

# F24: LOAN AGREEMENT, ●

Client ID: ●-201●

Riga, 201●. ●●



## PART I. PRINCIPAL CONDITIONS

BORROWER	
Name	Registration number
SWIFT and bank account number	Address
Representative and position	Phone and email
LENDER	
Name Capitalia Finance, OU	Registration number 12822836
SWIFT and bank account number NDEAEE2X, EE941700017003927270	Address Tartu mnt84a, Tallinn 10112
Representative and position Juris Grišins, Chairman of the board	Phone and email +372 5199 0880, info@capitalia.com
LOAN	
Loan amount (EUR) EUR ● (● EURO)	Loan term ● MONTHS
Management fee ●% (●) monthly	Interest ●% (●) monthly
Special conditions ●	
Loan purpose ●	
Other conditions ●	
Personal warranty ●	

## **PART II. GENERAL TERMS**

### **1. Subject of the Loan Agreement.**

- 1.1. Lender issues and Borrower accepts and repays the Loan, according to the terms and conditions of this Loan Agreement. The Borrower shall pay Interest for the usage of the Loan for the period of time when the Loan has been actually in use, in accordance with this Loan Agreement. Loan and Interest shall be repaid according to the Payment schedule, attached in Part III of this Loan Agreement. In addition to that the Borrower shall pay the Lender monthly Management fee as indicated in the Principal Conditions of this Loan Agreement.
- 1.2. If applicable under the Special Conditions, the Borrower undertakes to secure the execution of this Loan Agreement by pledging in favor of the Lender the whole property belonging to the Borrower as an aggregation of property, as well as future components of the aggregation of property, or mortgaging the real estate belonging to the Borrower, for which, simultaneously with the signing of this Loan Agreement between the Borrower and Lender a pledge or mortgage agreement shall be signed (hereinafter – “Collateral Agreement”).
- 1.3. For issuing the Loan and the drafting of related documents the Borrower pays Lender a Loan issuance commission, according to Agreement on attraction of funding Nr. ●-201●, Clause 1.2 Funding fee. Loan issuance commission shall be retained from the Loan when the Loan is granted.
- 1.4. Lender and Borrower agree that Terms and Conditions of capitalia.com (hereinafter - “Platform”) User Agreement as published on the Platform are applicable and binding to the Lender and Borrower in relation to this Loan Agreement.

### **2. Terms and conditions of the issue, use and repayment of the Loan.**

- 2.1. Lender pays the amount of Loan to the bank account of the Borrower within 3 (three) Business Days (any day, on which banks in Latvia are operating, except Saturdays, Sundays, and public holidays) after the Borrower has signed the Loan Agreement and, if applicable under the Special Conditions, the collateral as defined in the Collateral Agreement has been registered in favor of the Lender according to the Collateral Agreement. Lender is entitled to reject to issue the Loan in case if Lender has detected any of the conditions stated in Clause 3.3.
- 2.2. All Borrower’s payments to the Lender shall be made in the currency of Loan and Lender is entitled to convert received funds according to the exchange rate of the Lender’s bank.
- 2.3. For the delay of payment Borrower shall pay, in addition to Interest and Management fee payments for the usage of the Loan, late payment interest to the Lender in the amount of 0.25% (zero point twenty five percent) for every calendar day of delay.
- 2.4. Any payments made by the Borrower according to this Loan Agreement at first will be used to cover late payment interest, then Interest and Management fee payments, then the principal amount of the Loan and lastly any contractual penalties, starting with the last delayed payment, unless the Lender has stated otherwise. In case that the Lender uses one of such payments to cover the principal amount of the Loan first, then this will be without prejudice to the Borrower’s obligation to pay the Interest and Management fee payments and contractual penalty which will remain in force as an independent claim.
- 2.5. It is the obligation of the Borrower to electronically send the Lender in 3 (three) working days from the notice by the Borrower bank account statements from all the bank accounts of the Borrower, that show the Borrower’s activity for the time since issuance of the Loan. Borrower undertakes obligation to inform the Lender about opening new account(s) within 3 (three) Business Days after opening such account(s) within the validity period of this Loan Agreement as well as to ensure that the obligation to send the Lender bank account statements as mentioned in this clause also applies to such new accounts. Apart from that, the Borrower also undertakes the obligation to provide the Lender with bank account statement within 10 (ten) Business Days after receiving the Loan proving the Loan has been used for the Loan purpose stated in this Agreement.
- 2.6. Till the moment, the Borrower has fully completed its obligations according to this Loan Agreement, Borrower is restricted, without prior written consent of the Lender:
  - 2.6.1. To fully or partially obtain or alienate the Borrower and to start new or stop existing commercial activities of the Borrower;
  - 2.6.2. Issue or repay loans, issue guarantees and similar liabilities to Borrower’s officials and/or shareholders and parties related to them, or to conclude other agreements with such persons which are not necessary for the performance of normal everyday commercial activity of the Borrower;
  - 2.6.3. Issue, receive or grant loans, guarantees, collaterals, as well as to pledge or mortgage Borrower’s own property;
  - 2.6.4. Buy or sell shares of the Borrower;
  - 2.6.5. Initiate Borrower’s reorganization, liquidation, insolvency and legal protection proceedings;
  - 2.6.6. To make decision regarding changes in the Borrower’s share capital, changes in the management board or Borrower’s shareholders’ register.
- 2.7. Borrower shall provide to authorized person of the Lender rights to visit Borrower’s premises where commercial activity of the Borrower is performed, demand and participate in auditing of Borrower’s property as well as to

perform other actions which may be necessary for control of Borrower's financial standing and settlement of liabilities within 1 (one) Business Day after respective demand of the Lender.

- 2.8. For every breach of Clauses 2.6., 2.7., and their subclauses as well as for delay of more than 5 (five) calendar days of performance of obligations according to Clause 2.5., if such delay is not rectified within 5 (five) calendar days after Lender's warning, Borrower shall pay to the Lender contractual penalty in amount of 10% (ten percent) of the Loan amount for every case of breach. The payment of such a contractual penalty does not release the Borrower from the obligation to rectify any such breach.

### **3. Execution and breach of the Loan Agreement.**

- 3.1. This Loan Agreement comes into the force when signed by both Parties and lasts until fulfillment of all Borrower's obligations hereto, according to the terms of this Loan Agreement.
- 3.2. Borrower is entitled to repay the Loan pre-term, but not earlier than at least 6 (six) months after the conclusion of the Loan Agreement, by notifying the Lender in writing 5 (five) Business Days in advance. In case of repayment of the Loan pre-term, Borrower shall pay Interest for the full period of current calendar month when Loan is repaid and all of the remaining and unpaid Management fee.
- 3.3. Lender is entitled to terminate this Loan Agreement unilaterally and demand immediate (not later than within 3 (three) Business Days after the request of the Lender has been sent or from the day when it was personally delivered) repayment of principal amount of Loan, accumulated Interest, Management fee and penalties in following cases:
- 3.3.1. Borrower has breached any of obligations under the Clauses 2.6., 2. 7.
  - 3.3.2. Borrower has breached obligations under the Clause 2.5. and has not rectified the breach within the terms stated in Clause 2.8.;
  - 3.3.3. Borrower has delayed any of the payments stated in this Loan Agreement for more than 5 (five) Business Days;
  - 3.3.4. Insolvency claim has been submitted to the court against the Borrower, Borrower is under liquidation proceedings, or Borrower's legal protection proceeding has been initiated;
  - 3.3.5. Borrower has submitted false information and/or falsified documents to the Lender;
  - 3.3.6. Borrower has not used the Loan for the purpose stated in Part I of this Loan Agreement;
  - 3.3.7. Borrower does not fulfill any of the Other conditions stated in Part I of this Loan Agreement;
  - 3.3.8. If applicable, the Borrower is not performing the Collateral Agreement, the object of the pledge or mortgage has perished, become lost or the value of the object of the pledge or mortgage has decreased by more than 10% from value the object was at when being pledged or mortgaged.
  - 3.3.9. If applicable, the legal entity giving the collateral in favor of the Lender for securing the fulfillment of the Borrower's obligations under this Loan Agreement or the legal entity that is giving a surety that the Borrower will perform its obligations, is declared as insolvent, liquidated or under legal protection process and the Lender and Borrower have not within 2 (two) weeks agreed on a new person who will give the collateral or give a surety that the Borrower will perform its obligations.
  - 3.3.10. If applicable, the private individual giving the collateral in favour of the Lender for securing the fulfillment of the Borrower's obligations under this Loan Agreement, is proclaimed missing, incapacitated or dead and the Lender and Borrower have not within 2 (two) weeks agreed on a new person who will give the collateral.
  - 3.3.11. Bank accounts or property of the Borrower are arrested and/or other claims against security of this Loan Agreement are submitted.
  - 3.3.12. Borrower has not informed the Lender of any off-balance liabilities.
- 3.4. If the Borrower breaches or unduly fulfills its contractual liabilities under this Loan Agreement, Lender is entitled to transfer its rights to collect delayed payments to third parties, including transfer of rights to process personal data and to place such data in publicly available databases. If in case of non-fulfillment or unduly fulfillment of Borrower's liabilities, Lender has assigned third parties to perform debt collection activities against the Borrower, Borrower is obliged to cover expenses of debt collection in addition to the liability to repay the Loan. Parties hereby agree, that third parties authorized by the Lender, are entitled to collect debt collection expenses stated above directly from the Borrower according to their tariff.
- 3.5. In case of failure to make Loan repayments or non-performance of clause 2.5. of this Loan Agreement, the Lender shall send to the Borrower a registered letter with a reminder of the non-performance of the obligations arising out of this Loan Agreement. The Lender has the right to recover from the Borrower the costs that have been incurred from the preparation and sending of such a letter in accordance to the price list as published on Lender's webpage.

### **4. Confidentiality**

- 4.1. Any and all written business, financial, analytical, operational activity or any other information in any form, or data with actual or potential commercial value, that they have, that are not known to third parties, and are related with the Borrower and its commercial activity (hereinafter - "Confidential information"), shall remain confidential, when being given to the Lender, except for information provided in accordance to clause 4.3. of this Agreement.

- 4.2. The Lender shall not disclose or make available in any other way the Confidential information either fully or in part to any other party, that has not been named in this Loan Agreement, as well as will not use it for commercial purposes, without the prior written consent of the Borrower, unless the Borrower has given such information to the Lender in accordance to the clause 4.3. of this Agreement.
- 4.3. Borrower acknowledges and confirms that Loan can be sold, pre-financed or marketed to other investors through marketplace funding or crowd-funding portals. By signing this Agreement, Borrower agrees to the rights of the Lender to provide to potential investors on such portals information that does not identify the Borrower, while with approval of the Borrower, also information that identifies the Borrower.

## 5. Other provisions

- 5.1. Borrower confirms that at the day of signing this Loan Agreement the Borrower has no off-balance liabilities (e.g. sureties given to other persons and the Borrower has not signed any agreement for undertaking such off-balance liabilities. The Borrower also confirms that all the information provided to the Lender by the Borrower or it's representatives is true and actual. The Borrower also confirms that it has not intentionally not disclosed any information that could negatively impact the decision of issuing the Loan.
- 5.2. The Lender will be glad to receive recommendations from the Borrower, as well as will examine any complaints regarding the activity of the Lender. The Borrower is invited to send such recommendations or complaints to [info@capitalia.com](mailto:info@capitalia.com). All complaints will be reviewed by the board of the Lender in no longer than 7 days.
- 5.3. This Loan Agreement is concluded and Parties shall execute this Loan Agreement according to the laws of the Republic of Estonia. Any dispute or claim arising from this Loan Agreement, its breach or annulment shall be settled according to jurisdiction, pursuant to the legislation of the Republic of Estonia.
- 5.4. This Loan Agreement cancels all previous negotiations and agreements between the Parties made before signing this Loan Agreement. Only the obligations prescribed in this Loan Agreement are binding to the Parties.
- 5.5. All changes and amendments to this Loan Agreement are valid if signed by both Parties. Changes and amendments of the Loan Agreement becomes an integral part of this Loan Agreement.

In case the Parties agree on signing of the Collateral Agreement, this Loan Agreement has to be signed by both Parties for filling at the relevant state institutions for registration of the collateral.

## SIGNATURES

**On behalf of the Lender**

**On behalf of the Borrower**

Juris Grišins

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**PART III. PAYMENT SCHEDULE**

<b>Payment date</b>	<b>Remaining Loan</b>	<b>Monthly payments</b>	<b>Monthly Interest</b>	<b>Monthly Management fee</b>	<b>Principal Amount</b>
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