

ELECTRONIC MONEY ACCOUNT AND PAYMENT SERVICES CONTRACT

1. GENERAL PROVISIONS

- 1.1. This Electronic Money Account and Payment Services Contract ("**Contract**") sets out the principal rights and obligations of the Customer and UAB NS Pay, legal entity code 305652931, registered office at Vašingtono a. 1-62, Vilnius, operating in accordance with the electronic money institution limited activity license No. 10 issued by the Bank of Lithuania on 14 June 2021 ("**Company**"), when the Customer is registering in the System, opening an Electronic Money Account and using the Payment Services provided by the Company.
- 1.2. This Contract is concluded only with those Customers who are also customers of the Platform (as defined below).
- 1.3. In addition to this Contract, the relationship between the Customer and the Company is governed by the applicable legal acts, other agreements, regulations and the principles of reasonableness, fairness and good faith.
- 1.4. The Customer and the Customer's Representative must carefully examine this Contract in advance before deciding to register in the System (as defined hereinbelow) and use the services provided by the Company. This Contract also defines certain risks when using the System and provides instructions on how to safely use the System and the Company's Payment Services.
- 1.5. The Company shall provide services to the Customer under this Contract only to the extent necessary for the conclusion of the crowdfunding agreements on the Platform.

2. TERMS AND DEFINITIONS

- 2.1. The capitalised terms in the Contract shall have the following meanings:
 - 2.1.1. **Acceptable Language** means the Lithuanian or English language.
 - 2.1.2. **Beneficiary** means the Customer (legal entity) who receives the funds of the Payment Transaction.
 - 2.1.3. **Business Day** means a day set by the Company on which the Company provides the Payment Services. Unless otherwise provided for in other agreements concluded with the Customer or other documents published by the Company, the Company's business day is a day that is not a Saturday, Sunday or other day of rest or public holiday established by the legal acts of the Republic of Lithuania.
 - 2.1.4. **Commission** means a fee charged by the Company for a Payment Transaction and / or the services related thereto.
 - 2.1.5. **Consent** means the Customer's consent to the execution of a Payment Transaction.
 - 2.1.6. **Contract** means an agreement between the Customer and the Company encompassing the present Electronic Money Account and Payment Services Contract and all other conditions and documents (annexes, separate agreements, rules, declarations, etc.), including, but not limited to, the links to information published on the website, provided in the present Electronic Money Account and Payment Services Contract.
 - 2.1.7. **Customer Identification** means establishment of identity of the Customer and / or the Customer's Representative in accordance with the procedures specified in the System.
 - 2.1.8. **Customer** means a customer of the Company, who is at the same time a customer of the crowdfunding platform Nordstreet operated by UAB Nordstreet, legal entity code 304565690, registered office address Naugarduko g. 19, Vilnius, Republic of Lithuania.
 - 2.1.9. **Customer's Representative** means the Customer's head or another representative who has the appropriate authority to represent the Customer in relations with the Company, as established by legal acts and / or the Customer's operational documents.
 - 2.1.10. **Deposit Account** means a customers' account No. LT57503012000000344, owned by the Company and opened in AB Mano Bankas, 112043081, S. Moniuškos g. 27, Vilnius.

- 2.1.11. **Electronic Money Account** means a virtual medium in the Customer's System where the Customer's Electronic Money is stored.
- 2.1.12. **Electronic Money** mean a monetary value put into circulation by the Company upon receipt of funds from the Customers, expressed as a claim to its issuer and having the following characteristics:
- 2.1.12.1. is stored on electronic media;
- 2.1.12.2. intended for the execution of payment transactions;
- 2.1.12.3. accepted by persons who are not issuers of those electronic money.
- 2.1.13. **Fees** mean the fees for the services provided by the Company and Payment Transactions, approved in accordance with the procedure established by the Company. The fees approved and applied by the Company are published on the website at www.nordstreet.com.
- 2.1.14. **Law on Electronic Money and Electronic Money Institutions** means the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania.
- 2.1.15. **Law on Payments** means the Law on Payments of the Republic of Lithuania.
- 2.1.16. **Loan Contract** means an agreement concluded between the borrower and the lender (s) through the Platform, on the basis of which the lender (s) shall grant a loan to the borrower under the terms of the agreement, and the borrower undertakes to repay the received loan and make all the payments associated with the receipt (interest etc.). The Loan Contract consists of a separate agreement between the Operator (in the name and for the benefit of the Lenders) and the borrower on the special terms of the Loan Contract and the application (offer) submitted by the borrower and approved by the Operator as well as the lender's offer (acceptance) including all additions and amendments thereto.
- 2.1.16.1. money transfers;
- 2.1.17. **Operator** means UAB Nordstreet, the operator of the Nordstreet crowdfunding platform, available on the website at www.nordstreet.com, legal entity code 304565690, registered office address Naugarduko g. 19, Vilnius, Republic of Lithuania. The operator is included in the [Public List](#) of Operators of Crowdfunding Platforms, administered by the Bank of Lithuania.
- 2.1.18. **Party** means the Customer and / or the Company.
- 2.1.19. **Payment Instrument** means certain procedures agreed between the Customer and the Company, which are linked to the Customer's Electronic Money Account. The Customer is using the Payment Instrument to initiate a Payment Order, i.e. to issue an order to the Company to execute a Payment Transaction.
- 2.1.20. **Payment Order** means the Customer's order to the Company to execute a Payment Transaction.
- 2.1.21. **Payment Services** mean the payment services provided by the Company, which consist of:
- 2.1.21.1. payment transactions, including the transfer of funds on a payment account with the institution of the payment service provider of the payment service user or another payment service provider: direct debit transfers, including one-off direct debit transfers, payment transactions using a payment card or a similar instrument and / or credit transfers, including periodic transfers;
- 2.1.21.2. money transfers;
- 2.1.21.3. issuing payment instruments and / or processing incoming payments.
- 2.1.22. **Payment Transaction Authorisation** means the Customer's consent to execute a Payment Transaction.
- 2.1.23. **Payment Transaction** means a payment, transfer or withdrawal of funds initiated by the Payer, on behalf of the Payer or by the Payee, regardless of the obligations of the Payer and the Payee on which the Payment Transaction is based.

- 2.1.24. **Platform** means the Nordstreet crowdfunding platform, supervised and administered by the Operator and hosted on the website at www.nordstreet.com, through which Customers are able to grant or raise crowdfunding funds to finance real estate development projects through auctions.
- 2.1.25. **Supervisory Authority** means the authority supervising the operations of the Company and the Platform – the Bank of Lithuania, legal entity code 188607684, registered office address Gedimino pr. 6, Vilnius, Republic of Lithuania. The contact information of the Bank of Lithuania is available on the website www.lb.lt/lt/kontaktai.
- 2.1.26. **System** means a software solution integrated into the Platform, which is developed by the Company and used to provide the Company's services.
- 2.1.27. **Terms of Use** mean the Contract on the use of the Nordstreet platform, which specifies the terms and conditions of use of the Platform, which must be accepted by the Customer wishing to use the Platform and the Operator's services. The terms and conditions of use (current version) are published on the Platform.
- 2.1.28. **Unique Identifier** means a combination of letters, numbers or symbols provided by the Company to the Customer and based on which the Customer participating in a Payment Transaction and / or its Electronic Money Account used in the Payment Transaction is uniquely identified.
- 2.1.29. **User Account** means the outcome of the registration in the computer system, during which the data of the registered person is recorded, it is given a registration name, its rights within the System are defined. As the System is integrated into the Platform administered by the Operator, the Customer's User Account is a joint one and is intended for the use of both the Platform services and the Payment Services provided by the Company.
- 2.2. Other terms used in the present Contract shall be understood and construed as defined in the Terms and Conditions of Use, the Loan Contract, the Law on Electronic Money and Electronic Money Institutions, the Law on Payments and other applicable legal acts.

3. FEES FOR THE SERVICES PROVIDED BY THE COMPANY

- 3.1. The Company shall be charging the fees, set forth in its approved Fees, for the provision of its services (opening, maintenance, closing of an Electronic Money Account, provision of payment services, etc.). The Company's approved service Fees are published on the website at www.nordstreet.com.
- 3.2. The Customer warrants that when concluding this Contract it has been acquainted with the service Fees approved by the Company, the fees provided for in the Fees are clear to the Customer and the Customer consents to the fees set in the Fees and their amounts.
- 3.3. The Customer also warrants that it understands that the Fees approved by the Company (published on the website at www.nordstreet.com) are an integral part of the present Contract, therefore any fees that may not have been discussed in this Contract but are included in the Fees approved by the Company shall be binding on the Customer.
- 3.4. If the Company changes the fees set in the Fees and / or their amount, the Customer shall be notified about the setting and / or change of the respective fees in accordance with the procedure provided for in this Contract.
- 3.5. One-time fees (e.g. for depositing funds to the Electronic Money Account, redeeming electronic money, etc.) shall be calculated and deducted when executing the respective Payment Transaction. Meanwhile, ongoing fees (such as the Electronic Money Account fee, the fee for holding electronic money in the Electronic Money Account, etc.), which are charged for a calendar month or any other continuous period, shall be calculated and deducted on the first Business Day of each current calendar month, for the previous calendar month (or another period for which the fee applies). The Customer warrants that it understands that the procedure for calculation and deduction of fees may also be established in the Fees approved by the Company and may differ from the procedure provided for herein – respectively, in this case the procedure for calculation and deduction of the fee as specified in the Fees shall apply.

4. REGISTRATION WITH THE SYSTEM AND CREATION OF A USER ACCOUNT

Registration, creation of the User Account, opening of the Electronic Money Account.

- 4.1. Before starting to use the Company's Payment Services, the Customer and / or the Customer's Representative must register with the System, create a User Account and confirm its identity. As the System is integrated into the Operator's Platform, a User Account for the Customer is created upon the registration with the Platform and successful establishment of identity of the Customer.
- 4.2. After creating a User Account during the registration with the Platform and establishing the Customer's identity, an Electronic Money Account shall be opened for the Customer in the Company's System (for Customers who have already been registered on the Platform before the registration with the System, a User Account can be created in the System later on, i.e. after approving the present Contract).
- 4.3. The Electronic Money Account specified in Clause 4.1 of this Contract is exclusively intended for the provision of Payment Services in so far as it relates to crowdfunding agreements (Loan Contracts) concluded on the Platform administered by the Operator. The Customer shall not be allowed to use its Electronic Money Account and the Payment Services provided by the Company outside of the Platform, i.e. for other purposes not related to entering into crowdfunding agreements (Loan Contracts) on the Platform administered by the Operator.

Establishment of the identity of the Customer.

- 4.4. During the registration with the Platform and the System, the Customer and / or the Customer's Representative must undergo the personal identity establishment procedures prescribed by the Company.
- 4.5. Pursuant to Article 9 of the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania, the Company, in establishing the identity of the Customers and / or the Customers' representatives, shall be entitled:
 - 4.5.1. to act on the data provided by the Operator, collected at the time of registration on the Platform administered by the Operator and confirmation of the identity by the Customer and / or the Customer's Representative; or
 - 4.5.2. the Company may also receive data and / or documents, which are necessary for the establishment of the identity of the Customer and / or the Customer's Representative, from the Customer and / or the Customer's Representative directly.
- 4.6. when establishing the identity of the Customer and / or the Customer's Representative, the Customer and / or the Customer's Representative must properly identify themselves in accordance with the procedures established in the System and / or Platform by submitting the documents specified in the System and / or Platform and / or required by the Company.
- 4.7. the Company shall be entitled to request from the Customer and / or the Customer's Representative such data and / or documents according to which the Customer and / or the Customer's Representative could be identified, and / or to receive important information about the Customer and / or the Customer's Representative that would be necessary for the proper establishment and development of business relations between the Company and the Customer. The specific data and / or documents to be submitted will be specified in the notice to the Customer and / or the Customer's Representative on the need to perform the procedure of approval or the procedure of identification of the Customer and / or the Customer's Representative.
- 4.8. before establishing the business relationship with the Customer and afterwards, in the course of the business relationship with the Customer, the Company shall be entitled to demand that the Customer and / or the Customer's Representative carried out the following actions aimed at prevention of money laundering and terrorist financing:
 - 4.8.1. to submit the originals of the documents required by the Company and / or the Customer's Representative and / or copies thereof and / or copies of the documents certified by a notary or another person authorised by the state;
 - 4.8.2. in the case of legal persons, to submit a valid list of shareholders (up to the final beneficiaries). By submitting this list, the Customer must warrant that it is relevant and accurate and that the

shareholders listed hold the shares on their own behalf and not on behalf of third parties (and if so, then these circumstances must be indicated additionally, specifying the third parties actually holding the shares). The Company shall not provide and shall be entitled to refuse to provide its services if it turns out that it is impossible to identify the beneficiaries of the Customer (for instance, the beneficiaries of a legal person are the holders of bearer shares);

- 4.8.3. In compliance with the requirements of the money laundering and terrorist financing prevention procedure provided for in legal acts and internal documents, the Company shall be entitled to require the Customer to provide other data and / or documents needed by the Company. The Customer undertakes to provide the requested data and / or documents to the Company in full, properly and in a timely manner.
- 4.9. The Company shall be entitled to request from the Customer for additional information and / or documents related to the Customer or the transactions carried out by the Customer, to fill in and periodically (at least once a year) update the know-your-Customer form. The Company shall be entitled to request that the submitted copies of documents be notarised and / or translated into at least one of the Acceptable Languages. All these documents and information shall be drawn up and submitted at the Customer's expense. If the Customer fails to provide all the additional information and / or documents within a reasonable period of time set by the Company, the Company shall be entitled to suspend the provision to the Customer of all or part of the services specified in this Contract. The Customer and / or the Customer's Representative will receive (directly in the System / User Account or at the e-mail addresses specified by the Customer and / or the Customer's Representative) a notification that the resumed provision of new Payment Service or the suspended Payment Service was confirmed.
- 4.10. In individual cases, while complying with the duties established by legal acts or where it follows from the type of the required documents, the Company shall be entitled to require the Customer to perform the procedure of identification of the Customer and / or Customer's Representative in a specific manner specified by the Company (e.g., by the visit of the Customer's Representative at the Company's office and submission of the required original documents, etc.).

Customer's warranties, commencement of provision of the Payment Services.

- 4.11. In the cases and according to the procedure provided for in the Contract or the System, the Customer and / or the Customer's Representative must approve the User Account, provision of a new Payment Service or a part thereof, identify the Customer in order for the Company to start or continue providing the Payment Services.
- 4.12. The Company shall be entitled to refuse to start a business relationship with a new Customer if it would violate the rights and legitimate interests of other persons and / or the legal norms of the Republic of Lithuania.
- 4.13. Registration of the Customer with the System means a clear and unambiguous warranty of the Customer and / or the Customer's Representative that:
- 4.13.1. the Customer and / or the Customer's Representative consent(s) to all the terms and conditions of the Contract and undertakes to comply with them;
- 4.13.2. the Customer and / or the Customer's Representative has/have read and consent(s) to the Terms and Conditions of Use;
- 4.13.3. During the registration of the Customer and / or the Customer's Representative with the System, the correct data has been provided and that it would provide only the correct data later on, when changing or filling in the data about itself.
- 4.14. If at the beginning of the communication session the Customer and / or the Customer's Representative has properly logged in to the System:
- 4.14.1. the Company undertakes to treat the notifications and documents sent via the System, notifications about the Customer's Payment Transactions, contracts concluded and Payment Services as signed, approved and submitted to the Company by the Customer itself;

- 4.14.2. the Customer undertakes to hold that the Customer has been properly identified, as well as to recognise and consider the messages and documents sent by the Company via the System as signed and approved.
- 4.15. The Customer's and / or the Customer's Representative's System login data, other information collected during the authentication of the Customer and / or the Customer's Representative shall be considered as confidential information and therefore the Customer and / or the Customer's Representative undertakes to safeguard this information, prevent third parties from accessing it, to notify the Company upon learning or suspecting that third parties have access to this information or it becomes known to them otherwise.
- 4.16. The Customer and / or the Customer's Representative shall be required to immediately (but no later than within 1 business day) inform the Company about the change of its contact details in writing (e.g. via the Company's System or by e-mail).

5. USE OF THE ELECTRONIC MONEY ACCOUNT

Possibilities offered by the Electronic Money Account.

- 5.1. The Electronic Money Account will enable the Customers:
- 5.1.1. to hold Electronic Money issued by the Company after the Customer has transferred the money to the Deposit Account;
- 5.1.2. to make wire transfers to another Customer under the Loan Contracts concluded on the Platform.
- 5.2. The Electronic Money Account is exclusively intended for the provision of Payment Services in so far as that concerns crowdfunding agreements (Loan Contracts) concluded on the Platform administered by the Operator. The Customer shall not be allowed to use its Electronic Money Account and the Payment Services provided by the Company outside of the Platform, i.e. for other purposes not related to conclusion of crowdfunding agreements (Loan Contracts) on the Platform administered by the Operator.

Depositing funds to the Electronic Money Account.

- 5.3. The Customer may deposit money to its Electronic Money Account by transferring it to the Deposit Account. After the Customer transfers the money to the Deposit Account, the Company, having received this money, shall credit it to the Customer's Electronic Money Account, thus issuing the Electronic Money at nominal monetary value, after it has deducted the applicable Electronic Money Account opening and / or maintenance fees. This Electronic Money shall be attributed to the Customer and shall be held in the Customer's Electronic Money Account.
- 5.4. A specific method of depositing funds to the Electronic Money Account shall be selected in the Customer's User Account.
- 5.5. The crediting of funds established in Clause 5.3 of this Contract shall be carried out several times during a Business Day in order to credit the funds as quickly as possible. All the deposits of funds to the Deposit Account made by 4:00 PM on Business Days shall be credited on the same day. All the deposits of funds to the Deposit Account made after 4:00 PM on Business Days or on non-Business Days shall be credited on the next Business Day.
- 5.6. The crediting times referred to in Clause 5.5 of this Contract may differ due to the requirements of legislation on the prevention of money laundering and terrorist financing.

Redemption of Electronic Money.

- 5.7. Electronic Money shall be redeemed at its nominal monetary value at any time upon the Customer's request to redeem it. The fees provided for in the Fees approved by the Company shall apply for the redemption of Electronic Money.
- 5.8. In case of redemption of Electronic Money, the Customer shall pay the fees for opening and / or maintaining the Electronic Money Account, provided such fees are set in the Fees approved by the Company and / or the Customer is informed about them in accordance with this Contract.

- 5.9. The Customer expresses its wish to redeem the Electronic Money by indicating in the System the amount of Electronic Money, that the Customer wishes to redeem from its Electronic Money Account, and the bank account opened in the Customer's name, to which the Customer wishes to receive the funds.
- 5.10. No additional conditions for redemption of Electronic Money than those provided for in this Contract shall apply. The amount of the redeemable Electronic Money shall be chosen by the Customer, except in the cases where the Company has the right to apply the restrictions on the redemption of Electronic Money.

Closing of an Electronic Money Account, refunding to the Customer.

- 5.11. If the Customer terminates the Contract and applies for closing of the Electronic Money Account as well as termination of the Customer's User Account, or if the Contract is terminated by the Company and the Customer's User Account is terminated in the cases specified in this Contract, the Electronic Money in the Customer's Electronic Money Account shall be redeemed at nominal value and the funds shall be transferred to the bank account specified by the Customer and opened in its name. The Company shall be entitled to deduct from such refunds the amounts due to the Company (e.g. the Commission due to the Company and unpaid by the Customer as well as the expenses incurred by the Company as a result of the Customer's breach of the Contract, e.g. the fines imposed on the Company by the competent authorities, international organisations or other financial institutions as a result, as well as the compensation of damages) and / or amounts due to the Operator under the Loan Contract. If there is a dispute between the Customer and the Company and / or the Operator, the Company shall be entitled to withhold the money subject to the dispute until the dispute is resolved.
- 5.12. If the Customer has not logged in to the User Account for more than a year and has not carried out any transaction, the Company shall be entitled to consider the User Account and the Electronic Money Account unused:
 - 5.12.1. the Company, having notified the Customer 30 calendar days in advance about such an unused User Account and / or Electronic Money Account, shall be entitled to terminate the Contract and close the User Account and / or Electronic Money Account provided they are unused and no funds are held in them;
 - 5.12.2. if there are funds in at least one unused Electronic Money Account, the Company shall not close the User Account, but shall close only the unused Electronic Money Accounts. If the Customer's User Account with the Electronic Money Account, where there are funds, remain unused for three months, the Company shall be entitled to apply the fee specified in the Fees for the maintenance of such unused User Account with the Electronic Money Account where there are funds.
- 5.13. If the Company fails to return the funds to the Customer due to reasons beyond the Company's control, the Customer shall be notified immediately. The Customer must immediately specify another account opened in its name or provide additional information necessary for the refund (execution of the payment).

Management and administration of the Electronic Money Accounts. Rights and obligations of the Parties.

- 5.14. The Electronic Money Account shall be managed using the System, accessed through the Customer's User Account and / or in other ways agreed upon by the Parties.
- 5.15. The Electronic Money Account shall be managed in euros only.
- 5.16. The Electronic Money held in the Electronic Money Account is not a deposit and the Company shall not pay interest or provide any other benefit related to the length of the period during which the Customer holds the Electronic Money in the Electronic Money Account.
- 5.17. The Company, having opened an Electronic Money Account, undertakes:
 - 5.17.1. upon the Customer's transfer of the funds to the Deposit Account, to issue and credit the Electronic Money at nominal value to the Customer's Electronic Money Account;

- 5.17.2. upon the Customer's request, to redeem the Customer's Electronic Money by transferring the funds to the bank account specified by it and which has been opened in its name;
 - 5.17.3. to accept and execute Payment Orders only if the Electronic Money Account has sufficient funds to execute Payment Orders and pay fees for services provided or transactions executed according to the Fees, during the Company's Business Day, but no later than established by the laws of the Republic of Lithuania. If a Payment Order specifies a later date of its execution, to execute the Payment Order on the Company's Business Day specified therein;
 - 5.17.4. to debit funds from the Electronic Money Account, unless the laws of the Republic of Lithuania or the Contract provide otherwise, in accordance with the order of receipt of the Customer's payment orders and other documents (calendar order);
 - 5.17.5. The Company shall not be held liable if the Customer, when submitting Payment Orders to the Company to debit funds from the Electronic Money Account, has not complied with the order of satisfaction of the claims submitted to the Customer, which is established by the laws of the Republic of Lithuania;
 - 5.17.6. to provide services and execute transactions, charged in accordance with the Fees approved by the Company and valid at the relevant time and published on the website at www.nordstreet.com, unless the Parties have agreed otherwise;
 - 5.17.7. at the Customer's request, to provide information on the status of the Electronic Money Account, as well as Electronic Money Account statements, which specify the Electronic Money balance and transactions executed, exclusively to the Customer and / or the Customer's Representative. The Company shall be entitled to provide this information to other persons without the consent of the Customer and / or the Customer's Representative only in the cases provided by the laws of the Republic of Lithuania;
 - 5.17.8. to provide consultations to the Customer on the issues of the Electronic Money Account management;
 - 5.17.9. to fulfil other obligations of the Company specified in this Contract.
- 5.18. The Customer in whose name the Electronic Money Account is opened undertakes:
- 5.18.1. when opening, managing and closing the Electronic Money Account, to submit the documents and data required by the Company, attesting to the right of the Customer and / or the Customer's Representative to manage the Customer's Electronic Money Account and dispose of the funds therein;
 - 5.18.2. to pay for the execution of Payment Orders and other services provided by the Company in a proper and timely manner the fees specified in the Fees approved by the Company, which the Company has the right to debit on the day of execution of the Payment Transaction or provision of the services. If there are insufficient funds to debit the fee on the day of the transaction or provision of the service, the Customer agrees that the fee for the transaction executed or services provided will be debited on any other day when there is a sufficient balance of funds;
 - 5.18.3. to ensure that the Electronic Money Account has sufficient funds to execute the Payment Order and pay the fee for the services provided and transactions executed;
 - 5.18.4. to ensure that the Electronic Money Account has sufficient funds to execute the automatic investment function, when the Customer is the lender and the automatic investment agreement is concluded with the Operator;
 - 5.18.5. to ensure that the Electronic Money Account has sufficient funds when the client is the borrower, that the loan payment, interest and other mandatory payments under the Loan Agreement are offsetted in a timely manner in accordance to the loan repayment schedule set out in the Loan agreement;
 - 5.18.6. in the event of a change in any data submitted by the Customer to the Company, immediately, but no later than within 1 Business Day, to notify the Company thereof and submit the

- documents attesting to this. The Customer not having duly fulfilled the obligations provided for herein, shall be held fully liable for all consequences arising therefrom;
- 5.18.7. to immediately notify the Company about the funds erroneously credited to the Electronic Money Account or debited from the Electronic Money Account. If there are insufficient funds in the Electronic Money Account to debit the erroneously credited amounts, the Customer unconditionally undertakes to return the erroneously credited funds to the specified account within 3 (three) Business days from the date of receipt of the Company's request;
 - 5.18.8. The Customer warrants that it will not be using the services provided by the Company for any illegal purposes, including actions and operations aimed at laundering the funds obtained through criminal or other illicit means;
 - 5.18.9. to fulfil other obligations of the Customer specified in this Contract.
- 5.19. The Company, having opened an Electronic Money Account, shall be entitled:
- 5.19.1. to refuse to execute the submitted Payment Order or provide other services if there is a suspicion that the order was submitted by a person who has not been duly authorised by the Customer, as well as in cases where there is a suspicion that the documents submitted to the Company are forged. In the latter case, the Company shall be entitled to request for the submission of additional documents and / or information;
 - 5.19.2. if it turns out that the funds have been erroneously credited to the Electronic Money Account or erroneously debited from the Electronic Money Account on the fault of the Company, as well as if other erroneous Electronic Money Account transactions have been found, to correct these errors without an additional consent or prior notification of the Customer;
 - 5.19.3. not to accept and execute out the Customer's Payment Orders to carry out transactions in the Electronic Money Account, if the funds in the Electronic Money Account have been seized or the Customer's right to dispose of the funds in the Electronic Money Account has otherwise been restricted;
 - 5.19.4. to debit funds from the Electronic Money Account without a separate consent of the Customer in enforcement of a court ruling or in other cases provided for by the laws of the Republic of Lithuania;
 - 5.19.5. to suspend the redemption of funds from the Electronic Money Account until the Customer settles all its debts to the Company or in other cases provided for by the laws of the Republic of Lithuania;
 - 5.19.6. to debit the fees payable by the Customer for the services provided and transactions executed, in accordance with the Fees approved by the Company, from the Customer's Electronic Money Account on the day of providing the service or execution of the transaction, unless otherwise specified in this Contract or other contracts concluded between the Company and the Customer;
 - 5.19.7. if the orders to debit the Electronic Money Account in the cases provided for by the applicable legal acts have been submitted by third parties, as well as if the Contract (or other agreements concluded between the Customer and the Company) provides for the Company's right to debit the amounts payable by the Customer to the Company from the Electronic Money Account, the Company shall execute the orders, submitted by the Customer itself, to debit the funds from the Electronic Money Account only after (i) satisfying the claims to debit funds from the Electronic Money Account submitted by those third parties and (ii) debiting from the Electronic Money Account the amounts payable by the Customer to the Company;
 - 5.19.8. not to execute (or suspend execution) any Payment Orders of the Customer submitted on the basis of this Contract and to notify, on the same day, the Customer having submitted the order (except in cases when such notification is not possible in the cases provided for by applicable legal acts) or terminate the Contract with the Customer in the cases specified in the legal acts on prevention of money laundering and terrorist financing and the related internal documents of the Company;
 - 5.19.9. to exercise other rights of the Company specified in this Contract.

- 5.20. The Customer for whom the Electronic Money Account has been opened shall be entitled:
- 5.20.1. to execute Electronic Money Account transactions and use other services provided by the Company in accordance with this Contract and other agreements concluded with the Company, as far as the conclusion of crowdfunding agreements (Loan Contracts) on the Platform is concerned;
 - 5.20.2. to exercise other rights of the Customer specified in this Contract.
- 5.21. The fees for opening and maintaining the User Account and the Electronic Money Account are specified in the Fees, approved by the Company and published on the website at www.nordstreet.com.
- 5.22. If a dispute has arisen between the Company and the Customer, the Company shall be entitled to detain the Electronic Money in the Customer's Electronic Money Account, that is subject to the dispute, until such dispute is resolved.

6. PROVISION OF PAYMENT SERVICES

Use of the Payment Services provided by the Company.

- 6.1. The Customer and / or the Customer's Representative authorised to manage the User Account may use the Company's services only after properly logging in to the Customer's personal User Account.
- 6.2. The Customer's Electronic Money Account may be used only for payment orders executed under the Loan Contracts, having been concluded on the Platform, to another Customer, i.e. between the Lenders and the Borrower, as provided in the Terms and Conditions of Use. The Customer shall not be able to use the Payment Services for purposes not related to the conclusion of crowdfunding agreements (Loan Contracts) on the Platform.
- 6.3. Taking into account that the Company provides access to the Electronic Money Account and the Payment Services provided by the Company only for the purpose of concluding crowdfunding agreements (Loan Contract) on the Platform administered by the Operator, the Company provides only the following Payment Services:
- 6.3.1. payment transactions, including the transfer of funds on a payment account with the institution of the payment service provider of the payment service user or another payment service provider: direct debit transfers, including one-off direct debit transfers, payment transactions using a payment card or a similar instrument and / or credit transfers, including periodic transfers;
 - 6.3.2. money transfers;
 - 6.3.3. issuing payment instruments and / or processing incoming payments.
- 6.4. The Company does not make it possible to withdraw funds in the Electronic Money Account, nor does it provide currency conversion services to the Customers.

Authorisation of a Payment Transaction, execution of a Payment Order.

- 6.5. A Payment Transaction is considered authorised only upon the Customer's Consent. The Customer's Consent is given electronically (in the System) when the Customer and / or the Customer's Representative submits the Payment Order for execution on behalf of the Customer through its User Account. The Consent approved in the manner provided for in this Clause of the Contract shall be deemed duly approved by the Customer, having the same legal force as the paper document signed by such Customer (Consent), acceptable as proof in resolving disputes between the Company and the Customer in courts and other institutions. The Customer shall not be entitled to dispute a Payment Transaction executed by the Company, provided the Payment Transaction has been authorised by the Consent submitted in the manner specified in this Clause of the Contract.
- 6.6. Execution of Payment Orders from the Customer's Electronic Money Account upon logging in to the User Account shall be carried out in the following manner:
- 6.6.1. in order to execute a Payment Transaction for another Customer (Borrower), the Customer (Lender) must submit a Payment Order – a proposal to finance the Loan Contract in accordance with the Terms and Conditions of Use. In this way, the Customer confirms its

- consent to the execution of the Payment Order. A Payment Order is considered received when the Borrower accepts the submitted offers;
- 6.6.2. submission of a Payment Order for Execution on the User Account is the Customer's consent with execution of the Payment Transaction and cannot be revoked;
- 6.6.3. the Payment Order shall be executed within 1 Business Day after the conclusion of the Loan Contract in accordance with the relevant Terms and Conditions of Use, unless the Payment Transaction is suspended in the cases specified in the applicable legal acts or the Contract.
- 6.7. The Customer must ensure that there would be a sufficient amount of money in its Electronic Money Account, that would be needed for the execution of the Customer's Payment Order. If there are insufficient funds in the Customer's Electronic Money Account to execute the Payment Transfer, the Payment Transfer shall not be executed.
- 6.8. Payment Orders submitted by the Customer must be clear, unambiguous, executable and revealing the Customer's clearly expressed will. The Company shall not be held liable for errors, discrepancies, repetitions and / or contradictions contained in the Payment Orders submitted by the Customer. If the submitted Payment Order does not contain sufficient data or there are other deficiencies, the Company shall be entitled to refuse to execute such a Payment Order by immediately notifying the Customer thereof, unless such notification is technically impossible or prohibited by the applicable legal acts.
- 6.9. The moment of receipt of the Customer's Payment Order shall be considered to be the moment when the Company receives the Payment Order. If such moment of receipt of the Payment Order is not a Business Day of the Company, the Payment Order shall be deemed to be received on the next Business Day of the Company. A Payment Order received by the Company on a Business Day after the business hours set by the Company shall be deemed received on the next Business Day of the Company.
- 6.10. Prior to the commencement of the execution of a separate Payment Transaction initiated by the Customer under the Contract, the Company shall be obliged to provide, at the Customer's request, the information on the maximum execution time of that Payment Transaction, the Commission payable and the breakdown of the Commission.
- 6.11. The Company shall execute Payment Transactions in Euros (executed in Lithuania and to other EU / EEA Member States) by the end of the next Business Day, after the moment of receipt of the Payment Order, having completed the suspicious payment verification procedure and having made sure of the Customer's compliance with the legal requirements. If the Payment Order (for Payment Transactions executed in euros in Lithuania) is received on a Business Day by 12 noon, the Payment Transaction shall be executed on the same Business Day.
- 6.12. The Company shall be entitled to record and store any Payment Orders submitted by the Customer and to record and store information on all Payment Transactions that have been executed in accordance with the Payment Order submitted by the Customer. The Company may provide the records referred to herein to the Customer and / or to third parties eligible to obtain such data under the legal acts, as evidence attesting to the submitted Payment Orders and / or executed Payment Transactions.
- 6.13. The Payment Orders submitted by the Customer must comply with the requirements for their submission and / or content, established by legal acts and by the Company.
- 6.14. The Company shall be entitled to refuse to execute a submitted Payment Order if there are reasonable doubts that the Payment Order was not submitted by the Customer or its lawful representative, or the documents submitted to the Company are forged. If the Company has reasonable doubts that the Payment Order was not submitted by the Customer or its lawful representative or has doubts as to authenticity of the documents submitted to the Company, or has other doubts as to legality or content of the submitted Payment Order, the Company shall be entitled to request that the Customer additionally confirmed the submitted Payment Order and / or submitted to the Company the documents attesting to the right of persons to dispose of money or other documents specified by the Company. In the cases referred to herein, the Company shall seek to protect the legitimate interests of the Customer, the Company and / or other persons, therefore the Company shall not be held liable for the damages that may arise due to the refusal to execute the Payment Order submitted.

- 6.15. Prior to the execution of the Payment Order submitted by the Customer, the Company shall be entitled to request that the Customer submitted the documents proving the legal origin of the money related to the execution of the Payment Order. Should the Customer fail to submit such documents, the Company shall be entitled to refuse to execute the relevant Payment Order.
- 6.16. The Company having refused to execute the Payment Order submitted by the Customer, shall immediately notify the Customer thereof or make such a notification available to it, except in cases when such notification is technically impossible or prohibited by applicable legal acts.
- 6.17. The Company shall not accept or execute the Customer's Payment Order at the Customer's expense, if the Company is aware that the Customer's funds have been seized or the Customer's right to dispose of the funds is restricted in another lawful manner, as well as when the transactions executed by the Company are suspended in the cases prescribed by the legal acts. However, the Parties agree that the Company shall not be obliged to check whether the Customer's funds have not been seized or the Customer's right to dispose of the funds is not restricted in another lawful manner, nor shall the Company assume any responsibility related to the Customer's right to dispose of funds.
- 6.18. Upon receipt of the Payment Order, the Company shall immediately provide the Customer with access to the following data upon logging in to its personal User Account:
 - 6.18.1. the information enabling the Customer to identify each Payment Transaction and information related to the payee;
 - 6.18.2. amount of the Payment Transaction;
 - 6.18.3. amount of the Commission for the Payment Transaction and how it is broken down;
 - 6.18.4. date of the Payment Order.
- 6.19. The Customer, upon logging in to the System, may check the history of its Payment Transactions, as well as find the information specified in Clause 6.18 of the Contract.

7. COMMUNICATION BETWEEN THE PARTIES

- 7.1. The Company may present notifications to the Customer in the following manner:
 - 7.1.1. by posting them individually in the User Account; and / or
 - 7.1.2. by sending to the e-mail address specified by the Customer during the registration with the Platform; and / or
 - 7.1.3. by posting corresponding messages on the Platform.
- 7.2. The Customer warrants that the Company's notice presented in any manner referred to in Clause 7.1. will be considered as duly presented. The Customer also warrants that the notice presented by the Company in any manner referred to in Clause 7.1 shall be deemed to have been received on the next Business Day following the date of presentation of the respective notice.
- 7.3. All notices of the Parties shall be sent in an Acceptable Language or in the language in which the Contract has been made available to the Customer.
- 7.4. The Customer may receive a consultation on all issues related to the System and the performance of the Contract by sending its query by e-mail specified on the Company's website or by filling in the application in the Customer's User Account.
- 7.5. The Parties shall immediately inform each other of any circumstances relevant to the performance of the Contract. The Customer must provide documents attesting to the following facts (e.g.: change of the Customer's name, address, e-mail, telephone number, other contact details, change of the Customer's Representatives, initiation and institution of the Customer's bankruptcy, restructuring proceedings, the Customer's liquidation, reorganisation, restructuring, etc.), whether or not this information has been transferred to public registers.
- 7.6. The Company shall be entitled to require that the documents drawn up abroad be translated, legalised or certified with the Apostille mark, unless otherwise provided by the legal acts.
- 7.7. All costs of drawing up, presentation, approval and translation of the documents submitted to the Company shall be borne by the Customer.

- 7.8. The Customer shall be entitled to get acquainted with the current version of the Contract and other applicable documents related to the terms and conditions of the Payment Service at any time upon logging in to its User Account.

8. VALIDITY, AMENDMENT AND TERMINATION

- 8.1. The Contract shall enter into force upon registration of the Customer with the System, after the Customer's Representative has become acquainted with the terms of this Contract and electronically expressed its consent to comply with them. The Contract shall be valid indefinitely. Registration of the Customer in the System shall mean the Customer's warranty that it agrees with the terms and conditions of the Contract and undertakes to comply with them.
- 8.2. The Company shall be entitled to amend the Contract and / or other documents related to it by informing the Customer about the respective amendments no later than 60 calendar days prior to the effective date of the amendment. The said notice on the amendment of the Contract and / or other documents related thereto shall be delivered to the Customer at the e-mail address notified to the Customer in person or in the User Account, or shall be published on the Platform. The published notice shall be deemed to be a proper written notification of the Customer about the unilateral amendment of the Contract and / or other documents related thereto. The Customer shall be deemed to have consented to these amendments unless it notifies the Company, before the effective date of the amendments, that it does not agree with them. In this case, the Customer shall be entitled to terminate the Contract immediately and without paying any commission before the date on which the amendments will take effect. If the Customer does not exercise the right to terminate the Contract before the amendments come into force, it shall be considered that the Customer consents to the amendments made.
- 8.3. The Customer shall not be entitled to unilaterally change the terms and conditions of the Contract.
- 8.4. The Customer shall be entitled to unilaterally terminate the Contract by notifying the Company thereof at least 30 calendar days in advance.
- 8.5. The Company shall be entitled to unilaterally, without a separate notice to the Customer, terminate the Contract if there have been no transactions involving the Customer's Electronic Money Account for more than 3 months or set an Electronic Money Account service fee, by notifying the Customer in advance of setting of such a fee. Transactions shall be deemed not to have been executed if the Electronic Money Account has not been replenished at the Customer's initiative.
- 8.6. The Company shall be entitled to unilaterally terminate the Contract by notifying the Customer in writing no later than 60 calendar days in advance.
- 8.7. In case of termination of the Contract, the Company shall deduct from the money due to the Customer the amounts payable by the Customer to the Company for the services provided by the Company (Electronic Money Account opening and / or maintenance fees, if such fees were charged), fines, penalties, damages and other amounts paid to the state or third parties, which have been incurred or paid by the Company through the fault of the Customer. In the event that there are insufficient funds in the Customer's Electronic Money Account to cover all the amounts specified herein, the Customer undertakes to transfer the specified amounts to the account specified by the Company no later than within 3 Business Days from the Company's request. If the Company recovers part of the amounts paid to third parties, the Company shall immediately repay the recovered amounts to the Customer.
- 8.8. Termination of the Contract shall not release the Customer from the proper fulfilment of all the obligations to the Company having arisen before the date of termination of the Contract.
- 8.9. Upon termination of this Contract with the Customer by the Company, the Customer's Electronic Money shall be redeemed in accordance with the procedure established in this Contract.

9. LIABILITY OF THE PARTIES

- 9.1. Each Party shall be held liable for any and all losses incurred by the other Party as a result of a breach of the Contract by the guilty Party. The guilty Party undertakes to reimburse the injured Party for the damages incurred due to the breach of the Contract. The liability of the Company under the Contract shall in all cases be limited pursuant to the following provisions:
- 9.1.1. the Company will be held liable only for the direct damages of the Customer;

- 9.1.2. in all cases, the Company will not be held liable for the Customer's lost profits and income, loss of reputation, loss or collapse of business, indirect damages;
- 9.1.3. limitations on the Company's liability will not apply if such limitations are prohibited by the applicable legal acts.
- 9.2. The Company shall not ensure an uninterrupted operation of the System, as the operation of the System may be affected by many factors beyond the Company's control. The Company shall make every effort to ensure the smoothest possible operation of the System, but the Company shall not be held liable for the consequences of the malfunctions of the System, provided such malfunctions have occurred not through the Company's fault (e.g. malfunctions of the data centre, Internet connection, and other similar malfunctions). Taking into account that the System is integrated into the Platform administered by the Operator, the Company shall also not be held liable should the System become inaccessible to the Customers due to malfunctions of the Platform administered by the Operator.
- 9.3. The Customer shall be held liable and undertakes to indemnify for any damages incurred by the Company, other Customers of the Company and third parties in the course of use of the Company's Payment Services and due to infringement of this Contract by the Customer.
- 9.4. The Customer shall be held liable for all damages incurred due to unauthorised Payment Transactions, if those damages have been incurred due to the use of a lost or stolen payment instrument; illegal appropriation of a payment instrument in the event of the Customer's failure to safeguard the personalised security features (including the means of identification).
- 9.5. The Customer must regularly (at least once a month) check the information on Payment Transactions executed in the System on its behalf and notify the Company in writing about unauthorised or improperly executed Payment Transactions, as well as about any other errors, discrepancies or inaccuracies. The notification must be submitted immediately, but no later than within 60 calendar days from the day when the Company, in the opinion of the Customer, executed an unauthorised Payment Transaction or executed the Payment Transaction improperly. Should the Customer fail to submit the specified notifications within the set time limit, it shall be deemed that it has unconditionally agreed with the Payment Transactions executed in the System on its behalf. The Customer must provide the Company with any available information about unauthorised access to the User Account or any other unlawful activity and take all reasonable steps as directed by the Company to assist in the investigation of the unlawful activity.
- 9.6. A Party shall be released from liability for non-performance of the Contract if it proves that the Contract has not been performed due to force majeure circumstances proven in accordance with the procedure established by the applicable legal acts. The Customer must notify the Company in writing about the force majeure circumstances preventing the performance of the Contract within 10 calendar days from the date of occurrence of the said circumstances.

10. SETTLEMENT OF DISPUTES AND HANDLING OF COMPLAINTS

- 10.1. Disputes or other disagreements or claims arising out of or in connection with the Contract shall be settled through negotiations. If the dispute or other disagreement cannot be resolved through negotiations, the dispute shall be resolved in court in accordance with the laws of the Republic of Lithuania.
- 10.2. The Customer may submit any claim or complaint regarding the Payment Services provided by the Company by sending a notice to the Company's e-mail or by sending a notice through its User Account. The claim must indicate the circumstances and supporting documents on the basis of which the claim has been drawn up. The Company will examine the Customer's claim or complaint and provide the Customer with a detailed, reasoned, documented response no later than within 15 Business Days from the date of receipt of such a claim. In exceptional cases, when for the reasons beyond the Company's control, a response cannot be provided within 15 Business Days, the Company will send a tentative response to the Customer, clearly stating the reasons for the delay in responding to the complaint and the deadline for the Customer to receive a final response. In any case, the deadline for the final response will not exceed 35 Working Days. The Company shall be handling the Customers' claims free of charge.

- 10.3. The Customer (a consumer), who believes that the Company has violated its rights or legitimate interests arising from the Contract or related relationship, shall be entitled to apply to a court or an institution dealing with consumer disputes out of court – the Bank of Lithuania. The Customer's application to the Bank of Lithuania shall not deprive the Customer of the right to apply to a court.
- 10.4. The Customer (consumer) may submit a complaint to the Bank of Lithuania by fax, e-mail in accordance with the Regulations for Examination of Requests, Complaints, Notices and Service of Persons at the Bank of Lithuania by e-mail (to info@lb.lt or prieziura@lb.lt), via the [electronic financial services dispute resolution system](#) and in writing (to the address Žalgirio g. 90, LT-09303, Vilnius, Republic of Lithuania). More information is available on the [website](#) of the Bank of Lithuania.
- 10.5. In any case, the Customer, who believes that the Company has violated its rights or legitimate interests arising from the concluded agreements or related relations, has the right to apply directly to the court. However, the Company shall seek to resolve all disputes amicably, expeditiously and on the terms acceptable to the Parties. Therefore, in the event of a dispute, the Customers are encouraged to, first of all, contact the Company directly in order to resolve the disputes arisen amicably, through negotiations.
- 10.6. The law of the Republic of Lithuania shall apply to this Contract, other related documents, as well as to relations not regulated by the Contract of the Parties. All disputes arising out of or in connection with this Contract shall be settled in the competent court of the Republic of Lithuania in accordance with the procedure established by the laws.

11. FINAL PROVISIONS

- 11.1. Each Party warrants that it has all the authorisations required under the applicable legal acts to take the actions required for performance of this Contract.
- 11.2. The Parties shall be independently responsible for the fulfilment of all the tax obligations to the state or other entities. The Company shall not be liable for the fulfilment of the Customer's tax obligations, calculation and transfer of taxes applicable to the Customer.
- 11.3. The Customer shall not be entitled to assign the rights and obligations arising from this Contract to third parties without the prior written consent of the Company.
- 11.4. The Company reserves the right to assign the rights and obligations arising from this Contract to third parties at any time without the consent of the Customer, provided that such an assignment of the rights and obligations is not objected to by the legal acts.
- 11.5. If any provision of the Contract is declared invalid, the remaining provisions of the Contract shall continue in full force and effect.
- 11.6. The links to the websites provided in the Contract and other documents related to the Contract, provided for reference in the System, shall be integral parts of this Contract and shall be applicable in respect of the Customer from the entry into force of this Contract. By consenting to the terms and conditions of this Contract, the Customer, among other things, warrants having acquainted with all the documents provided in the System.