

GENERAL CONDITIONS FOR THE TRANSFER OF CLAIM RIGHTS ON THE PROFITUS PLATFORM

1. GENERAL PROVISIONS

- 1.1. The terms and conditions of the transfer of Claim rights on the Profitus platform (**hereinafter referred to as the Agreement**) provide for the procedure and conditions of the transfer of Claim rights on the Platform's Secondary market and for the Users who transfer and/or purchase the rights and obligations of the Claim.
- 1.2. When using the Platform's Secondary market, the User confirms having carefully read and become acquainted with this Agreement, that the content of all the provisions of the Agreement are is clear to him and has not been persuaded, not forced or otherwise influenced in undertaking the transfer as a legally binding instrument.
- 1.3. This Agreement is entered into between the Vendor and the Purchaser.
- 1.4. The terms used in this Agreement have the following meanings:

1.4.1.Secondary market	The functionality (system) on the Platform allows the Purchaser to transfer to the Purchaser the Claims rights arising from the Financing transaction entered into on the Platform.
1.4.2.User account	The User's personal account from which the Purchaser pays and the Vendor receives the transfer price of the Claim rights.
1.4.3.Vendor	A User who offers a bid to sell a Claim right arising from a financing transaction entered into on the Secondary market Platform.
1.4.4.Offer	The Vendor's public offering on the Platforms Secondary market when entering into a Claim right transfer agreement.
1.4.5.Purchaser	A User who makes an offer to buy a Claim right available on the Platform's Secondary market.
1.4.6.Claim right	The Claim right held by the Vendor (repayment of the Loan, payment of Interest, fees and other related payments) vis-a-vis the Project owner arising from the financing transaction in question.

1.4.7.Special part

Upon acceptance by the Purchaser of the Vendor's offer, an Agreement is entered into that individualises the Claim right, the transfer price and provides for other conditions for the Claim right transfer.

1.4.8. Other terms used in this Agreement shall be understood as defined in the General terms of use (for investors) of the Profitus platform (hereinafter referred to as **Terms of use**) and in the published Platform documents at www.profit.lt, as well as in the agreements entered into between Profitus and the User, unless this Agreement provides otherwise.

2. AGREEMENT PURPOSE

- 2.1. For the purposes of this Agreement, the Vendor transfers and the Purchaser accepts the Claim right sold on the Platform's Secondary Market, i.e. the right to demand from the Project owner, under the conditions and in accordance with the procedure laid down in the Financing transaction, all payments outstanding prior to the date of transfer of the Claim right (including but not limited to payment of the amount of the loan, interest, late payment interest or default) and to fulfil all other obligations related to the Financing transaction.
- 2.2. The transfer of the Claim right shall be individualised and the other individual terms of this Agreement shall be provided for in the Specific part.
- 2.3. The main information relating to the Claim right assignment shall be specified in the Vendor's offer.
- 2.4. Only registered Users of the Profitus Platform can access the Vendor's offer.

3. OFFER AND OFFER ACCEPTANCE SUBMISSION

- 3.1. In order to assign the Claim right, the Vendor must indicate in their User account the Claim right to be assigned, the Claim right price, and approve the Offer for the Claim right transfer.
- 3.2. The Vendor may only transfer individual claim rights on the secondary market, i.e. if the Vendor has invested more than once in the relevant project and separate investments are not involved. The Vendor may then transfer each Claim right to the platform's self-service via individual Offers. The Claim rights assigned by the Vendor may not be divided into smaller parts.
- 3.3. The Vendor may only transfer Claim rights on the secondary market, when the undertaking of such is secured by additional collateral.
- 3.4. The Vendor's offer to assign the Claim right shall be considered to be public and binding under the conditions set out in the offer to transfer the Claim right.

- 3.5. The Purchaser chooses the right to purchase the claim from the offers published on the Platform's Secondary market and confirms the intention to purchase the chosen Claim right at the transfer price set out in the Vendor's offer.
 - 3.6. The Vendor shall have the right to transfer the Claim at a price higher or lower than the Claim price when originally sold. Each Purchaser must pay the Vendor the price set out in the Claim right Offer.
 - 3.7. Profitus has the right to set the price limits for the right to be assigned, i.e. Profitus may provide for a maximum and minimum price range within which the User can choose the price at which they wish transfer the rights to which they are entitled.
 - 3.8. The Vendor's Offer on the Secondary market will be placed and available to the Platform's Users 30 calendar days from the Offer publication date. Upon expiry of the Vendor's Offer, the Offer from the Platform's Secondary market will be withdrawn if the Vendor makes no indication to the contrary.
 - 3.9. If the Vendor receives any amount to cover the obligations as per the Claim sold, the Offer on the Secondary market will be withdrawn and Users not sought.
 - 3.10. The Vendor shall have the right to withdraw the Offer on the Platform's Secondary market at any time before a Purchaser's Offer is accepted.
 - 3.11. Upon withdrawal of the Vendor's Offer from the Platform's Secondary market as per the procedure set out in clauses 3.8-3.9 of this Agreement, the Offer's cancellation shall be published in the Vendor's account. The Vendor will be able to offer the cancelled offer at any time in the self-service of the Platform User.
 - 3.12. Once the Purchaser has accepted the Vendor's Offer and has fully paid the Claim transfer price specified in the Offer, the Offer will not be available to other Platform Users.
- 4. ENTERING INTO THE CLAIM RIGHT ASSIGNMENT CONTRACT AND THE MOMENT OF CLAIM RIGHT ASSIGNMENT**
- 4.1. After the Vendor has announced the Offer on the Secondary market, and after the Purchaser has accepted the Offer, a Claim right assignment Agreement shall be deemed to have been entered into. The Claim rights assignment Agreement shall be entered into on the Platform and placed in the self-service of the User account after the full payment of the Claim right assignment price.
 - 4.2. Once this Agreement has been entered into and the assignment price is duly paid, the Claim right is deemed to be transferred to the Purchaser (the moment of the Claim right assignment). Accordingly, the Purchaser becomes an equal party to the financing transaction in question and acquires all the rights and obligations that the Vendor had.
 - 4.3. At the time of the assigning the Claim right, all other enforcement measures related to the enforcement of the financing transaction shall be transferred to the Purchaser.

4.4. In the event that the Vendor had used the Profitus recommendation program or other special/individual offers when assigning the Claim rights to the Purchaser, together with the Claim right, the Vendor shall transfer all the benefits from the Profitus recommendation program or other special/individual offers to the Purchaser.

5. PAYMENT OF THE CLAIM RIGHT ASSIGNMENT PRICE

5.1. At the time of entering into this Agreement, the Purchaser shall pay the cost of assigning the Claim rights from their personal user account.

5.2. Profitus will carry out a double-check of the data within 3 (three) working days of full payment of the assignment in order to ensure the security of the personal data of the Purchaser and Vendor. Profitus will furthermore deduct the fee for assigning the Claim right from the transfer price received by the Vendor and check the information relating to the payment of the Purchaser, and approve or reject the transfer of the Claim right. After verification of the Purchaser's payment and confirmation of the Claim right assignment, the transfer price of the claim rights is considered to be fully paid.

5.3. In the event that Profitus, after verifying the information relating to the Vendor's payment, rejects the Claim right assignment, all the funds paid by the Purchaser shall be repaid to their user account and the Claim assignment Agreement shall be deemed not to have been entered into.

5.4. At the time of entering into the Claim right assignment agreement, the Purchaser shall have sufficient funds in their personal User account to pay the Claim right purchase price immediately. If the Purchaser is unable to pay the Claim right to the Vendor immediately when entering into the Agreement, the assignment of the Claim right to the Purchaser shall not take place and this Agreement will be automatically deemed terminated, without any separate notification.

5.5. Upon entering into the Agreement, the Vendor also undertakes to pay the transfer fee for the Claim right assignment, as set out in the approved Profitus service fees. The amount of this fee and the calculation procedure are available on the Platform under Service fees. The Vendor has to pay this fee upon entering into the Agreement. Profitus shall deduct this fee from the Vendor based on the Claim right price. For the sake of clarity, Profitus indicates that the difference between the Claim right assignment price and the Claim rights assignment fee is transferred to the User account belonging to the Vendor.

6. STATEMENTS AND GUARANTEES BY THE PARTIES

6.1. The Vendor declares and guarantee that:

6.1.1. On the date of entering into the Agreement, the Vendor shall be the holder of the claim;

6.1.2. The Claim right has not been not transferred to any third party, pledged or otherwise restricted in disposition;

6.1.3. The identity of the Purchaser when entering into a Claim assignment transaction is not essential and the personal data of the Purchaser will not be disclosed to the Vendor at the time of the transaction. The Vendor understands that information about the Purchaser's identity will only be known to the Platform manager.

6.2. The Purchaser declares and guarantees that:

6.2.1. When entering into the Agreement, the Purchaser is fully aware of the Offer and of all the information contained therein concerning the Claim right acquired;

6.2.2. The Purchaser independently assumes all the risks associated with the acquisition of the Claim right, including the risk that the Project owner may fail to undertake and/or fail to comply with their obligations as per the Claim right acquired;

6.2.3. The Purchaser understands that having approved the Vendor's offer and paid the price of the Claim right specified in the offer, the Purchaser will not be able to retract their decision;

6.2.4. The identity of the Vendor does not matter when assigning Claim rights and the personal data of the Vendor will not be disclosed to the Purchaser when entering into the transaction. The Purchaser understands that information about the Vendor's identity will be known only to the Platform manager;

6.2.5. The Purchaser is aware that the Project owner is able to fulfil the obligation before the Claim right termination date, and understands that this may result in a reduction in the total amount of interest received;

6.2.6. The Purchaser is aware that the arrangements to verify the financing transaction may change or differ from those indicated in the Vendor's Offer;

7. FINAL PROVISIONS

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

7.2. Any dispute arising from or relating to this Agreement shall be settled by means of negotiations between the Parties. When failing to reach an agreement, the matter shall be considered in accordance with the legal procedures of the Republic of Lithuania.