

LOAN AGREEMENT, LV-●-201●



Product: ●
Client ID: ●-201●
Rīgā, 201●. gada ●●

Part I. PRINCIPAL RULES	
BORROWER	
Registered name/Name, Surname	Registration No./Personal ID
Bank and account number	Legal address
Representative	Phone and e-mail
LENDER	
Registered name CAPITALIA, AS	Registration No 40003933213
Bank and account number LV27HABA0551017085790	Legal address BRĪVĪBAS 40-35, RĪGA, LV1050
Representative JURIS GRIŠINS	Phone and e-mail 28800880, INFO@CAPITALIA.LV
LOAN	
Amount of the Loan (EUR) EUR ●	Credit limit: EUR ● (● EURO)
Loan term ●MONTH	Interest rate ●% (● PERCENT) ANNUALLY
Loan issuance commission ● EUR ● (● EURO)	
Loan purpose ●	
Pledge ●	

Part II. TERMS AND CONDITIONS

1. Subject of agreement.

- 1.1. Lender issues and Borrower accepts and repays the loan, according to the terms and conditions of present Agreement. Loan and Interest shall be repaid according to the Payment schedule, attached in Part III of present Agreement.
- 1.2. Borrower undertakes to secure the loan with _____, simultaneously with present Agreement.
- 1.3. For issuing the Loan and clearance of related documents Borrower pays Lender commission in amount of 2.5% of Loan amount or at least 150 EUR according to the terms of present agreement (hereinafter the Commission). Commission is paid simultaneously with amount of Loan being paid to the bank account of the Borrower.

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

- 2.1. Lender pays the amount of Loan to the bank account of the Borrower within 3 (three) business days after the Borrower has signed the Loan agreement (the pledge has been registered in favor of the Lender according to the Pledge agreement). Lender is entitled to reject to issue the Loan in case if Lender has detected any of the conditions stated in Clause 4.3 and if the amount of Loan has reached the credit limit.
- 2.2. All Borrowers payments to the Lender shall be made in the currency of Loan and Lender is entitled to convert received funds according to the exchange rate of the lenders bank.
- 2.3. For the delay of payment Borrower shall pay contractual penalty to the Lender in amount of 0,25% for every day of delay.
- 2.4. Any payments made by the Borrower according to present Agreement at first will be used to cover contractual penalties, then interest payments and finally to cover principal amount of the Loan, starting with the former delayed payment, unless the Lender has stated otherwise.
- 2.5. Borrower undertakes obligation to provide to the authorized person of the Lender access to any Borrowers bank account(s) in inspection mode within 5 (five) business days after signing present Agreement. Borrower undertakes obligation to inform the Lender about opening new account(s) in the banks and to provide access rights as stated in this clause within 3 (three) business days after opening such account(s) within the validity period of present Agreement. Apart from that, the Borrower undertakes obligation to provide the Lender with Bank account statement, proving the Loan has been used for the purpose stated in the Loan agreement.
- 2.6. Till the moment the Borrower has fully completed its obligations according to present Agreement, Borrower is restricted, without prior written consent of the Lender:
 - 2.6.1. Fully or partially obtain or alienate the business and to start new or stop existing commercial activities;
 - 2.6.2. Issue or repay loans, issue guaranties and similar liabilities to Borrowers officials and/or shareholders and parties related to them, or to conclude other agreements with such persons which are not necessary for the performance of normal everyday commercial activity of the Borrower;
 - 2.6.3. Issue, receive or grant the loans, guarantees, collaterals and mortgages;
 - 2.6.4. Undertake contractual liabilities which exceeds amount of the Loan within their validity period;
 - 2.6.5. Buy or sell shares of the companies;
 - 2.6.6. Initiate Borrowers reorganization, liquidation, insolvency and legal protection proceedings;
- 2.7. For every breach of Clauses 2.6., 2.8., and their subclauses as well as for delay of more than 5 (five) days of performance of obligations according to Clause 2.5., if such delay is not rectified within 5 (five) days after Lenders warning, Borrower shall pay to the Lender contractual penalty in amount of EUR 500 (five hundred EUR) for every case of breach.
- 2.8. Borrower shall provide to authorized person of the Lender rights to visit Borrowers premises where commercial activity of the Borrower is performed, demand and participate in auditing of Borrowers property as well as to perform other actions which may be necessary for control of Borrowers financial standing and settlement of liabilities within 3 (three) business days after respective demand of the Lender.

3. Issue of additional Loan within the credit limit

- 3.1. During the time of the Agreement being in force the Lender upon the request of Borrower has the rights to issue one or more additional Loans within the Credit limit stated by the Agreement. Borrower is entitled to apply and the Lender is entitled to issue additional Loan only if the following conditions are met:
 - 3.1.1. Borrower has Intelia Creditscore that is not older than 6 month by the time of additional loan request;
 - 3.1.2. Lender has not observed any worsening in the financial situation or actual activity of the Borrower;
- 3.2. During the time of the agreement being in force, the Lender is entitled to change the Credit limit assigned to the Borrower unilaterally, notifying Borrower within three business days after the decision has been made;
- 3.3. Borrower is entitled to apply for the additional Loan onsite at Lender's office, over the phone, via e-mail or online at Lender's homepage www.capitalia.lv. In the application Borrower should indicate the desired Loan amount, as well as the Loan term – starting with 1 (one) month till 12 (twelve) month.
- 3.4. After the rules and conditions for the additional Loan have been brought into accord, the Lender prepares and sends Borrower new Payment schedule (Part III of the Agreement), adjusted for the additional Loan amount as well as its repayment schedule.
- 3.5. Lender pays the amount of the additional Loan to the bank account of the Borrower within 1 (one) business day after the Lender has received the new Payment schedule signed by the Borrower.
- 3.6. The additional Loan is issued to the Borrower and should be repaid according to the rules and conditions of this Agreement.

4. Execution and breach of the Agreement.

- 4.1. Agreement comes into the force when signed by both Parties and lasts until fulfillment of all Borrowers liabilities hereto, according to the terms of present Agreement.
- 4.2. Borrower is entitled to repay the Loan pre-term, notifying the Lender in writing five business days in advance. In case of repayment of the Loan pre-term, Borrower shall pay Interest for the full period of current calendar month when Loan is repaid.
- 4.3. Lender is entitled to withdraw from the Agreement unilaterally and demand immediate (not later than within three business days after the request of the Lender) repayment of principal amount of Loan, interest and penalties in following cases:
 - 4.3.1. Borrower has breached any of obligations under the Clauses 2.6., 2.8..
 - 4.3.2. Borrower has breached obligations under the Clause 2.5. and has not rectified the breach within the terms stated in Clause 2.7.;
 - 4.3.3. Borrower has delayed any of payments stated in present Agreement more than 5 business days;
 - 4.3.4. Borrower is under liquidation proceeding, Insolvency claim has been submitted to the court against the Borrower or Borrowers Legal protection proceeding has been initiated;
 - 4.3.5. Borrower has submitted false information and/or falsified documents;
 - 4.3.6. Borrower has not used the Loan money for the purpose stated in the Loan agreement;
 - 4.3.7. Borrower does not fulfill any of the rules and obligation stated in Part I of the Loan Agreement;
 - 4.3.8. Warrantor (legal entity) if such, is admitted as insolvent, liquidated or under legal protection process and Parties within two weeks have not agreed on new Warrantor.
 - 4.3.9. Warrantor (private individual), if such, is proclaimed missing, incapacitated or dead and Parties within two weeks have not agreed on new Warrantor.
 - 4.3.10. Bank accounts or property of the Borrower are arrested and/or other claims against security of the present Agreement are submitted.
 - 4.3.11. Borrower has not informed the Lender of any off-balance liabilities.
- 4.4. If the Borrower breaches or unduly fulfills its contractual liabilities under present Agreement, Lender is entitled to transfer its rights to collect delayed payments to the third parties, including transfer of rights to process personal data and to place such data in publicly available data basis. If in case of non-fulfillment or unduly fulfillment of Borrowers liabilities, Lender has assigned third parties to perform debt collection activities against the Borrower, Borrower is obliged to cover expenses of debt collection in addition of liability to repay the Loan. Parties hereby agree, that third parties authorized by the Lender, are entitled to collect debt collection expenses stated above directly from the Borrower according to their tariff.

5. Other provisions

- 5.1. Borrower confirms that at the day of signing the Agreement the Borrower has no off-balance liabilities and the Borrower has not signed any agreement for undertaking such off-balance liabilities. The Borrower also confirms that all the information provided to the Lender is true and actual. The Borrower also confirms that it has no intention that could negatively impact the decision of issuing the Loan.
- 5.2. This Agreement is concluded and Parties shall execute this Agreement according to the legislation of the Republic of Latvia. Any dispute or claim arising from this Agreement, its breach or annulment shall be taken to the Baltic International Arbitration Court, according to the applicable law.
- 5.3. This Agreement cancels all previous negotiations and agreements between the Parties made before signing present Agreement. Only liabilities prescribed in this Agreement are binding to the Parties.
- 5.4. All changes and amendments to this Agreement are valid if signed by both Parties. Changes and amendments of the Agreement becomes an integral part of the Agreement.

Part III. Payment schedule

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This Agreement has been compiled in two copies, each copy consisting of 3 parts: Part I „Principal rules”, Part II „Terms and Conditions”, Part III „Payment schedule”, a copy for each Party.

SIGNATURES

Lender:

JURIS GRIŠINS

Borrower: