nectaro.

Effective from 03.11.2026

Nectaro Financial Services Terms and Conditions

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1. Definitions and Interpretation

1.1. Definitions:

Agreement	these terms and conditions regarding services, including investment and ancillary services provided by Nectaro through the Platform, and use of the Platform
Auto Invest	functionality of the Platform that allows the Investor to automate the investments in the Notes according to the investment criteria selected by the Investor
Bank of Latvia	the Bank of Latvia (Latvijas Banka) (Reg. No. 90000158236), which supervises Nectaro as an investment brokerage firm in accordance with the Investment Brokerage Firms Law and other applicable regulations
Borrower	individual or legal entity under the Loan Agreement as defined in the relevant Prospectus. The term Borrower in the context of this Agreement might also be applicable to a Loan Originator that receives financing from another legal entity (the sponsor) in case of indirect structure for the issuance of Notes
Business Day	any day other than Saturday, Sunday and public holidays in the Republic of Latvia
Cash Account	the account at Nectaro in which the Investor's funds held for investing and performing transactions on the Platform are recorded within the relevant Investment Account. The Standard Account and the iPayTax Account each have their own Cash Account
Eligible Counterparty	an 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 that meets the criteria as an eligible counterparty as set out in the applicable regulation
Fee	any fee indicated on the Price List to be paid by the Investor for services on the Platform, including executing Investment Orders and processing Claims
Final Terms	document constituting the final terms of a series of Notes within the meaning of Regulation (EU) 2017/1129 of the European Parliament and of the Council

Financial Instruments Account	the account at Nectaro in which the Notes owned by the Investor are recorded within the relevant Investment Account. The Standard Account and the iPayTax Account each have their own Financial Instruments Account
Investment Accounts	the Investor's Standard Account and, if opened, the iPayTax Account, whether collectively or individually. Each Investment Account consists of a Cash Account and a Financial Instruments Account. The Investment Accounts are not a separate type of account in addition to the Standard Account and the iPayTax Account
Investment Order	the application on the Platform for purchase of any Note for a specified amount of money, Auto Invest activation, modification, suspension or cancellation, or any other transaction under this Agreement
Investor	person registered and accepted as investor by Nectaro on the Platform
Investor's Platform-ID	the personalised number assigned to the Investor on the Platform and used by Nectaro to identify the Investor
Investor's Payment Account	the account in the name of the Investor with a credit institution (bank), payment institution or electronic money institution, which is subject to the provisions of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia or the requirements arising from the European Union laws concerning the prevention of money laundering and terrorism financing
Investor's Profile	the Investor's personal site on the Platform where the Investor's Investment Accounts are available to the Investor
iPayTax Account (investment account)	an Investment Account with a separate account number which an Investor who is an individual and a tax resident of the Republic of Latvia may optionally open in addition to the Standard Account, and which Nectaro maintains as an investment account within the meaning of Section 11.13 of the Law of the Republic of Latvia "On Personal Income Tax" in accordance with Section 3 and the iPayTax Account Terms
Issuer	a special purpose entity whose principal purpose is the issue of Notes. Detailed information on the Issuer of the respective Notes may be found within the relevant Prospectus

Loan	the principal amount outstanding under the Loan Agreement
Loan Agreement	each loan or other financing agreement concluded between a legal entity as a lender and the Loan Originator as a borrower (in case of indirect structure for the issuance of Notes) or the Loan Originator as a lender and the Borrower as an ultimate borrower (in case of direct structure for the issuance of Notes)
Loan Originator	legal entity that 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 Loan Originator in the context of this Agreement might also be applicable to the legal entity that issues a Loan to the Loan Originator
Minimum Subscription Amount	minimum transaction amounts and/or thresholds specified in the Prospectus for the corresponding Notes
Nectaro	SIA Nectaro, incorporated as a limited liability company and registered on 30 August 2016 in the Republic of Latvia under registration number 40203016025, an investment brokerage firm licensed by the Bank of Latvia, which provides investment and ancillary services to Investors through the Platform
Nectaro Accounts	bank accounts in the name of Nectaro with credit institutions as indicated on the Platform, to which the Investor transfers funds to be credited to the Cash Account of the Standard Account
Notes	whole or part of debt financial instruments which are issued by the Issuer in different series, with each series being backed by and linked to the underlying loans with similar properties to form a set of securities
Notes Price	the purchase price for the Note, consisting of the outstanding principal amount, and any discount or premium
Set of promissory Notes	several Notes combined together to form a package, which is available to the Investor
Party	Nectaro or the Investor

Platform	the sites created and owned by Nectaro, which are combined under the domain name www.nectaro.eu, and which allow its users to use various interactive services offered by Nectaro, operating within the scope of this site
Price List	the price list of services on the Platform as amended from time to time
Privacy Policy	the privacy policy of Nectaro available on the Platform as amended from time to time
Professional Client	a person categorised as a professional client as set out in the applicable regulation
Prospectus	the prospectus for any Note which has been prepared and published in accordance with the applicable regulation
Registration Application	the application completed on the Platform by a person for identification, due diligence and other purposes in order to register as an Investor on the Platform and to open the Standard Account
Retail Client	a person who is not categorised as a Professional Client or an Eligible Counterparty as set out in the applicable regulation
Sanctions	any trade, economic or financial sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Security Council of the United Nations, the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC), the U.S. Department of State or the U.S. Department of Commerce's Bureau of Industry and Security (BIS), the European Union, the Republic of Latvia or the bodies, official institutions or agencies of the entities listed above, or any other relevant competent authority
Standard Account	the Investment Account that is opened for the Investor when the Agreement takes effect and that is not an iPayTax Account. The Standard Account is not maintained as an investment account within the meaning of Section 11.13 of the Law of the Republic of Latvia "On Personal Income Tax"; Nectaro withholds tax from interest payments credited to it in accordance with the applicable regulations
Transaction Confirmation	the document confirming the execution of the relevant Investment Order for purchase (or sale) of the Note

Two Factor Authentication	the mandatory strong authentication method for accessing the Investor's Profile and, where required, for authorising transactions, which uses at least two mutually independent factors from the categories of knowledge, possession and inherence, in accordance with the procedure specified on the Platform
Verification Technology	the third party identification and identification document verification service provider used by Nectaro

1.2 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

1.3 A reference to a particular regulation is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to a time of day is a reference to Riga time, i.e. Eastern European Time (GMT+2) or, during daylight saving time, Eastern European Summer Time (GMT+3).

1.5 A reference to Nectaro, the Investor, the Loan Originator, the Borrower or any other person includes their respective successors in title, permitted assigns and permitted transferees.

1.6 A person includes any individual, legal entity or legal arrangement, government, state or agency of a state, or any association or other entity (whether or not having separate legal personality).

1.7 The use of terms such as "including", "include", "in particular", "for example" or similar expressions should be interpreted as providing examples or illustrations without limiting the meaning of the preceding words, descriptions, definitions, phrases or terms.

1.8 Unless the context clearly indicates otherwise, words in the singular include the plural and words in the plural include the singular.

1.9 The headings in this Agreement, as well as the division of this Agreement into sections, are for convenience only and do not affect the interpretation of this Agreement.

2. Registration on the Platform

2.1. By completing and submitting the Registration Application and confirming acceptance of this Agreement on the Platform, the Investor makes an offer to Nectaro to conclude the Agreement. The submission of the Registration Application does not in itself constitute the conclusion of the Agreement.

2.2. The Agreement is concluded and takes effect at the moment when, following successful identification and due diligence of the Investor under Section 4, Nectaro approves the Registration Application and notifies the Investor of the activation of the Investor's Profile and the Standard Account.

2.3. Before the Agreement is concluded, Nectaro may decline the Registration Application without following the termination procedure set out in Section 20. Nectaro informs the applicant of the refusal and provides information to the extent permitted by the applicable regulations. In such case, the Agreement shall not be deemed concluded and shall not take effect.

2.4. By entering into the Agreement, the Investor is deemed to confirm that the Investor understands the English language and agrees to the provision of information and documents in the English language.

2.5. The Investor acknowledges and represents that at the moment of registration on the Platform and each day during the term of the Agreement:

2.5.1. all information provided by the Investor to the Verification Technology provider and to Nectaro in the Registration Application or otherwise is true, accurate, complete and not misleading;

2.5.2. if the Investor is an individual, the Investor is at least 18 years old;

2.5.3. the Investor has an Investor's Payment Account and has full authority to use any funds in the Investor's Payment Account;

2.5.4. the Investor is not subject to any insolvency, bankruptcy, liquidation, administration or similar proceedings in any jurisdiction;

2.5.5. the Investor, its representatives and beneficial owners are not subject to Sanctions;

2.5.6. funds in the Investor's Payment Account originate from legal sources;

2.5.7. the Investor has taken all necessary actions and has all requisite power and authority to enter into and perform the Agreement in accordance with its terms;

2.5.8. the Agreement constitutes valid, legally binding and enforceable obligations of the Investor in accordance with its terms;

2.5.9. the Investor is informed and understands that the place of provision of services under this Agreement by Nectaro is Latvia and that Nectaro may provide services on a cross-border basis in other European

Union (EU) and European Economic Area (EEA) member states if it has received the necessary permission of the competent supervisory authority of the respective EU/EEA member state;

2.5.10. the execution of the Agreement by the Investor and compliance with its terms will not breach or constitute a default under any agreement or instrument to which the Investor is a party or by which the Investor is bound, or under any order, judgment, decree or other restriction applicable to the Investor.

2.6. The Investor acknowledges and represents that at the time of submitting the Registration Application and entering into the Agreement, the Investor has full legal capacity and is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.

2.7. By completing the Registration Application, the Investor confirms having read and agrees to the following documents (as amended from time to time):

2.7.1. this Agreement;

2.7.2. the Price List;

2.7.3. information on Nectaro, its investment and ancillary services, order execution policy, conflicts of interest policy, complaints management policy and privacy policy;

2.7.4. information on costs and charges associated with the investment and ancillary services and other services offered on the Platform;

2.7.5. information on the features and risks of the Notes;

2.7.6. the Investor confirms having read and understood the content of these documents, and agrees to be bound by their provisions;

2.7.7. Nectaro will ensure that the above documents are available on the Platform.

2.8. Upon submission of the Registration Application, the Investor's Profile is created on the Platform and a unique identification number is assigned. Until the Agreement is concluded and takes effect in accordance with paragraph 2.2, the Profile is available only for completing the registration and identification process and does not entitle the Investor to carry out investment transactions.

2.9. Only registered Investors are entitled to receive the services listed on the Platform and the Investor's Profile may be used only by the Investor.

2.10. Only one Investor's Profile can be set up for one Investor. Within this Profile, the Investor may hold the Standard Account and one iPayTax Account, if opened in accordance with the iPayTax Account Terms.

2.11. If the Investor is a legal entity, Nectaro may limit the number of the Investor's representatives who are able to use the Platform. The Investor acknowledges and represents to Nectaro that:

2.11.1. each representative of the Investor has the requisite power and authority to bind the Investor in relation to the Agreement;

2.11.2. Nectaro will be promptly notified about any change or cancellation of the authorisation of any representative of the Investor;

2.11.3. Nectaro is not responsible for any loss or liability of the Investor resulting from any action or omission by any representative of the Investor.

2.12. Access to the Investor's Profile is provided only by using mandatory Two Factor Authentication. Access using only an email address and password is not provided. The Investor registers and maintains the authentication means required for access in accordance with the procedure specified on the Platform. The Investor may change the email address, password and other authentication means in compliance with the security procedures established on the Platform.

2.13. The Investor's password and other authentication data are confidential. The Investor must keep the authentication means secure and must not allow them to be used by third parties. Nectaro may require the password to have a minimum number of symbols, contain at least one capital and one lower case letter, and/or meet any other conditions.

2.14. If the Investor's password or other authentication data has become known, or may have become known, to a third party, or an authentication means has been lost or compromised, the Investor must immediately notify Nectaro.

2.15. Access to the Investor's Profile by the Investor will be blocked if:

2.15.1. Nectaro suspects that the Investor's Profile has been accessed by any person other than the Investor;

2.15.2. Nectaro suspects that the Investor's password or other authentication data has become known or may have become known to a third party;

2.15.3. Nectaro suspects that any illegal transaction has been or will be carried out;

2.15.4. Nectaro, at its sole discretion, considers it necessary in order to ensure the security and integrity of the services or the confidentiality of the Investor and/or other Nectaro clients, or to prevent losses that might be inflicted upon Nectaro or its clients.

2.16. If Nectaro has any reasons to suspect that the Investor is involved in money laundering, terrorism, terrorism or proliferation financing, Sanctions violation or any other crime, Nectaro is entitled:

2.16.1. not to register the Investor on the Platform;

2.16.2. not to accept funds from the Investor;

2.16.3. to block access to and/or close the Investor's Profile and/or the Investment Accounts.

3. iPayTax Account

3.1. An Investor who is an individual and a tax resident of the Republic of Latvia may, after the Agreement has taken effect, at any time request the opening of an iPayTax Account in the Investor's Profile by confirming acceptance of the iPayTax Account Terms. The iPayTax Account is opened after verification of the Investor's eligibility; the account shall be deemed opened once it is displayed in the Investor's Profile as an active iPayTax Account. The iPayTax Account is not offered to legal entities.

3.2. The opening, use or closure of an iPayTax Account does not replace, restrict or terminate the Investor's Standard Account, which remains open and fully operational. The Investor may hold and use the Standard Account and the iPayTax Account simultaneously. The funds, Notes and transactions of these accounts are recorded separately.

3.3. The iPayTax Account enables the Investor to apply the tax treatment provided for investment accounts in Section 11.13 of the Law of the Republic of Latvia "On Personal Income Tax", subject to compliance with the requirements of the applicable regulations. The iPayTax Account is not a separate investment service, ancillary service or financial instrument; Nectaro provides investment services in respect of the investments made through the iPayTax Account in accordance with this Agreement.

3.4. The Investor acknowledges that the opening of the iPayTax Account is voluntary.

3.5. The iPayTax Account is available only to Investors who are tax residents of the Republic of Latvia. The Investor shall notify Nectaro of any change of tax residency promptly, and in any case within the time limit set out in paragraph 7.1.4, and shall submit documents evidencing the change. Nectaro updates the Investor's tax residency data as part of customer due diligence and informs the Investor in writing of the consequences set out below. If the Investor ceases to be a tax resident of the Republic of Latvia:

3.5.1. Nectaro closes the Investor's iPayTax Account and transfers the Notes and funds held in it to the Investor's Standard Account;

3.5.2. starting from the day following the day on which the Investor has provided Nectaro with the information on the change of tax residency, Nectaro withholds personal income tax from interest payments at the rate applicable to the Investor's new tax residency, in the same way as for other Investors who are not tax residents of the Republic of Latvia, and declares and pays the withheld tax to the State Revenue Service;

3.5.3. the Investor cannot open a new iPayTax Account for as long as the Investor is not a tax resident of the Republic of Latvia;

3.5.4. the Investor's tax reporting obligations are thereafter determined in accordance with the laws of the Investor's new country of tax residence.

3.6. The iPayTax Account may only be used for manual investments. Auto Invest may be funded only from the Standard Account and may not be linked to or funded from the iPayTax Account. The procedure for the sale of Notes set out in Section 13 does not apply to Notes purchased with funds of the iPayTax Account; such Notes are held until their repayment or early redemption, and all payments related to them are credited to the iPayTax Account, except in the case referred to in paragraph 3.5.1.

3.7. The iPayTax Account may be funded only by transferring funds from the Investor's Standard Account through the "Transfer between accounts" functionality available on the Platform. Direct transfers from the Investor's Payment Account or any other external source to the iPayTax Account are not permitted. Funds may be transferred out of the iPayTax Account either to the Investor's Standard Account or directly to the Investor's Payment Account in accordance with paragraphs 6.8 and 6.9, subject to paragraph 3.11. Only funds in euro may be transferred to and from the iPayTax Account; Notes and other financial instruments may not be transferred to or from the iPayTax Account, except in the case referred to in paragraph 3.5.1.

3.8. Nectaro does not provide tax, legal or accounting advice. The Investor is responsible for determining the tax consequences arising from the use of the iPayTax Account and for complying with all applicable tax obligations, including filing tax returns and paying taxes. The Investor may register the iPayTax Account in the Electronic Declaration System of the State Revenue Service by indicating the iPayTax Account number, but is not obliged to do so: in any case, Nectaro registers with the State Revenue Service all iPayTax Accounts opened during a calendar year by 31 December of that year and provides the State Revenue Service with other information on the iPayTax Account as required by the regulations. The Investor's obligations regarding tax declaration and payment do not release Nectaro from its applicable tax withholding and reporting obligations.

3.9. Nectaro shall make available to the Investor an iPayTax Account statement at least once per calendar year and at any other time upon the Investor's request, containing the following information:

3.9.1. transfers made into the iPayTax Account during the relevant reporting period;

3.9.2. transfers made from the iPayTax Account during the relevant reporting period;

3.9.3. the taxable amount, if any, determined in connection with transfers or withdrawals from the iPayTax Account;

3.9.4. the total amount of funds paid into the iPayTax Account, increased by the previously determined taxable amounts, and the cash balance of the iPayTax Account at the end of the reporting period;

3.9.5. where such information is available to Nectaro, funds received as a result of transactions carried out through the iPayTax Account and taxes withheld therefrom; and

3.9.6. any other information required under applicable law.

3.10. Nectaro may suspend or terminate the iPayTax Account if:

3.10.1. it is required by applicable law or a decision of a competent authority;

3.10.2. the Investor requests the closure of the iPayTax Account in accordance with paragraph 3.14;

3.10.3. the Investor provides false, inaccurate or incomplete information in connection with the iPayTax Account;

3.10.4. the Investor uses the iPayTax Account in a manner inconsistent with this Agreement or the iPayTax Account Terms; or

3.10.5. the Agreement is terminated.

3.11. For the purposes of applying Section 11.13 of the Law of the Republic of Latvia "On Personal Income Tax", both a transfer of funds from the iPayTax Account to the Investor's Standard Account and a withdrawal of funds directly from the iPayTax Account to the Investor's Payment Account shall be treated as a payment out of the iPayTax Account. Where the cumulative amount of funds transferred or withdrawn from the iPayTax Account exceeds the cumulative amount of funds paid into the iPayTax Account, the excess may constitute taxable income in accordance with applicable law. When determining the excess, the previously determined taxable amounts are added to the cumulative amount of funds paid into the iPayTax Account, so that the same amount is not taxed twice. Before executing such a transfer or withdrawal, Nectaro shows the Investor the taxable amount, if any, and the transaction is executed only after the Investor has confirmed the amount shown.

3.12. Bonuses, rewards and other promotional payments shall not be credited to the iPayTax Account. Such payments shall be credited to the Investor's Standard Account net of any taxes required to be withheld by Nectaro in accordance with applicable law.

3.13. Nectaro does not withhold personal income tax from interest payments credited to the iPayTax Account; such payments are credited to the iPayTax Account in the gross amount, and the Investor declares the income and pays the tax independently in accordance with paragraphs 3.8 and 3.11.

3.14. The Investor may request the closure of the iPayTax Account at any time by sending a request from the email address registered on the Platform to support@nectaro.eu; self-service closure of the iPayTax Account is not available on the Platform. The iPayTax Account is closed only when its balance – the Notes portfolio and the cash balance – is EUR 0.00, except in the case referred to in paragraph 3.5.1. If the iPayTax Account holds Notes, the account cannot be closed until they have been repaid in full (principal and interest) to the iPayTax Account, redeemed early or written off. Thereafter, the Investor ensures a cash balance of EUR 0.00 in the iPayTax Account by transferring the funds to the Standard Account or paying them out to the Investor's Payment Account in accordance with paragraphs 3.7 and 3.11. Once the zero

balance has been confirmed, Nectaro closes the iPayTax Account, registers the closure and makes available on the Platform a closing statement of the iPayTax Account showing all payments in, payments out and determined taxable amounts during the existence of the iPayTax Account. The closure of the iPayTax Account does not affect the Standard Account and does not release the Investor from the obligation to declare the taxable amounts determined before the closure. After the closure, the Investor may open a new iPayTax Account in accordance with paragraphs 3.1 and 3.5; the cumulative amount of funds paid into the new iPayTax Account is counted from zero.

4. Identification and due diligence of the Investor

4.1. Nectaro will carry out due diligence of the Investor in line with the internal control system of Nectaro. The identification is done remotely by using the Verification Technology. In such case, Nectaro relies on the information provided by the Verification Technology and identifies the Investor by using the information received from the Verification Technology. The Investor will be required to submit a photo of the Investor's face and the Investor's identification documents to the Verification Technology. If the Investor is a legal entity, the Verification Technology may carry out similar checks on its representatives and beneficial owners.

4.2. The Investor might be asked to submit the following information to Nectaro as regards the identification of the Investor:

4.2.1. photo and video of the Investor's face;

4.2.2. full name and address of residence;

4.2.3. citizenship and/or country of birth;

4.2.4. country of tax residence and tax identification number;

4.2.5. source of funds and wealth;

4.2.6. purpose and nature of the business.

4.3. Nectaro is entitled to determine at its sole discretion the acceptability of the information submitted.

4.4. If the Investor is a legal entity, Nectaro may carry out similar checks on its representatives and beneficial owners.

4.5. Once the Investor has been identified, the Investor must complete Nectaro's anti-money laundering questionnaire in order for Nectaro to conduct due diligence on the Investor.

4.6. Nectaro is entitled to do the following at any time and at its sole discretion:

4.6.1. request additional information concerning the Investor for due diligence purposes;

4.6.2. introduce new requirements or modify the Investor identification and/or due diligence process;

4.6.3. access private and/or public information databases without obtaining prior authorisation from the Investor or any other person;

4.6.4. require the Investor to update the information provided from time to time.

4.7. The Investor's Profile and the Standard Account are activated after successful completion of the Investor's identification and due diligence and approval of the Registration Application in accordance with paragraph 2.2. Nectaro notifies the Investor of the activation.

4.8. Any Investment Order submitted or any other transaction authorised by the Investor on the Platform after accessing it by using the mandatory Two Factor Authentication is binding on the Investor. Nectaro may require additional authorisation measures for certain types of transactions. Authentication data in itself does not exclude the possibility of disputing the authorisation of a transaction.

4.9. Nectaro may, at its sole discretion, not carry out any Investment Order or any other transaction, if:

4.9.1. the Investor fails to comply with the Agreement;

4.9.2. access to the Investor's Profile has been blocked for the reasons referred to in paragraph 2.15 and/or Nectaro has suspicions regarding the true identity of the Investor;

4.9.3. the Investor's instruction is unclear;

4.9.4. it is required by any applicable regulation.

5. Investor Categorisation

5.1. Nectaro will assess the Investor to determine whether any particular service or product is appropriate or suitable for the Investor. Nectaro determines at its sole discretion the method and frequency of categorisation of the Investor. The Investor is required to provide the information necessary for the assessment.

5.2. Before any Investment Order can be submitted by the Investor, Nectaro will categorise the Investor as a Retail Client, a Professional Client or an Eligible Counterparty. The Investor's category will be displayed in the Investor's Profile and communicated to the Investor in writing.

5.3. Depending on the assigned category, Nectaro will apply different investor protection measures to the Investor in compliance with the applicable regulation. The category will be applied to the investment and ancillary services provided to the Investor by Nectaro unless otherwise notified to the Investor.

5.4. Following a written request by the Investor, Nectaro may change the category of the Investor from Retail Client to Professional Client for all or any service or transaction, by an agreement in writing between the Investor and Nectaro, provided that:

5.4.1. the Investor meets at least two of the following criteria:

5.4.1.1. the Investor has carried out transactions of significant size on the Platform or the relevant market at an average frequency of 10 per quarter over the previous four quarters;

5.4.1.2. the size of the Investor's financial instrument portfolio, defined as including cash deposits and financial instruments, exceeds EUR 500,000;

5.4.1.3. the Investor works or has worked in the financial sector for at least one year in a professional position which requires knowledge of the transactions or services envisaged.

5.5. Before changing the category in accordance with paragraph 5.4, Nectaro evaluates the competence, experience and knowledge of the Investor to obtain reasonable assurance that, in the light of the nature of the transactions or services envisaged, the Investor is capable of making investment decisions independently and understands the risks involved.

5.6. If the Investor does not meet at least two of the criteria laid down in paragraph 5.4.1, Nectaro has the right to refuse to change the Investor's category.

5.7. If the change in category results in the Investor losing certain investor protection rights, Nectaro shall, prior to changing the Investor's category from Retail Client to Professional Client, warn the Investor in writing of the investor protection rights that may be lost as a Professional Client. The Investor shall be obliged to sign an acknowledgement that it has received such warning and understands the consequences of the loss of such rights. The granting of Professional Client status shall be agreed in writing.

5.8. Without prejudice to paragraph 5.4 above, an Investor can be classified as a Professional Client if the Investor meets the criteria set out in Part 2 of Section 124.1 of the Financial Instruments Market Law of the Republic of Latvia. This includes various conditions, such as the Investor (if a legal entity) being a licensed entity operating in financial markets in Latvia or another country, the Investor (if a legal entity) meeting specific financial requirements, the Investor's (legal entity's) primary economic activity being investment in financial instruments, or the Investor being recognised as a Professional Client in another country through a procedure that is equivalent to the one set out in the Financial Instruments Market Law of the Republic of Latvia.

5.9. If the Investor is classified as a Professional Client, it must inform Nectaro in writing of any changes that may affect its eligibility as a Professional Client no later than 30 calendar days after such changes occur. If Nectaro becomes aware that the Investor no longer meets the criteria to be classified as a Professional Client, Nectaro will change the Investor's category accordingly and inform the Investor of the change.

5.10. Following a written request by the Investor, Nectaro may change the category of the Investor from Professional Client to Retail Client for all or any service or transaction, by an agreement in writing between the Investor and Nectaro.

5.11. The Investor, if categorised as a Professional Client or an Eligible Counterparty, agrees that certain pre-contractual information and information related to the acceptance and execution of the Investment Order may be provided to the Investor to a limited extent, at the sole discretion of Nectaro, in accordance with the applicable regulations.

5.12. Based on the outcome of the appropriateness or suitability assessment, or if the Investor does not provide sufficient information for the assessment to be made, Nectaro may limit or suspend the availability of certain services or products on the Platform which, as determined by Nectaro at its sole discretion, are not appropriate or suitable for the Investor, and provide relevant warnings to the Investor.

5.13. If the Investor is a legal entity, for the purposes of paragraph 5.12, Nectaro will assess the knowledge and experience of the Investor's representative registered on the Platform.

6. Transfer of funds to the Cash Account

6.1. The Cash Account of the Standard Account can be topped up by transferring funds from the Investor's Payment Account to the Nectaro Accounts in the corresponding currency. The Cash Account of the iPayTax Account can be topped up only in accordance with paragraph 3.7.

6.2. The Investor may transfer funds to the Cash Account only from an account opened in the Investor's own name. The transfer of funds to the Cash Account can be made through an automated process implemented on the Platform, including by means of third-party service providers.

6.3. When transferring funds to the Cash Account, the Investor must identify the funds with the Investor's Platform-ID. If the transfer is made without the Investor's Platform-ID, Nectaro may not acknowledge the transfer until it has been provided with the Investor's Platform-ID.

6.4. Nectaro will ensure that the Nectaro Accounts are kept segregated from Nectaro's own funds by using separate accounts with the credit institution, and the funds of the Investor in the Nectaro Accounts will only be transferred in accordance with this Agreement and/or any other agreements concluded with the Investor. Nectaro will inform the credit institution which holds the Nectaro Accounts that the funds in the Nectaro Accounts belong to Nectaro's clients.

6.5. Nectaro may use the funds in the Cash Account only in accordance with this Agreement. The Investor shall not be paid any interest for funds held in the Cash Account, unless otherwise agreed.

6.6. By entering into the Agreement and transferring funds to the Cash Account, the Investor acknowledges the risk that the following circumstances may result in the loss or unavailability of the funds. This

acknowledgement of risk does not limit the Investor's claims in respect of any breach by Nectaro of its obligations or of the regulations:

6.6.1. any insolvency, bankruptcy, liquidation, administration or similar proceedings in any jurisdiction concerning the credit institution where the Nectaro Account is kept;

6.6.2. any application or enforcement of the agreement between Nectaro and the credit institution where the Nectaro Account is kept;

6.6.3. any decision of an executive, legislative or judicial authority that may affect the Investor's rights to the funds in the Nectaro Account.

6.7. Information on transactions in the Cash Account is available in the Investor's Profile.

6.8. Subject to paragraph 6.9, the Investor may, by using an Investment Order, request freely available funds in the Cash Account to be transferred back to the Investor's Payment Account. Payments out of the iPayTax Account are additionally subject to paragraph 3.11. Nectaro will make the transfer within 5 Business Days of receipt of the Investment Order. Nectaro may deduct bank and other fund transfer commission fees and related expenses from the funds.

6.9. If the funds are to be transferred to an Investor's Payment Account from which the Investor has not previously transferred funds to the Nectaro Account, before submitting the Investment Order, the Investor will need to provide Nectaro with all the information requested by Nectaro to ensure that the Investor's Payment Account is opened in the name of the Investor with a credit institution, payment institution or electronic money institution which is subject to and compliant with the provisions of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia or the requirements arising from the European Union regulations concerning the prevention of money laundering and terrorism financing.

6.10. Without prejudice to paragraph 8.5, Nectaro may deduct funds from the Cash Account in order to satisfy any liability of the Investor under the Agreement, including Fees. If the Investor has not carried out any transactions in relation to Notes for more than 6 consecutive months, starting with the 7th month, Nectaro may deduct the monthly Fee provided in the Price List from the Cash Account.

6.11. The transfer of illegally obtained funds to the Cash Account is prohibited. In case of suspicious transactions, Nectaro will notify the relevant competent authorities. This could result in the freezing and seizure of all funds in the Cash Account and the closure of the Investment Accounts.

7. Investor's rights and obligations

7.1. During the term of the Agreement, the Investor undertakes:

7.1.1. not to use the Platform for illegal purposes, including fraud, market manipulation, use of insider information, money laundering, terrorism or proliferation financing, and avoidance of Sanctions;

7.1.2. to provide Nectaro with truthful and accurate information;

7.1.3. to use only secure means and devices of electronic communications and data transfer;

7.1.4. to notify Nectaro in writing promptly, and in any case no later than within 3 Business Days, if any of the Investor's information indicated on the Platform changes, including name, surname, company name, details of the authorised representative and/or beneficial owner (in case of legal entities), email address or the Investor's Payment Account number;

7.1.5. to communicate with Nectaro and other Platform users respectfully;

7.1.6. to promptly provide Nectaro with the necessary information and documents for due diligence in accordance with Nectaro's internal control system;

7.1.7. not to purchase or sell any Note contrary to the conflicts of interest policy;

7.1.8. to communicate with Nectaro through the Platform and by using the email addresses and phone numbers indicated on the Platform.

7.2. During the term of the Agreement, the Investor acknowledges and represents that:

7.2.1. it is capable of making decisions regarding the purchase and sale of any Note;

7.2.2. it is responsible for studying the information on the rights, obligations, benefits and risks associated with transactions involving Notes;

7.2.3. prior to purchasing Notes, the Investor has read all relevant information about the particular Note, including the Prospectus, the Final Terms and the related costs and charges, to ensure that the Note is suitable for the Investor's personal circumstances and risk tolerance;

7.2.4. it understands all risks, including the risk that it may not receive payment for the whole or any part of any Note.

7.3. The Investor acknowledges and understands that:

7.3.1. a third party that has obtained the authentication means required for access may attempt to gain unauthorised access to the Investor's Profile;

7.3.2. the use of the Investor's Profile after Two Factor Authentication is recorded on the Platform. Nectaro assesses objections regarding possibly unauthorised transactions; the use of authentication means in itself is not conclusive proof of the Investor's consent, fraud or negligence.

7.4. The Investor will ensure that sufficient funds are available in the Cash Account to pay for the purchase of Notes and Fees. If the funds in the Cash Account are insufficient, Nectaro will not carry out the relevant

payment and/or transaction on behalf of the Investor and shall not be held responsible for any damage or loss which the Investor might suffer in this regard.

7.5. The Investor acknowledges and agrees that it will not use the Platform (including any webpage and/or data that passes through the domain www.nectaro.eu), its underlying computer programs (including application programming interfaces (APIs)), domain names, Uniform Resource Locators (URLs), databases, functions or content other than for private non-commercial purposes, unless otherwise agreed by Nectaro in writing in accordance with Nectaro's procedures. Use of any automated system or software, whether operated by a third party or otherwise, to extract any data from the Platform for commercial purposes (*screen scraping*) is strictly prohibited.

7.6. The Investor must not:

7.6.1. use any automated means to access the Platform or collect information from it, such as robots or scripts;

7.6.2. use any techniques or software for high-frequency or algorithmic trading on the Platform;

7.6.3. modify, reproduce, translate or distribute any part of the Platform or its services;

7.6.4. interfere with any security features or measures of the Platform or attempt to gain unauthorised access to it;

7.6.5. use any data obtained from the Platform for purposes that compete with Nectaro or other parties who provided the data;

7.6.6. use the Platform for any unlawful and/or inappropriate activities;

7.6.7. take any actions that may impose an unreasonable or disproportionately large load on Nectaro's infrastructure.

7.7. The Investor is not entitled to assign, transfer or otherwise delegate to any third party its rights and obligations acquired under the Agreement without the prior written consent of Nectaro.

7.8. The Investor is not entitled to cancel, reverse or amend any transaction executed on the basis of any Investment Order. The right of withdrawal available within the withdrawal period under consumer protection regulations does not apply to any executed transaction.

8. Nectaro's rights and obligations

8.1. Nectaro shall fulfil the Agreement and provide the services set out in the Agreement.

8.2. Nectaro may from time to time carry out promotional campaigns and offer loyalty programmes or other benefits to the Investor and/or other users of the Platform. For the purposes of such campaigns, programmes and benefits, Nectaro may assign Investors to different loyalty levels or customer segments

based on objective criteria determined by Nectaro from time to time, including the value of the Investor's investment portfolio. The Investor's loyalty level or customer segment may be reviewed and changed periodically in accordance with the applicable criteria.

Nectaro will publish the terms and conditions of such campaigns, programmes and/or other benefits on the Platform. If the Investor wishes to benefit from a campaign or loyalty programme or to receive other benefits, the Investor will be deemed to have agreed to the terms and conditions published on the Platform or sent to the Investors, as the case may be. Nectaro may change the terms and conditions of its campaigns, programmes and other benefits with immediate effect or by giving prior written notice, at the sole discretion of Nectaro. The terms and conditions may also be published as page content on the Platform without being titled "Terms and Conditions", and they may vary between the Investor and other users of the Platform.

8.3. Nectaro may, at its sole discretion, provide different content and services on the Platform depending on the Investor's country or other territory of residence or based on other criteria.

8.4. Nectaro may reverse any transaction which has been executed in error by Nectaro and/or any third party (including making retrospective amendments to the Investment Account statements available on the Platform) without prior agreement with the Investor. If feasible, Nectaro will notify the Investor of such transactions.

8.5. Nectaro may treat any funds and any Note in the Investment Account as financial collateral (within the meaning of the Financial Collateral Law of the Republic of Latvia) and, if the Investor has any liability to Nectaro under the Agreement, write off the funds and/or sell the Note at the then current market price (including at a discount) and use the sale proceeds towards satisfying the liability.

8.6. Nectaro may transfer, by way of assignment, *novation* or otherwise, in full or in part, its rights and/or obligations under the Agreement to another company controlled by the same beneficial owner as Nectaro at the moment of such transfer, by notifying the Investor of the transfer but without the need to obtain the Investor's consent.

8.7. Nectaro may record telephone conversations with the Investor associated with the use of the Platform. Nectaro may use the records as evidence in any complaint handling and/or legal proceedings.

9. Payments by the Investor

9.1. Nectaro will automatically debit from the Cash Account the Fee, any fee separately agreed between the Investor and Nectaro and any other payments specified in the Agreement. Nectaro may debit the Fee from the Cash Account in the event of a mandatory sale by Nectaro of any Note owned by the Investor pursuant to this Agreement.

9.2. The Investor's bank or payment service provider may deduct a fee for any transfer of funds to and from the Investor's Payment Account.

9.3. A payment obligation is satisfied when the relevant funds are transferred into the account of the payment recipient, or when a set-off is performed in accordance with a contract or law. Any payment obligation to the Investor is satisfied when the relevant funds are transferred into the Cash Account.

9.4. The Investor is responsible for duly declaring and paying all taxes arising from the use of the Platform by the Investor pursuant to the laws of the Republic of Latvia and/or any other regulations applicable to the Investor. Nectaro will deduct taxes, duties and other mandatory payments which have to be withheld by Nectaro pursuant to the laws of the Republic of Latvia (if any) from the funds to be disbursed to the Investor.

10. Liability of the Investor and Nectaro

10.1. Without prejudice to other provisions of this Agreement, both the Investor and Nectaro are responsible for any losses or expenses that result from a breach of the Agreement or a failure to properly fulfil their obligations under the Agreement.

10.2. The Investor will be liable for all losses incurred as a result of:

10.2.1. the Investor acting illegally;

10.2.2. the Investor intentionally or negligently failing to comply with paragraph 2.12, 2.13 or 2.14;

10.2.3. transactions, commitments or other activities carried out on the Investor's Profile, unless Nectaro has blocked access to the Investor's Profile, and without prejudice to paragraph 10.6.

10.3. Nectaro has no liability to the Investor for any loss suffered by the Investor in connection with using the Platform or purchasing or selling any Note, including:

10.3.1. if the Investor has purchased or sold any Note at a discount or a premium;

10.3.2. if the Investor has failed to comply with the Agreement;

10.3.3. as a result of illegal conduct of third parties until the Investor's Profile is blocked by Nectaro, without prejudice to paragraph 10.6;

10.3.4. due to interrupted communications or other events that are not dependent on Nectaro;

10.3.5. if, pursuant to the Agreement, the Investor's access to the Investor's Profile has been blocked.

10.4. Nectaro will not be responsible for any loss incurred due to any interruption in:

10.4.1. e-mail, electronic or other means of communication;

10.4.2. the functioning of the Platform;

10.4.3. the electronic data exchange and payment systems of credit institutions, payment institutions or electronic money institutions (including online banking).

10.5. The Investor holds full responsibility for carrying out transactions on the Platform, and may use the agreement forms offered at the Investor's own discretion and risk. Nectaro will not be responsible for any potential legal obligations that may apply to the Investor under the applicable regulations due to the execution of any transaction on the Platform.

10.6. If the Investor disputes the authorisation of a transaction, Nectaro assesses the authentication records and other relevant evidence. The use of authentication means in itself is not conclusive proof of the Investor's consent, fraud or negligence.

10.7. The Investor and Nectaro will not be held responsible for any failure to fulfil their obligations under the Agreement that is caused by a *force majeure* event beyond the control of the respective Party. For a force majeure event to apply, the affected Party must have taken all necessary steps within its control to fulfil its obligations. Once the force majeure event has ended, the respective Party must resume the performance of its obligations immediately. The following circumstances will be considered force majeure events:

10.7.1. extraordinary and unavoidable circumstances, including natural disasters, fire, flood, earthquake, warfare, terror acts, riots, strikes, pandemic;

10.7.2. technical failures, delays or malfunctions; failure of computers, communications systems, hardware and/or software; power supply malfunctions; or other critical infrastructure malfunctions at Nectaro, which Nectaro could not have prevented or foreseen;

10.7.3. decisions and/or activities of local and/or foreign public authorities and/or international organisations;

10.7.4. entry into force, amendment and/or suspension of a statutory act binding on Nectaro, any relevant Loan Originator and/or Issuer affecting the performance of obligations under this Agreement.

10.8. Nectaro is authorised to take any actions it deems necessary against any person who participates in the unauthorised use of the Platform. These actions may include using blocking technology (which may involve automated searches and extraction of the screen content of the person's website (*screen scraping*)) and/or initiating legal proceedings.

10.9. When providing services under this Agreement, Nectaro does not act as a financial, tax, legal or investment adviser. Nectaro may, but is not obliged to, provide the Investor with information and/or analytical materials related to investments on the Platform. If Nectaro provides the Investor with any information and/or analytical materials, they are provided solely for informational purposes. Any investment decisions made by the Investor based on such materials are made at the Investor's own discretion, expense and risk, and are not based on any recommendations or assertions of Nectaro. In no case shall such information and/or analytical materials be considered investment advice or an inducement to execute any transaction.

10.10. Nectaro cannot be held liable for any losses which may arise to the Investor if the Investor has based its investment decisions on information and/or analytical materials related to investments on the Platform.

11. The Financial Instruments Account and safekeeping of Notes

11.1. Nectaro commits to the following:

11.1.1. open a Financial Instruments Account for the Investor for holding the Notes owned by the Investor;

11.1.2. ensure safekeeping of the Notes owned by the Investor, including maintaining the ownership register, settling transactions and making the Investment Account statements and reports available in the Investor's Profile;

11.1.3. ensure that any Note owned by the Investor is kept separately from the Notes and other financial instruments belonging to Nectaro, and that the owner of any Note can be identified at any time;

11.1.4. keep records and documents related to the provision of the investment and ancillary services in accordance with the applicable regulations;

11.1.5. not hold any Note belonging to the Investor with any third party.

12. Purchase of Notes

12.1. Subject to this Agreement, the Investor can use the Platform to review the underlying investments related to the Notes, receive investment invitations and purchase any Note in accordance with the Minimum Subscription Amount.

12.2. The terms and conditions of each Note can be reviewed on the Platform and are specified in the relevant Prospectus, as supplemented by the Final Terms of the relevant Note. Prior to purchasing any Note, the Investor must review the relevant Prospectus and Final Terms of the Notes.

12.3. Investment Orders must be submitted by the Investor through the Platform's interface. Non-compliant orders will be rejected by Nectaro.

12.4. The Investor's Profile contains information regarding instructions for buying Notes, as well as fund transfers to and from the Cash Account. Nectaro may also provide this information via email.

12.5. If the identification and authorisation process has been followed, Nectaro will rely on the Investment Order without additional confirmation, and it will be binding on the Investor. Such orders are deemed irrevocable instructions to Nectaro to perform transactions or provide other services under the Agreement.

12.6. Nectaro has sole discretion to determine the time at which any Investment Order has been validly submitted and may establish from time to time the working hours during which the Platform accepts Investment Orders.

12.7. The Investor may submit any Investment Order for the Notes Price and any related Fee up to the amount of funds which are freely available in the Cash Account at the moment the Investment Order is submitted.

12.8. The Investor may purchase any Note on the Platform by using:

12.8.1. an Investment Order to individually select the Note to be purchased;

12.8.2. the Auto Invest service.

12.9. Nectaro may, without prior notice, suspend or stop the placement of any Note and/or making any Note available for purchase on the Platform.

12.10. Nectaro may, at its sole discretion, suspend the purchase of any Note without prior notice to the Investor, if Nectaro believes that:

12.10.1. any event of default under any contract between any of Nectaro, any relevant Loan Originator and/or the Issuer is likely to occur or has occurred;

12.10.2. any material circumstance has occurred which may cause substantial loss to Nectaro and/or the Investor.

12.11. When acting in accordance with paragraph 12.9 and/or 12.10, Nectaro is not liable to the Investor or any third party for any loss or expense.

12.12. Individual purchase of Notes

12.12.1. If the Investor chooses to individually select a Note to purchase under paragraph 12.8.1, the Investor must acknowledge that the decision to select any Note is made solely at the Investor's own discretion. The Investor must also specify in the Investment Order available in the Investor's Profile the selected Note and the investment amount, which cannot be less than the Minimum Subscription Amount. The Investor must consent to the Prospectus and Final Terms available in the Investor's Profile.

12.12.2. Provided that sufficient funds are available in the Cash Account, the relevant Investment Order becomes binding on the Investor and the funds are debited by Nectaro from the Cash Account.

12.12.3. Each Investment Order is registered in chronological sequence and executed in accordance with Nectaro's order execution policy available on the Platform and on Nectaro's website. Nectaro reserves the right to amend the order execution policy at any time, informing the Investor of the amendments in advance.

12.12.4. Nectaro reserves the right to independently define, modify and restrict the range of Notes and transaction types for which it accepts individual Investment Orders. The updated list of available services will be periodically published on the Platform.

12.12.5. On each Investment Order being executed on the Platform, Nectaro:

12.12.5.1. provides the Investor with the relevant Transaction Confirmation;

12.12.5.2. credits each relevant Note to the Financial Instruments Account.

12.12.6. Payments on the Notes are made in accordance with the Prospectus and Final Terms of the relevant Note.

12.12.7. The Investor acknowledges and agrees that the payment to the Cash Account of any unpaid principal and interest (including any late payment interest), and of any other payment arising from any Note purchased by the Investor, may be delayed.

12.13. Auto Invest

12.13.1. Auto Invest is an automated investment functionality that allows Nectaro users who have demonstrated sufficient knowledge and experience to automate the investment process. Users may either:

(a) create a custom Auto Invest strategy by defining specific parameters; or

(b) select a predefined investment strategy provided by Nectaro ("AutoPilot").

12.13.2. To activate Auto Invest, the Investor must:

- complete the required Suitability and Appropriateness assessment; and
- consent to the applicable Prospectus and Final Terms available in the Investor's Profile.

The Investor is responsible for specifying the parameters and understanding the associated risks.

12.13.3. Types of Auto Invest strategies:

(a) Custom strategy

An Auto Invest strategy based on parameters defined by the Investor according to the Investor's individual investment preferences.

(b) Predefined strategy – AutoPilot

AutoPilot is a predefined investment strategy that allows the Investor to start investing by entering only the total investment amount (strategy limit).

All other selection parameters are determined automatically by Nectaro. Investments are allocated to the financial instruments available on the Platform.

The Investor acknowledges that AutoPilot simplifies the investment process and does not require manual selection of parameters.

The Investor must indicate in the Investor's Profile the balance allocated for purchasing Notes using Auto Invest. By activating Auto Invest, the Investor authorises Nectaro to purchase Notes based on the parameters specified in the strategy. Nectaro will reduce the Investor's Cash Account balance by the price of the Notes and credit the Notes to the Investor's Financial Instruments Account.
Each Auto Invest strategy reviews all instruments available on the Platform, prioritises them by age (oldest first) and allocates investments to those instruments that meet the parameters specified by the Investor.

12.13.4. The Investor may amend or terminate the use of Auto Invest at any time during the term of the Agreement.

12.13.5. Nectaro is not obliged to provide additional information about the acquired Notes or the associated rights and obligations. The Investor hereby confirms that it will keep itself updated on the documents, notifications and other information relating to the acquired Notes that are available on the Platform and in the Investor's Profile. The Investor has been duly informed of the risks that may arise from using Auto Invest and agrees that it is solely responsible for the parameters set in Auto Invest. The Investor will not make any claims against Nectaro in this regard.

12.13.6. If the Investor does not request the termination of Auto Invest, the Investor shall be deemed to have agreed to and accepted the Auto Invest terms and conditions, as well as all Prospectuses and Final Terms, as binding on the Investor while using the Auto Invest service.

12.13.7. Nectaro is not obliged to ensure that the Investor can activate and use Auto Invest for purchasing Notes, and may stop Auto Invest at any time, informing the Investor accordingly.

13. Sale of Notes

13.1. If the Investor independently decides to sell Notes, the relevant Notes can be transferred to another registered Investor by submitting an appropriate order. To register any Notes transfer transaction, the new Investor must successfully complete all the necessary requirements and procedures to become an Investor of the appropriate level on the Platform and to receive the relevant Notes, and must submit an appropriate order to purchase the relevant Notes.

14. The Investor's acknowledgments and representations

The Investor acknowledges and represents that:

14.1. before submitting an Investment Order for the purchase of any Note or for the activation of Auto Invest, the Investor has reviewed the Prospectus and Final Terms available on the Platform that apply to the Notes to be purchased (in the case of Auto Invest, to all Notes that may be purchased under the selected strategy);

14.2. the Investor understands that:

14.2.1. no Note will be available for trading on any regulated securities exchange or trading venue;

14.2.2. the Platform is the exclusive place for purchasing and selling any Note;

14.2.3. there may not be a market available for any Note;

14.2.4. the Investor should be prepared to hold any purchased Note until its maturity or early redemption;

14.3. Nectaro will not be liable in any way to the Investor for the financial standing or legal status of the Issuer specified in the Investment Order or of any person securing the rights and obligations of any Note and any related Loan, including the Loan Originator, any guarantor, any loan servicer and/or the Borrower, or for the enforcement of any such rights or obligations;

14.4. the Investor is prepared to bear the risk of losing the entire Notes Price paid for any purchased Note;

14.5. Nectaro and the Platform operate only on the internet, the Investor will transact business online and electronically, and certain disclosures, including key information documents, will be provided electronically via the Platform and/or to the Investor's registered email address;

14.6. the Investor consents to receive electronically all documents, communications, key information documents, notices, statements, reports, contracts and agreements arising from or relating in any way to the rights, obligations or services under the Agreement;

14.7. the Investor may ask for the documents referred to in paragraph 14.6 to be sent by post, subject to prior reimbursement of Nectaro's postal expenses.

15. Reports and statements

Nectaro:

15.1. transfers any funds received from any Note to the Cash Account within 10 Business Days of the funds becoming freely available to Nectaro. If for any reason Nectaro does not receive the funds, Nectaro is not required to transfer any funds to the Cash Account;

15.2. subject to paragraph 3.7, may at its sole discretion specify any time limit for executing an Investment Order for the transfer of any Notes to or from the Financial Instruments Account; such transfer is also subject to payment of the Fee and to the provision by the Investor of any information and documents in accordance with Nectaro's internal control system;

15.3. follows the provisions of the transaction documents of the relevant Note in respect of any event related to that Note. If Nectaro needs instructions from the Investor before taking action concerning a specific event associated with a Note owned by the Investor, Nectaro will wait for the Investor's instructions and will not be held responsible for any inaction if the Investor fails to provide the necessary instructions or if Nectaro is unable to contact the Investor to obtain such instructions;

15.4. at the Investor's request, provides through the Platform information about the Investment Accounts for the period specified by the Investor, as well as information and/or reports on any executed transaction with any Note;

15.5. provides the Transaction Confirmation to the Investor through the Platform no later than the next Business Day after the execution of the relevant Investment Order;

15.6. sends the statement of the Financial Instruments Account to the Investor's email address or makes the statement available in the Investor's Profile once a year, unless the Investor requests the statement to be provided more frequently. The Investor shall notify Nectaro of any objections regarding its content no later than 10 days after receiving the statement or after it has been made available on the Platform. If no such objections are submitted, the Investor will be deemed to have approved the statement and Nectaro will not accept any such objections thereafter;

15.7. provides an annual report presenting a consolidated overview of all costs and Fees associated with the Investor's use of the Platform. This report will be sent to the Investor's email address or made available in the Investor's Profile;

15.8. notifies Investors if the overall value of their portfolio decreases by 10% compared to its value at the beginning of the reporting period.

16. Investor Protection

16.1. According to the Investor Protection Law of the Republic of Latvia (https://likumi.lv/ta/en/en/id/55829-investor-protection-law), the Investor may be eligible for the application of a compensation scheme. If Nectaro cannot fulfil its obligations to the Investor, the Investor is entitled to receive compensation in the amount of 90% of the value of irrevocably lost Notes or of the loss incurred due to the non-provision of investment services, up to a total limit of EUR 20,000.

16.2. An application (https://www.bank.lv/en/operational-areas/customer-protection/operation-of-guarantee-funds/protection-of-the-financial-instrument-market-clients-investors) for receiving the compensation has to be submitted to the Bank of Latvia within one year after the Investor becomes aware that Nectaro cannot fulfil its obligations towards the Investor, and no later than five years from the date of the failure to fulfil these obligations.

16.3. The Investor Protection Law of the Republic of Latvia (https://likumi.lv/ta/en/en/id/55829-investor-protection-law) stipulates exceptions where the Investor is not eligible for compensation.

17. Data protection

17.1. By registering on the Platform and using Nectaro's services, the Investor (an individual) acknowledges that Nectaro collects the Investor's personal data, which includes all the information provided during registration or related to the Agreement. Under data protection regulations, Nectaro is the controller of the Investor's personal data. The Investor agrees to the processing of the Investor's personal data in accordance with the Privacy Policy, which may be updated from time to time. The Investor understands and agrees that the Investor's personal data may be transferred to third parties and processors and may be processed electronically or in other ways, both within and outside the Republic of Latvia. Nectaro may disclose the Investor's personal data to outsourced service providers, debt collectors and other relevant parties as required by law. The Investor also acknowledges that Nectaro may collect and process the Investor's personal data related to the Investor's financial position, investment knowledge and experience in order to comply with applicable laws and regulations.

18. Confidentiality and exchange of information

18.1. Nectaro complies with confidentiality requirements in accordance with the regulations of the Republic of Latvia and the European Union. Nectaro may disclose information regarding any transaction, the Investment Accounts and any other matters related to the Investor's activities on the Platform only directly to the Investor via the Investor's contact information provided under the Agreement, unless the Investor has consented to such disclosure or disclosure is required by law.

18.2. Nectaro will disclose information to authorised public authorities upon request.

18.3. If required by regulation, Nectaro will collect, process and provide to tax authorities data and information about the Investor, the Investor's representatives, the Investor's beneficial owners and any transaction of the Investor. Nectaro provides information to the State Revenue Service of the Republic of Latvia.

18.4. Nectaro may notify the Investor of the information provided to the State Revenue Service of the Republic of Latvia, unless prohibited by law.

18.5. Nectaro may share any information submitted by the Investor:

18.5.1. with any company that is part of Nectaro's consolidated group or affiliated with Nectaro;

18.5.2. with any company involved in the provision of services on the Platform;

18.5.3. in any other case provided for in the Privacy Policy.

18.6. The Investor shall not disclose to any third party information with respect to the Agreement that may concern the interests of Nectaro.

19. Complaints and disputes resolution

19.1. The Investor may submit any claim or complaint about the services provided by Nectaro by following the complaints management procedure set out on the Platform. If the Investor is not satisfied with the outcome of Nectaro's handling of the complaint, the Investor may submit a complaint to the Bank of Latvia and/or the Consumer Rights Protection Centre of Latvia.

19.2. Any dispute regarding the use of the Platform and/or the Agreement will be resolved through mutual negotiations or in a court of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia, within the jurisdiction of Nectaro.

20. Termination of the Agreement

20.1. The Agreement remains valid for an indefinite period from the date it takes effect until it is terminated as set out herein.

20.2. Nectaro may terminate any service provided under the Agreement by notifying the Investor by email or via the Investor's Profile at least 14 Business Days in advance, unless this Agreement or the regulations of the Republic of Latvia stipulate otherwise.

20.3. Nectaro may, without prior notice, restrict the services available to the Investor on the Platform and/or terminate the Agreement if:

20.3.1. the Investor breaches this Agreement or any other terms and conditions applicable on the Platform, otherwise uses the Platform illegally, or has any outstanding liability towards Nectaro;

20.3.2. the Investor has provided false or misleading information or counterfeit documents;

20.3.3. the Investor has not provided Nectaro, within the deadline stipulated by Nectaro, with the information required for the Investor's identification, due diligence or compliance with Nectaro's internal control system, or the information required by law;

20.3.4. Nectaro suspects that the Investor is involved in money laundering, terrorism or terrorism or proliferation financing, market manipulation or use of insider information;

20.3.5. the Investor is, or becomes, a person who is subject to Sanctions, or is associated or affiliated with such a person.

20.4. The Investor may terminate the Agreement at any time by notifying Nectaro at least 14 Business Days in advance from the Investor's email address registered on the Platform or via the Investor's Profile, provided that there are no Notes in the Investment Accounts, other than Notes which have been assigned the status "suspended" or "defaulted" on the Platform. Upon receipt of the notification, Nectaro will restrict the services available to the Investor on the Platform.

20.4.1. If the cash balance in all Investment Accounts is EUR 0.00 and the Investor has no active investments, the Investor may terminate the Agreement without the prior notice set out in paragraph 20.4 by deleting the Investor's Profile on the Platform; the Agreement is terminated at the moment the Profile is deleted. Before deleting the Profile, the Investor shall save the statements and reports referred to in paragraph 20.5; after the Profile has been deleted, Nectaro sends the closing statement to the Investor's email address upon the Investor's request.

20.5. By the date of termination of the Agreement, the Investor will generate and save all the Investment Account statements and transaction reports required for the Investor's records.

20.6. Once the Agreement is terminated, Nectaro will:

20.6.1. neither calculate nor pay interest on the Investor's funds and assets;

20.6.2. deduct the Fee and expenses of Nectaro, and any other amounts due from the Investor, from the Investor's funds and assets;

20.6.3. transfer any remaining freely available funds of the Investor in the Cash Account to the Investor's Payment Account no later than 5 Business Days after the termination of the Agreement, provided that Nectaro will not be liable for any delay due to reasons beyond Nectaro's control;

20.6.4. block the Investor's access to the Investor's Profile.

20.7. If, after the application of paragraph 20.6, there is any Note in the Investment Accounts, access to the Investor's Profile will not be blocked and any Note will be held in a dormant account until it is repaid or written off.

20.8. Nectaro will retain any records regarding the Investor and its transactions on the Platform in accordance with the applicable regulations.

20.9. If the Agreement is terminated pursuant to the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing of the Republic of Latvia, Nectaro will immediately suspend any transactions in the Investment Accounts and on the Platform, and the Investor's funds and assets will be dealt with in accordance with the applicable restrictions.

20.10. The termination of the Agreement will not release either the Investor or Nectaro from their respective obligations to the other Party arising before the date of termination of the Agreement.

21. Nectaro's insolvency

21.1. In the event that Nectaro becomes insolvent, all relations arising from the Agreement will be arranged and settled in accordance with the Financial Instruments Market Law or another law of the Republic of Latvia applicable at the time, the Law on the Recovery and Resolution of Credit Institutions and Investment Firms, and other applicable regulations, each as amended, supplemented or replaced from time to time.

21.2. No Note owned by the Investor can be used to fulfil any obligation of Nectaro in case of its insolvency.

22. Miscellaneous

22.1. All notifications under the Agreement must be in writing and sent to the other Party within the Platform, or by post or email.

22.1.1. When notifying the Investor, Nectaro will use the postal or email address indicated in the Investor's Profile, or the Investor's Profile messaging solution (if available).

22.1.2. When notifying Nectaro, the Investor will use the postal or email address indicated on the Platform, or the Investor's Profile messaging solution (if available).

22.2. Any notification for the Investor and other users of the Platform which does not include any individual data may be published on the Platform.

22.3. If a notification is sent by post, it will be considered received on the seventh calendar day after the date stamped by the postal service provider on the accepted registered letter. If a notification is sent to an email address and the recipient has not confirmed its receipt earlier, it will be considered received on the day

following the day on which it was sent. A notification sent within the Investor's Profile is considered received at the moment it is sent.

22.4. When delivering notices, reports, statements or other information related to the Agreement by email or via the Investor's Profile, Nectaro cannot be held responsible for any harm caused by unauthorised access to or illicit use of the information by a third party, if such actions are contrary to the Investor's interests.

22.5. To develop and improve the services offered on the Platform and to comply with regulations, Nectaro may amend this Agreement from time to time by publishing the amended version of this Agreement on the Platform and indicating the number and date of the amended version. The Investor agrees that the amended version of this Agreement will enter into force:

22.5.1. 30 calendar days after its publication on the Platform, or earlier if the Investor accepts the amended version on the Platform;

22.5.2. immediately, if the amendment is in favour of the Investor.

22.6. Nectaro is entitled to amend the Price List as necessary, including by introducing new Fees or offering discounts on commission fees. Such changes will be announced by publishing the updated Price List on the Platform. However, Nectaro will notify the Investor of any amendments to the Price List at least 30 calendar days before they take effect.

22.7. The Investor accepts and undertakes to regularly review the Investor's Profile and check the email address registered on the Platform for any new notifications or information. The Investor is required to do so at least once a month. By doing so, the Investor will be considered informed of any changes to the Agreement or the Price List, as well as of any other relevant updates. The Investor and Nectaro undertake not to disclose such information to any third party, except as provided for in the laws of the Republic of Latvia or the Agreement.

22.8. The legal relations arising from the Agreement are governed by the laws and regulations of the Republic of Latvia.

22.9. The remotely concluded Agreement is stored in Nectaro's database in PDF format and is available to the Investor in the Investor's Profile. The concluded Agreement is stored in the database for the period set out in the Privacy Policy.

22.10. This Agreement is originally written in English. Nectaro may produce translations of this Agreement and other documents and information into other languages and make them available on the Platform. However, in the event of any disagreement or inconsistency between the English version and any other language version, the English version shall prevail.

22.11. Transitional provisions:

22.11.1. the mandatory Two Factor Authentication set out in paragraphs 2.12 and 4.8 applies from 1 December 2026; until then, the Investor may activate Two Factor Authentication optionally;

22.11.2. the registration of the closure of the iPayTax Account and the availability of the closing statement on the Platform referred to in paragraph 3.14 are ensured from 31 December 2026; until then, the Investor may request an iPayTax Account statement in accordance with paragraph 3.9.