

Terms and Conditions of Nectaro Financial Services

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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 (Reg. No. 90000158236), as competent authority in the Republic of Latvia under the Prospectus Regulation
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 Latvia
Cash Account	the separate account at Nectaro for recording the funds that are deposited by Investor and held with an aim for investing and performing transactions on the Platform
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 the Regulation (EU) 2017/1129
Financial Instruments Account	the separate account at Nectaro for the Investor's Notes

Investment Account	the Investor's Financial Instruments Account, the Cash Account, or any other account maintained for the Client on the Nectaro platform in connection with the investment services, whether collectively or individually
iPayTax Account	Investment Account as an investment account within the meaning of Section 11.9 of the Personal Income Tax Law of the Republic of Latvia
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 personalized number of the Investor on the Platform 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
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 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 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 be also applicable to the legal entity that issues Loan to the Loan Originator

Minimum Subscription Amount	minimum transaction amounts and/or thresholds specified in the Prospectus for corresponding Notes
Nectaro	SIA Nectaro, incorporated as limited liability company and registered on 30 August 2016 in the Republic of Latvia under registration number 40203016025, an investment brokerage firm authorized 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 add them to the Investor's Cash Account
Notes	whole or part of debt financial instruments which are issued by the Issuer in different series, with each series being backed 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 a domain name www.nectaro.eu , and which allows its users to use various interactive services offered by Nectaro, operating in 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 categorized 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 to register as an Investor on the Platform and creating the Investment Accounts

SIA Nectaro (registration nr. 40203016025; legal address: Jeruzalemes 1, Riga, LV-1010, Latvia; phone: +371 67783589) is an authorized investment platform with an IBF license Nr. 27-55/2023/3 supervised by Bank of Latvia (address: K. Valdemara 2A, Riga, LV-1050, Latvia; phone: +371 67022300)

nectaro.

Private Client	a person who is not categorized as a Professional Client nor 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, the U.S. Department of State or, the U.S. Department of Commerce's Bureau of Industry and Security, the European Union, the Republic of Latvia or the bodies or official institutions or agencies of the entities listed above or any other relevant authority
Standard Account	Investment Account that is not an iPayTax Account
Transaction Confirmation	the document confirming the execution of the relevant Investment Order for purchase (or sale) of the Note
Two Factor Authentication	the Investor identification and transactions authorization method, which depending on the Platform functionality and service type, allows the Investor to use a compatible mobile device for receiving codes via text messages (SMS) or other functionality, to enable the Investor to log into the Investor's Profile and to authorize Investment Orders
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 organization.
- 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 Eastern European Time (GMT+2).
- 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 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 In the absence of any conflicting indication words in the singular include the plural, and 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 the Registration Application on the Platform, the Investor enters into this Agreement.
- 2.2 This Agreement shall take effect when Nectaro has successfully concluded identification and due diligence of the Investor under Section 4.
- 2.3 Nectaro reserves the right to decline the Investor's entry into the Agreement at any time and without providing any explanation and without following the procedures outlined in Section 20. In such case, the Agreement shall not be deemed as 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 to Verification Technology 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 person is at least 18 years old;
 - 2.5.3 the Investor has 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 have all requisite power and authority to enter into and perform the Agreement in accordance with its terms;
 - 2.5.8 the Agreement constitute valid, legal and binding obligations on 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 might provide services on a cross-border basis in other EU / EEA member states if it receives necessary permission of relevant supervisory authority of the respective EU / EEA member state;

- 2.5.10 the execution by the Investor of the Agreement, 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 of 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 executing the Agreement, the Investor has full legal capacity to act and he is not under the influence of alcohol, drugs, psychoactive, toxic or other intoxicating substances.
- 2.7 The Investor acknowledges and agrees to the following documents (as amended from time to time) by completing the Registration Application:
- 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, 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 successful completion of the Registration Application, the Investor's Profile is established on the Platform, providing the Investor with a unique identification number and password of their choice. This grants the Investor access to Investor's Platform-ID, Investor's Profile, and Investment Accounts.
- 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 and one set of Investment Accounts can be set up for one Investor.
- 2.11 If the Investor is a legal entity, Nectaro may limit the number of 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 authorization of each 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 The Investor's Profile is confidential and only accessible to the Investor. Investors can access their profile by entering their email address and password on the Platform, or using Two Factor Authentication if it is enabled. The Investor may change the email address and password in compliance with procedures established on the Platform.

- 2.13 The Investor's password is confidential information. The password must be kept secure by the Investor. Nectaro may require the password to have a minimum number of symbols, contain at least one capital and one lower case letter, and/or any other conditions.
- 2.14 If the Investor's password has become known, or may have become known, to a third party, 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 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 at the sole discretion of Nectaro to ensure safety of services, inviolability, 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, financing terrorism or proliferation, 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 or close the Investor's Profile and/or the Investment Account.

3. **iPayTax Account**

- 3.1 The Investor may request Nectaro to open the iPayTax Account through the Platform during registration on the Platform or any time thereafter. The iPayTax Account shall be deemed opened once it is displayed in the Investor's Profile on the Platform.
- 3.2 The opening of an iPayTax Account does not affect the Investor's existing Investment Account. The Investment Account shall remain open and fully operational, and the Investor may continue to use it in accordance with these Terms. The Investor may hold both an Investment Account and an iPayTax Account simultaneously.
- 3.3 The iPayTax Account enables the Investor to apply the tax treatment applicable to investment accounts under the Personal Income Tax Law of the Republic of Latvia, subject to compliance with the applicable legal requirements.
- 3.4 The Investor acknowledges that the application for the iPayTax Account is voluntary.

- 3.5 The right to open an iPayTax Account is currently available only to Investors who are tax residents of the Republic of Latvia. The Investor shall promptly notify Nectaro if the Investor ceases to be a tax resident of the Republic of Latvia or if any information relevant to the Investor's tax residency changes. Any continued use of the iPayTax Account following such change shall be subject to applicable law and the terms determined by Nectaro.
- 3.6 The iPayTax Account may only be used for manual investments. Auto Invest may be funded only from the Investment Account and may not be linked to or funded from the iPayTax Account.
- 3.7 The iPayTax Account may be funded only by transferring funds from the Investor's Investment Account through the "Transfer between accounts" functionality available on the Platform. Funds may not be transferred directly from the Investor's bank account or any other external source to the iPayTax Account. Funds may be transferred out of the iPayTax Account either to the Investor's Investment Account or directly to the Investor's bank account.
- 3.8 Nectaro does not provide tax, legal or accounting advice. The Investor remains solely responsible for determining the tax consequences arising from the use of the iPayTax Account and for complying with all applicable tax obligations, including registering the iPayTax Account with State Revenue Service of the Republic of Latvia where required by applicable law, the filing of tax declarations and payment of taxes.
- 3.9 Nectaro shall make available to the Investor with 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 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
 - 3.9.5 any other information required under applicable law.
- 3.10 Nectaro may suspend or terminate the iPayTax Account upon the occurrence of any of the following events:
- 3.10.1 required by applicable law or a decision of a competent authority;
 - 3.10.2 the Investor requests the termination of the iPayTax Account (only once all Financial Instruments held through the iPayTax Account have been repaid, redeemed or otherwise removed from the account and the remaining cash balance of the iPayTax Account is zero);
 - 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 these Terms or the iPayTax Account Terms; or

3.10.5 this Agreement is terminated.

3.11 For the purposes of the investment account tax regime, both a transfer of funds from the iPayTax Account to the Investor's Investment Account and a direct withdrawal of funds from the iPayTax Account to the Investor's bank account shall be treated as funds transferred out of the iPayTax Account. Where the cumulative amount of funds transferred or withdrawn from the iPayTax Account exceeds the cumulative amount of funds transferred into the iPayTax Account, the excess may constitute taxable income in accordance with applicable law.

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 Investment Account net of any taxes required to be withheld by Nectaro in accordance with applicable law.

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 way of 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 identification documents of the Investor to the Verification Technology. If the Investor is a legal entity, the Verification Technology may carry out similar investigations on its representatives and beneficial owners.

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

4.2.1 photo and video of the Investor's face;

4.2.2 full name and the address of residence;

4.2.3 citizenship and/or country of birth;

4.2.4 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.

- 4.4 If the Investor is a legal entity, Nectaro may carry out similar investigations on its representatives and beneficial owners.
- 4.5 Once an Investor has been identified, it is necessary to complete Nectaro's anti-money laundering questionnaire in order to conduct due diligence on the Investor.
- 4.6 Nectaro has the authority to do the following at any time and as it sees fit:
- 4.6.1 request more information for due diligence purposes concerning the Investor;
 - 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 authorization from the Investor or any other individuals;
 - 4.6.4 require the Investor to update the information provided from time to time.
- 4.7 The Investor's Profile and the Investment Accounts are activated only when the identification and due diligence process of the Investor has been successfully completed by Nectaro. If the Investor's Profile and the Investment Accounts are not activated within a deadline specified by Nectaro in its sole discretion, the Agreement shall not be deemed as concluded and shall not take effect.
- 4.8 Any Investment Order or any other transaction by the Investor on the Platform after accessing the Platform by entering the Investor's email address and password or the Two Factor Authentication inputs will be binding. Nectaro may require additional steps or measures from the Investor to authorize some types of Investment Orders.
- 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 as referred to in paragraph 2.14 and/or Nectaro has suspicions regarding the true identity of the Investor;
 - 4.9.3 the Investor's instruction is unclear;
 - 4.9.4 required by any applicable regulation.

5. Investor Categorisation

- 5.1 The Investor will be assessed by Nectaro based to determine whether any service or product is appropriate or suitable for the Investor. Nectaro determines at its sole discretion the method and frequency of categorization of the Investor. The Investor is required to provide the necessary information for the assessment.
- 5.2 Before any Investment Order can be submitted by the Investor, Nectaro will categorize 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 written form.
- 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 on investment and ancillary services provided to the Investor by Nectaro unless otherwise notified to the Investor.
- 5.4 Following written request by the Investor, Nectaro may change the category of the Investor from Retail Client to a 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 conforms with at least two of the following criteria:
- 5.4.1.1. has carried out transactions in 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 its financial instrument portfolio, defined as including cash deposits and financial instruments, exceeds EUR 500 000;
- 5.4.1.3. works or has worked in the financial sector for at least one year in a professional position which requires knowledge in respect of the transactions or services envisaged.
- 5.5 Nectaro before changing the category in accordance with paragraph 5.4 evaluates the competence, experience and knowledge of the Investor to obtain confirmation that, considering the type of transactions or services involved, the Investor is capable of independently making investment decisions and is aware of the relevant risks.
- 5.6 If the Investor does not conform with any of the criteria laid down in paragraph 5.4, Nectaro has the right to refuse to change the 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 a Private Client to a Professional Client, warn the Investor in writing of the Investor's protection rights that may be lost as a Professional Client and 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 Article 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 recognized as a Professional Client in another country through a procedure that is equivalent to the one outlined in the Financial Instruments Market Law of the Republic of Latvia.
- 5.9 If the Investor is classified as a Professional Client, they must inform Nectaro in writing of any changes that may affect their eligibility as a Professional Client not later than 30 calendar days after changes occur. In the event that Nectaro becomes aware that the Investor no longer meets the criteria to be classified as a Professional Client, Nectaro will adjust the Investor's category accordingly and inform the Investor of the change.
- 5.10 Following written request by the Investor, Nectaro may change the category of the Investor from Professional Client to a Retail Client for all or any service or transaction, by an agreement in writing between the Investor and Nectaro.
- 5.11 The Investor, if categorized as a Professional Client or an Eligible Counterparty, agrees that certain pre-contractual information and information related to 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 any applicable regulations.
- 5.12 As an 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 certain services or products on the Platform which as determined by Nectaro in its sole discretion are not appropriate nor 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 Cash Account can be topped up by transferring funds from the Investor's Payment Account to the Nectaro Accounts with the corresponding currency.
- 6.2 The Investor may only transfer funds to the Cash Account in the Investor's own name. The transfer of funds to the Cash Account can be 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 of the credit institution, and the funds of the Investor in a 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 customers.
- 6.5 Nectaro may use the funds in the Cash Account only in accordance with the 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 agrees to accept the risk and waives any possible claims against Nectaro in case of a total or partial loss of the funds transferred to the Cash Account, or inability to dispose funds at any time, which arise from any of the following:
- 6.6.1 any insolvency, bankruptcy, liquidation, administration or similar proceedings in any jurisdiction of 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 authorities that may affect the Investor's rights to the funds in the Nectaro Account.
- 6.7 Statements regarding transactions on the Cash Account are available through 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. 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 for it to ensure that the Investor's Payment Account is opened in the name of the Investor in a credit institution, payment institution or electronic money institution, which is subject to and compliant with the provisions of 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 regulation concerning the prevention of money laundering and terrorism financing.

- 6.10 Without prejudice to paragraph 8.6., 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 a monthly Fee provided in the Price List from the Cash Account.
- 6.11 Transfer of illegally gained funds to the Cash Account is prohibited. In case of suspicious transactions, Nectaro will notify the relevant authorities. This could result in freezing and seizure of all funds in the Cash Account and closure of the Investment Accounts.

7. Investor's rights and obligations

- 7.1 During the term of the Agreement, the Investor agrees to the following:
- 7.1.1 not to use the Platform for illegal matters, 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 promptly, however no later than within 3 Business Days, to notify Nectaro in writing, if any of the Investor's information on the Platform, including name, surname, company name, details of the authorized representative and/or beneficial owner (in case of legal entities), email address, Investor's Payment Account number changes;
 - 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 The Investor acknowledges and represents during the term of the Agreement that:
- 7.2.1 it is capable of making decisions regarding purchase and sale of any Note;
 - 7.2.2 it is responsible for studying the information on 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, related costs and charges to ensure that the Note is suitable for the Investor's personal circumstances and risk appetite;
 - 7.2.4 it understands all risks including the risk that it may not receive payment for whole or any part of any Note.
- 7.3 The Investor acknowledges and understands that:
 - 7.3.1 any third party which has the Investor's email address and password, or the Two Factor Authentication inputs, can access the Investor's Profile;
 - 7.3.2 any activity on the Platform (including the purchase or sale of any Note) carried out through the Investor's Profile which has been accessed by using the Investor's e-mail address and password, or the Two Factor Authentication inputs will be deemed to have been carried out by the Investor.
- 7.4 The Investor will ensure that sufficient funds are in the Cash Account to pay for 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 its 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 unauthorized access to it;

- 7.6.5 use any data 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 its rights and obligations acquired under the Agreement to any third party without prior written agreement of Nectaro.
- 7.8 The Investor is not entitled to cancel, reverse or amend any transaction executed on the basis of any Investment Order. Refusal rights available within the refusal period under consumer protection regulations do not apply to any executed transaction.

8. Nectaro's rights and obligations

- 8.1 Nectaro shall fulfil the Agreement and provide services as outlined in the Agreement.
- 8.2 Nectaro may from time to time carry out promotional campaigns and offer loyalty programs or other benefits to the Investor and/or other users on 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.
- 8.3 Nectaro will publish the terms and conditions of such campaigns, programs and/or other benefits on the Platform. If the Investor wishes to benefit from the campaign, loyalty program or receive other benefits, the Investor will be deemed to have agreed to the terms and conditions published on the Platform or delivered to the Investors as the case may be. Nectaro may change the terms and conditions of its campaigns, programs 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.
- 8.4 Nectaro may provide different content and services on the Platform to Investors depending on the country or other territory of residence or other criteria at the sole discretion of Nectaro.
- 8.5 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 Accounts statements available on the Platform) without prior agreement with the Investor. If feasible, Nectaro will notify the Investor regarding such transactions.

- 8.6 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 from the Agreement, write-off the funds and/or sell the Note at the then current market price (including with discount) and use the sale proceeds towards satisfying the liability.
- 8.7 Nectaro may transfer, by way of assignment, novation or otherwise and in full or in part, its rights and/or obligations under the Agreement to another company controlled by the same beneficial owner as Nectaro itself at the moment of such transfer, by notifying the Investor of the transfer but without any consent of the Investor.
- 8.8 Nectaro may record telephone conversations with the Investor associated with the use of Platform. Nectaro may use the records as evidence in any complaints management 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 on mandatory sale by Nectaro of any Note owned by the Investor pursuant to this Agreement.
- 9.2 The Investor's bank or payment services 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 relevant funds are transferred into the account of the payment recipient, or when a set off is performed according to contract or law. Any payment obligation to the Investor is satisfied when 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 regulation 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 failure to properly fulfill their obligations as stated in 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 paragraphs 2.12 or 2.13;
 - 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.
- 10.3 Nectaro has no liability to the Investor for any loss suffered by the Investor from using the Platform, or purchasing or selling any Note, including:
- 10.3.1 if the Investor has purchased or sold any Note with 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;
 - 10.3.4 due to interrupted communications and 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 electronic data exchange and payment system of credit institutions, payment institutions or electronic money institutions (including online banking).
- 10.5 Investor holds full responsibility for settling transactions on the Platform, and may use the agreement forms offered at Investor's own risk and discretion. Nectaro will not be responsible for any potential legal obligations that may apply to the Investor due to the execution of any transaction on the Platform, resulting from applicable laws.
- 10.6 If the Investor claims that they did not authorize or give consent to a transaction, the use of their Profile and password will be considered as proof that the Investor did authorize or give consent to the transaction, acted with fraudulent intent, or intentionally or negligently failed to comply with paragraphs 2.13 and/or 2.14.
- 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 their control. For a *force*

majeure event to apply, the Party affected must have taken all necessary steps within their control to fulfil their obligations. Once the *force majeure* event has ended, the respective Party must resume their obligation immediately. The following circumstances will be considered as *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 predicted;
 - 10.7.3 decisions and/or activities of local and/or foreign public authorities, and/or international organisations;
 - 10.7.4 entry into force, amendments 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 has the complete authority to take any actions it deems necessary against any person who participates in the unauthorized use of the Platform. These actions may include using blocking technology (which may involve automated searches and screen scraping of the person's website) and/or initiating legal proceedings.
- 10.9 Nectaro, when providing services under this Agreement, does not act as a financial, tax, legal or investment adviser. Nectaro may, but is not obligated 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, it is solely for informational purposes. Any investment decisions made by the Investor based on such materials are made at their own discretion, at their own expense and risk, and are not based on any recommendations or assertions of Nectaro. In no case will such information and/or analytical materials serve as investment advice or encourage to execute any transaction.
- 10.10 Nectaro cannot be held liable for any losses which may arise to the Investor, if the Investor 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 the Financial Instruments Account for the Investor for holding Notes owned by the Investor;
- 11.1.2 ensure safekeeping of any Note owned by the Investor, including maintaining the ownership registry, settling transactions and making available in the Investor's Profile Investor Accounts' statements and reports;
- 11.1.3 ensure that any Note of the Investor is kept separately from the Notes and other financial instruments belonging to Nectaro, and the identification of the owner of any Notes is possible 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 underlying investments related to the Notes, receive investment invitations, and purchase any Note according to 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 for the Notes.
- 12.3 Investment Orders must be submitted by the Investor through the Platform's interface. Noncompliant 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 authorization 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 for Nectaro to perform transactions or provide other services as per the Agreement.
- 12.6 Nectaro has a 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 Order.

- 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 Auto Invest service.
- 12.9 Nectaro may without prior notice to suspend or stop placing and/or make available for purchase on the Platform any Note.
- 12.10 Nectaro has the discretion to 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 selection of the 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 on the Investor's Profile.
 - 12.12.2 Provided that sufficient funds are in the Cash Account, the relevant Investment Order will become binding on the Investor and the funds are withdrawn by Nectaro from the Cash Account.
 - 12.12.3 Each Investment Order is registered in a chronological sequence and executed according to the Nectaro's order execution policy available on the Platform and Nectaro webpage. Nectaro reserves the right to amend Order execution policy at any time accordingly informing the Investor before amendments.
 - 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 disclosed 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 delivers 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 payment to the Cash Account of any unpaid principal and interest (including any late payment interest), and 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 their 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 into available financial instruments on the Platform.

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

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

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

12.13.5 Nectaro is not obligated to provide additional information about the acquired Notes or the associated rights and obligations. The Investor hereby confirms that they will keep themselves updated on the documents, notifications, and other information available on the Platform and in the Investor's Profile relating to the purchased Notes. The Investor is duly informed of the risks that may arise from using Auto Invest and agrees that they are 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 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 upon use of the service.

12.13.7 Nectaro is not obligated 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, then by submitting an appropriate order, the relevant Notes can be transferred to the other registered Investor. To register any Notes transfer operation, the new Investor must successfully complete all the necessary requirements and procedures to be the Investor of appropriate level on the Platform and to receive the relevant Notes, as well as submit relevant order to purchase the relevant Notes.

14. The Investor's acknowledgments and representations

The Investor acknowledges and represents that:

- 14.1 before submitting the Investment Order for purchase of any Note or activation of Auto Invest, the Investor has reviewed each Prospectus available on the Platform;
- 14.2 the Investor understands that:
- 14.2.1 no Note will be available for trading on any 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 retain any purchased Note until its maturity or an earlier redemption occurs;
- 14.3 Nectaro will not be liable in any way to the Investor for the financial standing or the legal status of the Issuer specified in the Investment Order or 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, and enforcement of any such rights or obligations;
- 14.4 the Investor is prepared to bear the risk of loss of its entire Notes Price for any purchased Note;
- 14.5 Nectaro and the Platform operate only on the internet, the Investor will transact business online and electronically, certain disclosures, including key information documents, will be provided electronically, either 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 and 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 to send documents listed in paragraph 14.6. by post subject to prior reimbursement of Nectaro postal expenses.

15. Reports and statements

Nectaro:

- 15.1 transfers any cash funds from any Note to the Cash Account within 10 Business Day of the funds being freely available to Nectaro. If for any reason Nectaro does not receive the cash funds, Nectaro is not required to transfer any cash funds to the Cash Account;
- 15.2 may at its sole discretion specify any time limit for executing the Investment Order for transfer of any Notes to or from the Financial Instruments Account, which will also be subject to payment of the Fee, and provision of any information and documents in accordance with the internal control system of Nectaro;

- 15.3 follows the provisions outlined in the transaction documents for each Note in response to any related event. 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 the instructions;
- 15.4 through the Platform provides, at the Investor's request, information about the Investment Accounts for a period specified by the Investor, and 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 execution of the relevant Investment Order;
- 15.6 will send the statement of the Financial Instruments Account to the Investor's email address or make the statement available via the Investor's Profile annually, unless the Investor requests the statement to be provided more frequently. The Investor will no later than by 10 days following the date of receipt of the statement or when it is made available on the Platform, notify Nectaro any objection regarding its content, and if there is no such objection, the Investor will be deemed to have approved it and Nectaro will not accept any such objection;
- 15.7 provides annual report that presents a consolidated overview of all costs and charges associated with the Investor's use of the Platform. This report will be sent to the Investor's email address or made accessible on the Investor's Profile;
- 15.8 notify Investors when the overall value of their portfolio drops by 10% from the level of the beginning of the reporting period.

16. Investor Protection

- 16.1 According to the Investor's Protection Law (<https://likumi.lv/ta/en/en/id/55829-investor-protection-law>) of the Republic of Latvia, the Investor may be eligible for the application of a compensation scheme. If Nectaro cannot fulfill its liabilities to the Investor, the Investor is entitled to receive compensation in the amount of 90% of irrevocably lost Notes or 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 fulfill its obligations towards the Investor, and no later than 5 years from the date of the failure to fulfill these obligations.
- 16.3 Investors' Protection Law (<https://likumi.lv/ta/en/en/id/55829-investor-protection-law>) of the Republic of Latvia stipulates exceptions where the Investor is not eligible for compensation.

17. Data protection

- 17.1 By registering on the Platform and using Nectaro services, the Investor (an individual) acknowledges that Nectaro collects Investor's personal data, which includes all the information provided during registration or related to the Agreement. Under data protection regulations, Nectaro is the data controller of the Investor's personal information. The Investor agrees to the processing of Investor's personal data in accordance with Privacy Policy, which may be updated from time to time. The Investor understands and agrees that 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 of the Republic of Latvia. Nectaro may disclose the Investor's personal data to outsourced businesses, debt collectors, and other relevant parties as required by law. The Investor also acknowledges that Nectaro may collect and process Investor's personal data related to financial position, investment knowledge, and experience 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 gives consent or if required by law.
- 18.2 Nectaro will disclose information to authorized public authorities if requested.
- 18.3 If required by regulation, Nectaro will collect, process and provide data and information about the Investor, the Investor's representatives, the Investor's beneficial owners and any transaction of the Investor to tax authorities. Nectaro provides information to the State Revenue Service of the Republic of Latvia.
- 18.4 Nectaro may notify the Investor of information shared with the State Revenue Service of Latvia, unless prohibited by law.
- 18.5 Nectaro may share any information submitted by the Investor:
- 18.5.1 with any company consolidated or affiliated with Nectaro;
 - 18.5.2 any company which is involved in the provision of services on the Platform;
 - 18.5.3 as in any case provided 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 Complaints management procedure outlined on the Platform. If the Investor is not satisfied with the procedure carried out by Nectaro, the Investor may escalate complaint to the Bank of Latvia and/or to Consumer Rights Protection Centre in Latvia.
- 19.2 Any dispute regarding the use of the Platform and/or the Agreement will be resolved through mutual negotiations or in the court of the Republic of Latvia in accordance with the laws and regulations of Latvia, within the jurisdiction of Nectaro.

20. Termination of the Agreement

- 20.1 The Agreement remains valid indefinitely from the effective date until termination as outlined within.
- 20.2 Nectaro may terminate any service under the Agreement by notifying the Investor by email or via 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 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 illegally uses the Platform, or has any unpaid 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 with the required information for Investor's identification, due diligence, or adherence to Nectaro's internal control system, or as required by law, and within any deadline stipulated by Nectaro;
 - 20.3.4 Nectaro suspects money laundering, terrorism or proliferation financing, market manipulation or use of inside information by the Investor;
 - 20.3.5 the Investor is, or becomes, a person who is subject to Sanctions, or is associated or affiliated to such person.

- 20.4 The Investor may terminate the Agreement at any time by notifying Nectaro by e-mail from the Investor's email address which is registered on the Platform or via Investor's Profile at least 14 Business Days in advance on condition no Note appear in the Investment Accounts, other than any Note which have the status of having been suspended or defaulted on the Platform. On receipt of the notification, Nectaro will restrict the services available to the Investor on the Platform.
- 20.5 By the date of termination of the Agreement, the Investor will generate and save all the Investment Account statements and transactions 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 not dependent upon Nectaro;
 - 20.6.4 block access to the Investor's Profile by the Investor.
- 20.7 If after application of paragraph 20.6 there is any Note on the Investment Accounts, an access to the Investor's Profile will not be blocked and any Note will be held on the dormant account before 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 transaction on the Investment Accounts and the Platform and the Investor's funds and assets will be used in accordance with restrictions.
- 20.10 The termination of the Agreement will not release either the Investor or Nectaro from their respective obligations to the other 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 Law on Financial Instruments Market 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 of 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 within the Platform, or by post or email.

22.1.1 When notifying the Investor, Nectaro will use the post or email address in the Investor Profile, or the Investor Profile messaging solution (if any).

22.1.2 When notifying Nectaro, the Investor will use the post or email address in the Platform, or the Investor's Profile messaging solution (if any).

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 seven calendar days after the date stamped by the postal service on the accepted registered letter. On the other hand, if a notification is sent to an email address and the recipient does not confirm receipt beforehand, it will be considered received the following day after it was sent. Notification sent within Investor's Profile is considered received at the moment when it was sent.

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

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

22.5.1 30 calendar days after posting on the Platform, or earlier, when the Investor accepts the changed version on the Platform;

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

22.6 Nectaro has the authority to modify the Price List as necessary, which may involve introducing new fees or offering discounts on commission fees. These changes will be announced by publishing the updated Price List on the Platform. However, Nectaro will notify the Investor of any Price List changes at least 30 calendar days before they take effect.

- 22.7 The Investor accepts and commits to regularly reviewing the Investor's Profile and checking email address registered on the Platform for any new updates or information. The Investor is required to do so at least once a month. By doing this, the Investor will be considered notified of any changes to the Agreement or the Price List, as well as any other relevant updates. The Investor and Nectaro undertake not to disclose such information to any third party, except as prescribed in the laws of the Republic of Latvia and in accordance with the Agreement.
- 22.8 The laws and regulations of the Republic of Latvia will govern the legal relations arising from the Agreement.
- 22.9 The remotely executed Agreement will be stored in the Nectaro database in a PDF file format and is available to the Investor on the Investor's Profile. The executed Agreement will be stored in the database for a time period described 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 in other languages and make them available on the Platform. However, if there is any disagreement or inconsistency between the English version and any other language version, the English version will prevail.