

FACTORING AGREEMENT GENERAL PART

(Version No 1, effective from 24-09-2025)

1. DEFINITIONS AND ABBREVIATIONS

1.1. Payment Term – The number of calendar days within which the Debtor must pay the Invoice. In case of a discrepancy between the terms specified in the Invoice and the Agreement, the term specified in the Invoice shall apply.

1.2. Advance – The Invoice(s) or a part thereof, issued to Debtors, submitted to the Bank by the Client and approved by the Bank, which is unpaid, and which the Bank pays to the Client in accordance with the procedure established in the Agreement. The amount of the Advance is determined separately for each Debtor and specified in Annex 1 of the Agreement.

1.3. Debtor – A person who purchases goods or services from the Client and for whom the Bank has set a Debtor Limit.

1.4. Debtor Limit – The maximum sum of Purchase Prices set for a certain term according to Invoices issued to one Debtor and approved by the Bank, from which the Bank may pay the Client the Advance, without exceeding the Limit. Debtor Limits are specified in Annex 1 of the Agreement.

1.5. Debtor Limit Validity Period – The period during which the Client has the right to submit and has submitted, and the Bank has received, Invoices issued to a specific Debtor. The Debtor Limit Validity Periods are specified in Annex 1 of the Agreement.

1.6. Client Self-Service System – The Bank's online system used by Clients to submit Invoices to the Bank.

1.7. Compensatory Interest – A measure for securing the performance of obligations, which the Client who has breached or failed to perform a payment obligation under the Agreement must pay to the Bank. The percentage of Compensatory Interest per day on the amount of the unfulfilled (improperly fulfilled) payment obligation is determined in the Special Part of the Agreement.

1.8. Funds Collection Administration – The administration of funds collection, without paying out an Advance, based on the Invoices submitted by the Client to the Bank, including the registration of data from Invoices submitted by the Client, administration of Invoice payments, and submission of notices to the Debtor regarding overdue Invoices.

1.9. Balance – The difference between the Purchase Price and the Advance paid.

1.10. Limit – The maximum amount specified for a certain term in the Special Part of the Agreement, which the Bank shall not exceed when paying Advances to the Client based on unpaid Invoices from all Debtors approved by the Bank.

1.11. Limit Validity Period – The term specified in the Special Part of the Agreement during which the Client has the right to submit Invoices issued to a Debtor (whose Debtor Limit Validity Period is valid) to the Bank, and during which the Bank has received them in accordance with the procedure established in the Agreement.

1.12. Non-Payment Risk Insurance – Insurance against the risk of non-payment of the Debtor's debt obligations transferred by the Client to the Bank, arising from goods sold and services provided under the Commercial Agreement, due to the Debtor's insolvency or long-term non-fulfilment of obligations. This insurance applies under the terms and conditions established in the Agreement, in all cases adhering to the Non-Payment Risk Insurance terms.

1.13. Interest – Interest payable by the Client to the Bank, the amount of which is stipulated in the Special Part of the Agreement. The Client pays Interest for the use of the monetary funds provided by the Bank under the Agreement. Interest is calculated on the amount of the Advance paid by the Bank.

1.14. Purchase Price – The amount (price) specified in the Invoice for goods transferred, services provided, or works performed for the Debtor, which includes all taxes calculated in accordance with the procedures established by legal acts, and which the Debtor must pay to the Client under the Commercial Agreement.

1.15. Approved Purchase Price Part – The part of the Purchase Price that the Bank has approved after receiving the Invoice and related documents from the Client, and from which the Bank calculates the Advance.

1.16. Commercial Agreement – An agreement or other arrangement, as well as an order, concluded between the Client and the Debtor, under which the Client sells goods, provides services, or performs works and thus acquires a Claim Right against the Debtor.

1.17. Claim Right – The right to a monetary claim arising from the Invoice, including interest, penalties, and means securing the implementation of this right as stipulated in the Commercial Agreement.

1.18. Reserved Amount – The part of the Purchase Price that becomes unapproved by the Bank due to the reasons specified in Clause 3.5.1 of the General Part.

1.19. Invoice – A payment document submitted by the Client to the Debtor in accordance with the Agreement, containing all necessary requisites and complying with the requirements of the laws of the Republic of Lithuania and the Agreement.

1.20. Agreement-Notice – An agreement and notice between the Bank, the Client, and the Debtor, or between the Bank and the Client, to the Debtor regarding the execution of the Commercial Agreement and the Agreement, and the terms and conditions of Invoice payment.

1.21. Agreement – The Special Part of the Factoring Agreement, the General Part of the Factoring Agreement, and the Annexes to the Agreement. The General Conditions, Payment Conditions, Price List, and any other documents and agreements specified by the Bank also apply to the relationship between the Bank and the Client under the Agreement.

1.22. General Part – This General Part of the Factoring Agreement, which is published and constantly accessible to the Client on the Bank's website <https://finorabank.eu/>.

1.23. Fees – Payments made by the Client to the Bank as specified in the General Part.

2. TRANSFER OF CLAIM RIGHTS

2.1. By signing the Agreement, the Client undertakes to transfer the Claim Rights to its Debtors' debts, arising from the Commercial Agreements concluded between the Client and the Debtors and the Invoices issued by the Client to the Debtors, to the Bank under the specified conditions. The Bank, in turn, undertakes to take over such transferable Claim Rights under the established conditions and pay the Client an Advance and, if such obligation arises under the terms of the Agreement, the Balance.

2.2. By acquiring the Claim Rights, the Bank does not assume the Client's obligations to the Debtor under the Commercial Agreement, including those related to the quantity or volume of goods or services, performance of works, quality, completeness of goods, delivery, installation, warranty maintenance, or the provision of other services arising from the Client's duties to the Debtor.

2.3. Together with the Claim Rights, the Client transfers to the Bank all additional rights ensuring the proper execution of the Commercial Agreement, formalizing this in the relevant documents (surety agreements, promissory notes, etc.) and submitting them to the Bank.

2.4. Claim Rights shall be considered transferred to the Bank from the moment the Invoice is issued.

2.5. A notice of the Transfer of Claim, the content of which is specified in the Special Part of the Agreement, must be clearly legible and printed on the first page of the Invoice, observing the requirements set out in Clause 3.3 of the General Part. The Invoice must not contain any corrections or strikeouts, or any information that may mislead Debtors, such as account numbers of other persons, details of persons unrelated to the Commercial Agreement, and the like. The Invoices submitted to the Debtor and the Bank must be identical. If the Invoice is issued in English and not Lithuanian, an analogous notice must also be provided in English.

2.6. The Parties agree that the submission of the Invoice and other requested documents to the Bank constitutes the Client's unconditional confirmation that:

2.6.1. The Commercial Agreement is valid, the Client has a full, valid claim against the Debtor, and the sale of goods or provision of services for which the Invoice was issued to the Debtor has been properly fulfilled. That is, the goods and services meet the legal, technical, quantitative, assortment, and quality requirements established in the Commercial Agreement between the Client and the Debtor, and these goods or services were provided fully, at the correct location, in the correct manner, and on time, in proper compliance with the terms of the Commercial Agreement.

2.6.2. The Client, by submitting the Invoice, has notified the Debtor about the conclusion of the Agreement with the Bank and the transfer of the Claim Rights to the Bank, as well as the obligation to pay the amount specified in the Invoice to the Bank, in the manner and within the term indicated therein, unless the Parties have agreed otherwise in writing.

2.6.3. The Debtor does not have any homogenous counterclaims against the Client that would allow for set-off and whose term is due or is indefinite or defined upon request.

2.6.4. The Client and the Debtor have definitively agreed on the Invoice amount (the value of the goods or services plus VAT) and the Debtor has no complaints or objections regarding the Purchase Price, its basis, and the Payment Term specified in the Invoice.

2.6.5. The Client is not entitled to offer or propose to the Debtor any discounts for those goods or services for which Invoices have already been submitted to the Bank. In the event that the Purchase Price under the Invoice or the Commercial Agreement depends on the date of payment, the Bank, when paying the Advance against the Invoice, has the right to use the lowest possible Purchase Price.

2.6.6. The Client and/or the Debtor have not taken and will not take any actions whatsoever that could prevent the Bank from properly receiving the full payment from the Debtor for the Invoices transferred in favour of the Bank.

3. ADVANCE PAYMENT

3.1. The Client, in order to receive the Advance, must submit documents of acceptable form and content to the Bank, as specified in the Special Part of the Agreement. Documents shall be submitted by the methods of document submission to the Bank specified in the Agreement: by e-mail: factoring@finorabank.eu or via the Client Self-Service System.

3.2. If the Client wishes to receive a smaller Advance amount than stipulated in the Agreement, the Client must fill out and submit a request to the Bank before submitting the Invoices (or Invoice data, if provided for in the Agreement), indicating the smaller desired Advance amount or a request not to pay the Advance.

3.3. The content of the Invoices issued to the Debtor and submitted to the Bank must be identical. The Invoices must be clearly and legibly issued, with no corrections, deletions, strikeouts, or signs of mechanical, chemical, or other impact. The Bank will not accept Invoices issued in non-compliance with the requirements of the legal acts of the Republic of Lithuania. Invoices must be issued in compliance with all legal requirements and must contain the mandatory data provided for by legal acts, including the following:

3.3.1. The Client's name, address, company code, and VAT payer code;

3.3.2. The amount payable and currency (the currency specified in the Invoice must match the Limit currency);

3.3.3. The date and number of the Commercial Agreement and/or order under which the Invoice was issued;

3.3.4. The Invoice series, number, and date of issue;

3.3.5. The term by which the Debtor must pay the Invoice for goods and services;

3.3.6. An entry certifying the transfer of the Claim Right with the content specified in the Agreement (see Special Part);

3.3.7. The name, surname, position, and signature of the Client's authorized person.

3.4. Upon receiving the necessary documents and/or request for the Advance payment from the Client, the Bank undertakes to review them and:

3.4.1. has the right to contact the Debtor for confirmation that the Debtor has received the goods or services and the Invoices submitted to the Bank from the Client, that the Claim Rights under these Invoices have been transferred to the Bank, and that the Debtor intends to pay them. Upon receiving the Debtor's confirmation acceptable to the Bank, the Bank shall transfer the Advance to the Client's account specified in the Agreement no later than the next business day.

3.4.2. if the Bank does not contact the Debtor and approves the Invoices, the Bank shall transfer the Advance to the Client's account specified in the Agreement no later than within 2 (two) business days from the date of receipt of the Invoices and other documents.

3.4.3. upon the Client's request to inform the Client, indicating the Invoices that are not approved and for which the Advance will not be paid out.

3.5. The Parties agree and the Client consents that:

3.5.1. The Bank has the right to unilaterally change the Approved Purchase Price Part, considering the Debtor Limit and Limit validity and the payment of the Purchase Price, as follows:

3.5.1.1. if the Debtor Limit expires for any reason, then from the next day, the entire amount of the Approved Purchase Price Parts according to the Invoices submitted to that Debtor until the expiry of the Debtor Limit is considered unapproved.

3.5.1.2. if the Limit expires for any reason, then from the next day, the entire amount of the Approved Purchase Price Parts according to the Invoices submitted to all Debtors until the expiry of the Limit is considered unapproved.

3.5.2. The Bank has the right to unilaterally reduce the Advance amount paid to the Client by the Reserved Amount and withhold the payment of the Reserved Amount. In the event that the unapproved part of the Purchase Price becomes approved, and all conditions for the Advance payment specified in the Agreement are fulfilled, and none of the circumstances specified in Clause 3.7 of the General Part are present, the Bank has the right to pay out the withheld Reserved Amount in accordance with the procedure established in the Agreement without a separate request from the Client;

3.5.3. in the event that the amount of the Approved Purchase Price Parts has not changed until the moment of the Advance payment, the Bank, before paying the Advance, has the right to cover all calculated amounts payable by the Client to the Bank upon the Advance payment but unpaid under the Agreement, and only then pay the remaining part of the Advance to the Client;

3.5.4. in the event that the Approved Purchase Price Part of any Invoice(s) for which the Bank has paid the Advance has changed in any of the ways specified in Clause 3.5.1 of the General Part, the Bank may, before paying the Advance, cover the amounts payable by the Client to the Bank calculated upon the Advance payment but unpaid under the Agreement and/or other agreements concluded with the Bank, reduce the Advance amount paid by the Reserved Amount, and pay the remaining part of the Advance to the Client.

3.6. The Bank shall pay the Advance only in the currency in which the Limit is set.

3.7. The Bank may refuse to pay the Advance if:

3.7.1. The Client submits the necessary documents for the Advance payment to the Bank less than 2 (two) calendar days before the expiration of the Payment Term specified in the Invoice or after the expiration of the established Debtor Limit Validity Period.

3.7.2. The Debtor to whom the Invoice is issued and/or the Client improperly performs or has failed to perform any monetary obligations to the Bank.

3.7.3. The Client submits a request and attaches documents after the expiration of the Limit and/or Debtor Limit Validity Period.

3.7.4. The documents submitted by the Client do not comply with the terms of the Agreement or are formalized in non-compliance with the requirements established by legal acts.

3.7.5. The Debtor Limit and/or the Limit will be exceeded upon the Bank's acceptance of the Invoice. However, the Bank has the right to accept Invoices regardless of whether the Debtor Limit and/or the Limit will be exceeded upon their acceptance.

3.7.6. The Debtor does not provide the Bank with the requested information.

3.7.7. The Client fails to perform or improperly performs the obligations assumed under the Agreement.

3.7.8. In the Bank's opinion, there are other important reasons or circumstances due to which the Bank cannot approve the Invoice (for example, it is suspected that the Invoice is forged, etc.).

3.7.9. In the Bank's opinion, the financial condition of the Client or the respective Debtor deteriorates compared to their financial condition on the date of signing the Agreement, or circumstances arise which, in the Bank's opinion, suggest that there is or may be a threat that the Client or Debtor will improperly perform, be unable to, or fail to properly perform their obligations under the Agreement / Commercial Agreement / other agreements or transactions (fails to meet its obligations to third parties, key suppliers refuse to cooperate, violates environmental requirements, legal acts of the Republic of Lithuania, resulting in sanctions or application of measures of influence by state governing institutions, accounts and/or other assets or part thereof are seized, etc.).

3.8. When submitting Invoices, the Client must indicate which of the submitted Invoices they would like to finance, i.e., for which Invoices they would like to receive the Advance. If this is not indicated, it is considered that they wish to receive the Advance for all submitted Invoices. The Client may request to finance the Invoices even after their submission by submitting a written request to the Bank. Upon receiving the Client's request, the Bank makes a decision regarding the financing of the Invoice each time. The Advance is paid only for those Invoices submitted to the Bank for which the Bank has made a positive decision to finance them. Notwithstanding this and/or other provisions of the Agreement, the Bank has the right to unilaterally, at any time, without prior notice and unconditionally refuse to provide (pay out) financing and/or review an already adopted decision to finance and/or revoke it, without providing the Client with any reasons for such a Bank decision. The Client confirms that they have assessed the significance of this condition and the consequences of its implementation, and that this condition has been properly disclosed and explained to them and is neither unfair nor unexpected.

3.9. The Bank is not responsible for the Client's material and other losses (both direct and indirect) related to the non-payment of the Advance if the Bank acted in accordance with the terms of the Agreement when not paying the Advance.

3.10. If the Advance is not paid for the Invoices, the Bank shall inform the Client, calculate the Invoice acceptance fee, and initiate the Funds Collection Administration for such Invoices, or has the right to unilaterally return the Claim Rights to the Client.

4. PAYMENT OF THE BALANCE

4.1. In the event that the Bank receives the Purchase Price or a part of it that exceeds the Advance paid to the Client, the Bank has the right to first deduct all amounts owed by the Client to the Bank under the Agreement and/or other agreements signed with the Bank from the Purchase Price or the part of it that exceeds the Advance paid to the Client. The Bank shall transfer the remaining part of the Purchase Price to the Client's account specified in the Agreement within 2 (two) business days. After performing the actions specified in this clause, the Bank has the right to return the Claim Rights to the remaining unpaid part of the Purchase Price to the Client.

4.2. If, prior to receiving the Purchase Price or the part of it that exceeds the Advance paid to the Client, the Approved Purchase Price Part of any Invoice(s) for which the Bank has paid the Advance has changed in the manner established in Clause 3.5 of the General Part, the Bank has the right to first deduct all amounts owed by the Client to the Bank under the Agreement and/or other agreements signed with the Bank, and any Reserved Amounts, from the Purchase Price or the part of it that exceeds the Advance paid to the Client. The Bank shall transfer the remaining part of the Purchase Price to the Client's account within 2 (two) business days. The Parties confirm that the Bank has the right to cover the Reserved Amounts in any order of its choice.

4.3. In the event that the Agreement is terminated due to the Client's improper fulfilment of obligations or the Debtor's payments to the Bank in accordance with the procedure established in the Agreement, or/and the Bank or third parties acting on the Bank's instruction commence collection from the Client and/or Debtor, or/and the Bank receives an insurance payout, regardless of the extent, procedure, or order in which the debt to the Bank is covered, the Client acquires the right to the Balance only after the entire debt to the Bank is fully covered. The debt is not itemized by Invoices, Debtor, or otherwise.

5. DEBTOR LIMIT AND LIMIT, THEIR REDUCTION OR CANCELLATION

5.1. The Bank has the right to unilaterally reduce or cancel the Limit and/or the Debtor Limit, by notifying the Client, if:

5.1.1. The Client or Debtor fails to perform or improperly performs their obligations under the Agreement and/or the Commercial Agreement.

5.1.2. The Client pays the Purchase Price with their own funds without the Bank receiving the Purchase Price from the Debtor and without a demand being made for the Purchase Price payment.

5.1.3. Circumstances emerge which, in the Bank's opinion, suggest that a threat has arisen or may arise that the Client or Debtor will fail to perform or improperly perform their obligation to pay the Bank under the transferred Claim Right, or the Bank receives information about the Client or Debtor which reasonably suggests that the Client or Debtor will fail to perform or improperly perform their obligation to pay the Bank. Also, if the Client or Debtor will be unable or incapable of properly fulfilling their obligations under the Agreement / Commercial Agreement / other agreements or transactions (fails to meet its obligations to third parties, key suppliers refuse to cooperate, violates environmental requirements, legal acts of the Republic of Lithuania, resulting in sanctions, or state governing institutions apply measures of influence, accounts and/or other assets or part thereof are seized, etc.);

5.1.4. It emerges that the Client and the Debtor are related persons (founders, majority of management board members, or owners are the same; they are related by close kinship or affinity; the Client and the Debtor are parent and subsidiary companies, one controls the other directly or indirectly, belong to the same group of companies, or otherwise have common interests or become such);

5.1.5. The Debtor Limit was set more than 6 (six) months ago and the Client has not applied to the Bank for an Advance payment during this period.

5.2. The reduction or cancellation of the Limit and/or Debtor Limit shall become effective from the date the Bank's notice is sent to the Client or from another date specified in the Bank's notice.

5.3. If the circumstances for the cancellation of the Limit and/or Debtor Limit change, the Bank has the right, upon the Client's request and the Bank's approval, to unilaterally decide to renew the Limit and/or Debtor Limit, by notifying the Client.

6. CLIENT'S AND BANK'S OBLIGATIONS

6.1. The Client undertakes to:

6.1.1. From the date of signing the Agreement, include the notice of the Claim Right transfer, the content of which is specified in the Special Part of the Agreement, in all Invoices issued to the Debtors specified in the Agreement.

6.1.2. After signing the Agreement, send the Agreement-Notice in the form determined by the Bank to the Debtor(s) regarding the concluded Agreement and return the signed one to the Bank.

6.1.3. After concluding the Agreement, changes to the terms of the Commercial Agreements must be agreed upon with the Bank in writing in advance if they could affect the Bank's ability to receive the full Purchase Price from the Debtor (e.g., if the amounts payable to the Bank decrease, or if settlement terms or conditions change).

6.1.4. If the Debtor, regardless of whether they were informed about the transfer of Claim Rights, pays the Purchase Price or part of it not to the Bank but directly to the Client or any other person, the Client must inform the Bank in writing no later than the next business day after becoming aware or having to become aware of such payment, and unconditionally transfer the Purchase Price to the Bank;

6.1.5. Immediately provide the Bank with all known information about events or circumstances that have or may have a negative impact on the Client's or Debtors' ability to timely and properly fulfil their obligations under the Agreement and/or Commercial Agreements, and also immediately inform the Bank about any known Debtor insolvency, bankruptcy, or restructuring proceedings initiated against the Debtor, or a decision made to declare bankruptcy/restructuring;

6.1.6. Refrain from any actions related to disposing of the Claim Rights transferred to the Bank. The Client acknowledges that all transactions concluded by disposing of the Claim Rights transferred to the Bank are considered null and void from the moment of their conclusion.

6.1.7. Immediately, but no later than 5 (five) business days from the date of the Invoice issue, submit to the Bank all Invoices or Invoice data (depending on the document submission method specified in the Agreement) issued by the Client to the Debtor under all Commercial Agreements, including credit/debit notes or their data, throughout the entire term of the Agreement;

6.1.8. After submitting a credit/debit note to the Bank, must repay the portion of the Advance equal to the amount specified in the credit/debit note to the Bank no later than within 3 (three) business days. If the Client fails to fulfil

this obligation, the Bank has the right to debit the amount of the credit/debit note from the Client's accounts at the Bank and/or reduce the amounts payable to the Client under the Agreement by the corresponding amount.

6.1.9. No later than 3 (three) business days from the date of receiving the Bank's request, provide the Bank with documents related to the fulfilment of the Client's obligations under the Agreement and/or the Commercial Agreement, the fulfilment of the Client's obligations to the Debtor, copies of Invoices, reports of acceptable content and form to the Bank regarding the amounts receivable by the Client from the Debtors, and all other documents requested by the Bank;

6.1.10. provide the Bank with the Client's financial statements, which are mandatory under the laws of the Republic of Lithuania, and other documents specified by the Bank and signed by the Client's manager, which, in the Bank's opinion, are necessary for the assessment of the Client's economic and financial activities or are related to the performance of the Client's obligations under the Agreement or to security measures. Annual financial statements must be submitted within 5 (five) months of the end of the financial year, and other documents within 10 (ten) days of the date of receipt of the Bank's request. The Client also undertakes to submit to the Bank, within 45 (fortyfive) days after the end of each calendar quarter, its balance sheet and profit (loss) statement for that quarter, signed by the manager. In cases specified by law or at the Bank's request, the Customer's annual financial statements must be audited by an auditor (audit company) acceptable to the Bank and submitted together with the auditor's opinion and audit report;

6.1.11. Familiarize the third party with the main terms of the Agreement if the Client's obligations under the Agreement are secured by measures for securing the performance of obligations provided by third parties.

6.1.12. Not perform any unilateral or mutual setoffs with the Debtor, regardless of their legal basis. Any attempt to perform a set-off or the actual performance of a set-off is considered a material breach of the Agreement with the resulting consequences.

6.1.13. Properly and timely pay the Bank Interest, Fees, and all other amounts payable under the Agreement, and fulfil other terms of the Agreement.

6.2. During the term of the Agreement, the Client undertakes to perform the following actions only after receiving the Bank's prior written consent:

6.2.1. Conclude agreements with Debtors, perform any mutual setoffs with Debtors, and/or any other actions that could affect the proper implementation of the acquired Claim Rights or grant the Debtors the right not to fulfil their obligations under the Claim Rights acquired by the Bank.

6.2.2. In any way lend funds to third parties under loan, credit, factoring, or other similar nature agreements concluded with any natural or legal persons, or perform any actions that have the effect of lending (e.g., securing the performance of principal obligations by guarantee, pledging assets, etc.);

6.2.3. Transfer its rights and/or obligations under the Agreement to third parties.

6.2.4. Create or allow the existence of pledges, restrictions, or other encumbrances on the Client's any (current or future) ownership, assets, income, rights, or obligations, including but not limited to patents, trademarks, or other intellectual property, except for existing pledges, restrictions, or encumbrances disclosed to the Bank.

6.2.5. Sell, donate, lease, transfer, or otherwise dispose of all or any part of its assets, rights, or income through concluded transactions, or otherwise encumber them until the full proper fulfilment of obligations under the Agreement, excluding sale, lease, transfer in the course of ordinary economic activity at market value.

6.3. The Bank undertakes to:

6.3.1. Provide the Client with opportunities to submit Invoices in the Client Self-Service System or in another manner agreed upon with the Client (by phone, e-mail).

6.3.2. By the 15th (fifteenth) day of the following month, provide the Client with a VAT invoice indicating the Fees and Interest calculated during the previous calendar month.

6.4. The Parties agree that the Bank, wishing to inform the Debtor about the transfer of Claim Rights, has the right to send the Debtor a written notice informing them about the transfer of the monetary claim to the Bank, and specifying to whom the Invoices must be paid.

6.5. The Parties agree that the Bank, at its own discretion and without any restrictions, has the right to transfer all or part of the Claim Rights acquired by the Bank against the Client and/or the Debtor (including rights under security instruments) to persons chosen by the Bank, either for consideration or free of charge.

6.6. The Parties agree that the Agreement is also a Financial Collateral Arrangement concluded in accordance with the Law on Financial Collateral Arrangements of the Republic of Lithuania, i.e., the Client is considered to

have provided financial collateral in the form of a non-title transfer financial collateral arrangement, as provided for in the Law on Financial Collateral Arrangements, by providing the Bank with the relevant funds and/or financial instruments as financial collateral. The financial collateral is considered provided from the transfer of the relevant financial instruments and/or the crediting of monetary funds to the relevant financial collateral account at the Bank. That is, the Client, under the terms of the Law on Financial Collateral Arrangements of the Republic of Lithuania, pledges (provides as financial collateral) to the Bank all funds and other financial instruments belonging to them, both current and future, in any Bank and other accounts at the Bank, including those accounts that will be opened after the date of signing the Agreement, regardless of the fact that they are not specified in the Agreement. This financial collateral arrangement secures the Client's financial obligations to the Bank under the Agreement. If the Client fails to fulfil the obligations assumed under this Agreement (in the event of enforcement), the Bank acquires the rights provided for in this Agreement in the event of non-performance of obligations, and in respect of the financial collateral, additionally acquires the right to unilaterally satisfy the claim secured by the financial collateral at its expense by debiting funds from the relevant account and using them to cover (set-off) the Client's unfulfilled obligations.

7. DEBTOR CLAIMS

7.1. If the Debtor submits a claim to the Bank related to the execution of the Commercial Agreement or demands the return of the Purchase Price or part of it, the Bank undertakes to inform the Client about it no later than within five business days from receiving such claim.

7.2. If the Debtor submits a claim directly to the Client, the Client must inform the Bank about it no later than the next business day after receiving it and provide the Bank with copies of the claim and related documents.

8. PURCHASE PRICE

8.1. If the Bank receives information at any time that the Purchase Price or part of it has not been paid because: a) the goods/services/works specified in the Invoice were not delivered/provided/performed at all, or b) the goods/services/works specified in the Invoice do not comply with the terms or requirements of the Commercial Agreement (including hidden defects that could not be determined at the time of acceptance of the goods/services/works), or c) the Client has breached the terms of the Commercial Agreement in any other way, or due to any other reasons there is a threat that the Debtor will not pay the Invoice (e.g., a dispute between the Debtor and the Client regarding the Commercial Agreement, etc.), or d) due to any actions of the Client there is a threat that the insurer, which has insured the Debtor's payment obligations, may refuse to pay the insurance benefit to the Bank, the Bank has the right to unilaterally cancel the Debtor Limit/Limit and demand that the Client:

8.1.1. Immediately take action to examine the claims and resolve conflicts with the Debtor.

8.1.2. Pay (return) to the Bank the paid Advance, Interest, amounts payable by the Client and the Debtor to the Bank, and all payable Fees (including VAT) within 1 (one) business day from the date of receiving the Bank's demand. The validity of this clause's provisions does not depend on whether the right of recourse to claim from the Client is established in the Agreement or not.

8.2. Upon the Client fulfilling the obligation to pay the amounts owed by the Debtor to the Bank, the Bank has the right to return the Claim Right to the Client, if it has not been transferred to a third party. The return of the Claim Right is formalized by a unilateral written statement from the Bank, and the Parties agree that the Client is considered the owner of the returned Claim Right from the next business day after the Bank sends the written statement regarding the return of the Claim Right.

8.3. The Bank undertakes to cover the amounts owed to the Bank with the funds received under the Agreement no later than within three business days after the day the funds are credited to the Bank's account, and in the event that the purpose of the received funds is unclear—no later than within three business days after receiving the relevant clarifications.

8.5. The Parties agree, and the Client consents, that in the event that the Debtor pays the Purchase Price or a part of it according to the Invoices to the Bank in a currency other than the Limit currency set for the Client, the Bank has the right to accept such payment from the Debtor. However, if, after the Bank receives such payments and converts them into the Limit currency at the rate chosen by the Bank, the received amount is insufficient to cover the Advance paid by the Bank and all other amounts payable to the Bank under the Agreement, the Bank shall debit the difference between the Advance and the amount paid by the Debtor, as well as all other amounts

payable to the Bank under the Agreement, from the Client in accordance with the procedure established in the Agreement.

8.6. If the Debtor pays the Purchase Price or a part of it according to the Invoices to the Bank in a currency other than the Limit currency set for the Client, the Bank shall convert the payments received from the Debtor into the Limit currency according to the non-cash purchase and/or sale exchange rate established by the financial institution chosen by the Bank, which is valid at the time the funds are credited to the Bank's account.

9. RECOURSE

9.1. If the Special Part of the Agreement indicates that recourse applies, then the following provisions apply to the Client:

9.1.1. The Parties agree that the Client assumes joint and several liability for the Debtor's unfulfilled or improperly fulfilled monetary obligations under the Invoices transferred to the Bank under the Agreement. In the event that the Debtor fails to perform or improperly performs the obligation to pay the amounts specified in the Invoice and/or the Agreement, the Bank has the undisputed right to demand that these obligations be fulfilled by either the Client, the Debtor, or both of them together (in accordance with Article 6.6 of the Civil Code of the Republic of Lithuania). The Client's joint and several liability for the Debtor's unfulfilled obligations remains valid until the Debtor or the Client themselves fully fulfil all monetary obligations unfulfilled under the Commercial Agreement and the Agreement.

9.1.2. If any Debtor, for any reason, fails to pay the Purchase Price or pays only a part of it to the Bank by the term specified in the Invoice, the Bank shall:

9.1.2.1. Inform the Client about it.

9.1.2.2. Have the right to demand that the Client pay the Bank the difference between the Advance paid under such Invoice and the amounts paid to the Bank by the Debtor under that Invoice, as well as all Fees (including VAT) payable to the Bank under this Invoice, within 1 (one) business day from the date of receiving the Bank's demand.

9.1.3. The Bank has the right to demand that the Client pay the entire amount of the unpaid Invoice (even if its payment term has not expired) to the Bank's account within 3 (three) business days in the event that the Bank has reasonable doubts that the Debtor is (or may become) insolvent, or bankruptcy or restructuring proceedings have been initiated (or may be initiated) against the Debtor, the Debtor is (or may be) liquidated or reorganized, or other circumstances exist that raise reasonable doubts about the Debtor's ability to properly fulfil the obligation to pay the Invoice.

9.1.4. The Client's recourse under this part of the Agreement is valid until the moment the Debtor or the Client fully fulfil the obligations under the Agreement and/or the Commercial Agreement.

9.2. If the Special Part of the Agreement indicates that recourse does not apply, notwithstanding such indication, the Parties agree that the Bank has the right to demand the application of recourse in the event that the applicable insurance does not cover and/or fails to cover the Bank's loss. In such a case, all provisions specified in Clause 9.1 shall apply to the Client.

10. INSURANCE

10.1. In the event that the Bank's insurance policy applies, the Parties agree on the following provisions:

10.1.1. The maximum permissible Payment Term for the Debtor under the Agreement is 120 (one hundred and twenty) calendar days.

10.1.2. The Client confirms that the Client and the Debtor are not related persons, i.e., they do not directly or indirectly control each other, are not parent or subsidiary companies, do not belong to the same group of companies, do not have common founders, participants, or members of management bodies, are not related by close kinship, do not have common interests, and are not related in any other way.

10.1.3. The Client confirms that the personal data of the Client's and/or Debtor's representatives (name, surname, signature, email address, phone number, correspondence, and other information related to the execution of the Agreement) will be processed by the Bank as a data controller based on its legitimate interest. The data is processed for the purpose of executing the Agreement and is stored for the duration of the Agreement's validity, and for the purpose of protecting the Bank's interests – for 10 (ten) years after the termination of the Agreement, unless a longer storage period is established by legal acts. The data may be transferred only to the extent necessary for the execution of the Agreement, implementation of legal requirements, and to debt collection service providers and insurance companies contracted by the Bank that have insured the Bank's interests.

10.1.4. The Bank, at its discretion, ensures the Claims transferred under the Agreement with an insurance company and is the beneficiary of the insurance payout. The insurance coverage applies to the extent and under the conditions established by the insurance company according to the concluded insurance agreement. The Client undertakes to cooperate and provide all necessary information and documents to the insurance company or the Bank. If the payment of the insurance payout is denied due to incorrect or incomplete data provided by the Client or due to other breaches of the Client's obligations, the Client shall be liable for the resulting damage to the Bank through the right of recourse as specified in Clause 9.1 of the General Terms and Conditions.

10.1.5. During the term of the Agreement, the Debtor's debts (obligations) transferred by the Client to the Bank for goods sold and services provided under the Commercial Agreement are insured (under the Bank's acquired insurance policy) against the risk of non-payment arising from the Debtor's insolvency or the Debtor's Long-Term Non-Fulfilment of Obligations.

10.2. In the event that the Client's insurance policy applies, the Parties agree on the following provisions:

10.2.1. The Client undertakes to ensure the Claim Rights arising from the Commercial Agreement and the Invoices, which are transferred to the Bank under this Agreement, with an insurance company acceptable to the Bank. The Client undertakes to provide the Bank with a copy of the corresponding insurance certificate (policy) before the date of the Advance payout (this is a condition for the Advance payment).

10.2.2. The Bank must be specified as the insured party (beneficiary of the insurance payout) under the concluded insurance agreement.

10.2.3. The Client undertakes to properly fulfil all obligations arising from the Client's insurance agreement. If the Client fails to perform or improperly performs the obligations arising from the Client's insurance agreement, the Bank has the right to suspend the Advance payment or the Bank has the right (but not the obligation) to fulfil these obligations at its own expense, and the Client undertakes to compensate the Bank for all resulting losses, including but not limited to, covering the expenses incurred by the Bank at its own expense while fulfilling the obligations under the Client's insurance agreement.

10.2.4. The Client undertakes to provide the Bank with a new insurance policy acceptable to the Bank no later than 7 (seven) calendar days before the expiration of the valid insurance policy for the Agreement. If the Client fails to fulfil the obligation provided for in this clause of the Agreement, the Bank shall suspend the Advance payment from the date on which the insurance policy's validity is indicated to expire.

10.2.5. If the insurer refuses to pay the insurance payout or a part of it under the Client's insurance due to circumstances beyond the Bank's control, or if a part of the Debtor's debt (obligation) transferred to the Bank is uninsured, the Client undertakes to fulfil the Debtor's unfulfilled (improperly fulfilled) obligations under the Invoices and pay the Bank the unpaid Invoice amounts within 3 (three) business days from the moment of the Bank's demand. The Client is, in all cases, responsible for the Bank's losses that were not covered by the Client's insurance. This provision applies regardless of whether the Parties agreed on the application of the Client's recourse in the Agreement or not.

11. INTEREST, FEES, AND EXPENSES

11.1. Interest:

11.1.1. For the use of the monetary funds provided by the Bank under the Agreement, the Client shall pay the Bank Interest at the rate specified in the Special Part of the Agreement. Interest is calculated as a percentage of the paid Advance amount. Interest begins to accrue from the day the Bank pays the Advance and is calculated until the day the Bank receives the Purchase Price that covers the paid Advance.

11.1.2. The Client shall pay Interest to the Bank every month, paying the amount of Interest accrued during the previous calendar month no later than the deadline specified in the invoice provided by the Bank.

11.2. The Bank applies and calculates the following fees:

11.2.1. Limit Administration Fee – A fee payable once a year for the setting of the Limit, its annual review, documentation, and administration, calculating a year as 365 (three hundred and sixty five) days. The fee is calculated on the Limit amount: for the first time – upon concluding the Agreement, and thereafter – on the day the Limit is increased, calculated on the increased Limit amount, with the additionally calculated part being paid on the day the amendment to the Agreement for the Limit increase is signed. After the conclusion of the Agreement, the Bank shall under no circumstances (including cases where the Client refuses the Limit or reduces it) refund the Limit Administration Fee paid to the Client.

11.2.2. Debtor Risk Assessment Fee – An annual fee, calculating a year as 365 (three hundred and sixty five) days, for the assessment of the Debtor's risk based on the Client's inquiry regarding the acceptability of the Debtor's risk. The fee is calculated for each risk assessment of a potential Debtor and for each renewal of the established Debtor Limit for a current Debtor or the inclusion of a new Debtor in the Agreement. For a new Debtor, this risk assessment fee is calculated before contacting the insurance company; for existing Debtors, it is calculated together with the Limit Administration Fee.

11.2.3. Invoice Acceptance Fee – A fee calculated for the checking, supervision, and administration of the Invoice, credit/debit note, and related documents issued in accordance with the procedures established by legal acts. The Invoice Acceptance Fee is calculated individually for each Invoice. This fee is determined on the day the Invoice and credit/debit note are submitted to the Bank and is specified in Annex 1 of the Agreement next to each respective Debtor.

11.2.4. Agreement Amendment Fee is applied for the amendment of the Agreement and is calculated on the day the amendment to the Agreement is signed, unless otherwise specified in the amendment.

11.3. Penalties, Interest increase and Compensatory Interest:

11.3.1. If the Client fails to fulfill or improperly fulfills its obligations related to the means of securing the performance of obligations (if any) in a proper and timely manner, the Customer and/or the Debtor fails to properly and timely perform or improperly performs other non-financial obligations (for example, by failing to provide the Bank with accounts, invoices, quarterly financial statements or requested information, entering into agreements with the Debtor that have a material impact on the Claim Rights transferred to the Bank and/or the payment under the Invoices, breach of the affirmations and warranties provided for in the Agreement or if they are found to be false, etc), as well as in the event of a breach of the obligations specified in clauses 6.1–6.2 of the General Part, the Bank shall have the right, at its discretion, to apply one of the following measures:

(a) demand payment of a penalty specified in the Price List for each violation. Payment of the penalty does not release the Client from the duty to fulfill the obligation. The penalty may be applied repeatedly until the obligation is fulfilled;

(b) unilaterally increase the Interest specified in the Special part of the Agreement by no more than 3 (three) percentage points, without changing the remaining Interest payment procedure, by notifying the Client in writing or by e-mail, from the month following the submission of such notification by the Bank. Once the Client has fulfilled their obligation and there have been no contractual violations for more than 30 (thirty) calendar days, the Bank shall have the right to reduce the Interest increased on the basis of this clause to the amount specified in the Special part of the Agreement from the following calendar month, informing the Client by the means of communication specified above.

11.3.3. The Client, upon failing to meet the deadlines for the fulfilment of payment (monetary) obligations specified in the Agreement, shall pay the Bank Compensatory Interest at the rate specified in the Agreement for each day of delay in fulfilling the monetary obligation.

11.3.4. If the Client fails to perform or improperly performs the obligations assumed under the Agreement, the Bank has the right to demand that the Client pay the Bank within 1 (one) calendar day from the date of receiving the Bank's demand: (a) the Approved Purchase Price Part that became unapproved in any manner specified in the Agreement, (b) the difference between the paid Advance and the amounts received from the Debtors.

11.3.5. Compensatory Interest is calculated from the day the monetary obligation should have been fulfilled until the day the obligation is properly fulfilled. The Client must pay the Compensatory Interest immediately.

11.3.6. The payment of Interest, Compensatory Interest, and/or penalties does not release the Client from the performance of contractual obligations and does not entitle the Client to request a deferral of the fulfilment deadlines or limit the Bank's right to terminate the Agreement.

11.4. Other Expenses:

11.4.1. The Client undertakes to properly and timely pay and/or compensate the Bank for:

11.4.1.1. All other fees for all services provided by the Bank to the Client according to the valid edition of the Bank's Price List (published on the Bank's website www.finorabank.eu).

11.4.1.2. All fees of other banks for the services they provide.

11.4.1.3. All expenses incurred due to a dispute or disagreement with the Debtor, including amounts recovered from the Bank through enforcement.

11.4.1.4. All expenses and fees related to the execution of the Agreement, insurance, and the recovery of debt under the Agreement.

11.4.1.5. Expenses for the conclusion, registration, amendment, de-registration, termination of agreements for measures securing the performance of obligations under the Agreement, as well as the insurance, valuation, supervision, and sale of such measures.

11.4.1.6. All losses incurred by the Bank due to the Client's non-performance or improper performance of obligations under the Agreement or Commercial Agreements, as well as due to the fact that the Client's statements and assurances were false. Reimbursable losses include stamp duties, legal process, representation, insurance, valuation of realized assets, and other expenses.

11.4.2. The Bank must compensate the Client for losses incurred due to its non-performance or improper performance of obligations under the Agreement but does not assume any responsibility for the Client's non-performance or improper performance of obligations to the Debtors under the Commercial Agreements. The Bank is also not liable for the Client's direct and indirect losses related to the non-payment or reduction of the Advance, the reduction or cancellation of the Limit/Debtor Limit, and the suspension of the Advance payment, if the Bank acted in accordance with these general terms and conditions, the Agreement, Agreements-Notices, general service provision conditions, and other annexes to the Agreement.

12. CLIENT PAYMENTS

12.1. The Client undertakes to pay all Fees and Interest to the Bank no later than the deadline specified in the invoice provided to the Client, unless the Parties agree otherwise.

12.2. In the event that the Client fails to pay the Fees and/or Interest on the due date, the Bank is considered to be financing the Client by the amount of the unpaid Fees and/or Interest, and the Client shall pay Compensatory Interest to the Bank for the amount of the unpaid Fees and/or Interest, plus taxes established by the legal acts of the Republic of Lithuania (if applicable).

12.3. The Bank has the right to debit all amounts payable to the Bank under the Agreement from the Client's bank account specified in the Agreement on their due date, without a separate instruction or consent from the Client or in accordance with any other procedure established by the legal acts of the Republic of Lithuania. Payment is considered made from the moment the amounts payable are debited from the Client's bank account. If the funds in the bank account specified in the Agreement are insufficient to debit the amounts payable under the Agreement, the Client agrees that the corresponding amounts will be debited from the Client's other bank accounts at the Bank in accordance with the procedure established in this clause.

12.4. If the funds in the Client's bank accounts at the Bank are insufficient to debit the amounts payable under the Agreement, the Client agrees that the Bank, without a separate instruction or consent from the Client or in accordance with any other procedure established by the laws of the Republic of Lithuania, may debit the amounts payable to the Bank under the Agreement from all types of the Client's bank accounts (in Euros or other currency) in other banks and credit institutions based on debit payment orders prepared by the Bank. This Agreement also constitutes the Client's unconditional instruction to another bank or credit institution to convert the funds to be debited into the required currency, if there are insufficient funds or no funds in the Client's bank account in the payable currency, and to transfer them to the bank account specified by the Bank upon the Bank's request. This consent of the Client may not be revoked without amending the Agreement or without the Bank's prior written consent. The Agreement is also considered the Client's unconditional and irrevocable consent for the Bank to obtain all necessary information about the Client's accounts and their balances in other banks and credit institutions.

12.5. The Bank has the right to cover payments received from the Debtor in chronological order, i.e., by first covering the oldest Invoices based on the payment term specified in the invoice, unless the parties agree otherwise in the Agreement.

12.6. Pursuant to Articles 6.54 – 6.55 of the Civil Code of the Republic of Lithuania, the parties expressly agree that if the due dates for several amounts payable by the Client under the Agreement coincide and/or the Bank receives a sum less than the total amount payable by the Client to the Bank under the Agreement, the Bank has the right to allocate the received amounts at its discretion.

12.7. The Bank has the right to use any funds received under this Agreement to cover all its monetary claims against the Client, i.e., to cover the amounts owed by the Client to the Bank both under this Agreement and under other agreements concluded with the Bank or the Bank's subsidiaries, regardless of the basis for the emergence of these monetary claims. The Bank also has the right to set off all funds that the Client must pay to the Bank under the Agreement or under any other legal facts, i.e., other agreements concluded with the Bank or the Bank's subsidiaries, against the Advance, Balance, or other amounts payable to the Client under the Agreement, converting the currency of the funds in accordance with the procedure established in the General Part if necessary.

13. FINAL PROVISIONS

13.1. The Parties are responsible for the proper fulfilment of the obligations established in the Agreement and must compensate the other Party for losses incurred due to improper fulfilment of obligations that are not covered by the penalties set forth in the Agreement. The Parties explicitly agree that the Bank's liability is limited to direct losses and the amount of Interest paid to the Bank.

13.2. The Bank has the right, at its discretion, to transfer the rights and obligations arising from the Agreement to a third party without the Client's prior written consent. The Client has no right to transfer the rights and obligations arising from the Agreement to third parties without the Bank's prior written consent.

13.3. All amendments to the Agreement must be made in writing and confirmed by the signatures of both Parties, unless otherwise provided for in the Agreement.

13.4. All notices related to the Agreement shall be sent to the address specified on the first page of the Agreement, including the email address, or any other address that a Party has informed the other Party of in writing.

13.5. If a Party's address and/or other contact details change, the Party shall notify the other Party no later than 5 (five) calendar days in advance. If a Party fails to comply with these requirements, it shall not be entitled to claim that the other Party's actions, performed according to the last known contact details, contradict the terms of the Agreement or that the Party did not receive notices sent according to those contact details.

13.6. No delay, inactivity, or failure of either Party to exercise any of its rights or remedies provided for in this Factoring Agreement shall be considered a waiver of them or consent to the event that gave rise to such right or remedy.

13.7. If any provision of the Agreement is deemed invalid according to applicable legal acts, the remaining provisions of the Agreement shall remain in force, except where the invalid provisions essentially make the implementation of the remaining parts of the Factoring Agreement impossible. If any provision or part of a provision of the Agreement is or becomes invalid or non-binding on the Parties, the Parties shall negotiate in good faith and correct or replace it with an alternative wording that reflects the Parties' intentions as accurately as possible.

13.8. The laws of the Republic of Lithuania shall apply to the Agreement. All disputes arising from the Agreement shall be resolved in accordance with the procedure established by the laws of the Republic of Lithuania at the address of the Bank's registered office.

13.9. The Bank has the right to unilaterally amend the terms of the General Part by informing the Client via email, to the Client's email address specified in the Agreement, 30 (thirty) calendar days in advance. If the Client does not agree with the amendments, they have the right to terminate the Factoring Agreement by notifying the Bank in writing before such amendments take effect, but the Client undertakes to fulfil the following conditions by the last day of such termination period:

13.9.1. Upon termination of the Agreement, the Client must pay the Bank no later than within 7 (seven) calendar days:

13.9.1.1. Invoices whose Purchase Prices have not been paid by the Debtor.

13.9.1.2. Unpaid Interest.

13.9.1.3. Accrued payable Compensatory Interest and all other payments under the Agreement up to the settlement date.

13.10. All amounts specified in the Agreement and its Annexes are exclusive of VAT. For clarity, all amounts payable to the Bank will be calculated by adding VAT.