

CREDIT AGREEMENT GENERAL PART

(Version No. 1, effective as of 2026-03-05)

1. TERMS USED IN THE AGREEMENT AND INTERPRETATION OF THE AGREEMENT

1.1. Bank – UAB Finora Bank, legal entity code 305156796.

1.2. General Part – this General Part of the Agreement, which is published and continuously accessible to the Client on the Bank's website www.finorabank.eu.

1.3. Business Day – a day on which the Bank provides all services and performs all operations, and which is not a Saturday, Sunday, or any other day designated as a day of rest or public holiday under the laws of the Republic of Lithuania.

1.4. EURIBOR – the Euro Interbank Offered Rate for the term agreed by the Parties in the Special Part, published on the Interest Determination Date and expressed as an annual interest rate. EURIBOR is determined, administered, and published by the European Money Markets Institute or another officially appointed organization. If EURIBOR is not published on the Interest Determination Date, the last published rate prior to the Interest Determination Date shall apply. If EURIBOR is negative, it shall be deemed equal to zero.

1.5. Fixed Interest – Interest applicable where the type of Interest specified in the Special Part is Fixed Interest. The annual interest rate is indicated in the Special Part and shall remain unchanged throughout the term of the Agreement, except in cases provided for in the Agreement.

1.6. Internet Bank – the Bank's electronic system enabling the Borrower to use the Bank's services remotely.

1.7. Commitment Fee – a fee specified in the Special Part, expressed as a percentage per annum, calculated on the undrawn Credit amount.

1.8. Variable Interest – Interest where the annual interest rate for each Interest Period is calculated as the sum of the Variable Interest Component and the Margin. The Special Part specifies the initial Variable Interest Component applicable from the date of conclusion of the Agreement until the first Interest Payment Date of the subsequent Variable Interest Component period, excluding that date. The Bank shall unilaterally determine the Variable Interest Component for each subsequent period based on the Variable Interest Component index on each Variable Interest Component adjustment date.

1.9. Variable Interest Component – EURIBOR for the term agreed by the Parties in the Special Part.

1.10. Compensatory Interest (Default Interest) – additional interest payable by the Borrower to the Bank in case of failure to pay any amounts due under the Agreement within the prescribed time limit or upon termination of the Agreement at the Bank's initiative due to the Borrower's fault, calculated on all overdue amounts.

1.11. Credit – the monetary amount specified in the Special Part which the Bank grants to the Borrower under the terms of the Agreement and which the Borrower is entitled to draw and, once drawn, must repay to the Bank in accordance with the Agreement.

1.12. Borrower – the person identified as the Borrower in the Special Part.

1.13. Repayment Schedule – an annex to the Agreement specifying the amounts and due dates of partial repayments of the Credit.

1.14. Final Repayment Date – the date specified in the Special Part by which the Borrower must repay the entire disbursed Credit in accordance with the Agreement.

1.15. Margin – the interest margin specified in the Special Part, expressed as a percentage.

1.16. Payments – repayment of the Credit or any part thereof, payment of Interest, Agreement administration fee, and any other payments payable by the Borrower to the Bank under the Agreement, including fees specified in the Price List published on the Bank's website www.finorabank.eu.

1.17. Interest – remuneration expressed as a percentage which the Borrower undertakes to pay to the Bank for the use of the Credit.

1.18. Interest Determination Date – the second Business Day preceding the first Interest Period or, in the case of interest adjustment, the second Business Day preceding the Interest adjustment date, on which the relevant period's EURIBOR is published.

1.19. Interest Period – the period from the date of disbursement of the Credit or its first tranche until the first Interest Payment Date, excluding that date, and thereafter each calendar period from one Interest Payment Date, inclusive, until the next Interest Payment Date, exclusive.

1.20. Interest Payment Date – the day of each calendar month specified in the Special Part (or, if such month does not have that day, the last day of that month) on which the Borrower pays Interest for the preceding Interest Period. If the first Interest Payment Date falls less than fifteen (15) calendar days after disbursement, the first Interest Period shall begin on the date of disbursement of the Credit or its first tranche and shall end on the Interest Payment Date following the next Interest Payment Date.

1.21. Sanctions – international sanctions and or restrictive measures as defined in the Law on International Sanctions of the Republic of Lithuania, as well as sanctions imposed, administered, or enforced by the Government of the United States of America, including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United Kingdom of Great Britain and Northern Ireland, or the United Nations Security Council.

1.22. Account – the account opened with the Bank in the name of the Borrower, the number of which is specified in the Special Part, in which the Borrower holds all funds necessary to make Payments.

1.23. Special Part – the part of the Agreement specifying the Parties, the principal Credit terms, Security Measures, and other conditions.

1.24. Related Persons – spouse, registered partner (cohabiting partner), parents, siblings, children and their spouses, and children's cohabiting partners.

1.25. Agreement – the credit agreement concluded between the Borrower and the Bank, consisting of the Special Part and the General Part, together with all annexes, amendments, and supplements thereto. The General Terms and Conditions, Payment Rules, Price List, and any other documents and agreements specified by the Bank shall also apply to the relationship between the Bank and the Client under the Agreement.

1.26. Agreement Administration Fee – the fee specified in the Special Part payable by the Borrower to the Bank for preparation of the Agreement documentation and administration of the Credit.

1.27. Party – the Borrower or the Bank individually; **Parties** – the Borrower and the Bank collectively.

1.28. Sustainability – the totality of environmental, social, human rights, and governance factors (ESG), including, inter alia, environmental protection and climate change mitigation and adaptation, use of natural resources and pollution prevention, biodiversity protection, protection of employees' and other stakeholders' rights, occupational health and safety, non discrimination, fair working conditions, as well as transparent and responsible governance, including prevention of corruption and bribery, insofar as applicable to the Borrower's activities and or financed assets under applicable law.

1.29. Security Measures – any measures, whether specified or not specified in the Agreement, securing the proper performance of the Borrower's obligations under the Agreement, which are or must be provided to the Bank.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. Subject to the limits set out in the Special Part, the Bank shall grant to the Borrower the Credit specified in the Special Part under the terms and conditions set out in the Agreement.

2.2. The Borrower shall not be entitled to re draw any portion of the Credit that has already been repaid.

3. DISBURSEMENT OF THE CREDIT

3.1. The Bank undertakes to grant the Credit to the Borrower provided that all of the following conditions precedent to disbursement have been duly fulfilled and are in effect:

3.1.1. the Borrower has paid the Agreement Administration Fee;

3.1.2. the Security Measures have been provided to the Bank within the time limits set out in the Agreement, including the proper execution and registration of the relevant transactions;

3.1.3. the assets provided as Security Measures have been insured in favor of the Bank in accordance with the terms

of the Agreement and supporting documents have been submitted to the Bank;

3.1.4. the Borrower has submitted to the Bank all documents required by the Bank for disbursement of the Credit;

3.1.5. the Borrower has fulfilled any other conditions specified in the Special Part;

3.1.6. the Bank is not aware of any adverse changes in the Borrower's financial condition, assets, or operating results compared to the situation existing at the time of conclusion of the Agreement, which could materially adversely affect the Borrower's ability to perform its obligations under the Agreement;

3.1.7. the Bank is not aware of any default by the Borrower under agreements concluded with the Bank or other financial institutions, including but not limited to failure to provide security, failure to renew insurance of assets, failure to submit valuation reports within the prescribed time limits, overdue payments under the Agreement and or other transactions concluded with the Borrower, nor of any other grounds for suspension of disbursement, such as debt recovery actions initiated by third parties against the Borrower, disputes regarding pledged assets, or third party restrictions on the use of bank accounts;

3.1.8. there are no other circumstances clearly indicating that the Credit will not be repaid on time, including circumstances showing that the Borrower will not be able to duly perform its monetary or non monetary obligations under the Agreement, other agreements with credit institutions, and or third parties, within the meaning of Article 6.883(1) of the Civil Code of the Republic of Lithuania;

3.1.9. no material breach of the Agreement as specified in Clause 11.2.1 of the General Part has occurred, and there are no other statutory or mandatory grounds applicable to the Bank under the laws of the Republic of Lithuania allowing or requiring the Bank to suspend disbursement of the Credit and or terminate the Agreement.

3.2. Upon fulfilment of all conditions precedent, the Bank shall disburse the Credit or a part thereof no later than within 3 Business Days after receipt of the Borrower's request in the form prescribed by the Bank, together with payment instructions and any other documents required by the Bank. The Credit funds shall be transferred either directly to the Borrower's Account specified in the Special Part or directly to the recipients of funds in accordance with the procedure set out in the Special Part.

3.3. If the Borrower does not draw the full amount of the Credit within the utilization period specified in the Special Part, the Bank's obligation to disburse the undrawn amount or part thereof shall terminate, and the last instalments indicated in the Repayment Schedule shall be reduced accordingly.

3.4. The Bank shall have the right, without separate notice, to refuse in whole or in part to disburse the Credit if:

- (i) the Borrower is in delay with any Payment; or
- (ii) at least one of the circumstances specified in Clause 11.2.1 of the General Part becomes known; or
- (iii) any obligations or conditions required to be fulfilled by the Borrower prior to disbursement have not been fulfilled;

or

- (iv) disbursement of the requested amount would result in exceeding any of the limits specified in the Special Part.

4. REPAYMENT OF THE CREDIT

4.1. The Borrower shall repay the disbursed Credit in instalments and within the time limits set out in the Repayment Schedule, on a monthly basis, until the Final Repayment Date.

4.2. If the annuity repayment method is specified in the Special Part, then upon disbursement of the full Credit to the Borrower or upon expiry of the Credit utilization period specified in the Special Part, whichever occurs first, the Bank shall prepare a repayment schedule for the disbursed Credit and deliver it to the Borrower within 2 (two) Business Days from its preparation, to the Borrower's email address specified in the Special Part.

The Credit shall be repaid in partial instalments consisting of a portion of the principal and the Interest payable, with repayments commencing from the month following the expiry of the utilization period specified in the Special Part.

The Bank shall update the Repayment Schedule each time the Interest changes and shall provide it to the Borrower in accordance with the procedure and within the time limits set out above.

5. CALCULATION OF INTEREST AND COMMITMENT FEE AND THEIR PAYMENT TERMS

5.1. Interest shall be calculated on the disbursed and outstanding amount of the Credit on the basis of a 360 day year and the actual number of days in a month. Interest shall accrue from and including the date of disbursement of the first tranche of the Credit until the date of full repayment of the Credit.

5.2. The Commitment Fee shall be calculated on the undrawn amount of the Credit on the basis of a 360 day year and the actual number of days in a month. The Commitment Fee shall accrue from the date of execution of the Agreement until full disbursement of the Credit or its last tranche, or until expiry of the Credit utilization period, whichever occurs first.

5.3. The Borrower undertakes to pay Interest and the Commitment Fee to the Bank on a monthly basis. The Interest and Commitment Fee accrued up to the relevant payment date shall be paid on the respective Interest Payment Date of that month.

5.4. The Bank shall have the right, upon 7 (seven) days' prior written notice to the Borrower, to unilaterally increase the Margin by 3 (three) percentage points and correspondingly recalculate the annual interest rate, and to increase Fixed Interest, if any of the following circumstances occurs: (The recalculation date shall not be deemed an Interest Determination Date):

5.4.1. the Borrower is more than 30 (thirty) days overdue in making any Payment;

5.4.2. at least one of the financial covenants set out in the Special Part is not complied with;

5.4.3. the Borrower fails to perform or improperly performs any non payment obligation under the Agreement.

5.5. Where the Bank has applied an increase under Clause 5.4, the Bank shall unilaterally reduce the Margin and Fixed Interest to the level applicable prior to such increase, subject to receipt of the Borrower's written request and provided that all of the following conditions are met: (The recalculation date shall not be deemed an Interest Adjustment Date):

5.5.1. if the increase was applied pursuant to Clause 5.4.1, the Borrower has for 3 (three) consecutive months made all Payments in full and on time following the increase;

5.5.2. if the increase was applied pursuant to Clause 5.4.2, the Borrower has for at least one full calendar quarter complied with all financial covenants set out in the Special Part following the increase and has submitted to the Bank the financial statements and other documents required to evidence such compliance. The Bank shall apply the reduction within 10 (ten) Business Days after all conditions set out in this sub clause have been fulfilled, but in any event not earlier than 3 (three) months after the relevant increase, and only provided that at the time of reduction the Borrower is not overdue with any Payment and is fully compliant with all financial covenants;

5.5.3. if the increase was applied pursuant to Clause 5.4.3, the Borrower has remedied the breach and no contractual breaches have occurred for more than 30 (thirty) consecutive calendar days.

5.6. If EURIBOR is not published for two consecutive months prior to the Interest Determination Date, the Bank shall have the right to unilaterally replace the Variable Interest Component with another comparable benchmark rate determined on the basis of similar calculation principles and methodology. The Bank shall notify the Borrower in writing of the replacement benchmark and the applicable calculation methodology. If the Borrower does not agree with the replacement Variable Interest Component, the Borrower shall have the right, within 30 (thirty) days from the date of the Bank's notice, to repay the Credit in full without paying any early repayment fee, together with all accrued Payments due up to the date of repayment. If the Borrower fails to make such Payments within the specified period, the new Variable Interest Component shall apply. The Bank shall also have the right to apply the above principles and conditions for replacement of the Variable Interest Component if, in the Bank's opinion, the calculation principles and or methodology of the applicable benchmark rate materially change. In such case, the Borrower shall have the same rights and obligations as set out above in this clause.

6. PAYMENT OF THE AGREEMENT ADMINISTRATION FEE

6.1. The Borrower undertakes to pay to the Bank a one time Agreement Administration Fee in the amount specified in the Special Part no later than on the next Business Day following the execution of the Agreement. The Special Part may provide for different payment terms and/or conditions.

If, in the cases foreseen in the Agreement, the Bank refuses to grant all or part of the Credit, the Bank shall retain the right to the Agreement Administration Fee. The Agreement Administration Fee once paid shall be non refundable.

7. PAYMENT PROCEDURE AND CONSEQUENCES OF LATE PAYMENT

7.1. The Borrower undertakes to make all Payments due to the Bank by ensuring that the required amounts are available

in the Borrower's Account specified in the Special Part. Upon the due dates of Payments set out in the Agreement, the Bank shall, without separate notice, debit the amounts due from the Borrower's Account. The Borrower undertakes to ensure that, on the relevant Payment due date, regardless of whether such date falls on a non Business Day, sufficient funds are available in the Borrower's Account with the Bank to execute the Payments.

7.2. If the Borrower fails to make any Payment when due, the Borrower shall pay Compensatory Interest to the Bank in the amount of 0.2 percent per day of delay on the overdue amount (or a higher rate if specified in the Special Part or in the Price List published on the Bank's website), calculated for each day of delay. Compensatory Interest shall be calculated on the basis of a 360 day year and the actual number of days in a month.

7.3. If the Bank receives a Payment that is insufficient to cover all amounts payable by the Borrower under the Agreement, the Bank shall have the right, at its discretion, to determine the order in which such Payment is applied to the Borrower's obligations under the Agreement. If the Borrower has outstanding obligations under other agreements concluded with the Bank, the Bank shall also have the right, at its discretion, to determine which obligations and under which agreements are satisfied from the received funds.

7.4. If the Borrower fails to make any Payment when due, the Bank shall have the right, without separate notice, to debit the amounts due from any accounts of the Borrower held with the Bank.

7.5. The Bank shall have the right to prescribe a different procedure for Payments by notifying the Borrower accordingly.

8. SECURITY FOR PERFORMANCE OF OBLIGATIONS

8.1. The Borrower shall ensure that the Security Measures are provided to the Bank on terms acceptable to the Bank within the time limits set out in the Agreement, including proper execution and registration of the relevant transactions and submission of all documents required by the Bank.

8.2. Where the Security Measure is a mortgage or pledge agreement, such agreement shall be concluded in a form and content acceptable to the Bank, whereby the relevant assets are pledged in favor of the Bank in accordance with applicable law to secure performance of obligations under the Credit Agreement. A maximum mortgage or pledge in the amount specified in the Special Part shall secure the Borrower's obligations as existing at the time of enforcement, including principal (the Credit), Interest, Compensatory Interest, the Agreement Administration Fee, penalties, insurance costs of the pledged assets, losses arising from delay, necessary enforcement costs, and all other Payments under the Agreement. The maximum secured amount shall be specified in the Special Part. The Parties agree that no fixed date for determination of the secured debt amount under the maximum mortgage or pledge shall apply.

8.3. The Borrower shall ensure that any existing or future building constructed or to be constructed on a land plot or part thereof that is or must be pledged to the Bank shall also be pledged to the Bank within 120 days from commencement of construction, but in any event no later than 30 days from the first legal registration of such building.

8.4. If, with the Bank's consent, assets are pledged to the Bank as a second ranking mortgage or pledge and the first ranking mortgagee or pledgee is not the Bank, the Borrower shall ensure that within 10 days from registration of such subsequent ranking mortgage or pledge, the relevant assets are pledged to the Bank as a first ranking mortgage or pledge, unless otherwise specified in the Special Part.

8.5. If any of the circumstances specified in Clause 11.2.1 of the General Part occurs, or if the loan to value ratio of the disbursed Credit and pledged assets decreases based on market value established by independent valuation, the Bank shall have the right to require the Borrower to provide additional Security Measures acceptable to the Bank within 15 days.

8.6. The Bank shall have the right to determine the order, method, and scope of enforcement of the Security Measures at its discretion.

8.7. The Parties agree that this Agreement constitutes a financial collateral arrangement within the meaning of the Law on Financial Collateral Arrangements of the Republic of Lithuania. All existing and future funds held in the Account and in any other accounts of the Borrower with the Bank, whether opened at the time of conclusion of the Agreement or thereafter, as well as monetary deposits and other funds transferred to the Bank on any legal basis, shall constitute financial collateral without transfer of ownership, even if not separately identified as such at the time of transfer.

Such funds are pledged to the Bank to secure performance of the Borrower's obligations under the Agreement. The value of pledged funds held in foreign currency shall be equal to the amount converted into the Credit currency in accordance with the Bank's currency conversion rules.

If for any reason such assets do not qualify as financial collateral, they shall be deemed pledged to the Bank under a written pledge agreement with possession transferred to the Bank, securing the principal obligation, Interest, penalties, losses, and the maximum secured amount specified in the Special Part.

Any change in the Borrower's account number shall not affect the validity of the pledge. The Bank shall have the right to disclose information regarding the pledge or financial collateral arrangement to third parties.

The amount of pledged funds shall correspond to the outstanding obligations under the Agreement. Unless otherwise restricted under the Agreement or separate agreements and until the Bank exercises its statutory or contractual rights to restrict disposal, the Borrower may dispose of pledged funds. Funds shall be deemed provided as financial collateral when credited to the Borrower's account, including transfers made by third parties on behalf of the Borrower.

8.8. In the event of non performance of obligations under the Agreement, the Bank shall acquire the rights set out in the Agreement in case of default and, in respect of financial collateral, shall additionally have the right to satisfy its secured claims unilaterally by debiting funds from the Account and or other accounts and applying them towards the Borrower's outstanding obligations.

8.9. If a promissory note is provided as security, the amount of the note shall be no less than the Credit amount specified in the Special Part, unless otherwise agreed by the Parties.

If the Borrower fails to make any Payment when due or if the Bank has reasonable grounds to believe that the Borrower is or may become insolvent, or that bankruptcy, restructuring, liquidation, or reorganization proceedings have been or may be initiated, or other circumstances arise casting doubt on the ability of the Borrower, pledgor, or guarantor to perform their obligations, the Bank as holder of the promissory note may present the note for payment in an amount not exceeding the outstanding obligations under the Agreement, including principal, Interest, and Compensatory Interest.

Upon proper performance of contractual obligations and expiry of the Agreement, the promissory note shall be returned to its issuer.

9. INSURANCE

9.1. The Borrower undertakes, throughout the entire term of the Agreement, that is until full discharge of all obligations to the Bank, to maintain continuous insurance of the tangible assets pledged to the Bank, excluding land, with an insurance company acceptable to the Bank and on terms acceptable to the Bank, including the following conditions:

9.1.1. the insured amount for real estate shall not be less than its reinstatement value; for vehicles, not less than their market value; and for other movable assets, not less than their market value. Inventory may also be insured at reinstatement value;

9.1.2. real estate shall be insured against fire, including fire and explosion, water damage, natural forces, and unlawful acts of third parties; vehicles shall be insured under comprehensive motor insurance covering fire, including fire and explosion, traffic accidents, theft, natural forces, and unlawful acts of third parties; other movable assets shall be insured against fire, including fire and explosion, water damage, vehicle impact, theft, natural forces, and unlawful acts of third parties. Property under construction, installation, or reconstruction may be insured under construction all risks or erection all risks insurance. In all cases, the deductible shall not be unreasonably high;

9.1.3. the Bank shall be named as the irrevocable first ranking beneficiary of the insurance proceeds.

9.2. Upon occurrence of an insured event, the Borrower shall notify the Bank in writing within 2 (two) Business Days. Upon receipt of insurance proceeds, the Bank shall apply the received amount towards satisfaction of its claims under the Agreement and shall transfer any remaining amount to the Borrower or another beneficiary specified in the insurance contract, unless the Parties agree otherwise. The Parties may agree that the insurance proceeds shall be used to restore the damaged or destroyed insured property.**9.3.** The Borrower shall provide the Bank with copies of insurance policies and documents evidencing payment of insurance premiums. The Borrower shall timely pay all insurance premiums.

9.4. This Agreement shall constitute the Borrower's unconditional and irrevocable consent for the Bank to obtain from insurance companies all necessary information regarding insurance of the pledged assets and compliance with the terms of insurance contracts.

If the Borrower fails to comply with any of the obligations set out in Clauses 9.1 to 9.3 of the General Part, the Bank shall have the right to insure the pledged assets at the Borrower's expense on the terms set out in the Agreement, and the Borrower shall reimburse the Bank for all related costs.

10. OBLIGATIONS OF THE BORROWER

10.1. The Borrower undertakes to use the Credit solely for the purpose specified in the Agreement. Upon the Bank's request, the Borrower shall immediately provide documents evidencing use of the Credit for its intended purpose. Such documents shall include:

- a) VAT invoices, invoices, and agreements; and
- b) bank account statements and or payment orders and or other documents reasonably requested by the Bank.

The Special Part may provide for additional supporting documents, as well as specific submission procedures and deadlines.

10.2. Without the Bank's prior written consent, the Borrower shall not:

10.2.1. incur any obligations under credit, loan, guarantee, letter of credit, hire purchase, leasing, operating lease, factoring, or similar agreements, or through bonds, promissory notes, other securities, or financial instruments, or otherwise assume borrowing or lending obligations, where the total amount or value of such obligations equals or exceeds 5 percent of the Borrower's total assets as reflected in its balance sheet;

10.2.2. assume any obligations under guarantees, sureties, pledges, mortgages, or other security arrangements securing third party obligations where the total amount or value equals or exceeds 5 percent of the Borrower's total assets as reflected in its balance sheet;

10.2.3. make investments in other legal entities where the total amount or value equals or exceeds 5 percent of the Borrower's total assets as reflected in its balance sheet;

10.2.4. transfer or encumber ownership rights to assets pledged or to be pledged to the Bank, construct buildings on land pledged or to be pledged to the Bank unless otherwise provided in the mortgage agreement, or transfer or encumber other fixed assets if this may adversely affect the Borrower's ability to perform its obligations, business operations, or financial condition;

10.2.5. transfer or lease its enterprise, business, or part thereof, or materially change the nature of its activities;

10.2.6. reduce its share capital, declare or pay dividends, bonuses, or other profit distributions, or pay management, consulting, or similar fees to related parties;

10.2.7. adopt decisions regarding reorganization, division, restructuring, or liquidation;

10.2.8. pledge funds held in the Borrower's Account or other accounts with the Bank.

10.3. The Borrower shall grant the Bank's representatives access to inspect the Borrower's operations on site, pledged or to be pledged assets, and assets financed by the Credit, and to review relevant documentation.

10.4. The Borrower shall provide the Bank with statutory financial statements and other documents signed by its manager as reasonably required by the Bank for assessment of financial condition, performance of obligations, use of Credit, or Security Measures.

Annual financial statements shall be submitted within 5 months after the end of the financial year. Other requested documents shall be provided within 10 days of the Bank's request.

Within 45 days after each calendar quarter, the Borrower shall submit quarterly balance sheet and profit and loss statement signed by its manager.

Where required by law or by the Bank, annual financial statements shall be audited by an auditor acceptable to the

Bank and submitted together with the audit opinion and report.

10.5. Where a pool (complex) of assets, such as inventory, is pledged, the Borrower shall submit within 30 days after each calendar quarter a list of the assets comprising the pledged pool as of the last day of the quarter, indicating description, quantity, book value, and storage location. The book value of such pledged assets shall not be less than the amount specified in the Special Part throughout the term of the Agreement.

10.6. Where fixed assets are pledged, the Borrower shall, upon the Bank's request, once every 12 months provide a new valuation report prepared by independent valuers acceptable to the Bank. The report shall be submitted within 20 Business Days from the Bank's request. If not submitted in time, the Bank may commission the valuation at the Borrower's expense.

10.7. The Borrower shall notify the Bank in writing within 5 Business Days if:

10.7.1. a decision is adopted regarding reorganization, division, restructuring, liquidation, initiation of bankruptcy, or insolvency proceedings (extrajudicial or not)

10.7.2. its articles of association are amended, its manager changes, shareholders holding at least 10 percent change, a person providing security dies, or other material ownership changes occur;

10.7.3. a third party files a claim exceeding 5 percent of total assets, or proceedings are initiated that may adversely affect financial condition or business;

10.7.4. any circumstance specified in Clause 11.2.1 occurs.

10.8. The Borrower shall pay service fees in accordance with the Bank's tariffs in force at the time of service provision and reimburse all costs related to execution, registration, amendment, and cancellation of security agreements, valuation and insurance of pledged assets, enforcement costs, and other costs related to the Agreement.

10.9. If the Borrower fails to perform any non Payment obligation under the Agreement, the Bank may require payment of a penalty of up to 1 percent of the Credit amount, but not less than EUR 500. The penalty shall be paid within 5 Business Days from the Bank's request.

10.10. The Borrower shall retain documents evidencing use of the Credit for at least 10 years after expiry of the Agreement.

10.11. The Borrower shall promptly obtain and maintain all licenses, permits, and approvals required under applicable law to conduct its activities and perform its obligations under the Agreement and ensure enforceability of the Agreement in its jurisdiction.

10.12. The Borrower shall comply throughout the term of the Agreement with all applicable sustainability related laws and mandatory requirements, shall not engage in activities considered materially harmful to environmental or social interests where prohibited by law, shall notify the Bank within 10 Business Days of any material sustainability breaches or investigations, and shall cooperate with the Bank by providing information necessary to assess compliance.

10.13. Throughout the entire term of the Agreement, the Borrower undertakes to provide the Bank, within 30 (thirty) days from the date of the Bank's request, with information and data related to the Borrower on Sustainability matters (environmental, social, human rights and governance factors, including anti-corruption and anti-bribery), to the extent reasonably necessary for the Bank to comply with legal requirements, assess and manage Credit, Sustainability and other related risks, as well as prepare mandatory reports. Such information may include (including, but not limited to): social responsibility and/or Sustainability policy, related internal documents and reports, information on greenhouse gas emissions or data necessary for their calculation (e.g., energy consumption), waste management, building energy performance certificates, as well as other data and documents necessary to determine the Borrower's activities or financed assets' compliance with environmentally sustainable criteria or objectives. The Borrower agrees that the Bank may obtain this information (including information on energy performance certificates, heating and electricity consumption of real estate pledged to the Bank) directly from public registers, service providers or other persons lawfully processing data, as well as by engaging third parties, to the extent necessary to achieve the stated purposes, and for this purpose may disclose to them the fact of entering into the Agreement.

The Borrower agrees that the Bank may obtain such information directly from public registers, service providers, or

other lawful data processors and may disclose the existence of the Agreement for such purposes.

11. EARLY REPAYMENT OF THE CREDIT

11.1. Early repayment at the Borrower's initiative

11.1.1. The Borrower shall have the right to repay all or part of the Credit before the deadlines set out in the Agreement by giving the Bank at least 5 (five) Business Days' prior written notice. Such notice must specify the Agreement details (date and number), the amount to be repaid early, and the repayment date, which must be a Business Day. After submitting the notice, the Borrower undertakes to ensure that sufficient funds are available in the Borrower's Account to execute the early repayment of all or part of the Credit.

11.1.2. Unless a different early repayment fee is specified in the Special Part, where the Borrower repays all or part of the Credit early at its own initiative:

- (i) using its own funds, the Borrower shall, on the repayment date, pay the Bank an early repayment fee of 1% of the amount repaid early, but not less than EUR 200;
- (ii) using funds of another financial institution (refinancing), the Borrower shall, on the repayment date, pay the Bank an early repayment fee of 3% of the amount repaid early, but not less than EUR 500.

11.1.3. If the Borrower repays part of the Credit early at its own initiative, it shall be deemed that the Borrower has repaid those instalments of the Credit whose repayment dates are the latest, unless the Parties agree otherwise.

11.2. Early repayment at the Bank's demand:

11.2.1. The Bank shall have the right to require the Borrower to repay to the Bank the entire outstanding Credit before the agreed maturity within 10 (ten) days from the date of receipt of the Bank's written demand, and or, upon at least 10 (ten) days' prior written notice to the Borrower, to unilaterally terminate the Agreement early, if at least one of the following material breaches occurs:

11.2.1.1. the Borrower fails to make any Payments for more than 30 (thirty) days;

11.2.1.2. the Borrower uses or has used the Credit for a purpose other than that specified in the Agreement;

11.2.1.3. it becomes apparent that any representation of the Borrower set out in Clause 12 of the General Part or in the Special Part is inaccurate;

11.2.1.4. the Borrower breaches any of the conditions set out in Clauses 8.1 to 8.3, 9.1 to 9.3, 10.1 to 10.2, and 10.11 to 10.13 of the General Part and or in the Special Part;

11.2.1.5. the Borrower repeatedly breaches any of the conditions set out in Clauses 10.3 to 10.8 of the General Part;

11.2.1.6. circumstances arise allowing the conclusion that the Borrower will not make Payments on time, including, without limitation, material deterioration of the Borrower's financial condition (loss making operations, significant decline in sales volume, significant decline in profitability, significant increase in doubtful receivables, negative operating cash flows, initiation of bankruptcy or restructuring proceedings, etc.), refusal of key suppliers to cooperate, the Bank obtaining a right to terminate another agreement with the Borrower early, non performance of obligations to other credit institutions or financial companies, sanctions or measures imposed by courts or authorities restricting the Borrower's rights in its business or financial activity, or the Borrower entering into and or performing transactions with its participants or Related Persons on non market and more favorable terms, etc.;

11.2.1.7. the Borrower or a third party breaches the terms of a transaction, other than the Agreement, that provides a Security Measure, any Security Measure or the related transaction is challenged, or it becomes apparent that it is void or no longer valid;

11.2.1.8. deterioration of the financial condition of a guarantor or surety; decrease in value of pledged or to be pledged assets where the Borrower fails to provide additional security as required under Clause 8; third party claims or obligations encumbering such assets (lease, loan for use, etc.); other creditors commence enforcement against such assets; or other statutory grounds exist allowing the Bank to enforce against pledged assets and or demand early performance;

11.2.1.9. Sanctions are applied to (i) the Borrower, its beneficial owner (the natural person who directly and or indirectly, acting alone or jointly with others, ultimately owns and or controls the Borrower or its management and or exerts significant influence), or any Related Person of the Borrower and or its beneficial owner (including their representatives), and or (ii) any persons securing the Borrower's obligations (including their representatives), and or (iii) persons for whose benefit the Credit is used, such as the Borrower's counterparties or partners;

11.2.1.10. the Bank acquires the right or obligation to terminate the Agreement under mandatory laws on anti money laundering and counter terrorist financing, and or there is a reasonable ground to suspect that any of the persons listed in Clause 11.2.1.9 (each, a Person) is or may be involved in money laundering, terrorist financing, and or other criminal activity, including where the Person fails to provide sufficient documents or evidence regarding ownership and control structure, source of funds, business relationships, or other information required under applicable AML laws;

11.2.1.11. the Borrower's beneficial owner changes (a natural person who, directly and/or indirectly, acting alone or together with other persons, is the ultimate owner of the Borrower and/or controls the Borrower or its management, and/or exercises significant influence over it) and the new beneficial owner of the Borrower is unacceptable to the Bank. This subparagraph shall not apply if (i) the Borrower's securities are publicly traded on a stock exchange, and (ii) no single person holds more than 10 (ten) percent of all shares or other equity interests in the Borrower;

11.2.1.12. the Borrower's assets or part thereof are seized or otherwise restricted, where the value of such assets exceeds 5% of total assets reflected in the balance sheet and or such seizure or restriction is not lifted within 60 days from its commencement;

11.2.1.13. the Borrower has or has not terminated trade relations with natural and or legal persons from countries hostile to the Republic of Lithuania (the Russian Federation, the Republic of Belarus, the Crimea region annexed by the Russian Federation, the Transnistria territory not controlled by the Government of the Republic of Moldova, and the Abkhazia and South Ossetia territories not controlled by the Government of Georgia) by no later than 31 August 2022.

11.2.2. Where, upon occurrence of any circumstance listed in Clause 11.2.1, the Agreement provides that the Bank may take several actions (demand a penalty, increase Interest, terminate the Agreement early, etc.), the Bank shall, at its discretion, determine which action or actions to take in a particular case, and such demand shall be binding on the Borrower.

11.2.3. The Borrower shall not be entitled to re draw any portion of the Credit that has been repaid early at the Bank's demand. If the Borrower repays part of the Credit early at the Bank's demand, it shall be deemed that the Borrower has repaid those instalments of the Credit whose repayment dates are the latest.

11.3. The Borrower shall repay the Credit early in accordance with Clause 7.1 of the General Part by the date specified in the Bank's notice. When repaying the entire Credit early, the Borrower shall also pay all other Payments accrued up to the repayment date.

11.4. The Parties agree that the Bank shall have the right to recover from the Borrower all losses caused by improper performance of obligations under the Credit Agreement, including use of the Credit for a purpose other than that specified.

12. REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower represents and warrants to the Bank that:

12.1. The Borrower has full legal right and authority to enter into and perform the Agreement and to provide the Security Measures. The execution and performance of the Agreement and the provision of Security Measures do not violate any applicable laws, court or arbitral decisions, the Borrower's articles of association or other constitutional documents, or any agreements binding upon the Borrower. All necessary approvals, authorizations, and decisions of the Borrower's corporate bodies or other persons required for the conclusion and performance of the Agreement and related security transactions have been duly obtained.

12.2. The information provided in the application and in all other documents submitted to the Bank in connection with the Agreement is true, valid, and complete. The Borrower does not have any borrowing or lending type obligations, nor obligations under security arrangements, other than those disclosed to the Bank as of the date of signing of the

Agreement in the application or other written communication.

12.3. No Person is subject to Sanctions and, to the best of the Borrower's knowledge, no Person will become subject to Sanctions.

12.4. No legal proceedings have been initiated or, to the Borrower's knowledge, are intended to be initiated, the outcome of which could adversely affect the Borrower's financial condition or business, or in which the amount claimed or intended to be claimed exceeds 5 percent of the Borrower's total assets as reflected in its balance sheet.

12.5. The Borrower's activities, as well as the activities and or assets financed under the Agreement, are and will be conducted in compliance with applicable environmental, social, human rights, labor, corporate governance, anti corruption and anti bribery, and other sustainability related legal requirements.

12.6. The Bank has informed the Borrower of the Bank's right to re evaluate and review the value of pledged assets in accordance with the Bank's procedures and at intervals determined by the Bank.

12.7. The representative of the Borrower who signed the Agreement acts within the scope of authority duly granted by the Borrower in compliance with applicable laws, the Borrower's constitutional documents, internal regulations of its management bodies, and other legal requirements.

13. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

13.1. The terms of the Agreement and any information obtained by the Parties in the course of performance of the Agreement shall be confidential and shall not be disclosed to third parties without the consent of the other Party, except in cases foreseen in the Agreement and or under the laws of the Republic of Lithuania.

Disclosure shall not be deemed a breach of this clause where information is provided to:

- (i) an auditor or audit firm conducting an audit of the Bank's or the Borrower's activities, compliance, or financial statements;
- (ii) the principal shareholder of the Bank holding more than half of all shares in the Bank, as well as companies affiliated with such shareholder or with the Bank;
- (iii) persons securing performance of the Borrower's obligations under the Agreement;
- (iv) lawyers and other legal advisers providing services to either Party;
- (v) persons involved in assessing the potential transfer of a Party's business or part thereof, or in obtaining financing for a Party's activities, such as potential investors, purchasers, auditors, or lawyers;
- (vi) other persons specified in the General Terms and Conditions.

13.2. If the Borrower is more than 30 (thirty) days overdue in making any Payment, the Bank shall have the right, without separate consent of the Borrower, to publicly disclose or provide to third parties information regarding the terms of the Agreement, the Borrower, and the outstanding obligations owed to the Bank.

13.3. In performing this Agreement, each Party acts as an independent data controller with respect to any personal data processing operations carried out by it. The Parties shall comply with the obligations established under applicable personal data protection laws, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

The Bank's Privacy Policy describing its personal data processing activities is available on the Bank's website at www.finorabank.eu.

The Borrower undertakes to provide this information to data subjects whose personal data may be processed by the Bank in connection with the Agreement.

The Bank shall have the right to transfer personal data to third parties in the cases and in accordance with the procedure set out in the Agreement and in the Bank's Privacy Policy.

14. FINAL PROVISIONS

14.1. The Bank shall have the right to unilaterally amend the provisions of the General Part by notifying the Borrower by email to the email address specified in the Special Part no later than 30 (thirty) days prior to the effective date of

such amendments.

If the Borrower does not agree with the amendments to the General Part, the Borrower shall have the right to terminate the Agreement by notifying the Bank in writing, including by email, before the effective date of such amendments.

In such case, upon termination, the Borrower shall not be required to pay any additional fees, including any early repayment fee. However, no later than on the last day before the amendments would take effect, the Borrower must repay the entire outstanding Credit and pay all Interest and, where applicable, Compensatory Interest accrued up to the termination date.

If the Borrower does not notify the Bank of termination in accordance with this clause, the Agreement shall be deemed to remain in force and the amended provisions of the General Part shall apply to the Borrower.

14.2. This Agreement shall be governed by the laws of the Republic of Lithuania. Any disputes between the Parties that cannot be resolved by negotiation shall be settled in accordance with the laws of the Republic of Lithuania in the competent court in the city of Vilnius.