

## INVESTMENT PLATFORM AGREEMENT TERMS AND CONDITIONS FOR FINANCIAL SERVICES

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## 1. General information

### 1.1. Information about the company

SIA "Viainvest" is a limited liability company registered in the Republic of Latvia with unified registration number No. 40203015744, legal address Roberta Hirsā Street 1, Riga, LV-1045, Latvia, e-mail: [info@viainvest.com](mailto:info@viainvest.com), which has received an investment brokerage company license issued by the Bank of Latvia ([www.bank.lv](http://www.bank.lv); legal address K. Valdemara Street 2A, Riga, LV-1050, Latvia) and which provides investors with investment services, investment ancillary services and other related services through the platform.

These terms and conditions of the Investment platform for financial services determine the terms and conditions applicable to the receipt of investment services, ancillary investment services and other services provided by SIA "Viainvest", that SIA "Viainvest" can offer to potential or existing investors.

### 1.2. Agreement terms and abbreviations

The following terms and abbreviations are used in this Agreement:

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| <b>Lender</b>                      | Lender, who has issued the Loan to the Borrower and exercises all the rights and obligations towards the Borrower arising from the Loan Agreement in accordance with the provisions of the Loan Agreement. The term "Lender" in the context of this Agreement shall also refer to a legal entity providing financing to the Borrower in the event of entering into a Business Loan Agreement. |
| <b>Loan Agreement</b>              | Loan Agreement that has been concluded between the Lender and the Borrower.   |
| <b>Loan Account</b>                | An account used to record the Investor's active Loans (Loan Agreements for Business) granted to the Borrower.   |
| <b>Loan</b>                        | Principal amount of the Loan, or a part thereof, issued to the Borrower under the Loan Agreement, but not repaid, which the Borrower repays to the Lender under the Loan Agreement and which the Lender transfers to Viainvest for payment to the Investor depending on the Investment amount.  |
| <b>Loan Agreement for Business</b> | Loan Agreement concluded between the Lender and the Borrower for the provision of economic activity, comprised of financing for the Borrower.   |
| <b>Borrower</b>                    | Natural or legal person who has entered into a Loan Agreement with the Lender. The term "Borrower" in the context of this Agreement is also applicable to a legal person that receives financing from the Lender in the case of concluding a Loan Agreement for Business.   |

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| <b>Assessment of suitability and appropriateness</b> | Process in which Viainvest collects information about the Investor and conducts an assessment of the Investor in order to verify the Investor's knowledge and competence in the field of investment in relation to a specific type of product or service, the Investor's financial condition, including the Investor's ability to suffer losses, and investment goals, also taking into account the Investor's resilience against risk and any sustainability preferences, so that Viainvest can offer to the Investor or potential Investor investment services and financial instruments that are suitable for the Investor and, in particular, meet the Investor's needs, resistance to risk and ability to bear losses. |
| <b>Auto Invest</b>                                   | Tool that allows the Investor to perform automatic transactions with Financial Instruments according to the parameters chosen and approved by the Investor in accordance with Viainvest's Portfolio Management Policy.  |
| <b>Price List</b>                                    | Amount of payments to be paid by the Investor to Viainvest for the services received on the Platform, and which is an integral part of this Agreement. The price list is published on the Website: <a href="http://www.viainvest.com">www.viainvest.com</a> and may be amended from time to time.   |
| <b>Business Day</b>                                  | Official working day in the Republic of Latvia (8.00 – 17.00 CET; 9.00 – 18.00 EET), except Saturdays, Sundays and public holidays.   |
| <b>Extra-territorial Sanctions</b>                   | Applicable sanctions imposed by a Member State of the North Atlantic Treaty Organization.   |
| <b>Issuer</b>  | Legal entity that has the right to issue the Financial Instruments offered on the Platform. The list of issuers is available on the Web site: <a href="https://www.viainvest.com">https://www.viainvest.com</a> . Details of the Issuer of a particular Financial Instrument can be found in the issue Base Prospectus.   |
| <b>Financial Instruments</b>                         | Financial Instruments, which are specified on the Platform of Viainvest and Investor Profile. Information about the Financial Instruments offered on the Viainvest Platform is provided in the Base Prospectuses and Final Terms.   |
| <b>Financial Instruments Account</b>                 | Account specially opened for the Investor on the Viainvest Platform for holding Financial Instruments.  |
| <b>Bank of Latvia</b>                                | Bank of Latvia, K. Valdemara Street 2A, Riga, LV-1050, Latvia, website: <a href="http://www.bank.lv">www.bank.lv</a> .  |
| <b>Final Terms</b>                                   | Terms and conditions of sale of the relevant Financial Instruments, including, but not limited to, the amount, deadline or deadlines, denomination, interest rate or rates (or interest rate/rate calculation mechanism), payment terms, final maturity date, repurchase rights, price and other terms and declarations, which are not included in the issue Base Prospectus.   |
| <b>Investment</b>                                    | Purchase of Financial Instruments.  |
| <b>Investor's Representative</b>                     | Legal representative of the legal person, acting in the interests of the Investor – the legal entity.   |
| <b>Investor's Profile Number</b>                     | Unique Investor's Identification Number assigned by Viainvest.  |
| <b>Investor's Profile</b>                            | Website created on the Platform uniquely for the Investor.  |
| <b>Investor</b>                                      | Natural or legal person who is registered on the Platform for the purpose of using the services provided by Viainvest.  |

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| <b>Investor's Account</b>                           | Separate account on the Platform for the Investor's funds.   |
| <b>Agreement</b>                                    | These terms and conditions of the Viainvest investment platform agreement on financial services, which, among other matters, lay down the rights and obligations of the Parties and other conditions for the receipt and provision of Viainvest investment services and investment ancillary services.   |
| <b>National Sanctions of the Republic of Latvia</b> | In accordance with the regulatory enactments of the Republic of Latvia and the international law, restrictions have been set for the subject of sanctions, which have been determined by the Cabinet of Ministers (Latvia) in accordance with the procedure provided for in the International and National Sanctions Law of the Republic of Latvia (Latvia).   |
| <b>Current Account</b>                              | Current account opened for the Investor in a credit institution, payment or electronic money institution registered and/or licensed in the European Economic Area, Switzerland or the United Kingdom, and the payment made meets the following criteria:<br>a) the type of payment is a SEPA payment made in euro;<br>b) the payment is made from the Investor's current account (IBAN);<br>c) the Investor's name and surname are clearly and precisely indicated in the details of the received payment. |
| <b>Service Fee</b>                                  | Fee set by Viainvest for the services provided, which is indicated in the Price List, which may be amended from time to time.  |
| <b>Base Prospectus</b>                              | Base Prospectus of any Financial Instrument prepared, approved and published in accordance with applicable regulation.   |
| <b>Verification Technology</b>                      | Verification technology that ensures the identification of the Investor and the Investor's Representative and the verification of the personal identification document.  |
| <b>Platform or Website</b>                          | Website created and maintained by Viainvest: <a href="http://www.viainvest.com">www.viainvest.com</a> , where Viainvest publishes current information and information specified in the regulatory enactment, where a natural and legal person can register as a Viainvest Investor and create an Investor Profile to receive the services provided by Viainvest.   |
| <b>Privacy Policy</b>                               | Viainvest's Privacy Policy, available on the Website, is intended to provide natural persons with information on personal data processing and data protection.   |
| <b>Professional Investor</b>                        | Person classified as a professional Investor in accordance with applicable regulatory acts.  |
| <b>CRPC</b>   | Consumer Rights Protection Centre, address: Brivibas Street 55, Riga, LV-1010, Latvia, web page: <a href="http://www.ptac.gov.lv">www.ptac.gov.lv</a> .  |
| <b>Parties</b>                                      | Viainvest and the Investor.  |
| <b>Registration Application</b>                     | Application form on the Platform, which the Investor fills in electronically and submits to Viainvest in order to register on the Platform and enter into this Agreement.  |
| <b>Order</b>  | Investor's order for transactions with Financial Instruments, which the Investor submits to Viainvest in accordance with Viainvest's Order Execution Policy.   |

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| <b>Sanctions</b>               | Extraterritorial Sanctions, International Sanctions and National Sanctions of the Republic of Latvia.   |
| <b>International Sanctions</b> | Restrictions imposed on the subject of sanctions in accordance with international law of the United Nations Organisation or the European Union, or other international organization, a member State of which is Latvia, and which are directly applicable or implemented in Latvia in accordance with the procedures specified in the International and National Sanctions Law of the Republic of Latvia (Latvia).  |
| <b>Eligible Counterparty</b>   | Investment brokerage company, a credit institution, an insurance company, an investment management company, a pension fund, a pension fund management company or any other company which meets the criteria for an eligible counterparty laid down in the applicable regulations.   |
| <b>Third Person</b>            | Any natural or legal person who is not a Party to this Agreement.   |
| <b>Viainvest</b>               | SIA "Viainvest", a limited liability company registered in the Republic of Latvia with unified registration No. 40203015744, legal address: Roberta Hirsā Street 1, Riga, LV-1045, Latvia, e-mail: <a href="mailto:info@viainvest.com">info@viainvest.com</a> , which has received an investment brokerage company license issued by Bank of Latvia and which provides investment services and investment ancillary services to the Investor through the Platform and may perform other activities on the Platform. |
| <b>Viainvest Account</b>       | Special Viainvest account opened in a credit institution and indicated in the Platform for holding the Investor's funds and in which the Investor transfers funds in order to add them to the Investor Account.   |

## 2. Registration on the Platform and creation of Investor Profile

- 2.1. This Agreement is concluded once the potential Investor fills out the Registration Application on the Platform.
- 2.2. By completing the Registration Application, the potential Investor acknowledges and confirms that he meets and will ensure compliance with the following criteria during the entire term of the Agreement:
  - 2.2.1. the Investor is a natural person or a legal person;
  - 2.2.2. the Investor - natural person that is at least 18 (eighteen) years old;
  - 2.2.3. the Investor's capacity to act and legal capacity are not limited;
  - 2.2.4. the Investor has a Current Account and has the right to manage it and the funds in it freely;
  - 2.2.5. no insolvency proceedings have been declared in relation to the Investor;
  - 2.2.6. at the time of submitting the Registration Application and entering into this Agreement, the Investor is not under the influence of alcohol, narcotics, psychotropic or toxic and other intoxicating substances;
  - 2.2.7. the Investor has provided true information regarding the true beneficiary of the funds in the Current Account and the transactions executed on the Platform;
  - 2.2.8. the Investor has provided true information about his status, whether he is a politically exposed person, a family member of a politically exposed person or a person closely related to a politically exposed person;
  - 2.2.9. the Investor confirms that the funds transferred to the Investor's Account are of legal origin and are not directly or indirectly obtained as a result of a criminal offense, as well as are not related to the financing of terrorism or proliferation or other similar activities;

- 2.2.10. the Investor confirms that, upon registering on the Platform, they will provide information on whether they agree to receive commercial notifications from Viainvest;
- 2.2.11. the Potential Investor confirms that they will provide true, accurate, and complete data and, when making amendments to the provided information, will ensure the truthfulness and accuracy of the data. The Potential Investor shall bear full responsibility for any losses incurred in connection with the submission of invalid data;
- 2.2.12. the potential Investor confirms that he, immediately, but not later than within 3 (three) Business Days, will inform Viainvest about changes made in the confirmations provided in Clause 2.2. of this Agreement.
- 2.3. By filling in the Registration Application, the potential Investor confirms that he has read and understood the information included in the following documents (with periodic amendments published on the Website), and agrees that their provisions will apply to him as the Investor:
  - 2.3.1. this Agreement;
  - 2.3.2. Price List;
  - 2.3.3. information about Viainvest, on the investment services and ancillary services provided by Viainvest, Order Execution Policy, Portfolio Management Policy, Client status determination policy, Disclosure of risks of investing in securities, Description of the target market for financial instruments, Conflicts of Interest Prevention Policy, Customer Complaints Management Procedure, Privacy Policy, the document "The adopted investment decisions do not take into account the adverse impact on sustainability factors, Base Prospectus, the document "Preliminary disclosure of information on investment-related costs and charges", and other regulations and other rules, policies and procedures published on the Platform that may apply to the Investor.
- 2.4. The potential Investor, after filling in the Registration Application and clicking the "register" button enters into this Agreement.
- 2.5. The Investor Profile is created automatically after concluding the Agreement on the Platform. Access to the Investor Profile and its use is only possible after the potential Investor has completed the identification process specified in Section 3 of this Agreement.
- 2.6. The potential Investor and the potential Investor's Representative are prohibited from creating more than one Investor Profile on the Platform and providing incorrect data. If the potential Investor or the Investor's Representative has provided incorrect data, they must correct it immediately. If more than one Investor Profile has been created for a potential Investor due to incorrect data provision, he is obliged to immediately inform Viainvest in order for all the created Investor Profiles to be merged into one Investor Profile. In case of non-compliance with this requirement, the provisions of Clause 19.1. of this Agreement may apply.
- 2.7. Viainvest has the right to refuse registration of the potential Investor on the Platform and immediately terminate this Agreement without giving the reasons for the refusal. Viainvest ensures that a refusal to register is always based on significant reasons, which Viainvest is not obliged to disclose.
- 2.8. Viainvest has the right to cancel the potential Investor's access to the Investor's Profile, if the Investor has not performed, completed, or has not repeated the identification process specified in Section 3 of this Agreement at the request of Viainvest within 3 (three) calendar months from the date of submission of the Registration Application or has not paid funds to Viainvest Investor's Account.

### 3. Investor's identification and use of Investor's Profile

- 3.1. After receiving the completed Registration Application from the potential Investor and the declarations provided by the potential Investor, Viainvest performs the identification of the potential Investor, evaluating, among other things, the following information provided by the Investor:
  - 3.1.1. facial photograph and video;
  - 3.1.2. full name, surname, and residential address;
  - 3.1.3. citizenship and/or country of birth;
  - 3.1.4. tax residence and taxpayer identification number;



- 3.1.5. source of funds and wealth.
- 3.2. Identification procedure:
- 3.2.1. Identification and verification of the potential Investor and the potential Investor's Representative is performed remotely using Verification Technology (online), using the method of comparing the photo of the personal identification document and digital self-portrait photo.
- 3.2.2. The potential Investor's Representative uploads the following documents to the Platform:
- a) registration certificate or certificate from a national public register;
  - b) the Articles of Association;
  - c) a document reflecting the current composition of the participants or shareholders of the potential Investor;
  - d) a document certifying the signatory rights of the potential Investor's Representative;
  - e) a statement from the relevant public register of the State issued not earlier than 6 (six) months prior to the submission of the Registration Application, containing up-to-date information on the potential Investor (name, registration number, legal address, type of activity (NACE code); persons entitled to represent, list of participants and beneficial owners);
  - f) the annual report for the previous reporting period and operational interim financial report.
- 3.3. After completing identification and verification of the potential Investor's Representative with Verification Technology, Viainvest makes a decision on whether to establish a business relationship with the potential Investor. If there are no obstacles for establishing a business relationship, Viainvest activates the Investor's Profile for the potential Investor, which is specially created for the Investor, and only the Investor is entitled to use it. The Investor is informed about the Investor's Profile Number assigned to the Investor's Profile.
- 3.4. The Agreement concluded between Viainvest and the Investor enters into force when Viainvest has identified and verified the Investor in Clauses 3.1., 3.2. of this Agreement and there are no obstacles to establish business relations with the Investor, as well as the Investor has approved the terms of the Agreement in accordance with Clause 2.5. of this Agreement, at the same time preserving evidence of the fact, date and time of signing the Agreement. The Agreement is valid until its termination in accordance with the procedure specified in the Agreement. The Investor can familiarize himself with the Agreement at any time on the Platform. If the identification has not proceeded successfully and/or the Investor has not approved the terms of the Agreement in accordance with Clause 2.5. of this Agreement, it is considered that this Agreement has not entered into force.
- 3.5. The Investor's Profile is activated when the identification process of the Investor or the Investor's Representative has been successfully completed in accordance with Section 3. of this Agreement and there are no obstacles to the establishment of business relations, as well as the Investor has approved the terms of the Agreement in accordance with Clause 2.5. of this Agreement, at the same time preserving evidence of the fact, date and time of signing the Agreement. When registering and connecting to the Investor's Profile, the Investor must enter the Investor's e-mail address and password, which is created on the Platform at the time of registration.
- 3.6. The Investor's actions performed in the Investor's Profile after entering the Investor's e-mail address and password are considered to be the Investor's signature or acceptance. All payments, payment orders, Orders, submissions, tasks, agreements, and other transactions, as well as other documents approved or submitted by the Investor in the Investor's Profile after entering the Investor's e-mail address and password, are binding on both the Investor and Viainvest.
- 3.7. The Investor's password is confidential information that the Investor undertakes not to disclose to Third Persons. The Investor is obliged to keep the Investor's password safe.
- 3.8. If the Investor's password has become known or could have become known to a Third Person, the Investor is obliged to inform Viainvest immediately in writing via e-mail [support@viainvest.com](mailto:support@viainvest.com). Viainvest immediately blocks access to the Investor's Profile until, based on the Investor's request to change the password, information is sent to the Investor to reset the password. The Investor is responsible for the

confidentiality and security of the Investor's Profile password and the losses incurred by the Investor as a result of the actions of Third Person, not observing the provisions of Clause 3.7. of this Agreement and of this Clause.

- 3.9. Viainvest has the right to block access to the Investor's Profile in the following cases, if:
- 3.9.1. Viainvest suspects unauthorized access to the Investor's Profile;
  - 3.9.2. Viainvest has information or suspicion that the password of the Investor has become known or may have become known to Third Person;
  - 3.9.3. Viainvest has suspicions of an unlawful transaction involving the Investment.
  - 3.9.4. the password of the Investor is entered incorrectly 5 (five) times in a row;
  - 3.9.5. in other cases, at the discretion of Viainvest, to ensure the security, integrity and confidentiality of the services for the Investor or other Viainvest Investors, or to prevent possible losses to Viainvest or the Investor.

#### 4. Funds of the Investor

- 4.1. After activating the Investor's Profile, the Investor has the right to make a deposit to the Investor Account. To make a deposit to the Investor's Account, the Investor makes a transfer from the Current Account to the Viainvest Account. After receiving the funds, Viainvest adds the relevant amount to the Investor's Account. The Investor has the right to top up his Investor's Account only in his own name.
- 4.2. When making a transfer to the Viainvest Account, the Investor is obliged to indicate the Investor's Profile Number in the payment purpose. If the Investor makes a payment without indicating the Investor's Profile Number, Viainvest has the right to return the funds to the payer or consider such payment as not received until the identification is completed.
- 4.3. The currency of the Investor's Account is EUR (euro). The Investor performs all transactions and money transfers from or to the Investor's Account in EUR (euro) currency only.
- 4.4. Viainvest has the right to refuse to accept a money deposit in the Viainvest Account and transfer it back to the account from which it was credited, and moreover, all costs related to the transfer back are covered by the Investor from his own funds, if:
  - 4.4.1. The Investor fails to comply with this Agreement;
  - 4.4.2. Viainvest has suspicions about the Investor's identity because the Investor's Profile Number is not indicated or the Investor data does not match the indicated Investor's Profile Number or in other cases, and Viainvest has not been able to contact the Investor;
  - 4.4.3. the transfer of funds has not been made from the Current Account.
- 4.5. After the receipt of the funds, Viainvest processes the payment and has the right to verify the origin of the funds.
- 4.6. Viainvest will ensure that the funds on Viainvest Account are kept segregated from Viainvest own funds by using separate accounts of the credit institution, and the funds of the Investor on a Viainvest Account will only be transferred in accordance with this Agreement and/or any other agreements concluded with the Investor. Viainvest will inform the credit institution which holds the Viainvest Account that the funds in the Viainvest Account belong to Viainvest customers. Unless otherwise agreed with Viainvest, Viainvest shall not pay to the Investor any interest on any funds kept in the Viainvest Account.
- 4.7. Viainvest may place funds held in the Viainvest Account in money market funds, which comply with requirements provided by the regulation. The funds placed in money market funds will not be held as client money in accordance with the applicable regulation on safeguarding of client funds, however the units or shares of respective money market funds will be held as safe custody assets in accordance with applicable requirements on safe custody. Viainvest undertakes to separate the respective units or shares of the money market funds from its own assets. Investments in money market funds are considered low risk. However, if any respective money market fund fails or its value decreases, which would cause the Investor to lose money, Viainvest may decide to compensate the Investor the respective loss, although Viainvest is not obliged by law or contract to do that.



- 4.8. Viainvest may use the funds in the Viainvest Account only in accordance with the Agreement. The Investor shall not be paid any interest (including interest earned on the funds in the Cash Account placed in money market funds according to paragraph 4.7 above, which is retained by Viainvest for its own benefit) for funds held in the Viainvest Account.
- 4.9. By entering into the Agreement and transferring funds to the Viainvest Account, the Investor agrees to accept the risk and waives any possible claims against Viainvest in case of a total or partial loss of the funds transferred to the Viainvest Account, or inability to dispose funds at any time, which arise from any of the following:
- 4.9.1. any insolvency, bankruptcy, liquidation or similar proceedings in any jurisdiction of the credit institution where the Viainvest Account is kept;
  - 4.9.2. any application or enforcement of the agreement between Viainvest and the credit institution where the Viainvest Account is kept;
  - 4.9.3. and any decision of an executive, legislative or judicial authorities that may affect the Investor's rights to the funds in the Viainvest Account.
- 4.10. If for more than 3 (three) consecutive months, assuming that there are 30 (thirty) calendar days in 1 (one) month, no funds have been credited or there have been no cash transactions (transactions with Financial Instruments, deposit and withdrawal of funds) in the Investor's Profile or the Investor Account and/ or there are no valid transactions concluded through the Platform, Viainvest has the right to unilaterally terminate this Agreement and close access to the Investor's Profile, notwithstanding the provisions of Section 19. of this Agreement. If there is a positive balance in the Investor's Account, Viainvest has the right to deduct the Service Fee from the Investor's Account in the amount specified in the Price List.
- 4.11. The Investor has the right to at any time request Viainvest to transfer the funds of the Investor's Account to the Current Account of the Investor, subject to the terms of the Price List.
- 4.12. In accordance with Clause 4.9. of this Agreement, Viainvest ensures the pay-out of the funds in the Investor's Account to the Investor not later than within 5 (five) Business Days after the receipt of the relevant request of the Investor, if necessary, Viainvest is entitled to make a deduction from the funds in the Investor Account in accordance with the Price List.
- 4.13. The Investor is entitled to request the pay-out of funds to the Investor's Account of the Investor, which has not previously been used for transfers of the Investor's funds to the Viainvest Account. In this case, before Viainvest transfers the funds to the specified Current Account, and in order to ascertain that the respective Current Account belongs to the Investor, the Investor is obliged to transfer at least EUR 0.01 (zero point zero one euro) from the relevant Current Account to the Viainvest Account.
- 4.14. Viainvest is entitled to make deductions from the Investor's Account in order to ensure the execution of the Investor's transactions made under this Agreement and on the Platform, including the payment of the Service Fee in accordance with the Price List.
- 4.15. If during the Investor's registration or during the term of the Agreement Viainvest suspects that the funds in the Investor have been obtained directly or indirectly as a result of a criminal offense or are related to the financing of terrorism and proliferation or an attempt to do such actions, Viainvest has the right not to accept funds from the Investor and/ or block access to the Investor's Profile and the Investor's Account, and terminate this Agreement in accordance with Clause 19.1. of this Agreement.

## 5. Determination of the Investor's status

The determination of the Investor's status is carried out in accordance with the Viainvest Client Status Determination Policy, which is available to the Investor on the Viainvest Website.

## 6. Rights and obligations of the Investor

- 6.1. The Investor has the following rights:

- 6.1.1. to receive complete and clear information, including regular reports, about the investment services provided by Viainvest, including, but not limited to, applicable fees, costs, and potential risks;
- 6.1.2. to request and receive additional information regarding any transaction or investment services received/ to be received from Viainvest;
- 6.1.3. to the protection provided by the compensation scheme established in accordance with Directive 97/9/EC, the principles of which are set out in the Investor Protection Law in force in the Republic of Latvia.
- 6.2. The Investor has the obligation and undertakes to:
  - 6.2.1. not use the Platform for illegal activities, including but not limited to fraud, market manipulation, insider trading, money laundering, financing terrorism and proliferation, or attempting such activities, circumventing sanctions, or attempting such actions;
  - 6.2.2. act in accordance with applicable laws relating to financial markets and transactions involving Financial Instruments, as well as comply with the terms of this Agreement and timely and fully fulfill the obligations set forth in the Agreement regarding the receipt of investment services;
  - 6.2.3. when registering on the Platform and using the Platform, provide only true, complete, accurate, and up-to-date information. If the Investor chooses not to provide or restrict the information provided, they acknowledge that it may affect Viainvest's ability to provide investment services to the Investor in accordance with the terms of this Agreement and legal requirements;
  - 6.2.4. familiarize themselves with the information and reports provided by Viainvest, including periodic reports, which Viainvest is required to provide to the potential Investor and/or Investor in accordance with legal requirements and the terms of this Agreement;
  - 6.2.5. use only secure electronic and data transmission means;
  - 6.2.6. immediately, but no later than within 3 (three) Business Days, inform Viainvest in writing if there is a change in the Investor's name, surname, company name, email address, Investor Account, or any other information provided in the Investor Profile;
  - 6.2.7. communicate with Viainvest courteously, adhering to the generally accepted ethical and moral standards in society;
  - 6.2.8. regularly (at least once a year) or upon Viainvest's request, update the data and information provided in the Investor Registration Application and other forms;
  - 6.2.9. submit additional information and/or documents requested by Viainvest, related to transactions carried out by the Investor or the Investor's Representative, as well as to identify and verify the Investor's beneficial owner;
  - 6.2.10. upon Viainvest's request, submit notarized copies of documents, i.e., documents translated into Latvian or English. Viainvest may require the above-mentioned documents to be legalized (including with an "apostille");
  - 6.2.11. cover all costs related to the preparation and submission of documents and information requested by Viainvest from their own funds;
  - 6.2.12. submit any other necessary information and documents within the deadlines set by Viainvest, so that Viainvest can conduct the Investor's due diligence in accordance with Viainvest's "Know Your Investor" and anti-money laundering, counter-terrorism and proliferation financing, and sanctions risk management procedures and policies;
  - 6.2.13. attend the Investor's identification in person if requested by Viainvest and cover the associated costs from their own funds.
- 6.3. The Investor ensures that all necessary documents and information are submitted via email or uploaded to the Investor Profile. If the Investor or the Investor's Representative fails to submit the additional information and/or documents specified in Clause 6.2. of this Agreement within the period indicated by Viainvest, Viainvest has the right to apply Clause 19.1. of this Agreement.
- 6.4. The Investor acknowledges and confirms that they are capable of making decisions regarding the purchase of Financial Instruments, are able to confirm Orders, and are aware of all risks, including the risk of not recovering the Investments in full or in part.

- 6.5. The Investor acknowledges and understands that Third Parties who have obtained the Investor Profile password may access the Investor Profile and assume obligations on behalf of the Investor. If the Investor Profile is used to perform actions on the Platform (including purchasing Financial Instruments) using the correct email address and password, it shall be considered that the actions with the respective Investor Profile were performed by the Investor themselves.
- 6.6. The Investor ensures that there are sufficient funds in the Investor's Account to conduct transactions. If there are insufficient funds in the Investor's Account, Viainvest will not execute the payment, Investment, or Order. Viainvest is not liable for any losses that may arise for the Investor in this regard.
- 6.7. The Investor acknowledges and is informed that Viainvest and the Lender are obligated to ensure the confidentiality of the Borrower's personal data, and therefore, Viainvest and the Lender will disclose only limited content information about the Borrower. The Investor undertakes not to request Viainvest or the Lender to disclose such confidential information about the Borrower, and will not raise any claims against Viainvest, the Lender, or the Borrower in this regard.
- 6.8. The Investor confirms that they will communicate with Viainvest only through the Platform, using only the email addresses provided on the Platform.
- 6.9. The Investor acknowledges and confirms that during the term of the Agreement:
  - 6.9.1. they are capable and legally competent, including being able to make decisions regarding Financial Instruments;
  - 6.9.2. they are aware of all risks, including the risk that they may not receive payment for all or part of any Investment;
  - 6.9.3. they are aware of all risks associated with the placement of their funds in the Investor's funds account and money market funds.
- 6.10. The Investor acknowledges, understands, and agrees that Viainvest and the Lender have undertaken the obligation to ensure the confidentiality of each Borrower's personal data, and that only limited information about the Borrower will be disclosed in the Loan Agreement, the Base Prospectus, and the Final Terms, with no confidential information about the Borrower being disclosed.
- 6.11. The Investor confirms that they will use the Platform only for the actions permitted on the Platform and under the Agreement, and will take all necessary measures to prevent Third Parties from accessing the Investor's Profile and its password.
- 6.12. The Investor undertakes:
  - 6.12.1. not to use automated tools to access the Platform or gather information from the Platform (including robots, spiders, scripts, or other automated devices or programs);
  - 6.12.2. not to use high-frequency and algorithmic trading methods and software to execute transactions on the Platform;
  - 6.12.3. not modify, adapt, or otherwise alter the Platform or its services;
  - 6.12.4. not to copy, disclose, or distribute data available on the Platform or through its services in any medium, including performing automated or non-automated "screen scraping," "database scraping," or any other action to obtain content or other information for any purposes;
  - 6.12.5. not to frame or mirror the Platform, not to use framing techniques to include any content or other copyrighted information, not to place pop-up windows over the Platform, and not to otherwise affect how the Platform is displayed;
  - 6.12.6. not to interfere with, circumvent, or disable the security or other technological features or measures available on the Platform, and not to attempt to gain unauthorized access to the Platform (or any of its services) or related systems and networks;
  - 6.12.7. not to use data provided by Viainvest or others on the Platform for competing purposes or applications with regard to Viainvest, any lender, or other entities providing this data;
  - 6.12.8. not to use the services of the Platform for illegal or inappropriate activities; and
  - 6.12.9. not to engage in activities that are not explicitly permitted in the Agreement and that in the discretion of Viainvest, create or may create an unreasonable or disproportionately large load on Viainvest's infrastructure.

- 6.13. The Investor is not entitled to assign, transfer, or otherwise delegate the rights and obligations acquired under this Agreement to Third Parties without prior written consent from Viainvest.
- 6.14. The Investor is not entitled to cancel, revoke, or modify any transaction made with a Financial Instrument. The right of withdrawal, available during the withdrawal period in accordance with consumer protection regulations, does not apply to a transaction that has been executed with a Financial Instrument.

## 7. Rights and obligations of Viainvest

- 7.1. Viainvest has the following obligations:
  - 7.1.1. to act in accordance with applicable laws relating to financial markets and transactions with Financial Instruments, as well as to comply with the provisions of this Agreement and to timely and fully fulfill the obligations set forth in the Agreement with respect to providing investment services;
  - 7.1.2. to properly safeguard the Investor's assets by ensuring their storage separately from Viainvest's own assets;
  - 7.1.3. to provide complete and clear information, including regular reports, about the investment services provided by Viainvest, including, but not limited to, applicable fees, costs (both before and after the transaction), and potential risks;
  - 7.1.4. to clearly and transparently inform the Investor about all fees and costs related to the services provided;
  - 7.1.5. to cooperate with supervisory authorities and competent state institutions, providing the necessary information and documentation to ensure compliance with regulatory requirements.
- 7.2. Viainvest has the following rights:
  - 7.2.1. to conduct an appropriateness and suitability assessment based on the information provided by the potential Investor/Investor;
  - 7.2.2. to request additional information and/or documents from the Investor and the Investor's Representative related to the transactions conducted by the Investor or the Investor's Representative, the origin of funds, the source of wealth, and to clarify and verify the Investor's ultimate beneficial owner;
  - 7.2.3. to request the Investor to update the data and information provided in the Investor Registration Application and other forms;
  - 7.2.4. to request that the copies or originals of the documents submitted by the Investor be notarized and/or translated into at least one language acceptable to Viainvest, as specified in Clause 6.2.10. of the Agreement.
- 7.3. Viainvest undertakes to fulfill this Agreement and ensure the servicing of Investments and Financial Instruments in accordance with the provisions and terms of this Agreement and applicable regulations.
- 7.4. If necessary, Viainvest has the right, with prior approval of the appointment time, to invite the Investor to appear in person at Viainvest's office for Investor's in-person identification. Any costs associated with the Investor's in-person identification will be borne by the Investor. If the Investor fails to appear at Viainvest's office for the in-person identification after receiving the respective invitation, such failure to attend will be considered as grounds for the unilateral termination of the Agreement by Viainvest.
- 7.5. Notwithstanding other provisions and terms of this Agreement, Viainvest is not obligated to make any payments, provide services, or act on behalf of any Third Party if such payment, service, benefit, commercial activity, or the Investor's (in the case of a legal entity – the beneficial owner) activities are in violation of the regulations in the areas of money laundering prevention, terrorism and proliferation financing, or sanctions.
- 7.6. Viainvest is not obliged to provide the Investor with reasons for not executing an Order.
- 7.7. Viainvest has the right, through assignment, renewal, or in any other way, to transfer its rights and/or obligations under the Agreement, in whole or in part, to another entity, notifying the Investor of the transfer, but without requiring separate consent from the Investor.

## 8. Service Fee, Taxes, and Other Payments

- 8.1. For the services provided by Viainvest, the Investor shall pay a Service Fee in accordance with the Price List, or, if agreed between the Investor and Viainvest, an individually determined Service Fee, as well as other payments specified in the Price List, if applicable.
- 8.2. Viainvest shall deduct the Service Fee from the Investor's Account in accordance with the Price List without the Investor's consent.
- 8.3. The Investor is responsible for properly declaring and paying all taxes applicable to the Investor's income from activities on the Platform in accordance with regulatory requirements. Viainvest shall withhold taxes, duties, and other mandatory payments from the Investor's income on the Platform in accordance with the laws of the Republic of Latvia. The Investor acknowledges that the tax regime depends on the Investor's specific circumstances and may change in the future.
- 8.4. Viainvest shall provide the Investor with information on all Service Fees related to the use of the Platform annually, in an aggregated form, by sending the relevant report to the Investor's email address regarding the availability of the information and making it available in the Investor's Profile.
- 8.5. Viainvest may modify the Price List at any time, including setting new Service Fees and granting discounts on commission fees, by publishing the amended Price List on the Platform. Viainvest shall notify the Investor of any changes to the Price List at least 30 (thirty) calendar days in advance.

## 9. Transactions with Loan Agreements for Business

Considering that on 28.09.2021, the Financial and Capital Market Commission (which, starting from January 1, 2023, became part of the Bank of Latvia's structure) issued a license to Viainvest investment brokerage company and had set a transition period for Viainvest to adapt the operation of the Viainvest Platform exclusively to the trading of Financial Instruments, starting from 03.08.2022, no new transactions with Loan Agreements for Business will be concluded on the Platform, and the provisions of Section 9. of this Agreement will only apply to loan agreements for transactions with Loan Agreements for Business that were concluded before 03.08.2022 (excluding that date) and will remain in effect until the full execution of the Loan Agreements for Business.

## 10. Terms of Transactions and Servicing of Loan Agreements for Business

- 10.1. After the Investor's identification, if funds were credited to the Investor's Account, the Investor had the right to conclude Business Loan Agreements offered on the Platform before the end of the transition period (03.08.2022, excluding this date), provided that:
  - a) The Investor, at their discretion, selected one or more Loan Agreements for Business from the list offered on the Platform;
  - b) The Investor indicated the investment amount for which they wished to conclude one or more Loan Agreements for Business in their Profile and confirmed their selection.
- 10.2. Viainvest ensures that the list of the Investor's investments in Loan Agreements for Business is available in the Investor's Profile under the Loan Account.
- 10.3. Viainvest has registered all the Investor's requests to conclude specific Loan Agreements for Business selected by the Investor in chronological order as received on the Platform, and these requests are executed in accordance with the agreements valid at the time of the acquisition of the Loan Agreements for Business. The Platform system's time is decisive when determining the timing. Viainvest has the right to unilaterally amend and supplement the existing Order Execution Policy at any time without prior notice to the Investor.
- 10.4. After the Investor selected the Loan Agreements for Business and specified the investment amount, a summary of the individual investments was provided in the Investor's Profile. The Investor was required to verify the completeness and accuracy of the information in the summary, and if the Investor wished, they had the right to make changes to the information included in the summary. If the information in the



summary corresponded to the Investor's expressed intention, the Investor simultaneously confirmed the terms and conditions of the Loan Agreement for Business. When the Investor confirmed the terms of the Loan Agreement for Business in accordance with the Platform's procedure, the agreements were considered concluded.

- 10.5. After the confirmation mentioned in Clause 10.1.4. of the Agreement, the transaction performed by the Investor was valid, and Viainvest immediately deducted the available funds from the Investor's Account, equivalent to the amount confirmed by the Investor for the concluded Loan Agreements for Business. With the deduction of funds from the Investor's Account for the respective Loan Agreements for Business, the agreements were considered as transferred to the Investor.
- 10.6. After the deduction of funds from the Investor's Account mentioned in Clause 10.1.5., Viainvest transferred an equivalent amount of money from the Viainvest Account to the Lender's specified payment account, retaining the right to keep the deposit amount as agreed between the Lender and Viainvest.
- 10.7. By submitting a request to conclude Loan Agreements for Business, the Investor authorized Viainvest to transfer funds from the Investor's Account to the respective Lender in accordance with the terms of the Loan Agreement for Business.
- 10.8. The Investor confirmed and understood that the Investor could conclude Loan Agreements for Business with the Borrower for the full amount or only a portion thereof. In any case, the Investor confirmed and understood that the Investor did not become the sole creditor of the Borrower under the Loan Agreement for Business, and Viainvest processed the Loan Agreements for Business along with the claims from other Investors arising from the Loan Agreement for Business.
- 10.9. After the conclusion of the Loan Agreement for Business and throughout its validity, these agreements are available in the Investor's Profile, and Viainvest immediately ensures the Investor's right to access them, including the repayment schedule.
- 10.10. The Investor has the right at any time to view and review information about all transactions performed by the Investor on the Platform, payments made by Viainvest to the Investor, and deductions from the Investor's Account.
- 10.11. Viainvest, upon receiving payments made by the Borrower (principal and interest), allocates them among the Investors in proportion to their investment amounts in the Loan Agreements for Business.
- 10.12. The Investor acknowledges the risk of non-performance by the Borrower, which may result in delayed repayment of the Loan and related payments. If the Borrower defaults on payment, Viainvest does not assume responsibility for the return of the invested funds in the Loan Agreements for Business, and Viainvest is not obligated to repay the Investor for the funds invested in the Investments. Settlements between the Lender and the Investor are made in accordance with the procedures set out in Clauses 10.11. and 10.12. of this Agreement.
- 10.13. If, due to Platform system malfunctions, the Investor's Account is erroneously credited or debited, Viainvest reserves the right to accordingly credit or debit the Investor's Account. If, after correcting the payment errors, the Investor's Account has a negative balance, the Investor is obligated to deposit the necessary funds into the Viainvest Account within 3 (three) Business Days from receiving notice from Viainvest to restore the Investor's Account or to clear the negative balance.

## **11. Transactions with Financial Instruments**

### **11.1. Opening of a Financial Instrument Account and Other Terms**

- 11.1.1. Viainvest opens a Financial Instruments Account for the Investor after the Investor has completed the Registration Application and undergone the identification process in accordance with Section 3. of the Agreement. The Financial Instruments Account is used exclusively for holding the Financial Instruments owned by the Investor and for the record-keeping of transactions.
- 11.1.2. Viainvest registers and ensures the holding of the Financial Instruments owned by the Investor in the Financial Instruments Account opened by Viainvest.



- 11.1.3. Viainvest maintains the record-keeping of the Investor's Financial Instruments and the funds related to the Financial Instruments Account, ensuring that such records are accurate and at all times provide a true and fair view of the Financial Instruments owned by the Investor and the available funds. These records are maintained in such a way that they can be used at any time to prepare separate reports.
- 11.1.4. The Financial Instruments held in the Investor's Financial Instruments Account are considered as a collective set of Financial Instruments and are managed separately from Viainvest's assets.
- 11.1.5. The Investor's owned Financial Instruments cannot be used to fulfill Viainvest's obligations in insolvency proceedings. The Investor's Financial Instruments may only be subject to seizure or enforcement in accordance with the circumstances and procedures prescribed by law.
- 11.1.6. Viainvest retains documents and records related to the provision of investment services and investment-related ancillary services for the Investor.
- 11.1.7. The terms of each Financial Instrument can be reviewed on the Platform, and they are specified in the corresponding Prospectus, supplemented by the Final Terms of the relevant Financial Instrument. Periodically, the interest rate (or other type of return), maturity date, and other contractual terms of each Financial Instrument are also described in the Investor Profile or Platform.
- 11.1.8. After the Financial Instruments Account is opened, the Investor can begin executing transactions with Financial Instruments. The Investor individually selects one of the following options to perform transactions with Financial Instruments:
  - a) Order;
  - b) The Investor authorizes Viainvest to purchase Financial Instruments on their behalf by activating Auto Invest tool, in accordance with the Portfolio Management Policy.

## 11.2. Orders

Viainvest accepts Investor Orders only through the Platform via the Investor Profile and in accordance with Viainvest's Order Execution Policy, which is available to Investors on Viainvest's Website.

## 11.3. Transactions with Financial Instruments using the portfolio management service tool Auto Invest

- 11.3.1. Investors are entitled to purchase Financial Instruments using the Auto Invest tool available in the Investor's Profile as part of the portfolio management service.
- 11.3.2. If the Investor wishes to activate the Auto Invest tool in the Investor's Profile, they confirm that they have read and agree to the Portfolio Management Policy in its approved version, as well as that they are familiar with the Prospectus that is valid at the time of activation of the Auto Invest tool, and confirm that these terms are binding on the Investor until the full performance of obligations.
- 11.3.3. The Investor is duly informed and agrees that only and exclusively the Investor is responsible for the parameters set in the Auto Invest tool and will not make any claims against Viainvest in this regard.
- 11.3.4. When filling in the parameters of the Auto Invest tool, the Investor specifies the amount of money allocated for purchasing the Financial Instrument.
- 11.3.5. By activating the Auto Invest tool, the Investor authorizes Viainvest to:
  - a) purchase Financial Instruments that meet the Investor's selected parameters and are available for the Investor's use through the Auto Invest tool;
  - b) reduce the Investor's account balance by the purchase price of the Financial Instruments corresponding to the Investor's selected parameters;

- c) use available funds to complete the transaction for purchasing the Financial Instruments and register the Financial Instruments in the Financial Instrument Account.
- 11.3.6. The Auto Invest tool allows Viainvest to make investments in Financial Instruments on behalf of the Investor and at the Investor's expense.
- 11.3.7. The Investor is entitled to change the selected parameters or deactivate the Auto Invest tool at any time during the term of the Agreement.
- 11.3.8. Viainvest is not obliged to provide additional information to the Investor about the Financial Instruments purchased through the Auto Invest tool or about the rights and obligations arising from such purchases. The Investor undertakes to familiarize themselves with documents, notices, and other information available in the Investor's Profile that applies to the Investor and their purchased Financial Instruments through the Auto Invest tool.
- 11.3.9. The Investor undertakes to stay informed about the Prospectus available on the Website. In case the Investor has not submitted a request to Viainvest to stop using the Auto Invest tool for purchasing Financial Instruments, it will be considered that the Investor has familiarized themselves with the Prospectus and undertakes to comply with it.
- 11.3.10. Viainvest is not obliged to provide the Investor with the possibility to activate and use the Auto Invest tool for purchasing Financial Instruments, and Viainvest reserves the right to suspend the availability of the Auto Invest tool at any time, informing the Investor accordingly.

## 12. Loan Account and Financial Instruments Account

- 12.1. Viainvest shall transfer funds from the Loan and/or Financial Instrument cancellation to the Investor's Account 1 (one) Business Day after these funds are freely available to Viainvest. If for any reason Viainvest does not receive the funds, Viainvest is not obliged to transfer the funds to the Investor's Account.
- 12.2. Viainvest provides the Investor with access to the online system - the Investor's Profile on the Platform, where information about the Investor's investments and purchased Financial Instruments is available in report form, including relevant reports on the services provided, such as periodic notifications to the Investors. Viainvest ensures that the Investor can access the Account statement at any time through the Platform, and at the Investor's request, Viainvest will provide a statement of the Financial Instruments Account for:
  - 12.2.1. transactions with one, multiple, or all Financial Instruments during a specified period;
  - 12.2.2. transactions with one, multiple, or all Financial Instruments during the entire account existence;
  - 12.2.3. specific transactions involving Financial Instruments;
  - 12.2.4. Financial Instruments owned by the Investor, recorded in the account.
- 12.3. The Financial Instruments Account statement will include:
  - 12.3.1. Viainvest's details;
  - 12.3.2. the Investor's identifying data;
  - 12.3.3. the Investor's Account number;
  - 12.3.4. the period covered by the transactions in the account;
  - 12.3.5. the date of issuance of the statement;
  - 12.3.6. the identifying details of the Financial Instruments (name, ISIN code);
  - 12.3.7. the starting and ending balances of the Investor's Account;
  - 12.3.8. the date when the Financial Instruments were recorded in the Financial Instruments Account;
  - 12.3.9. the amount and price (if known) of each Financial Instrument transaction recorded;
  - 12.3.10. the total number of Financial Instruments credited to and debited from the Financial Instruments Account during the period for which the statement is issued.
- 12.4. Viainvest will provide access to the Investor's cost and fee overview once per calendar year, if the information contained therein has not already been provided to the Investor during the calendar year.
- 12.5. The Investor is entitled to submit any objections to Viainvest regarding the contents of the Financial Instruments Account and Investor Account statements. If Viainvest does not receive any objections within

30 (thirty) calendar days from the date of publication of the account statement or when it becomes available on the Platform, Viainvest will consider that the Investor has no objections.

### 13. Investor's protection

- 13.1. The Investor Protection System is a set of measures designed to protect the interests of investors, ensure the necessary financial resources for this protection, and provide compensation in accordance with the requirements of EU Directive 97/9/EC and the Investor Protection Law in force in the Republic of Latvia. The Investor Protection System applies only to those Investors recognized as such under the Investor Protection Law in force in the Republic of Latvia and only to those investment services provided by Viainvest that qualify as such under this law.
- 13.2. In accordance with the Investor Protection Law in force in the Republic of Latvia, the Investor is entitled to receive compensation if Viainvest is unable to fulfill its obligations to Investors in full and within the stipulated time frame, arising from the provision of investment services. Confirmation of the non-fulfillment of obligations is provided by the Bank of Latvia, or it arises from a court judgment that has become final, declaring the insolvency or liquidation process of Viainvest, which prevents it from fulfilling Investor claims.
- 13.3. The Investor Protection Law in force in the Republic of Latvia does not apply to:
  - 13.3.1. cases where Financial Instruments were irreversibly lost before the effective date of this law;
  - 13.3.2. cases where Investors suffered losses due to changes in the price of Financial Instruments or where Financial Instruments became illiquid.
- 13.4. If Viainvest, as a system participant, ceases its operations, the investment services provided by it are guaranteed in the manner and extent specified in the Investor Protection Law until the full performance of obligations.
- 13.5. The amount of compensation is determined based on the total amount of unmet obligations, but not exceeding 20,000 euros, regardless of the number of the Investor's Financial Instruments Accounts or Investor Accounts.
- 13.6. Investor protection does not apply to transactions related to Loan Agreements for Business, including Loan Accounts. The Investor protection provided by the laws of the Republic of Latvia does not apply to funds intended for settlements related to Loan Agreements for Business and Loan Accounts.

### 14. Liability

- 14.1. Viainvest and the Investor are liable to each other for any losses and expenses arising from a breach of the Agreement and the non-performance or improper performance of the obligations arising from the Agreement.
- 14.2. The Investor is liable for all losses arising from:
  - 14.2.1. The Investor's illegal actions;
  - 14.2.2. The Investor's intentional or negligent failure to comply with Clauses 3.7. and 3.8. of this Agreement. The Investor is liable for any losses resulting from unauthorized actions if the Investor acted unlawfully or intentionally (deliberately) or negligently failed to comply with the requirements outlined in Clauses 3.7. and 3.8. of this Agreement;
  - 14.2.3. The Investor assumes responsibility for all losses, obligations, or other actions taken within the Investor Profile until Viainvest has been notified according to Clause 3.8. of this Agreement, and Viainvest has had sufficient time to block access to the Investor Profile.
- 14.3. If Viainvest causes damage to the Investor through unlawful actions, Viainvest is obliged to compensate the Investor for the direct losses incurred. The compensation amount is limited to the amount of funds available in the Investor's Cash Funds Account at the time the loss occurred.
- 14.4. Viainvest is fully released from liability to the Investor for any losses incurred or that may arise from the use of the Platform, the investments made, or the Loan Agreements for Business concluded, including:

- 14.4.1. If the Investor fails to comply with the terms of the Agreement;
- 14.4.2. Due to unlawful actions of Third Parties, until the Investor Profile is blocked in accordance with Clause 3.8 of this Agreement;
- 14.4.3. Due to communication disruptions or other independent disruptions or obstacles not related to Viainvest;
- 14.4.4. If the Investor's access to the Investor Profile has been blocked in accordance with the Agreement;
- 14.4.5. For any breaches or unlawful actions related to the Borrower's Loan Agreement;
- 14.4.6. In cases where a legal entity has multiple legal representatives and Viainvest has not had the opportunity to properly verify the form of the representation rights (joint representation rights or separate representation rights), the person who submitted the Registration Application on the Platform is liable for all losses that may arise for the legal entity.
- 14.5. Viainvest is not required to reimburse or compensate the Investor for the funds invested for the conclusion of Loan Agreements for Business and the acquisition of Financial Instruments.
- 14.6. The Investor assumes responsibility and risks for transactions concluded on the Platform. Viainvest is not responsible for any legal obligations arising from regulatory requirements that may affect the Investor in relation to transactions concluded on the Platform.
- 14.7. If the Investor denies the execution of a transaction made on their behalf, the usage of the Investor Profile and password is considered sufficient proof that the Investor has consented to the transaction or that, intentionally or through negligence, they have failed to fulfill or comply with any of the obligations set forth in Clauses 3.7. or 3.8. of this Agreement.
- 14.8. Neither party is responsible for the non-performance of their obligations if the failure to fulfill them is due to circumstances beyond the parties' control, caused by force majeure. The parties consider circumstances beyond their control to include unforeseen and uncontrollable events, such as power outages, regulatory acts adopted by the institutions of the Republic of Latvia or the European Union, strikes, acts of war, natural disasters, pandemics (including Covid-19), or other reasons that the parties could neither prevent nor foresee. A party may invoke force majeure only if it has taken all actions within its power to fulfill its obligations under the Agreement. Once the force majeure circumstances cease, the party must resume fulfilling its obligations without delay.
- 14.9. In the course of performing the Agreement using communication means, Viainvest is not responsible for any losses arising from disruptions in the use of postal services, fax, electronic or other communication means, or technical equipment that supports the respective Viainvest services, including, but not limited to, communication disruptions, Platform malfunctions, and disruptions in the functioning of banks' electronic data exchange and payment systems (including internet banking).
- 14.10. Viainvest is not responsible for losses arising from any interruptions in:
  - 14.10.1. Email, electronic, or other communication means;
  - 14.10.2. The functioning of the Platform;
  - 14.10.3. Electronic data exchange and payment systems of banks, payment institutions, or electronic money institutions.
- 14.11. Viainvest has the right to take any necessary actions deemed appropriate by Viainvest, including blocking the Investor's Account and/or initiating legal proceedings against persons involved in the unauthorized use of the Platform. Such actions may include automated data collection, extraction of website content, and similar measures.
- 14.12. Viainvest, when providing services under this Agreement, does not provide investment advice and does not act as a financial, tax, legal, or investment consultant. Viainvest may, but is not obligated to, provide the Investor with information and/or analytical materials related to investments on the Platform, including Viainvest's risk indicators. If such information and/or analytical materials are provided, they are for informational purposes only, and any investment decisions made by the Investor based on such information and/or analytical materials are made (a) as the Investor's own decisions, (b) at the Investor's own expense and risk, and (c) not based on Viainvest's representations and/or recommendations. Such

information and/or analytical materials are in no case to be considered as advice or recommendations for investment services or encouragement to conduct transactions with Financial Instruments.

14.13. The Investor acknowledges and confirms that:

- a) the Investor has regular access to the internet. The email address provided by the Investor for information exchange is considered proof that the Investor has regular internet access.
- b) before submitting an order for the purchase of a Financial Instrument or activating the Auto Invest tool, the Investor has read the Base Prospectus for the Financial Instrument available on the Platform; The Investor understands that:
  - i. no Financial Instrument will be listed on any stock exchange or trading venue;
  - ii. the Platform is the only and unique place for the purchase and sale of any Financial Instrument;
  - iii. Any Financial Instrument may not have a market;
  - iv. the Investor must be prepared to hold any purchased Financial Instrument until its maturity or early redemption.
- c) Viainvest is in no way responsible to the Investor for the financial condition or legal status of the issuer of the Financial Instrument specified in the Order or any other person responsible for the Financial Instrument and its related Loans, including the Lender, Loan Servicer, and/or Borrower, or for the fulfillment of such rights or obligations;
- d) the Investor is willing to bear the risk of losing the entire purchase price of the Financial Instrument;
- e) Viainvest and the Platform operate exclusively online, and the Investor will conduct transactions electronically, with certain information, including key documents, provided electronically via the Platform or sent to the Investor's registered email address;
- f) the Investor agrees to receive all documents, communication materials, key information documents, notices, reports, statements, contracts, and agreements electronically, relating to or in any way connected with the rights, obligations, or services specified in this Agreement;
- g) the Investor assumes responsibility for any losses or consequences that may arise if they fail to periodically log into the Platform or check the contents of their registered email inbox on the Platform, including not following Viainvest's notifications, changes to the Agreement terms, or other significant events affecting the services provided by Viainvest.

## 15. Investor's Personal Data

To conclude the Agreement and provide the services specified in the Agreement, as well as in other cases where there is a relevant legal basis and purpose, Viainvest needs to process the personal data of the potential Investor and the Investor. In accordance with Viainvest's Privacy Policy, Viainvest acts as the data controller with respect to the personal data of the potential Investor and the Investor. The Privacy Policy specifies how Viainvest processes the personal data of the potential Investor and the Investor. By entering into this Agreement, the Investor acknowledges having read and understood the Privacy Policy and agrees to its terms.

## 16. Confidentiality

- 16.1. Viainvest complies with confidentiality requirements in accordance with the laws of the Republic of Latvia and the European Union.
- 16.2. Viainvest may disclose information about the Investor, the Investor's Representatives, the Investor's beneficial owners, the Investor's funds listed by Viainvest, Financial Instrument Accounts, transactions made, and other matters related to the Investor's activities on the Platform, only to the Investor and/or the Investor's Representatives, using the contact email or Investor profile specified by the Investor.
- 16.3. Viainvest may disclose information about the Investor, the Investor's Representatives, the Investor's beneficial owners, the Investor's funds listed by Viainvest, Financial Instrument Accounts, transactions made to competent state authorities, Third Parties, and other persons, if required by law, and only in

accordance with the procedures and scope specified by the applicable laws.16. Handling of complaints and dispute resolution.

## 17. Complaint Handling and Dispute Resolution

- 17.1. Investors may submit a complaint to Viainvest regarding the service in accordance with the Client Complaint Management Procedure published on the Platform.
- 17.2. If the Investor is not satisfied with the outcome of Viainvest's complaint handling, the Investor may submit a complaint to the Bank of Latvia and/or the Consumer Rights Protection Centre (PTAC).
- 17.3. Any unresolved dispute shall be resolved through mutual agreement. If an agreement cannot be reached, the disputes between the Parties shall be resolved as follows:
  - 17.3.1. The Economic Affairs Court for investment services and investment-related ancillary services provided by Viainvest in accordance with the applicable laws of the Republic of Latvia;
  - 17.3.2. In all other cases, the Rīga City Court in accordance with the applicable laws of the Republic of Latvia.

## 18. Viainvest Insolvency

In the event that Viainvest becomes insolvent, all obligations arising from the Agreement shall be fulfilled in accordance with the Financial Instruments Market Law, the Investment Brokerage Companies Law, the Law on the Restoration of Operations and Settlement of Credit Institutions and Investment Brokerage Companies, and other applicable regulations, which may be periodically amended, supplemented, or replaced.

## 19. Termination of the Agreement

- 19.1. Viainvest may unilaterally, with or without prior notice, restrict the services available to the Investor on the Platform and/or terminate the Agreement, including refusing registration of a potential Investor on the Platform, not accepting and/or not disbursing funds, blocking access to or closing the Investor's Profile and/or Account, and/or discontinuing all or part of the services to the Investor, if:
  - a) The Investor breaches this Agreement or other applicable Platform rules, such as regarding promotional campaigns or loyalty programs, or otherwise uses the Platform illegally or has unresolved obligations to Viainvest;
  - b) The Investor provides false or misleading information or forged documents;
  - c) The Investor fails to provide Viainvest with the information needed for Investor identification, in accordance with Viainvest's "Know Your Investor" policy and procedures, or as required by law, within the specified time;
  - d) Viainvest suspects money laundering, terrorism financing, proliferation financing, sanction violations or evasion, attempts of such activities, market manipulation, or insider trading by the Investor; or
  - e) The Investor is or becomes a person subject to international or national sanctions, or is associated with such a person.
- 19.2. If Viainvest terminates the Agreement with the Investor with prior notice, Viainvest will notify the Investor by email or other means at least 30 (thirty) calendar days in advance. In this case, from the moment of receipt of the notice:
  - a) The Investor shall not purchase any Financial Instruments; and
  - b) Viainvest may further restrict the services available to the Investor on the Platform.
- 19.3. The Investor has the right to unilaterally terminate this Agreement by sending Viainvest a relevant notice from the Investor's email address at least 30 (thirty) calendar days in advance, or by completing and confirming a relevant notice in the Investor Profile. The Agreement may be terminated in this manner if



the Investor has no funds in the Investor Account, does not own any Investments, has no ongoing transactions on the Platform, and has no debts to Viainvest.

- 19.4. In the event of termination of the Agreement, Viainvest will transfer all of the Investor's available funds from the Investor Account to the Investor's designated Settlement Account no later than 5 (five) Business Days from the termination of the Agreement.
- 19.5. After the termination of the Agreement, Viainvest will:
  - 19.5.1. Not calculate or pay interest on the Investor's funds and assets;
  - 19.5.2. Deduct the Viainvest Service Fee and expenses, as well as any other amounts owed by the Investor to Viainvest;
  - 19.5.3. Transfer all available funds from the Investor's Account to the Investor's Settlement Account as per Clause 19.4. of this Agreement; and
  - 19.5.4. Block the Investor's access to the Investor Profile.
- 19.6. Termination of the Agreement does not relieve either the Investor or Viainvest from their respective obligations to the other Party that arose prior to the termination date of the Agreement.

## 20. Other terms and conditions

- 20.1. Situations not addressed in this Agreement and the Business Loan Agreement shall be resolved according to the principles and information provided on the Platform.
- 20.2. If the written expression of numbers in words differs from their numerical form, the written expression in words shall prevail.
- 20.3. All notices between the Parties must be made in writing and sent to the other Party using the options available on the Platform or via email, as indicated in the Investor's Profile and on the Platform. Notices sent to the Investor's email address are considered received on the next Business Day after being sent by Viainvest.
- 20.4. All notices under this Agreement must be written and sent to the other Party through the Platform or email:
  - a) When notifying the Investor, Viainvest will use the email address provided in the Investor's profile or the profile's messaging system (if available).
  - b) When notifying Viainvest, the Investor will use the email address provided on the Platform or the messaging system of the Investor's profile (if available).
- 20.5. Notices to the Investor and other Platform users that do not contain individual data may be published on the Platform.
- 20.6. Viainvest, when providing notices, reports, statements, or other information under this Agreement via email or the Investor's profile, is not liable to the Investor for any damages resulting from unauthorized access and/or illegal use of information by a Third Party against the Investor's interests.
- 20.7. The Investor agrees and undertakes to regularly check their profile and any emails sent to the Platform-registered email address at least once a month for new information, including periodic notices about the services provided, such as updates on this Agreement and the Price List. The Investor is considered informed of such updates. The Investor and Viainvest agree not to disclose this information to Third Parties, except as required by the laws of the Republic of Latvia and in accordance with the Agreement.
- 20.8. To develop and improve the services offered by the Platform, Viainvest has the right to unilaterally amend this Agreement and the Price List. The revised version of the Agreement and Price List will be published on the Platform.
- 20.9. The Investor has 30 (thirty) calendar days from the date of publication of the amended version of the Agreement and Price List on the Platform to object to the amendments by notifying Viainvest. If Viainvest does not receive any written objections, it will be considered that the Investor agrees to the amendments, and the amendments will become binding on the Parties.

- 20.10. The 30 (thirty) calendar day period for objections to amendments of the Agreement and/or Price List shall not apply if:
- 20.10.1. The Agreement and/or Price List are amended due to mandatory regulatory requirements.
- 20.10.2. A new service or a new part of a service is introduced, which the Investor may choose to use or not. In such cases, Viainvest independently determines the date on which the amendments become effective.
- 20.11. The legal relationships arising from this Agreement shall be governed by the laws of the Republic of Latvia.
- 20.12. These terms and conditions of the Agreement are binding on the Investor until the Investor's Profile is deleted and both Parties have fully fulfilled their obligations.
- 20.13. The Agreement is drafted in Latvian. The English version of the Agreement is a translation. In case of dispute between the language versions, the Latvian version prevails. If the Agreement is concluded remotely, the Agreement is stored in Viainvest's database in PDF format. The signed Agreement is stored in the database for the period specified in the Privacy Policy.
- 20.14. References to Viainvest, the Investor, the Investor's Representative, the Lender, the Borrower, or any other person include their respective legal successors.
- 20.15. In the Agreement, words referring to one gender include references to other genders, words in the singular include the plural, and words in the plural include the singular.
- 20.16. In the Agreement, unless specifically distinguished, a reference to the Investor also includes a reference to the Investor's legal representative (Investor's Representative).

## 21. Miscellaneous Provisions

- 21.1. The current version of this Agreement shall come into force and apply to existing Viainvest Investors as of the date of publication, with a 30 (thirty) day period from the date of publication on the Platform.
- 21.2. This version of the Agreement shall apply to the Investor upon the completion of the Registration Application, if the Registration Application is submitted on or after the effective date of this version of the Agreement.