments to Project owners. The actions performed by the Operator are not and cannot be considered as the execution of payment functions and/or the provision of payment services.

## 9. CROWDFUNDING PROCESS

- 9.1. When an Investor decides to lend money to finance a Project or to purchase bonds issued by the Project owner, the Investor and the Project owner sign the respective Loan Agreement or Financial Instrument Subscription Agreement.
- 9.2. Using the Platform, Investors determine the amount of the loan to be granted for the Project's financing or the number of units of bonds issued by the Project owner they intend to acquire and express their will that they agree with the respective Loan or Financial Instrument Subscription Agreement and the provisions of other related documents. By transferring funds to the Project account, the Investor expresses consent to the terms of the Loan Agreement or the conditions for the acquisition of Financial instruments issued by the Project owner and the terms of the Financial Instrument Subscription Agreement. The transfer of funds to the Project account is considered to be the signing of the Loan Agreement or the Financial Instrument Subscription Agreement, and a copy of such agreement (in PDF format) is sent to the email addresses specified during registration with the Platform and displayed in personal accounts of the Users. For clarity, the Loan Agreement or Financial Instrument Subscription Agreement shall be deemed concluded from the moment the Investor's funds are credited to the

Project account. An additional procedure for signing Loan Agreements or Financial Instrument Subscription Agreements is not performed unless the Operator requests the Investor to additionally provide a signed copy of the Loan Agreement or the Financial Instrument Subscription Agreement.

- 9.3. Financial instruments will be signed on a first-come, first-served basis: if more applications are received to acquire (subscribe) Financial instruments than the maximum amount of Financial instrument issuance, the principle of proportionality (fulfilling a proportional part of all applications) will not be applied, but the principle of time priority will be applied – applications submitted earlier will be executed first until the entire issuance of Financial instruments is signed, and surplus applications will be canceled.
- 9.4. Non-sophisticated investors who decide to invest in the Project have the right to withdraw their application within a 4-day reflection period.
- 9.5. The aggregate amount of funds raised for financing is returned to Investors, and the Project is withdrawn from the Platform if circumstances arise by the end of the Placement period (while restrictions on the use of funds apply) that, in the Operator's assessment, may have a negative impact on Investors, the financial situation (creditworthiness), and/or reputation of the Project owner.
- 9.6. Other terms of the Financing transaction are defined in the Loan Agreements or Financial Instrument Subscription Agreements.
- 9.7. The Operator must keep copies of the concluded Loan Agreements or Financial Instrument Subscription Agreements in paper or electronic format.

## 10. TRUSTEE

- 10.1. When the Project owner (i.e., the issuer) issues bonds, in all cases (for all projects), the Project owner, together with the Trustee, signs a bondholders' protection agreement, whereby the Trustee undertakes to protect the rights and legitimate interests of the bondholders (i.e., Investors), just as the Trustee would protect its own rights and legitimate interests as the owner of the entire bond issue in relations with the Project owner. The Trustee may only be a person who meets the requirements set out in the Law of the Republic of Lithuania on the Protection of Bondholders' Interests of Joint Stock Companies and Private Limited Companies.
- 10.2. The detailed rights and obligations of the Trustee, the Project owner, and the Investor (bondholder) are defined in the Bondholders' Protection Agreement.
- 10.3. The Project owner pays the Trustee the remuneration provided for in the Bondholders' Protection Agreement.

## 11. APPLICABLE FEES

- 11.1. The amount of fees paid by Investors to the Operator and the procedure for their payment are determined in the Service Fees published on the Platform at [www.bemybond.com](http://www.bemybond.com).

## 12. ACCOUNTING OF ISSUED FINANCIAL INSTRUMENTS

- 12.1. The accounting of the Financial instruments issued by the Project owner and distributed through the Platform shall be conducted in accordance with the requirements set forth in the legislation of the Republic of Lithuania.
- 12.2. The entity responsible for the accounting of the Financial instruments issued by the Project owner will be indicated in the information provided for each specific Project.

## 13. PERSONAL DATA

- 13.1. User's personal data is collected and processed in accordance with all applicable laws governing personal data as applicable to the Operator as a personal data controller, including, but not limited to, the General Data Protection Regulation (hereinafter – the **GDPR**).
- 13.2. The legal basis for the processing of personal data is the Agreement concluded with the User.
- 13.3. For the purpose of entering into and performing this Agreement, the User provides the Operator with personal data, such as (hereinafter – the **Personal Data**):
  - 13.3.1. **Contact / Identification data** (when the User is a natural person): name, surname, date of birth, personal identification number, email address, phone number, identification data of the electronic money account or other bank account used, video data (if applicable), and other data requested by the Operator;
  - 13.3.2. **Contact / Identification data** (when the User is a legal person): data about the authorized person acting on behalf of the legal entity (name, surname, scope of authority, if applicable), other data requested by the Operator.
- 13.4. By signing this Agreement, the User is informed that for the purposes of this Agreement, the Operator may process the relevant User's Personal Data obtained from third parties, necessary for the assessment of the User's solvency, credit history, and the origin of funds, for example, from credit bureaus and other financial institutions or their branches, state institutions, registers, borrower databases, and other partners with whom the Operator cooperates, or third-party service providers who can provide the necessary information.
- 13.5. The Operator ensures that the User's Personal Data will not be transferred to a third country or international organization outside the European Union (hereinafter – **EU**) and the European Economic Area (hereinafter – **EEA**). However, if the Operator needs to transfer Personal Data to entities outside the EU/EEA, the Operator ensures that special protection measures are applied to protect this data.
- 13.6. By signing the Agreement, the User also confirms that:
  - 13.6.1. The User's Personal Data may be provided to third parties providing services to the Operator (e.g., external auditors, legal advisors, postal, IT service providers, etc.). Personal



Data is transferred to these third parties to the minimum extent necessary to ensure the provision of third-party services.

- 13.6.2. The Operator shares the User's Personal Data with law enforcement and regulatory authorities when required by law or when necessary to protect the interests of the Operator or a third party.
- 13.6.3. The User has rights under the GDPR and other applicable laws that allow the User to exercise these rights (with the exceptions provided for in the relevant legislation), including, but not limited to, the right to receive information about the processing of Personal Data, the right to access Personal Data, the right to request the correction of inaccurate or incorrect Personal Data or to supplement it, the right to request the deletion of Personal Data ("right to be forgotten"), the right to request the restriction of the processing of Personal Data, except for their storage, the right to data portability, and the right to object to the processing of Personal Data.
- 13.7. The Investor's Personal Data is kept for the term of this Agreement and for 10 (ten) years after the complete fulfillment of the Parties' obligations under this Agreement, except where a different storage period for Personal Data is established in the Operator's Privacy Policy or under applicable laws.

#### **14. CONTACT INFORMATION**

- 14.1. Operator's contact details: address: A. Goštauto str. 40B, LT-03163 Vilnius, Lithuania, email address: [info@bemybond.com](mailto:info@bemybond.com).
- 14.2. Communication between the Operator and Users takes place through the Platform or by submitting a request using the contact details provided by the Parties in this Agreement.
- 14.3. The Operator communicates with Users using the contact details provided by them during registration on the Platform. The User must immediately inform the Operator of any changes to their contact details or update them in their Platform account. If the User does not inform the Operator of changes to their contact details or does not update them in their Platform account, a notification sent to the User at their last provided contact details is considered duly delivered.
- 14.4. The User agrees that the Operator will send notifications to the User through the Platform or at the User's specified email address.
- 14.5. A notification submitted through the Platform or by email is considered received on the next business day after the day of submission.
- 14.6. After the acquisition of Financial instruments issued by the Project owner, the Project owner and the Investor communicate in the manner specified in their investment documents or in the Loan Agreement or Financial Instrument Signing Agreement.

#### **15. TERMINATION OF LEGAL RELATIONSHIPS WITH USERS**

- 15.1. The Operator has the right to unilaterally terminate the relationship with Users and prohibit the use of the Platform in the following cases:

- 15.1.1. The User fails to fulfill the obligations provided for in this Agreement and/or other agreements concluded between the Operator and the User;
- 15.1.2. The User has provided or provides incorrect, misleading, false, and/or incomplete information and/or documents;
- 15.1.3. There is a reasonable suspicion that the User's activities or use of the Platform violate the requirements of the legislation;
- 15.1.4. The Operator receives an instruction from responsible institutions to suspend any relations or cooperation with the User.
- 15.2. The User may terminate the relationship with the Operator by submitting a relevant request to the Operator by email if the User has no outstanding financial obligations to the Operator.
- 15.3. The Operator has the right to restrict the User's right to use the Platform and the services of the Operator, including complete removal of the User from the Platform, and take other actions that the Operator deems necessary, including, but not limited to, suspension or non-performance of its rights and obligations if such action or inaction is necessary to ensure the functional operation of the Platform and/or compliance with the rights and obligations of other Users and compliance with the legislation.
- 15.4. In all cases where the Operator reasonably believes that the User provides inaccurate or false information about themselves, engages in criminal activities, including, but not limited to, money laundering and/or terrorist financing, and/or illegally uses personal data not belonging to them, among other cases, the Operator reserves the right to report such situations to the relevant law enforcement authorities.

## 16. LIMITATION OF OPERATOR'S LIABILITY

- 16.1. The actions of the Operator do not include:
  - 16.1.1. Assuring, guaranteeing, or otherwise ensuring that Project owners will properly fulfill their financial obligations to Investors;
  - 16.1.2. Providing loans or other financing to Users;
  - 16.1.3. Providing legal services;
  - 16.1.4. Executing real estate transactions or providing advice on related matters;
  - 16.1.5. Providing payment services and/or issuing electronic money.
- 16.2. The Operator is merely the administrator of the Platform; therefore, the Operator is not responsible and cannot be held liable for:
  - 16.2.1. Investors' failure to fulfill obligations to Project owners and Investors, including late payments;
  - 16.2.2. The accuracy, completeness, and correspondence to reality of data provided by Users;
  - 16.2.3. Actions and/or inaction of the Electronic Money Institution, including disruptions in the use of electronic money accounts and conditional deposit accounts opened in the Electronic Money Institution, including the insolvency, bankruptcy, or other actions of the Electronic Money Institution;
  - 16.2.4. Actions and/or inaction of third parties, due to which the use of the Platform and/or the services of the Operator would be disrupted and Users would suffer losses;

- 16.2.5. The legal obligation, scope, content, suitability, and execution of documents used/provided on the Platform, including those documents used to conclude Financing transactions on the Platform;
- 16.2.6. Changes to the activities of the Platform and/or the Operator and/or Trustee, including expansion or termination;
- 16.2.7. The reliability and accuracy of the Project owner's and/or Project forecasts provided on the Platform, including financial indicators;
- 16.2.8. Unlawful behavior and/or breaches of the Agreement, non-fulfillment of obligations under the Agreement by other Users;
- 16.2.9. Losses incurred by Users due to force majeure circumstances, including disruptions in communication, electronic data exchange, and payment systems;
- 16.2.10. Any obligations that may arise for Users under applicable legislation, including tax legislation, when concluding and/or executing Financing transactions, except in cases where tax legislation imposes specific mandatory obligations on the Operator for tax declaration, deduction, and/or payment;
- 16.2.11. Action and/or inaction of the Trustee;
- 16.2.12. Losses incurred by Users due to changes in legal requirements, including recommendations, guidelines, or positions of supervisory authorities;
- 16.2.13. Suspension of Platform operations for any reason.
- 16.3. The announcement of a Project or the allocation of risk to a specific Project by the Operator shall not be considered as investment advice or any other endorsement by the Operator regarding the financial stability (creditworthiness) of the Project owner, the validity and prospects of the Project, the security of the investment in the Project, the ability of Investors to recover the funds raised through crowdfunding, the ability to earn returns in the form of interest, or otherwise. Such actions by the Operator cannot be considered as an offer to acquire specific Financial instruments issued by the Project owner.
- 16.4. The Operator's liability arises only in case of damage caused by the Operator's intent or gross negligence and only for direct losses that must be proven by the User.

## 17. CONFIDENTIALITY UNDERTAKINGS

- 17.1. The Investor undertakes to keep all information obtained about the Project owner and the Project confidential and not to disclose such information to any third parties or to use such information for their or third parties' benefit.
- 17.2. The Investor undertakes not to disclose or use, for their own or others' benefit, the principles of the Operator's operation and the principles of the Platform's operation.

## 18. FINAL PROVISIONS

- 18.1. The Operator reserves the right to unilaterally amend this Agreement and other documents used by the Operator by informing about it on the Platform. The amendments to the documents come into force on the day of their publication on the

Platform and apply to all Users. The User confirms consent to the amendments made to the documents by using the Platform system. The User has the right to disagree with the changes made. Such disagreement does not affect their rights and obligations under the valid Loan or Financial Instrument signing agreements, where one of the parties is the User. However, the User will not be able to conclude new Loan agreements and (or) Financial Instrument signing agreements and (or) use the Platform and other services provided by the Operator. Changes made due to technological changes or due to changes in legislation are valid for all agreements.

- 18.2. This Agreement and other documents submitted on the Platform are governed by the laws of the Republic of Lithuania. Foreign laws may apply to Loan or Financial Instrument Subscription Agreements or related documents.
- 18.3. All disputes between Users and the Operator are resolved through negotiations. Disagreements between Users and the Operator are resolved in accordance with the procedure for resolving disputes, which is provided on the Operator's website [www.bemybond.com](http://www.bemybond.com). In the absence of an agreement, the dispute is finally resolved by arbitration at the Vilnius Court of Commercial Arbitration under the Arbitration Rules. All procedural documents will be sent by email. The arbitration panel will consist of one arbitrator. The place of arbitration is Vilnius. The Lithuanian language will be used in the arbitration process.
- 18.4. Disputes between Users and the Operator out-of-court are dealt with by the Financial Market Supervision Service of the Bank of Lithuania (address: Žalgirio str. 90, Vilnius, website: [www.lb.lt/lit/](http://www.lb.lt/lit/)).
- 18.5. If any provision of this Agreement or other related documents is found to be invalid, it will not affect the validity of other provisions of the Agreement or other related documents.
- 18.6. The information provided on the Platform is not intended for distribution in another country where the use of such information would be prohibited by laws or other regulations.
- 18.7. The Platform and the information provided on the Platform are protected by copyright. The material, information, and content provided on the Platform can be copied, downloaded, stored, reproduced, printed, or otherwise used only for personal User purposes and only to the extent related to the use of services provided by the Platform and the Operator.