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BUSINESS LOAN AGREEMENT NO.

Riga 2024-03-29

This Business Loan Agreement is concluded by and between:

LENDER:

First name, Last name /Company name:	
Personal identity No/ Registration No.:	
Declared place of residence/ Registered office:	
Telephone:	
E-mail:	
Identification No:	

and

DEBTOR:

Company name:	**AS "VIA SMS group"**
Registration No:	40003901472
Registered Office:	13. janvāra iela 3, Rīga, LV-1050

BORROWER:

Company name:	**GINAMSUN TRADE S.L.**
CIF No:	B67551242
Registered Office:	CL PAU CLARIS Num.162 P.4 PTA.1, BARCELONA, 08037, SPAIN

and for operational purposes as regards relevant provisions of this Business Loan Agreement addressing the functioning of an online platform and authorised person:

Company name:	**SIA "Viainvest"**
Registration No:	40203015744
Registered Office:	13 Janvara street 3, Riga, LV-1050, LATVIA
Telephone:	+371 66102939
E-mail:	info@viainvest.com

WHEREAS:

- the Debtor seeks external financing of its business activity consisting of providing a finance to **GINAMSUN TRADE S.L.,**, the legal entity duly incorporated and operating under the laws of Spain
- The Lender seeks to invest his assets and finds it practicable to make such investment;
- The Lender is interested in investing money by granting the loan through the investment

platform operated by Viainvest.

The Parties decided to enter into this Business Loan Agreement on the following terms and conditions:

BASIC TERMS AND CONDITIONS:

Loan to be granted:

Business Loan ID	
Loan Amount [EUR]	
Loan Purpuse	To purches of assignement rights secured by a Real Estate Collateral
Period of Collection of Funding	
Real Estate Collateral	
Maturity Date	, the term can be automatically prolonged by the Debtor at its own discretion without prior coordination with the Lender for one additional year, but not more than three consecutive years in a row
Annual Interest Rate	12%
Interest Paid at Maturity	Calculated in the way defined in Sub-clause 7.2.

GENERAL TERMS AND CONDITIONS

USED TERMS AND CONDITIONS

For the purposes of this Agreement the terms set out below shall have the following meaning:

Agreement	this business loan agreement concluded between the Lender, the Debtor and where relevant - Viainvest with all annexes, amendments and supplements thereto
Agreement Expiration Date	The end term of the Agreement in one of the following cases, whichever occur first: 1. Maturity Date has occurred; 2. the end date of the Agreement in accordance with Sub-clause 8.1.; 3. the end date of the Agreement in accordance with Sub-clause 8.2.; 4. the end date of the Agreement in accordance with Sub-clause 8.3.; 5. the end date of the Agreement in accordance with Sub-clause 8.4.
Annual Interest Rate	remuneration for use of invested funds to be paid by the Debtor to the Lender, expressed as percentage on an annual basis of the amount agreed by the Lender and the Debtor
Borrower	GINAMSUN TRADE S.L., the legal entity registered in the Mercantile Registry of Barcelona, volume 47175, page 105, page B-543620, 1st entry and with CIF number B67551242, having its legal address at CL PAU CLARIS Num.162 P.4 PTA.1, BARCELONA, 08037, SPAIN
Business Day	an officially determined business day in the Republic of Latvia, except for Saturdays, Sundays and public holidays
Cooperation Agreement	the agreement entered by and between the Debtor, the Borrower and Viainvest establishing cooperation principles, including mutual settlement of the accounts

Debtor	**AS "VIA SMS group"** the legal entity duly incorporated and operating under the laws of the Republic of Latvia under registration number 40003901472 and its registered office in Latvia, at 13.janvara 3 street, Riga, LV-1050
Delay Interest	remuneration due from the Debtor to the Lender for delay in repayment of the Loan which in the context of the present Agreement is equal to the Interest
Interest	a fee fixed in EUR the Debtor shall pay to the Lender for use of its funds that is calculated by amount of the Loan by multiplying Annual Interest Rate by multiplying to factual days the funds are used divided by 365. The Interest is paid to the Lender at the Maturity Date
Interest Paid At Maturity	additional earnings expressed in EUR in addition to Interest which can be earned by the Lender according to the provisions of this Agreement. The Interest Paid At Maturity (if applicable) shall be paid out by the Debtor to the Lender at the Agreement Expiration Date and shall be applied to the amount of the Loan for whole period when the Loan was granted to the Debtor
Investment Platform	online trading platform with the domain www.viainvest.com, where the Lender can create his/her personal account, open and close the deals or carry out all activities allowed by the Regulations of the Investment Platform
Lender	as defined in the preamble of this Agreement
Loan	amount of the loan that shall be disbursed by the Lender to the Debtor pursuant to the provisions of this Agreement
Loan repayment	any amount of money due from the Debtor to the Lender payable according to this Agreement
Maturity Date	day on which any outstanding Loan principal, Interest, Delay Interest and other amount payable under this Agreement due from the Debtor to the Lender shall become due
Minimum Guaranteed Interest	a minimum guaranteed fee fixed in EUR the Debtor shall pay to the Lender for use of its funds in case of the Project is successfully completed sooner than 6 (six) months from the Agreement conclusion date
Parties	the Debtor, the Borrower, the Lender and Viainvest
Period of Collection of Funding	the period during which funding is collected for the implementation of the Project
Price List	a list of payments due from the Lender to Viainvest for received services according to this Agreement as well as under any other agreement as may be entered into between the Lender and Viainvest
Project	set of actions to achieve a specific objective
Regulations of the Investment Platform	terms and conditions of the Investment Platform applicable at the moment of entering into the Agreement, available at www.viainvest.com and at any moment of duration of the Agreement as may be amended and any other regulations regarding the functioning of the Investment Platform. Until the day when appropriate provisions with respect to the Loan Agreements has not become effective in the Regulations of the Investment Platform, all provisions as much as practically possible with respect to assignment agreements shall be applicable to the provisions and with respect to execution of this Agreement.

User	a private individual or official representative of legal entity who has electronically created a User Account on the Investment Platform and that is confirmed by Viainvest
User Account	an electronic account created by the Lender on the Investment Platform, which contains data and may i.a. contain personal data independently provided by the Lender and which the Lender can access after his/her identity verification pursuant to the Regulations of the Investment Platform
Viainvest	SIA “Viainvest”, a limited liability company registered in Latvia under registration number No. 40203015744, creator and maintainer of the Investment Platform
Viainvest Account	Viainvest's payment account No LT903570020000000005, opened with “VIA PAYMENTS” UAB, registration code:304531696, to which the User shall, pursuant to the Regulations of the Investment Platform, transfer the User's funds for making payments via the Investment Platform, and which is maintained separately from Viainvest's property

Terms used in singular shall include the plural and vice versa. Headings shall be ignored for the purposes of interpretation of the Agreement.

2. SUBJECT OF THE LOAN AGREEMENT

2.1 The Agreement is entered by and between the Lender, the Debtor, the Borrower and Viainvest as the representative of Debtor and the Borrower, and host of the Investment Platform.

2.2 By concluding this Agreement, the Lender undertakes to grant a Loan to the Debtor under the terms and conditions set out in this Agreement and the Debtor undertakes to repay the Loan pursuant to the provisions of this Agreement.

2.3 The Loan shall be granted in the amount as specified by the Basic Terms and Conditions of this Agreement.

2.4 The purpose of this Loan is to provide financing for the Debtor’s business activity consisting of providing a finance to the Borrower to purches of assignement rights secured by a Real Estate Collateral.

3. ENTERING INTO THE AGREEMENT

3.1 The Lender shall certify that:
• it is informed that the Debtor and Viainvest are the members of one holding structure; and
• the Debtor, the Borrower and Viainvest have entered into the Cooperation Agreement according to which the Debtor and the Borrower have authorised Viainvest to sign this Agreement on behalf of the Debtor and the Borrower.

3.2 The Lender certifies that by submitting the application for creation of User Account that has been created prior entering into this Agreement, it has read and agreed to the terms and conditions of the Regulations of the Investment Platform.

3.3 This Agreement shall be deemed as entered into and shall come into force once the Debtor has approved this Agreement in its User Account pursuant to the procedures laid down in the Regulations of the Investment Platform and when the Lender has transferred the funds to Viainvest Account and the User Account is debited for the amount of this Agreement.

3.4 The Lender confirms that he/she understands the rights and obligations resulting from this Agreement and provisions of this Agreement correspond with the will of the Lender.

3.5 The Lender certifies that he/she agrees to enter into this Agreement via the Investment Platform.

3.6 The Lender certifies that he/she is legally capable of entering into this Agreement and is not under the influence of alcohol, narcotic, psychotropic or toxic substances, or other intoxicants.

3.7 The Lender has agreed with the Debtor on the Loan amount, Annual Interest Rate and the conditions on Interest Paid at Maturity or payable Minimum Guaranteed Interest (if applicable) through a User Account prior entering into this Agreement.

3.8 By entering into this Agreement, the Lender authorises Viainvest to withdraw or further transfer the means, which were transferred to Viainvest Account by the Lender in connection with the Agreement, in favour of the Debtor in order to finance its business activities, accordingly reflecting such transaction in the Lender's User Account on the Investment Platform.

3.9 By approving this Agreement, the Lender acknowledges and confirms that returning payments from the Debtor (i.e., appropriate Loan principal and Interest) will be withdrawn from the Viainvest Account in favour of Lender, once the Lender has fulfilled all obligations against Viainvest arising from this Agreement and from the Regulations of the Investment Platform.

4. AUTHORISATION

4.1 The Lender shall hereby authorise the Debtor:

4.1.1 in the event of non-fulfilment or improper fulfilment of obligations by the Borrower, to carry out all the activities related to the restructuring of the issued Loan (changes in the repayment period, payment reschedule, etc.), terminate the loan agreement concluded between the Debtor and the Borrower, enter into a new loan agreement and out-of-court recovery in favour of the Lender;

4.1.2 to carry out all the necessary activities related to the recovery of the loan issued to the Borrower, including, among other things, out-of-court recovery or submit the claims in all court instances, including, among others, the right to provide explanations, counter-claims and applications, to reject claims and applications, to submit evidence and explanations, to contest court judgements, to submit executive documents for directing recovery, to submit and receive applications, statements, requests, decisions and opinions at all institutions, to make all the necessary payments, as well as to deal with all the necessary formalities related to the exercise of the granted authority in relation to the provisions of this clause;

4.1.3 the authority granted by the Lender to the Debtor shall apply to all the employees of the Debtor and authorised persons specified by the Debtor. This authority shall grant the right of delegation which shall be valid until the full execution of this Agreement or the cancellation thereof in cases determined below.

4.2 The Lender and the Debtor shall hereby authorise Viainvest:

4.2.1 to transfer the Loan, which have been deposited with Viainvest Account, to the Debtor’s account, reflecting these transactions in the User Account in the Investment Platform;

4.2.2 to withhold all payments related to this Agreement, including Investment Platform fees and applicable taxes according to legislation enactments.

4.2.3 to carry out the automatic calculation of the Annual Interest Rate, the Interest Paid at Maturity or payable Minimum Guaranteed Interest (if applicable), in favour of the Lender and the Debtor. The Interest calculation starts as of the day when Parties have entered into this Agreement and has been terminated on the Agreement Expiration Date, assuming that one calendar year consists of three hundred sixty-five (365) days.

4.2.4 to inform the Debtor immediately about the occurrence of the obligation to repay the Loan and to ensure the repayment arrangement to be performed by the Debtor, reflecting all performed transactions in User Account in the Investment Platform.

4.3 The Parties agree that the Lender will not revoke the authority granted to the Debtor and Viainvest during the entire validity term of the Agreement.

5. DEBTOR'S WARRANTIES, RIGHTS AND DUTIES

5.1 The Debtor certifies that it will undertake all efforts continuously to carry out the business of financing of the Borrower and ensure that the loan agreement between the Debtor and the Borrower will be genuine, and the Borrower will receive the financing according to the terms stipulated thereby. The Debtor certifies that the right to claim against the Borrower deriving out of the loan agreement concluded between them will not be transferred in favour of third parties and the Debtor will act diligently and undertake all appropriate actions in order to enforce due Borrower’s payments.

5.2 The Parties shall undertake to notify the other Parties of any circumstances that affect or might affect the execution of their obligations under this Agreement.

5.3 The Debtor shall have the right to prolong the Maturity Date of the Loan without prior coordination with the Lender for one additional year, but not more than three consecutive years in a row, notifying the Parties not later than 10 (ten) Business days before changes of Maturity Date and reflecting the Loan Maturity Date changes in the User Account in the Investment Platform.

5.4 The Debtor shall have the right to terminate this Agreement early in cases determined in Section 8.

6. LENDER'S WARRANTIES, RIGHTS AND DUTIES

6.1 The Lender shall undertake to comply with the terms and conditions of this Agreement during the entire duration of this Agreement.

6.2 The Lender shall certify that the funds invested as the Loan according to this Agreement are not acquired as the result of a criminal offence, either directly or indirectly, or related to financing of terrorism or an attempt of such activities.

6.3 The Lender shall undertake to pay Viainvest for provided services, arising from this Agreement and from the Regulations of the Investment Platform, pursuant to the Price List available at the Investment Platform.

6.4 The Lender shall accept as binding thereto all the amendments and supplements introduced by the Debtor to the transaction supportive documents.

6.5 The Lender shall undertake not to revoke the authority granted to Viainvest and the Debtor to carry out the processing and making of payments to the Lender, reflecting the performed transactions in the User Account in the Investment Platform.

6.6 The Lender shall undertake to provide Viainvest or the Debtor with all the necessary documents, information, powers of attorney, consents and permits immediately, but no later than within five (5) Business days after receiving a request from Viainvest or the Debtor, for Viainvest or the Debtor to be able to exercise the rights and duties determined herein and by the law.

6.7 The Lender certifies that it is informed about the Debtor’s right to pay back the Loan prior to the Maturity Date specified in this Agreement without any additional charges. In this case the Interest is payable in accordance of calculation mentioned in Sub-clause 7.2. or 7.3.

6.8 The Lender shall not make any complaints against the Debtor, regarding losses, including regarding lost profit in the event the Debtor repays the Loan prior to the Maturity Date specified in the Agreement.

6.9 The Lender shall undertake to refrain from contacting the Borrower directly in regard to this Agreement within the period of validity of this Agreement, including, contacting it by using means of instant communication, requesting to make the Borrower's payments without the mediation of the Debtor, directing claims and pursuing actions against the Borrower.

7. PAYMENTS TO THE LENDER

7.1 Pursuant to the authority included herein, Viainvest shall ensure the processing of received payments, accept payments from the Debtor in relation to execution of this Agreement, and transfer them to the Lender pursuant to the procedures and in the amount determined by this Agreement.

7.2 The Loan principal and Interest shall be paid by the Debtor in the Maturity Date as well as in cases of the Viainvest and/or the Debtor have initiated the withdrawal from the Agreement according to Sub-clause 8.3. The accrued Interest and the Interest Paid at Maturity shall be calculated in the following way:
Amount of the Loan * Annual Interest Rate *(number of days between the day when the Parties have concluded this Agreement and the Agreement Expiration date / 365)

7.3 In case of the Debtor has initiated the withdrawal from the Agreement according to Sub-clause 8.4., the payable Minimum Guaranteed Interest shall be calculated in the following way:
Amount of the Loan * Annual Interest Rate * (1/2)

7.4 Prior to transferring the received payments to the Lender, Viainvest shall be entitled to deduct the fee for provided services, arising from this Agreement and from the Regulations of the Investment Platform and withheld the taxes applicable according to legislation enactments.

7.5 The Loan principal and the Interest Paid at Maturity or the Minimum Guaranteed Interest (if applicable) or accrued Interest shall be paid by the Debtor in cases stipulated by this Agreement. Any payments to the Lender under this Agreement should be paid out not later than in the next day after the Agreement Expiration Date.

7.6 Parties agree that the Interest calculation starts as of the day when Parties have entered into this Agreement except in case provided for in Sub-clause 7.7.

7.7 Parties agree that Debtor is released from paying Interest to the Lender in case of the Agreement termination according to Sub-clause 8.2.

7.8 The Lender undertakes not to bring any claims against the Debtor, Borrower and/or Viainvest concerning full early repayment of the Loan and accured Interest in case of a lost profit or any other losses.

8. TERMINATION OF THE AGREEMENT

8.1 Viainvest shall have the right to terminate this Agreement in the following cases with immediate effect:

8.1.1 the Lender violated the terms and conditions of the Agreement or the Regulations of the Investment Platform;

8.1.2 the Lender provided false or inaccurate information regarding itself to Viainvest or the Debtor;

8.1.3 Viainvest has suspicions regarding the Lender's identity and Viainvest has failed to contact the Lender in order to confirm the content of the transaction;

8.1.4 the Lender’s order is unclear or distorted due to communication failures;

8.1.5 the Lender uses the Investment Platform for illegal purposes;

8.1.6 if international and national sanctions or sanctions determined by a Member State of the European Union or the North Atlantic Treaty Organisation imposed.

8.2 Viainvest and/or the Debtor has the rights to terminate this Agreement in the next day after the Period of Collection of Funding expiration, in case of the full funding hasn’t been collected for the Project implementation.

8.3 Viainvest and/or the Debtor has the right to terminate this Agreement upon unilateral initiative of the Debtor with a unilateral notice to the Lenders e-mail at least 3 (three) Business days in advance.

8.4 In case of the Project is successfully completed sooner than 6 (six) months from the Agreement conclusion date, the Debtor has the right to terminate this Agreement prior to the Maturity Date with a unilateral notice to the Lenders e-mail at least 3 (three) Business days in advance and pay back the Loan and the Minimum Guaranteed Interest to the Lender.

8.5 Viainvest shall send the notification regarding the termination to the Lender's e-mail in the event of early termination of this Agreement.

9. OTHER TERMS AND CONDITIONS OF THE AGREEMENT

9.1 This Agreement consists of the Basic Terms and Conditions and the General Terms and Conditions. If the Basic Terms and Conditions contradict to the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

9.2 Situations that are not stipulated herein shall be resolved pursuant to the Regulations of the Investment Platform which are valid at the moment of entering into this Agreement and forms the integral part.

9.3 This Agreement is entered into in electronic form pursuant to the procedures laid down herein and is valid without the signatures of the Parties.

9.4 Prior to the electronic signing of this Agreement, the Lender shall read the terms and conditions of this Agreement, recognising them as binding thereto and compliant with the Lender's will.

9.5 This Agreement shall be valid until the full execution thereof, except in cases of early termination of the Agreement.

9.6 The Agreement is governed by the laws and regulations of the Republic of Latvia.

9.7 Disputes between the Parties arising from this Agreement shall be resolved by the court in compliance with the laws of the Republic of Latvia.