

PARALLEL OBLIGATIONS AGREEMENT No. _____

Riga, July __, 2020

Lendee

Collateral Agent

SIA “SF MGMT collateral”, registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia with a unitary registration No. 42103112030, legal address: Bukultu iela 11, Riga, LV – 1005, represented by a Board member Nīkita Gončars, who is acting based on the Articles of Association,

The Lendee and the Collateral Agent hereinafter referred to as the Parties,

whereas:

- a) The Lendee has used the platform www.lendsecured.eu (hereinafter the Platform) elaborated and administrated by SIA “Secured Finance MGMT”, registration No. 50103266451, to apply for a loan in the amount of EUR _____ (hereinafter the Loan);
- b) Platform users – the Lender(s) has(have) granted or will grant a loan to the Lendee by using the Platform tools, and authorised the Collateral Agent to represent the Lender in relations with the Lendee and to keep the pledge that secures the Lender's claims,

the Parties enter into this agreement on parallel obligations (hereinafter the Agreement):

Part I Special conditions

1. Loan amount:	EUR _____, of which: 1. EUR _____ shall be transferred to the Lendee's bank account No. _____; 2. EUR _____ shall be deducted as a commission fee for loan arrangements.
2. Loan collateral:	
3. Annual interest rate:	
4. Supervision fee:	
5. Payment procedure:	The Lendee shall repay the Loan by paying the principal amount of the Loan and the interests for the period of the loan use.
6. The period of repayment of the principal amount of the Loan and the Loan interest:	
7. Loan interest start day:	Day of signing the Agreement
8. Maturity term:	
9. Mortgage amount:	

Part II
General conditions

1. Terms and definitions

Annual interest rate	A fixed interest rate applied as a fee for using the Loan and specified in Part I of the Agreement “Special Conditions”, Clause 4.
Maturity term	A Loan maturity term defined in Clause 8 of the Special conditions subject that the Lessee performed all the obligations hereunder. Before the due date specified herein, the Collateral Agent or the Platform Administrator shall receive the repayment of the principal amount of the Loan and the Loan interest on its bank account. Should the due date of the Loan repayment fall on a non-business day, the due date of the Loan repayment shall be considered the next business day.
Platform	The environment of the web page www.lendsecured.eu , where the Lender(s) lends and Lendee(s) borrows financial means for the implementation of his(their) business projects.
Platform administrator	SIA “Secured Finance MGMT”, registered in the Register of Enterprises of the Republic of Latvia under a unitary registry No.50103266451, address: Bukultu iela 11, Riga, LV-1005, e-mail: info@lendsecured.eu
Supervision fee	A fee paid by the Lendee to the Platform Administrator together with the Loan interest, starting from the Loan issue moment and until the moment of Loan repayment. The amount of the Supervision fee is defined in Part I of the Agreement “Special Conditions”, Clause 4, and shall be calculated as the percentage from the remaining unpaid Loan amount.
Lender	The user(s) of the platform, who lent money to the Lendee using the tools of the Platform for lending purposes.
Loan	A Loan amount issued by the Lender to the Lendee in accordance with the terms and conditions of the Agreement, and which the Lendee undertakes to repay, including the Commission fee, the Loan interest, the interest on arrears, the penalty, the Supervision fee and other payments related to the Loan.
Mortgage amount	The maximum amount of claim secured by the pledge, which is corroborated in the Land Register.
Commission fee	A payment to be paid by the Lendee to the Collateral Agent for the assessment of the Lendee’s transaction, preparation of documents necessary for signing the Agreement, and also all expenses arising with regards to this Agreement – evaluation of the Loan Collateral, pledge registration/amendment/cancellation, including the notarial fees both at the moment of signing the Agreement and during the period of its validity according to the actual amount of such expenses. The Commission fee shall be deducted from the total Loan amount and shall not be transferred to the Lendee’s bank account.

Agreement	This Agreement with all its amendments, additions and covenants.
Loan collateral	The Real Estate used as a Loan Collateral pursuant to Special Conditions of the Agreement, Clause 2, for which the first mortgage is registered in the Land Register for the benefit of the Collateral Agent.
Pledger	The owner of the Loan Collateral, whose real estate secures the claims arising out of this Agreement.
Party / Parties	The Collateral Agent and the Lendee collectively.

1. SUBJECT OF THE AGREEMENT

- 1.1. By signing this Agreement, the Lendee agrees that the Collateral Agent will represent the Lendee in relation to the administration and regaining of the Loan, among other, the Collateral Agent shall be entitled to receive the repayment of the Loan and other loan-related payments. By signing this Agreement, the Lendee undertakes liabilities to the Collateral Agent in the same amount as he does to the Lender.
- 1.2. The balance of the Lendee’s Loan issued by the Lender shall reduce simultaneously and in the same amount as the liabilities to the Collateral Agent and/or Platform Administrator, and by the full repayment of the Loan to the Collateral Agent and/or the Platform Administrator, the Lendee fully settles his liabilities to the Lender.
- 1.3. The liabilities undertaken by the Lendee hereunder shall be secured by the mortgage and the pledge corroborated in the Land Register on the Loan Collateral, which consists of the Real Estate specified in Part I of the Agreement “Special Conditions”.

2. LOAN REPAYMENT PROCEDURE

- 2.1. The Loan shall be repaid and all other related payments shall be made to the Collateral Agent and the Platform Administrator by money transfer in EUR currency, transferring the money to the escrow account integrated in the Platform and indicating the following payment details:
 - a) Payee: “Lemon Way”;
 - b) Payee’s registration No.: 500 486 915;
 - c) Payee’s account No.: FR7630004025110001118625268;
 - d) The purpose of payment shall include the number of user specified in the Lendee’s Platform profile.
- 2.2. The Collateral Agent shall be entitled to request other method of payment by informing the Lendee in written about the account number to which the Agreement-related payments shall be made.
- 2.3. The Lendee shall be entitled at any time, by giving at least a 10 (ten) business day prior written notice to the Platform Administrator, sending a respective application by mail or submitting it personally in the Platform Administrator’s office, to repay a part of the full amount of the Loan prematurely. Within 5 (five) business days after the receipt of such application, the Platform Administrator shall inform the Lendee on the total amount of contractual liabilities, using the communication method specified in the application. In this case the Lendee shall pay the Platform Administrator a fair an unbiased reasonable compensation of expenses directly related to the premature Loan repayment, paying the compensation along with the premature Loan repayment as a single payment in the amount of __ (___) months interest rate calculated from the principal amount of the Loan being repaid prematurely.

3. RESPONSIBILITY OF THE PARTIES AND RESOLUTION OF DISPUTES

- 3.1. In case if the Lendee fails to repay the Loan in full or in parts, or fails to pay the interest to the Collateral Agent and/or Platform Administrator within the terms specified herein, the Collateral Agent shall evaluate the economical reasonability of imposing the penalty and inform the Lendee respectively, and the Lendee, in addition to other payments defined herein, shall pay the penalty in the amount of 0.5 % (zero point five percent) from the amount of interests which have not been timely

paid for each calendar day of the delay, but the total amount of the penalty shall not exceed 10% (ten percent) from the unpaid amount of the Loan. Imposing or paying of the penalty shall not replace the Lendee's obligation to immediately repay all the unpaid interests and the remaining Loan amount.

- 3.2. If the Lendee fails to make some of the payments within the deadlines specified herein, the Lendee shall pay the Collateral Agent or the Platform Administrator the interest on arrears in the amount of 1.5% (one point five percent) from the Loan amount in arrears.
- 3.3. Should the Lendee fail to repay the Loan in full until the Loan maturity period specified, or in case if the conditions of Clause 3.6.1 or 3.6.2 become applicable, the Lendee shall pay the Collateral Agent or the Platform Administrator the interest on arrears in the amount of 3% (three percent) from the Loan amount in arrears for each day of delay. Payment of the interests on arrears shall not release the Lendee from his liabilities.
- 3.4. In case if the Lendee has repaid only a part of his debt, or if the Lendee violated the Agreement and the obligation to pay a penalty arises, the further payments made by the Lendee shall be assigned as follows:
 - 3.4.1. Coverage of the interest on arrears;
 - 3.4.2. Payment of interests;
 - 3.4.3. Loan repayment;
 - 3.4.4. Penalty payment.
- 3.5. Any dispute, disagreement or claim among the Parties, including those arising out of the Agreement, related to the Agreement, its amending, violation, termination, cancellation, legality, validity or interpretation shall be resolved by mutual consent of the Parties, but if the consent is not possible, the dispute shall be resolved in court.
- 3.6. The Collateral Agent shall be entitled to perform the following actions at his choice:
 - 3.6.1. to withdraw from the Agreement unilaterally by giving a respective notice to the Lendee, using his address specified herein;
 - 3.6.2. to demand a preschedule fulfilment of obligations;
 - 3.6.3. to exercise his right of claim in full amount,- in case if at least one of the following circumstances arise: 1) the Lendee fails to make a full or partial payment hereunder for more than 30 (thirty) calendar days; 2) the Lendee alienates / sells the Loan Collateral to third parties; 3) the Lendee is using the Loan for the purposes other than those defined in this Agreement (if such purposes have been defined); 4) a claim has been lodged in the court against the Lendee and/or the Pledger about the recovery of debt and/or losses, or a decision has been made by a respective institution regarding the pledging of money and property of the Lendee and/or the Pledger, or some of the claim security means have been implemented within a civil or criminal procedure; 5) the market value of the Loan Collateral reduced or the Loan Collateral was fully or partially lost as a result of malicious actions or neglect of the Lendee.
- 3.7. The Parties hereby agree that in case of failure to perform the conditions of Clause 3.6.2 hereof, the Collateral Agent shall be entitled to terminate the Agreement unilaterally and to demand the uncontested enforcement of obligations by foreclosing the mortgaged property, and among other the Parties hereby agree that the Collateral Agent shall be entitled to sell the pledged Loan Collateral for a free price on a voluntary auction within legal action.
- 3.8. The Collateral Agent shall be entitled to submit the debt for collection, as well as to assign the claims arising of the Agreement to any third party, and such cession can also include the processing of the Lendee's personal data and the transfer of the Lendee's personal data to the receiver of the claims (cessionary).
- 3.9. If the Lendee's debt file is submitted to a debt collection service provider or a sworn attorney, all the expenses and losses related to the debt recovery process and its progress shall be covered by the Lendee.
- 3.10. The Collateral Agent shall be entitled to process the Lendee's personal data (registered with the Data State Inspectorate), as well as to submit and to receive the Lendee's data and other information from third parties, databases, record-keeping systems (e.g. The Population Register, The Land Register etc.) and to process the data aimed at the customer accounting, offer of services, service rendering and maintenance. The Lendee hereby agrees with the procession and receiving of his data, as well as with sending of his data to debt collection service providers.
- 3.11. The Lendee hereby certifies that he is a person performing economic activity in accordance with the Commercial Law, Personal Income Tax Law and other legislative acts regulating economic activities.

- 3.12. The Lendee hereby certifies that all the information provided to the Collateral agent about the purpose of use of the Loan is true and proves the use of the Loan for the purposes of the Lendee's economic activities.
- 3.13. The Lendee hereby certifies that the Loan will be used for the needs of his economic activities. In this regard the Lendee is aware that he is not a consumer and the regulation of the Consumer Rights Protection Law will not be applicable to the Lendee.
- 3.14. In case if the Collateral Agent performs some actions mentioned in the price list attached hereto, the Lendee shall pay the Collateral Agent or the Platform Operator a remuneration for the respective services rendered in accordance with the prices specified in the price list.
- 3.15. During the period of validity of the Agreement, the Collateral Agent shall be entitled to assess the financial state of the Lendee, which includes the right of the Collateral Agent to demand and the obligation of the Lendee to provide on his request the Lendee's account statements for the last 6 (six) months after the moment of the respective inquiry, as well as other documents related to the financial state of the Lendee.
- 3.16. The Platform Pperator and the Collateral Agent shall be entitled to refuse the payment of the Loan and/or to withdraw from the Agreement unilaterally in case if the appraisal of property establishes that the Loan exceeds 60 % (sixty percent) of the property market value.
- 3.17. The Lendee shall not be entitled to alienate the Loan Collateral or its part, as well as to pledge or encumber it in any other way, and to transfer it for the use of any third party without a written consent of the Collateral agent. Within the meaning of this clause, the Lendee's spouse, underage children and parents shall not be deemed the third parties.
- 3.18. The Lendee undertakes to ensure that any compulsory payments and expenses related to the Loan Collateral, including the real estate tax, utility payments, maintenance and upkeeping fees shall be paid in due time and amount.
- 3.19. The Lendee undertakes to ensure that the Loan Collateral is maintained in good condition in accordance with the requirements of the applicable regulatory enactments, avoiding any degradation of its condition. Natural wear and tear of the Loan Collateral shall not be deemed as degradation of its condition.
- 3.20. The Collateral Aagent shall be entitled to impose a penalty on the Lendee in the amount of 5% (five percent) of the Loan amount for the violation of the obligations stipulated in Clause 3.17, 3.18, 3.19 hereof, subject that the Collateral Agent has informed the Lendee about such violation, sending a respective notice to the Lendee's e-mail or residential address specified herein, and the Lendee failed to remedy the violation within 30 (thirty) days after the receipt of the notice.

4. FORCE MAJEURE CIRCUMSTANCES

- 4.1. A Party will not lodge any claims to the other party in case of *force majeure* circumstances, such as fire, natural disaster, strike, any war and terrorist activities, activities by the state and municipal authorities that directly affect the performance of the Agreement and that could not be predicted and avoided.
- 4.2. The occurrence of the *force majeure* circumstances shall be approved by a document issued by a respective authority certifying the occurrence of the above circumstances. A Party shall immediately inform the other Party on the occurrence of such circumstances and take all necessary actions aimed at avoiding of losses that the Parties can incur while performing the Agreement.

5. OTHER CONDITIONS

- 5.1. The Agreement enters into legal force upon signature and is valid until all the obligations of the Parties are fulfilled.
- 5.2. By signing this Agreement, the Parties certify that they are authorised to perform all actions specified in herein.
- 5.3. Should any of terms and conditions of the Agreement become invalid, it does not affect the validity of other terms and conditions of the Agreement.
- 5.4. The Parties are entitled to provide the information about the Agreement to state authorities authorised to request and receive such information, and the Parties shall not be entitled to provide this information to any other third parties without a prior written consent of the other Party, except of cessionaries, authorised persons and debt collectors.

- 5.5. The Lendee agrees with the processing of his personal data and personal ID number for the purposes of this Agreement.
- 5.6. The Lendee agrees that the Collateral Agent can contact the Lendee by using the following communication tools: sending an SMS or calling to the Lendee's mobile telephone number; calling to other Lendee's telephones numbers; sending an e-mail to the Lendee's e-mail address; sending a simple or registered mail to the Lendee's specified declared or residential address, and in this case the letter shall be deemed received on the 5th (fifth) calendar day after its submission to a post office.
- 5.7. Any time within the period of validity of the Agreement, upon a request of the Lendee and free of charge, the Lendee shall be entitled to receive a statement with the Loan repayment schedule in paper format.
- 5.8. The type of loan – a loan agreement secured by the real estate mortgage.
- 5.9. The Parties have read and understood the Agreement. The Agreement includes the full covenant of the Parties and it cannot be changed by any other procedure except of a written mutual agreement of the Parties.
- 5.10. The Agreement shall be binding for both Parties, as well as for their successors and assigns.
- 5.11. The Agreement is made on _____ pages in four copies in English language. The Collateral Agent receives two copies, the Lendee receives one copy of the Agreement and one copy shall be submitted to the Land Register. All the copies are of equal legal force.

Collateral Agent:

Lendee:
