

**Part II
Loan Agreement
General Terms and Conditions**

1. Definitions

Lender's Bank and Account	the Lender's Bank and Account specified in the Basic Terms and Conditions or in the Invoice sent to the Borrower.	Contractual Payments	the payments made by the Borrower or any third party to the Lender, including the Loan issuance fee, any payments of the principal amount of the Loan, Interest, Contractual Penalty and other payments specified in the Agreement and pursuant to the Price list.
Loan Request	an application of the Borrower with a request to receive a Loan from the Lender pursuant to the terms and conditions of the Agreement prepared in accordance with the Section 2 of the General Terms and Conditions in the Customer Service Center, Website or at the Cooperation partners.	Agreement	this loan agreement concluded between the Borrower and the Lender with all of its appendices and amendments.
Loan	received and outstanding amount of the Loan.	Contractual Penalty	contractual penalty specified in the General Terms and Conditions, which in the situations specified in the Agreement until the termination thereof is calculated on failure to fulfill or delay in fulfillment of the obligations specified in the Agreement.
Amortization Method	the payments of the principal amount of the Loan are equal in all months of the Loan repayment.	Website	the Lender's website with the address www.hipocredit.lv
Annuity Method	the total amounts of the payments of the principal amount of the Loan and Interest payments are equal in all months of the Loan repayment.	Basic Terms and Conditions	part I of the Agreement.
Bullet Method	the Loan is repaid in one payment on the last repayment day of the Loan.	Interest	compensation for the use of the Loan.
Price list	Effective price list of the Lender's services.	Interest rate	fixed interest rate specified in the Basic Terms and Conditions.
Schedule	a payment schedule of the principal amount of the Loan and Interest.	Party/-ies	the Borrower and/or the Lender.
Method for the preparation of the Schedule	Annuity, Amortization or Bullet Method.	Co-operation Partner	a natural person or a legal entity wherewith the Lender has concluded a cooperation agreement on provision of the Lender's services to clients.
Customer Service Center	the Lender's structural unit providing the Lender's services.	Affiliate	a company of the Lender's group, other company or enterprise, which has directly or indirectly gained a significant interest in the share capital of the Lender, or wherein the Lender has gained direct or indirect interest.
Legal Interest	interest established pursuant to effective laws and regulations, the size whereof at the conclusion moment of the Agreement is 6% per annum, and which is calculated after the termination of the Agreement.	General Terms and Conditions	part II of the Agreement.

2. Loan Request and issue of the Loan

2.1. The Borrower for the conclusion of the Agreement submits to the Lender a Loan Request, by completing it in the Customer Service Center, on Website or at the Cooperation Partner, as well as any other information on the Borrower and/or Collateral upon the Lender's request, which is necessary for the evaluation of the Loan Request.

2.2. The Lender shall make a decision on issuing of the Loan and inform the Borrower thereof.

2.3. The Agreement shall be considered as concluded when both Parties have signed it.

2.4. The Lender is entitled to refuse the issue of the Loan to the Borrower, informing the latter thereof. The Lender is not obligated to justify its refusal to issue the Loan. If the refusal to issue the Loan is justified by the information obtained in the debtors' data base, the Lender immediately and free of charge shall inform the Borrower regarding this fact and the information in the used data base.

3.1. The Lender shall issue the Loan amount to the Borrower, transferring it to the Borrower's account or other account according to the procedure for issuing the Loan within 2 (two) business days from conclusion of the Agreement and fulfillment of the conditions specified in Section 8 of the Basic Terms and Conditions. Once the above transfer is made, it shall be considered that the Borrower has received the Loan amount.

3.2. The Lender is entitled to refuse the issue of the Loan amount to the Borrower, if the Lender has established any of the below conditions:

3.2.1. the Borrower fails to fulfill the obligations specified in the Agreement or other agreement concluded with the Lender or Affiliate;

3.2.2. the Lender has in its possession the information raising suspicions regarding the ability or intention of the Borrower and/or Guarantor to fulfill its obligations;

3.2.3. registrations in favor of third parties have been made in respect of the Collateral that could interfere with the use of the Lender's pledge rights.

3. Issue of the Loan amount

4. Contractual Payments

4.1. The Borrower shall repay the Loan to the Lender and pay the Interest pursuant to the terms and conditions of the Agreement and the Schedule. The Lender shall prepare and send to the Borrower invoices for the Contractual Payments. If the Borrower has not received an invoice, it shall not be released from the obligation to make a payment. The Borrower in this situation shall make a payment pursuant to the Schedule.

4.2. The Lender shall send a Schedule to the Borrower to its e-mail address within 5 (five) business days after the issue of the Loan amount, as well as after the changes to the Interest rate. It shall be considered that the Borrower has received the Schedule on the 3rd (third) day after the expiration of the above term, familiarized itself with this document and accepted it, if the Borrower within 10 (ten) business days after the issue of the Loan amount has not turned to the Lender with a written request to be provided with the Schedule.

4.3. The Borrower shall make the payments by transferring the funds to the Lender's account. The payment made by the Borrower shall be considered as completed at the moment when it was received in the Lender's account.

4.4. The Borrower by transfer funds pursuant to the Agreement has an obligation to specify the number of the Agreement or invoice in the purpose for the transfer.

4.5. If the Borrower makes a payment in violation of the provisions of Clause 4.4. of the General Terms and Conditions, the Lender may consider such payment as outstanding until its identification.

4.6. If the deadline of the contractual payment falls into weekend or a holiday, the payment shall be made on the next business day following the day when the contractual payment was due.

4.7. The Borrower may repay the Loan or a part thereof prior to the deadline specified in the Schedule, or unilaterally terminate the Agreement and make the Contractual Payments in full amount prior to the deadline specified in the Schedule. The Borrower repaying the Loan in full amount must also make all payments due to the Lender pursuant to the Agreement, including the Contractual Penalties in the situations specified in the Agreement for the time period until the moment, when the Borrower has fully settled all of its loan obligations pursuant to this Agreement. The Lender shall issue an invoice to the Borrower for the outstanding amount after the receipt of the Borrower's application regarding unilateral termination of the Agreement, which the Borrower shall pay within 3 (three) business days from the date of its issue.

4.8. If any taxes or dues come in force during the validity period of the Agreement, or the circumstances out of the Lender's control take place obligating the Lender to make additional payments or reduce the payments related to the Agreement, the Lender shall inform the Borrower regarding such changes in writing 30 (thirty) days in advance, by sending the information on changes to the Borrower. The Lender is entitled to accordingly increase or reduce Contractual Payments, by informing the Borrower on the changes pursuant to this paragraph and sending the respective invoice or a new Schedule to the Borrower.

4.9. The Lender shall prepare the invoices for the Contractual Payments in electronic format, and they are valid without a signature and seal. The invoices shall be sent to the Borrower upon the Lender's choice either to the e-mail address specified in the Agreement or by mail to the residence address of the Borrower specified in the Agreement.

4.10. The Borrower shall cover all costs related to the registration of the mortgage, its renewal, amendments to the terms and conditions and deletion in the land register (including the state and chancellery fee, notary fee, costs of examination the State Uniform Computerized Land Register data base, etc.).

5. Interest

5.1. The Borrower shall pay the Interest to the Lender for the Loan for the entire period of the actual use of the funding until the termination of the Agreement. If the Loan was not repaid after the termination of the Agreement, the Borrower shall continue to pay the Legal Interest to the Lender.

5.2. Interest, Legal Interest and Contractual Penalty shall be calculated, assuming that the year consists of 360 (three hundred and sixty) days.

6. Borrower's rights and obligations

6.1. The Borrower may not dispose of, mortgage or otherwise encumber the Collateral or a part thereof, and without a written consent of the Lender may not transfer the Collateral for the use of a third party. Third parties for the purpose of this paragraph shall not be the spouse, minor children and parents of the Borrower.

6.2. The Borrower shall ensure an opportunity for the Lender at any time to inspect the condition of the Collateral, by receiving a 3 (three) day notice from the Lender.

6.3. The Borrower shall ensure that any mandatory payments and costs related to the Collateral, including the real estate tax, payments for the public utility services, management and maintenance costs are paid timely and in full amount.

6.4. The Borrower shall ensure that the Collateral is kept in good order pursuant to the requirements of the laws and regulations, and its condition is not being deteriorated. Natural wear and tear of the Collateral is not considered as deterioration of its condition.

6.5. The Borrower has an obligation to inform the Lender in writing immediately, but no later than 5 (five) days, if:

6.5.1. the name, last name, mail or e-mail address of the Borrower changes;

6.5.2. the insolvency procedure of the Borrower was initiated by the court judgment.

6.6. The Borrower shall unconditionally fulfill the contractual obligations and assume the risk of default consequences and incidents in relation thereof. Risk of incidents is assumed by the Borrower only if the Borrower acts in contrary to the laws and regulations or the terms and conditions of the Agreement.

6.7. The Borrower acknowledges that the conclusion of the Agreement does not violate the rights of the third parties, laws and regulations, permits, judgments or instructions of the court or a competent authority binding to the Borrower.

6.8. The Borrower shall authorize the Lender to provide the information related to the Agreement to the Pledger or Guarantor.

7. Insurance

7.1. The Borrower guarantees that an insurance agreement of the Collateral is in effect for the entire duration of the Agreement, submitting a new insurance policy to the Lender no later than 5 (five) days prior to expiration of insurance agreement: (a) by sending a scanned insurance policy to the e-mail address of the Lender specified in the Agreement or (b) submitting a copy of the insurance policy in the Customer Service Center, by presenting an original.

7.2. The insurance policy shall list the Lender as the beneficiary.

7.3. The Borrower shall coordinate the insurance company and terms and conditions with the Lender, submitting the terms and conditions of the new insurance policy to the Lender for coordination no later than 10 (ten) days prior to expiration of the insurance agreement. The Lender within 5 (five) days from the receipt of the terms and conditions of the new insurance policy reviews them and provides a reply to the Borrower.

7.4. If the insurance agreement of the Collateral prescribes that the Borrower pays the insurance premium in installments, the Borrower no later than 5 (five) days prior to the deadline of each payment submits to the Lender in the Customer Service Center a document confirming a completion of such payment.

7.5. If the Borrower has failed to comply with the requirements of Clause 7.1. of the General Terms and Conditions, the Lender may insure the Collateral for the period at its own discretion. The Borrower in this situation has an obligation no later than within 10 (ten) days after sending of the Lender's invoice to reimburse to the Lender its paid insurance premium pursuant to the invoice submitted by the Lender to the Borrower.

7.6. If the insurance indemnity is received, the Borrower may turn to the Lender with its proposal for the use of the received insurance indemnity. The Lender shall use the received insurance indemnity for the settlement of the Borrower's debt obligations or restoration of the Collateral. If the paid out insurance indemnification is not sufficient to satisfy the Borrower's debt obligations, the Borrower has an obligation within 5 (five) business days from the receipt of the insurance indemnity to pay the difference to the Lender.

7.7. If the paid out insurance indemnity exceeds the total amount of the Borrower's debt obligations, the Lender shall pay the difference to the Borrower providing that the Borrower does not have any debts arising from other agreements concluded between the Lender and the Borrower. If the Borrower has the debts arising from the other agreements concluded with the Lender, the aforementioned difference is used to pay these debts.

8. Fulfillment of obligations

8.1. The fulfillment of the contractual obligations takes place in the currency specified in the Agreement. If the Borrower is making a payment in a different currency, the Lender may at its own choice exchange the relevant amount to the currency specified in the Agreement based on currency exchange commercial rate of the credit institution selected by the Lender or based on the currency exchange rate of the Bank of Latvia on the day of receiving the payment. If the

Borrower's payment after exchange of the respective amount fails to cover the regular payment pursuant to the Schedule, the Borrower shall pay the respective debt within 3 (three) business days from the day of making the payment. Any costs related to the transfer of funds, payments, etc. are paid by the Borrower.

8.2. The Agreement shall be in force until the complete fulfillment of the obligations specified therein and shall be deemed completed when the Borrower has made all payments due to the Lender based on this Agreement.

8.3. The obligations specified in the Agreement shall be deemed as timely fulfilled, if the fulfillment has taken place no later than on the last day for the fulfillment of obligations. The payment obligation shall be fulfilled at the moment when the payment amount is transferred into the Lender's account.

8.4. The Agreement in event of any circumstances specified in Clause 10.2. of the General Terms and Conditions shall be deemed as terminated on the day when the Lender has sent to the Borrower a notice on the termination of the Agreement.

9. Liability

9.1. The Lender for the delay in making the payments until the fulfillment of obligations or termination of the Agreement may apply to the Borrower a Contractual Penalty of 0.5% (zero point five per cent) from the outstanding principal amount of the Loan and Interest for each day of delay, but not exceeding 10% (ten per cent) from the Loan, and the Legal Interest after the termination of the Agreement.

9.2. The Lender may apply the Contractual Penalty of 5% (five per cent) from the Loan amount to the Borrower for the violation of Clauses 6.1., 6.3., 6.4. or 7.1. of the General Terms and Conditions.

9.3. The payment of the Contractual Penalty specified in the Agreement will not release the Borrower from the fulfillment of the obligations specified in the Agreement.

10. Validity period of the Agreement and early termination

10.1. The Agreement shall come in force from the moment of its signing and is concluded for the term of the Loan specified in the Basic Terms and Conditions.

10.2. The Lender may unilaterally terminate the Agreement by informing the Borrower in writing in the following events:

10.2.1. the Borrower misses the deadlines for the payment of the principal amount of the Loan or Interest specified in the Schedule by more than 60 (sixty) days;

10.2.2. the Borrower more than 3 (three) times per annum misses the deadlines for the payment of the principal amount of the Loan or Interest specified in the Schedule, each time in excess of 30 (thirty) days;

10.2.3. a debt recovery procedure is initiated against the Collateral in favor of a third party pursuant to an effective court decision;

10.2.4. a recovery procedure is initiated against the Guarantor in favor of a third party for the claims the total amount whereof exceeds 25% (twenty five per cent) of the Loan amount pursuant to an effective court decision.

10.3. If the Lender has unilaterally terminated the Agreement early, the Borrower has an obligation upon the first request of the Lender to make an early payment of all amounts due to the Lender pursuant to the Agreement, including the Contractual Penalties in the situations specified in the Agreement. The Lender shall issue an invoice to the Borrower for the outstanding amount, which the Borrower shall pay within 3 (three) business days from the date of its issue.

11. Other terms and conditions

11.1. The Lender within 3 (three) business days after the Borrower's request shall send free of charge to the e-mail address of the Borrower specified in the Agreement or Loan Request an account statement with the loan repayment table, wherein the explanation of the payments related to the Loan repayment is provided, showing the repayment of the total amount, Interest calculated based on the Interest rate, and any additional costs, if provided by the Agreement.

11.2. The Borrower may receive the following documents by appearing in the Customer Service Center and coordinating a mutually acceptable time for the meeting: (a) draft Agreement in writing, and (b) information on the results yielded by the use of the database/databases, if the refusal to issue the Loan is justified by the Lender with the information obtained therein.

11.3. If the Borrower requests the Lender to provide a written information on the history of the fulfillment of the Borrower's obligations to the Lender, the Lender shall prepare the requested written information in the period not exceeding 3 (three) business days, and the Lender may request from the Borrower any costs related to preparation and /or sending of the written information, but not exceeding EUR 30 (before VAT) for each such written information.

The Lender shall provide the information on the Contractual Payments made pursuant to the Agreement (statement of payments) in the period not exceeding 3 (three) business days without requesting the payment specified in this paragraph.

11.4. If the representation of the numbers in words in the text of the Agreement differs from the representation in numbers, the representation of the numbers in words shall prevail. If the Basic Terms and Conditions contradict with the General Terms and Conditions, the Basic Terms and Conditions shall prevail.

11.5. Monitoring authority: Consumer Rights Protection Center, Brivibas Street 55, Riga, LV-1010.

11.6. All notices of the Parties shall be prepared in writing in Latvian and sent to other Party by mail, fax or e-mail to the address and/or e-mail address or fax number of the Borrower specified in the Agreement or Loan Request. Correspondence sent by mail shall be deemed received on the 5th (fifth) calendar day following the date indicated on the stamp by the postal service provider of Latvia on the acceptance of a registered letter.

11.7. The Lender is entitled to process the Borrower's personal data (registered in the Data State Inspectorate), as well as to hand over to and receive the Borrower's personal data and other information from third parties, databases, registries (such as the Population Register, State Social Insurance Agency, Land Registers, etc.) and to process it, the purpose whereof is the recording of clients and offering, provision and maintenance of the services. The Borrower agrees to data processing and receipt and sending of the Borrower's data to providers of the debt collection services, including, but not limited to SIA Creditreform Latvija, unified registration number 40003255604, Lindorff Oy Latvian branch, unified registration number 40003514990, SIA Paus Konsults, unified registration number 40003352670, SIA Julianus Inkasso Latvia, unified registration number 40003717522, UAB Gelvora branch in Latvia, unified registration number 40103208983, SIA Sergel, unified registration number 40103183181, and SIA Konsultatīvā sabiedrība Conventus, unified registration number 40003428538, SIA Creditinfo Latvia, unified registration number 40103239517, not only in respect of the properly, but also on inadequately fulfilled obligations of the Borrower. The Lender is entitled to provide the information on the Borrower to Affiliates and personal data operators registered in the Data State Inspectorate of personal data processing systems, the supervisor whereof is the Lender, insofar as such information is necessary for the performance of functions delegated to them.

11.8. The Borrower agrees that the Lender uses the Borrower's e-mail address and/or phone number specified in the Agreement for sending of commercial materials on the products offered by the Lender or Affiliates or their organized campaigns.

11.9. The Lender is authorized to call and send text messages (SMS) to the telephone number having the connection of a mobile communications operator as indicated by the Borrower, to send e-mails to the e-mail address indicated by the Borrower, as well as to dispatch mail to the Borrower's mailing address to reach the Borrower.

11.10. The Borrower agrees to the Lenders rights to transfer (assign) the claims arising from the Agreement or a part thereof to unlimited number of third parties. The Borrower will not object that the Lender in such situation releases to third parties all information arising from the Agreement. The Borrower agrees and understands that the Lender does not have the obligation to inform the Borrower on the assignment of the Lender's claims arising from the Agreement to third parties.

11.11. The Borrower agrees that by assigning the claims arising from the Agreement or a part thereof to third parties, such third parties (assignors) may further assign the assigned claims or a part thereof to an unlimited number of the third parties. Third parties (assignors) in this case have the same rights to disclose to the third parties the information arising from the Agreement, as well as the information on the Borrower and the Collateral as specified for the Lender pursuant to the Agreement, and do not have an obligation to inform the Borrower of such assignment.

11.12. The Borrower agrees that in event of assignment of the claims arising from the Agreement, the Lender may, but is not obligated to continue to service the Contractual Payments and Collateral arising from the Agreement in favor of the new creditors, acting as the agent (proxy holder) of the creditors pursuant to the information specified in Section 18 of the Civil Law. If the Lender continues to service the Contractual Payments arising out of the Agreement, the Borrower shall continue to make the Contractual Payments to the Lender's account or any other account specified in the Lender's notice to the Borrower. Additionally, the Borrower agrees that the Lender is not obligated to inform the Borrower of the fact that the Lender continues to act as the agent (proxy holder) of the creditors. If the Lender assigns the claims arising from the Agreement to third parties, not continuing to service the Contractual Payments and Collateral arising from the Agreement,

the Borrower shall continue to make the Contractual Payments to the accounts of the new creditors specified in the Lender's notice to the Borrower.

11.13. The Borrower agrees that the Lender, by offering (advertising) to third parties a possibility to assign to them the claims arising from the Agreement, is entitled to publicly disclose to third parties, including place on the Website the following information related to the Borrower and Collateral: monthly net income, costs, credit history of the Borrower, the type, address, area, value and photo of the Collateral and other information related to the Borrower and Collateral. The Lender by publicly expressing (advertising) a possibility to assign the claims arising from the Agreement shall undertake not to disclose publicly the name, last name, personal ID No., phone number, e-mail address and image of the Borrower.

11.14. All amendments and supplements of the Agreement shall be valid only if they are prepared in writing and signed by the Parties, except for the amendments to the Interest rate pursuant to Clause 5.3. of the General Terms and Conditions, coming into force on the day specified in the Lender's notice.

11.15. The Borrower may not fully or partially transfer the rights and obligations specified in the Agreement, as well as the claims arising from the Agreement to third parties without a written consent of the Lender.

11.16. Disputes between the Parties in relation to the Agreement shall be resolved in the court institutions of the Republic of Latvia pursuant to the effective laws and regulations of the Republic of Latvia.

11.17. The Agreement is prepared and signed as the notary deed in 2 (two) counterparts, therefrom one counterpart is kept by the Lender and one- by the Borrower. Both counterparts of the Agreement have equal legal power. All costs for the preparation and conclusion of the Agreement as the notary deed at the office of notary public shall be paid by the Borrower.

**MORTGAGE LOAN CONTRACT NO. [Unique number of the contract]****Date:** [date of the contract's conclusion], **Place:** [place of the contract's conclusion]**SPECIAL PROVISIONS**

LENDER:	
Name:	UAB "Hipotekiniai kreditai" that manages the system hipocredit.lt
Code of legal person:	304374977
Registered address:	62, V. Putvinskio str., 44211 Kaunas
Bank account No:	LT327044060008110759, AB SEB bank
BORROWER:	
Name and surname or legal person's name:	Your name, surname or company's name
Code:	Your personal number or company's code
Mobile phone number:	Your mobile phone number
E-mail address:	Your e-mail address
Address:	Your address
Bank account No:	Your settlement account number

BY ENTERING INTO THIS CONTRACT, THE BORROWER REPRESENTS THAT:

1. The data and representations provided by the Borrower are true, accurate, and comprehensive;
2. The Borrower has read, thoroughly and diligently, the information available at <https://www.hipocredit.lt/> before the conclusion of this Contract;
3. The Borrower has read, thoroughly and diligently, the usage conditions of the system www.hipocredit.lt available at <https://www.hipocredit.lt/> before the conclusion of this Contract;
4. The Borrower has read, thoroughly and diligently, the provisions of the Contract, understood them and, by way of performing the actions set forth in this Contract, unambiguously represented that s/he accepted to the provisions of the Contract freely, had understood and shall implement his/her obligations;
5. The Borrower had a chance to seek advice from independent legal and financial advisors on the conclusion of the Contract under the provisions herein, and the decision to conclude the Contract has been taken rationally, deliberately and responsibly;
6. The Borrower is capable of assuming a certain financial liability as provided for in the Contract herein which the Borrower is able to settle along with his/her current financial liabilities;
7. The Borrower is worthy, and there are no other circumstances which could have an adverse effect on his/her worthiness;
8. At the entering into this Contract, the Borrower is a permanent resident in the Republic of Lithuania, has full legal capacity and is a suable natural person who, at the conclusion of this Contract, has not been intoxicated with alcohol, drugs or psychotropic substances;
9. The Borrower is a legal person, who was lawfully established in the Republic of Lithuania. The Borrower's representative entering into this Contract has a right to represent the Borrower, has full legal capacity and is a suable natural person who, at the conclusion of this Contract, has not been intoxicated with alcohol, drugs or psychotropic substances;
10. The liabilities assumed by the Borrower herein are not in breach of any rights and lawful interests of third parties, are not in conflict with the provisions of any legal regulation, transaction, which the Borrower is a party to, any decision of a court, arbitration or other competent body applicable in respect of the Borrower, and this contract has been concluded with the consent of a spouse or with other consents and permissions as required by other legal regulations.

LOAN:	
Total loan's amount:	Total loan's amount, EUR
Annual interest rate of the loan:	Your annual interest rate of the loan, %
Duration of Mortgage Loan Contract in days	Duration of your loan contract
Repayment deadline:	Repayment deadline

Onetime lending fee:	Onetime lending fee
Default interest:	0,1% per day from overdue amount.

REPAYMENT SCHEDULE:

ATTENTION! You have a right to repay whole or part of the loan at any time and thus to save expenses on interest for the remaining term.

Under this Mortgage Loan Contract No [Unique number of the contract], the Borrower shall repay the loan no later than on the date specified in the Repayment Schedule herein by repaying a respective proportion of the loan and the interest to the Lender:

No.	Date	Amount repaid	Interest paid	Total instalment
1	Payment date	Amount repaid	Interest paid	Total instalment
2	Payment date	Amount repaid	Interest paid	Total instalment
3	Payment date	Amount repaid	Interest paid	Total instalment
4	Payment date	Amount repaid	Interest paid	Total instalment
5	Payment date	Amount repaid	Interest paid	Total instalment
6	Payment date	Amount repaid	Interest paid	Total instalment
7	Payment date	Amount repaid	Interest paid	Total instalment
8	Payment date	Amount repaid	Interest paid	Total instalment
9	Payment date	Amount repaid	Interest paid	Total instalment
10	Payment date	Amount repaid	Interest paid	Total instalment
11	Payment date	Amount repaid	Interest paid	Total instalment
12	Payment date	Amount repaid	Interest paid	Total instalment
Total:		Amount repaid	Interest paid	Total instalment

Note: this Repayment Schedule applies, provided all instalments are to be paid on time. In case of any delays in repaying any instalment or a proportion thereof, the Lender shall have the right to alter the Repayment Schedule unilaterally and, in the cases provided for in the contract, claim for an early repayment of the loan in full.

REAL ESTATE MORTGAGED TO SECURE THE LOAN

Mortgaged object of real estate No. 1

Type of property:	
Unique No.:	
Address:	
Property's value:	

Mortgaged object of real estate No. 2

Type of property:	
Unique No.:	
Address:	
Property's value:	

Mortgaged object of real estate No. ****

Type of property:	
Unique No.:	
Address:	
Property's value:	

GENERAL PROVISIONS**1. Object of the Contract**

1.1. The parties of the present Mortgage Loan Contract – Lender and Borrower indicated in the Special Provisions– agree about the terms and conditions of maximal mortgage loan.

1.2. The present Mortgage Loan Contract consists of the Special and General Provisions, as amended or supplemented.

1.3. The Lender shall regard the Borrower's representations listed in the Special Provisions of the Contract as material condition of the present Contract. The Lender shall consider the Contract violated essentially if any of the aforementioned representations is false or untruthful.

1.4. All the issues not discussed herein shall be settled following the legal acts of the Republic of Lithuania, rules on usage of the system www.hipocredit.lt posted on <https://www.hipocredit.lt/> (hereinafter – **Rules**), other instructions available on website <https://www.hipocredit.lt/> and/or explanations and general practice of mortgage loans.

2. Terms and conditions of loan's payment

2.1. The loan's amount and its repayment conditions are defined in the Special Provisions of this Contract.

2.2. The Lender shall transfer the loan to the Borrower's bank account in 2 (two) work days after the Borrower has performed all of the following actions:

2.2.1. The Borrower mortgages the real estate described in the Special provisions to the Lender according to the legal acts and registers the mortgage in the Mortgage Register;

2.2.2. The Borrower submits insurance policy to the Lender in compliance with the clause 6 herein or its certified copy and the payment document that would confirm payment of full insurance premium.

2.3. The Borrower shall pay the commission and other fees (if present) to the credit institution for recording of loan amount into the bank account of the Borrower.

2.4. If the loan (its part) is granted to the Borrower for the purpose to acquire the mortgaged real estate as the Borrower's property specified in the Special Provisions and to pay to the seller of acquired and mortgaged real estate (following the Borrower's application), the Borrower may instruct to pay the loan (its part) directly to the bank account of the seller of mortgaged real estate or the third person indicated by that seller in the sale-purchase contract and the amount would be used to pay for the purchased real estate. The loan is paid according to the terms of this paragraph only after the Borrower has met all the conditions of loan payment defined in the paragraph 2.1 of General Provisions and/or other conditions specified in the general provisions, and has submitted the documents listed below to the Lender:

2.4.1. Copy of the notarized sale-purchase contract of real estate, where it should be indicated clearly what part of the price the Borrower covers from own (not borrowed) funds and what part of the price of real estate is paid from the loan, the particulars of the Borrower's bank account and payment purpose that has to be indicated when the price of the purchased real estate is covered from the loan;

2.4.2. Copies of the certificates or extracts issued by the State Enterprise Centre of Registers, which would confirm that the Borrower's title to the real estate is free from any liens;

2.4.3. The documents, which would confirm that the difference between the price of real estate indicated in the sale-purchase contract of real estate and loan's amount meant and payable for acquisition of real estate according to the present Contract, has been paid in full to the seller of real estate from own (borrowed) funds of the Borrower.

2.5. The Borrower confirms that s/he knows and understands that the real estate specified in the paragraph 2.2.1 of the Special Provisions hereof may be mortgaged to the Lender by conditional maximal mortgage contract, on the ground of which the mortgage would come into effect upon implementation of the condition specified in the mortgage contract, i.e. upon payment of loan's funds to the Borrower (third person indicated by the Borrower in the cases described in the paragraph 2.4). When the condition of the mortgage contract is implemented and loan is paid, the Lender reserves the right to notify the notary about proper implementation of the condition and to submit the application to make the fact of the condition's implementation public in the Mortgage Register. The Lender's expenses incurred

because of submission of the aforementioned notification related to making the fact of the mortgage's effect public shall be reimbursed by the Borrower. Such expenses shall be added to the invoice of the month of the notary's notification for repaid loan and paid interest that is sent to the Borrower and that has to be paid in accordance with the clause 3 of General Provisions.

3. Loan's repayment terms and conditions

3.1. The Borrower shall repay the loan's amount and pay the interest strictly in line with the Repayment Schedule set forth in the Special Provisions following the instructions provided in the invoices issued by the Lender.

3.2. The invoice shall be issued and submitted by sending it to the e-mail address of the Borrower registered in the database of the Lender before the deadline of the payment set forth in the Repayment Schedule.

3.3. The Borrower is entitled to repay the loan before the deadline. The Borrower's liability shall be settled following the procedures laid down in paragraph 3.5 of this Contract by repaying the loan's amount and the interest as estimated in accordance with the procedures provided for in paragraph 4.3 of this Contract, without any prior notice.

3.4. The Borrower's right set forth in paragraph 3.3 of this Contract shall be implemented using the methods set in the paragraph 8.6 hereof by making a written application to the Lender, showing the number of the Contract, the date set forth in the Special Provisions of the Contract as well as the date when the loan and interest were repaid in full. The Lender represents that it shall not claim any compensation for early repayment from the Borrower.

3.5. The Borrower's liability shall be deemed to be settled upon recording the amount paid to any of the Lender's bank accounts. The Borrower must clearly state the purpose of the payment in the purpose field of the payment order (personal (legal person) code, purpose of payment, number of Mortgage Loan Contract or number of the invoice issued by the Lender). If the purpose of the payments has not been stated or is unclear, the Lender shall the payment taking into consideration the amount paid, the payment time and other circumstances which allow determining the Borrower's will.

3.6. All payments by the Borrower shall be made in euros and recorded in the following order: (i) costs of recovering overdue payments, (ii) expenses specified in the paragraph 2.5 of General Provisions, (iii) interest, and (iv) outstanding loan's amount. In case of a forced debt recovery, the costs of recovering overdue instalments shall be recorded after the interest and the loan's amount specified in the paragraph 2.5 of General Provisions had been repaid in full.

3.7. In the event the Borrower in total repays a larger amount than the aggregate amount of all amounts required to be paid under the provisions of this Contract, the overpayment shall be returned, upon a Borrower's request, to the bank account stated in the Borrower's application or used in another manner as instructed by the Borrower. A notice on the set off shall be provided separately or by making a note on the set off on the Lender's account following the procedures set forth in paragraph 3.2 of this Contract.

3.8. Until a Borrower's application is received or the set off under paragraph 3.7 of this Contract is done, the Borrower's overpayments shall be kept in the Lender's account. The Borrower shall pay a daily fee of EUR 0.1 to the Lender for managing and keeping the overpayment, which shall be deducted, without giving a separate notice, from the Borrower's overpayment; however, such fee shall in no case exceed the amount of the overpayment.

3.9. The Lender's expenses incurred as a result of the fees charged by the credit institutions when performing the Borrower's instructions on paying the overpayment back shall be covered by deducting them from the overpayment. In the event the overpayment is less than the fees charged by a certain institution, the Lender shall have the right to demand payment of such expenses upfront.

3.10. If the loan's term desired by the Borrower exceeds 5 (five) year, upon expiry of the present Mortgage Loan Contract the Borrower is entitled to apply for renewal of loan contract/loan term under the same conditions. The parties shall sign the new loan contract under the same conditions, provided the Borrower makes the payments and implements other liabilities specified herein in accordance with the Repayment Schedule and/or other conditions.

4. Interest rate

4.1. For using the loan, the Borrower shall pay fixed interest, the percentage of which has been provided for in the Special Provisions of this Contract.

4.2. The interest shall be calculated based on the information on the loan's amount desirable by the Borrower as stated by the Borrower in his/her application and carried over to the Special Provisions of the Contract, on the loan's repayment term and Repayment Schedule.

4.3. The interest shall be calculated in line with the Repayment Schedule set out in the Special Provisions of this Contract by monthly instalments from the day when mortgage loan contract is signed (inclusive) until the full loan is repaid to the Lender.

4.4. The Lender's expenses incurred as a result of protection, safeguarding and/or enforcement of its violated rights under this Contract (including without limitation expenses associated with sending reminder text messages and letters to the Borrower, third party services as well as litigation and recovery costs), which have not been known to the Lender at the outset, shall be compensated for in accordance with the procedures set forth in the legal acts of the Republic of Lithuania.

5. Borrower's obligations and representations:

5.1. The Borrower undertakes:

5.1.1. during the validity period of the Contract not to lease, sell or otherwise transfer the mortgaged real property or otherwise encumber its title (right to manage, right to use and right to dispose) without written permission of the Lender;

5.1.2. to ensure that the real estate mortgaged to the Lender would be insured under the conditions specified herein and that the insurance protection would be valid;

5.1.3. to ensure continuous validity of the real estate's insurance in accordance with the present Contract. If the loan's period exceeds the duration of insurance policy, the Borrower undertakes to renew it at least 7 days before expiry of certain insurance period and to submit the payment order's copy by e-mail: info@hipocredit.lt. If the Borrower does not pay and/or does not submit the copy of payment order of insurance premium, 5% fee from the loan's amount shall be charged. It shall be added to the monthly fee. The paid fee shall not be repaid to the Borrower in any case.

5.1.4. to pay the onetime lending fee specified in the Special Provisions or to pay the fees of the notary, appraisal of real estate or register of real estate at own choice by deducting these amounts from the Contract's administration fee that is paid to the Lender by making certain deductions from the loan's amount payable to the Borrower;

5.1.5. to inform the Lender about encountered financial difficulties and to implement the Contract properly and fairly in cooperation with the Lender;

5.1.6. to ensure proper and timely payment of all the fees and charges related to the mortgaged real estate (fee of real estate, utilities, etc.);

5.1.7. to ensure good condition of the mortgaged real property in compliance with legal acts and to prevent worsening of the real estate's condition not related to its natural wear;

5.1.8. upon written request of the Lender, to allow him/her inspecting the real estate.

5.2. The Borrower represents that:

5.2.1. s/he has familiarized with General and Special Provisions of this Contract before signing it and has understood them;

5.2.2. all the conditions of the Contract have been explained before signing the Contract;

5.2.3. s/he agrees with all the provisions of the Contract, which express the real will of the Borrower;

5.2.4. s/he understands that if the Contract is terminated, the debt shall be recovered from the real estate mortgaged to the Lender regardless to the status of real estate mortgaged to the Lender and interests of minor children and other dependants living in the property.

5.3. The Borrower agrees and does not object to the transfer of all or part of the requirements arising from this Contract or its part to unlimited number of third persons by the Lender. In such a case the Lender is entitled to disclose information received in the course of implementation of the present Contract to the third persons, unless this Contract expressly states otherwise. The Borrower understands and agrees that the Lender does not have to inform the Borrower about transfer of the demand arising from this Contract to the third person.

5.4. The Borrower agrees that when the right of demand arising from this Contract or its part is transferred to the third persons, the third persons are also entitled to transfer the acquired right of demand to unlimited number of other third persons, without separate consent of the Borrower. In such a case the third person (successor) shall have the same right to disclose the information received in the course of implementation of the present Contract to the third persons, including information about the Borrower, as specified herein. The Borrower does not need to be informed about such a cession.

5.5. The Borrower agrees that when the right of demand arising from this Contract is ceased, the Lender has a right, but not a duty to continue acting in accordance with the present Contract as the assignee of the person, who has acquired the right of demand (authorized person) and who administers collection of payments according to the Contract. If the Lender continues acting as the assignee of the person, who has acquired the right of demand, for administration of collection of payments according to the Contract, the Borrower shall continue making payments to the Lender's account or other account indicated by the Lender specified in the Lender's notice. Besides, the Borrower agrees that the Lender does not have to inform the Borrower that the Lender continues acting as the assignee of the person, who has acquired the right of demand. If the Lender transfers the rights of demand arising from this Contract to the third persons, the Borrower shall make the remaining payments according to the Contract to the account of new creditor provided in the Lender's notice.

5.6. The Borrower agrees that the Lender has a right to disclose publicly the following data (including posting of such data on the main website) while offering (advertising) the possibility to the third persons to acquire the right of demand arising from the present Contract or its part: the Borrower's monthly income (after taxes), expenses, credit history, age, and other Borrower-related information. The Lender undertakes not to disclose the name, surname, personal number, phone number, e-mail address or photo of the Borrower while offering (advertising) the possibility to the third persons to acquire the right of demand arising from the present Contract.

6. Insurance of mortgaged real estate

6.1. The real estate mortgaged to the Lender (save for land lots) has to be insured for behalf of the Lender until the implementation of contractual obligations. The insurance contract regarding real estate mortgaged to the Lender has to satisfy the following conditions:

6.1.1. the insurance amount of the property specified in the insurance contract cannot be smaller than the property's reconstructive value;

6.1.2. the property has to be insured against destruction or damage by flame caused by fire, lightning, explosion, water impact (failure of water-supply, heating system, sewerage, etc.), illegal activity of the third persons (arson, explosion, etc.), natural disasters (flood, storm, torrents, hail, abundant snow, soil's sedimentation, etc.);

6.1.3. it has to be indicated in the insurance contract that Lender is a beneficiary;

6.1.4. the conditions of insurance contract may be amended only upon receipt of advance written consent of the Lender;

6.1.5. the insurance has to be valid uninterruptedly during the entire loan term indicated in the Special Provisions, until the entire loan (plus calculated interest and default interest) is repaid in full.

6.2. When the Borrower repays the entire credit and pays all the amounts due according to the present Contract, the Lender undertakes to consent to change the beneficiary indicated in the insurance contract of real estate or to terminate the insurance contract

7. Lender's right to withdraw from the Contract and conditions of liability

7.1. The Lender shall have the right to terminate the Contract unilaterally in extrajudicial procedure by notifying the Borrower 5 (five) work days in advance and to demand payment of the loan's amount or its part, as well as the interest and forfeit if one of the events listed below happens:

7.1.1. the Borrower fails to perform the monetary contractual obligations for more than 60 (sixty) days to the Lender;

7.1.2. the Borrower has been late more than 3 (three) times a year to implement the monetary obligations undertaken hereby and each delay has lasted for more than 30 (thirty) days;

7.1.3. the Borrower does not implement the obligation to insure the mortgaged real estate for behalf of the Lender;

7.1.4. the circumstances are learnt during the validity period of the Contract, which could cause real hazard to the Borrower's financial situation and possibilities to repay the loan or its part on time and/or implement other monetary obligations undertaken hereby;

7.1.5. the Borrower has submitted false information to the Lender about his/her financial situation and/or any representation of the Borrower turns to be false;

7.1.6. the Borrower cannot or acknowledges as being incapable to pay his/her debts on time, suspends any payment of debts or starts negotiations with one or several creditors because of factual or probable financial difficulties in order to extend deadline of certain debt;

7.1.7. in other cases provided in laws.

7.2. In the event the Borrower missed the loan and/or interest payment term, the interest referred to in paragraph 4.1 shall be continued to be calculated on the overdue of the total loan's amount for the entire period of the delay and the Borrower must pay default interest amounting to 0,1% from the total amount overdue for each overdue

day. No other forfeit or charges for non-implementation of financial obligations shall be applied on the Borrower.

7.3. The Borrower shall not be held liable for breach of its undertakings herein in full or in part and shall not be held liable for damages, provided these have been caused as a result of *force majeure* circumstances, including actions of third parties, malfunctions of network communication, electronic data exchange and payment systems, including internet banking, which occurred through no fault of the Lender, and the third parties, whose actions caused the violation, are not related to the Lender and the Lender could not foresee or control their actions.

8. Final provisions

8.1. The disputes between the Lender and the Borrower shall be resolved in courts in accordance with the laws of the Republic of Lithuania.

8.2. The Lender confirms that any information about the Borrower related to the Contract shall be confidential. The Lender shall monitor in a proper and diligent manner that the Borrower's confidential information is not transferred to third parties. The Borrower shall use safe electronic communication and data transmission devices and equipment only.

8.3. The Contract will come in force when it is signed and shall remain valid until all the liabilities under this Contract are settled in full.

8.4. The Lender has a right to use the third persons at its own discretion to implement this Contract, all or part of the functions, rights and obligations undertaken hereby, who are entitled to administer the payments of the Lender and the Borrower for the purpose of the Contract's implementation, including collection and payment of funds from the deposit account managed according to the statutory provisions applicable for trust; to collect, process and/or use the personal data of the Borrower as described herein, and/or to perform any other actions or functions assigned to the third persons by the Lender's decision.

8.5. The parties undertake to answer all the questions expeditiously (not later than in 5 days), comprehensively and accurately.

8.6. All the Borrower's notices and applications related to the present Contract's implementation shall be delivered by registered mail or e-mail address indicated in the Special Provisions. The Lender shall deliver all the notices and requests to the Borrower sending them by e-mail or registered mail and/or submitting the notice to individual account of the Borrower.

8.7. The Borrower cannot assign his/her contractual obligations without having advance consent of the Lender. The Lender is entitled to transfer its contractual rights and duties without the Borrower's consent.

8.8. The Contract is made in 2 (two) copies, one to the Lender and one to the Borrower.