

# **LOAN AGREEMENT NO EE21371-undefined**

## **1. SPECIAL CONDITIONS**

1.1. Agreement date:

1.2. Lender:, personal identification or registry code , address \_\_, \_\_, e-mail:

1.3. Borrower:

1.4. Loan Amount: \_\_ €

1.5. Loan Period: u

1.6. Project:

1.7. The minimum total amount loaned to the Project Developer by the Borrower and/or used for acquiring the share of the Project Developer:

1.8. Last date for loan offers:

## **2. DISBURSEMENT OF THE LOAN AMOUNT**

2.1. Under this loan agreement (hereinafter referred to as the “Agreement”) the Lender shall be obliged to grant the Borrower a loan in the Loan Amount set out in Article 1.4.

2.2. The Lender shall pay the Loan Amount to the Borrower mentioned in Article 1.2 immediately after loan agreements in the total minimum amount set out in Article 1.7 have been concluded with the Borrower by the date mentioned in Article 1.7, but not later than within one (1) working day.

## **3. REPAYMENT OF THE LOAN**

3.1. The Borrower shall return the Loan Amount according to the procedure set out in this Article Error! Reference source not found. by the end of the Loan Period, except in cases set out in Articles 3.3, 3.6 and 7.

3.2. The Lender shall learn through the portal [www.Levelcrowd.ee](http://www.Levelcrowd.ee) operated by Levelcrowd OÜ (hereinafter referred to as the “Portal”) the ratio of the total amount (in euros) lent by the Borrower to the Project Developer and used to acquire the shares of the Project Developer and the Loan Amount to the total amount (as percentage) lent by the Borrower to the Project Developer and used to acquire shares of the Project Developer.

3.3. If the Project Developer, set out in Article 1.6, or its shareholders have failed to fulfill the Project Developer’s or its shareholders’ financial obligations arising from the Financing Agreement by the end of the Loan Period set out in Article 1.5, the Borrower shall have the right to unilaterally extend the Loan Period up to two times, whereas the first extension

period should not exceed 24 months and the second extension period 12 months, giving the Lender at least 1 month advance notice before the end of the current Loan Period on. If by the end of the Loan Period (including the Loan Period extended according to the procedure established in this Article) or by the time of expiry of the Financing Agreement, the Project Developer and or its shareholders have failed to fulfill any and all obligations arising from the Financing Agreement, the Borrower shall make the payments to the Lender according to Article 3.4 after the Project Developer and/or its shareholders have fulfilled their obligations to the Borrower, and in such case the Lender shall have no right to request the Borrower to repay the Loan Amount at the end of the Loan Period, if this would result in Borrower's insolvency (see Article 3.6).

3.4. The Borrower shall pay the Lender a sum as the Loan Amount repayment and potential interest within 15 calendar days from the day when the Borrower receives the payment set out in the Financing Agreement from the Project Developer, set out in Article 1.6, and/or its shareholders, which is calculated according to the following formula:

The payment made to the Borrower by the Project Developer and/or its shareholders on the basis of the Financing Agreement x percentage referred to in Article 3.2 (ratio of the Loan Amount to the total amount lent to the Project Developer and used for acquiring the shares of the Project Developer).

3.5. If the total payments made to the Lender according to Article 3.4 exceed the Loan Amount, the payment shall be considered as interest in the amount that exceeds the Loan Amount. The Lender shall not be entitled to claim any other interest on the basis of this Agreement. The payments made to the Lender shall in first order be considered as Loan Amount repayments and after Loan Amount has been fully repaid, the subsequent payment shall be considered as interest payments.

3.6. If the total payments made to the Lender according to Article 3.4 fall short of the Loan Amount, the Lender shall not be entitled to claim from the Borrower the repayment of the remaining outstanding Loan Amount, if this would result in Borrower's insolvency. The Borrower shall inform the Lender within 10 working days from receipt of the Lender's respective claim if such claim would result in the Borrower's insolvency or not. The Borrower shall reason their response to the extent that the Borrower deems relevant. If the Borrower informs the Lender that the Lender's claim would result in the Borrower's insolvency, the Lender shall not have the right to submit the respective claim to a court or file a bankruptcy petition against the Borrower. Hereby the Lender shall irrevocably forego submitting claims and filing bankruptcy petitions against the Borrower if the Borrower has informed that the respective claim would result in the Borrower's insolvency.

3.7. If the payment date falls on a day off or a national holiday, the Borrower shall make the respective payment on the next working day following the payment date.

## **4. MAKING PAYMENTS**

4.1. Any and all Lender's and Borrower's payments noted in the Agreement and to be made under the Agreement shall be made through the Lender's and Borrower's virtual sub-accounts created in the Portal (hereinafter referred to as the "Sub-Account") under the terms and conditions and according to the procedure established in the Portal's terms and conditions as long as both Parties remain Portal's registered users. If one of the Parties ceases to be a registered user of the Portal, the Parties shall make the agreed payments

through their own bank accounts. In order to make the contractual payments, the Parties shall give Levelcrowd OÜ an irrevocable order to debit the agreed sum from the Sub-Account of the Party obliged to make the payment in the amount and at the time set forth in the Agreement and to credit same amount to the Sub-Account of the Party entitled to receive the payment. A payment shall be considered as completed when credited to the Sub-Account of the Party entitled to receive the payment.

4.2. Unless stated differently in the Agreement, a Party to the Agreement shall be obliged to ensure that a sufficient non-booked sum reflected as a positive balance would be available at their Sub-Account for making contractual payments at the time and in the amount set forth in the Agreement. If the aforementioned obligation is violated, a penalty in the amount of 0.15% of the outstanding amount per delayed day shall be calculated from the day following the payment date until the Sub-Account of the obliged Party is debited in the amount corresponding to the payment. The penalty is not applied to The Party obliged to make the payment if their Sub-Account had a sufficient non-booked sum reflected as a positive balance on the payment date.

4.3. If the Borrower's Sub-Account lacks sufficient funds for making payments necessary for fulfilling several obligations that have become simultaneously collectible (including payments payable to Borrower's other creditors), the payments made for covering the obligations that have become simultaneously collectible shall be made proportionally to the obligation's amount.

## **5. ADDITIONAL OBLIGATIONS OF THE BORROWER**

5.1. The Borrower shall be obliged to:

5.1.1. use the Loan Amount to grant a loan to the Project Developer set out in Article 1.6, to acquire the shares of the Project Developer and/or make a contribution towards the share capital and to use other rights or fulfill obligations established in the Agreement and/or Financing Agreement;

5.1.2. conclude the Financing Agreement under the general terms and conditions published at [www.Levelcrowd.eu](http://www.Levelcrowd.eu) within 2 month(s) from the conclusion of this Agreement;

5.1.3. not to undertake financial obligations (primarily taking loans or issuing guarantees or establishing collaterals), except for (i) loans from other lenders for granting a loan to the Project Developer set out in Article 1.6, acquiring the shares of the Project Developer, making a contribution towards the share capital and fulfilling other obligations established in the Financing Agreement, (ii) Obligations established in the Financing Agreement and (iii) other obligations undertaken to fulfil the Agreement or the undertaking of which is specified in the information announced to the Lender through the Portal before the conclusion of the Agreement;

5.1.4. if the Project Developer or its shareholders violate the Financing Agreement in a manner that damages the Borrower's interests, apply legal remedies and formation rights according to its own discretion. The Borrower may conclude a legal assistance insurance agreement;

5.1.5. not to distribute profit to the Borrower's shareholders during the validity of the

Agreement;

5.1.6. not to remunerate the Borrower's members of the board;

5.1.7. publish regularly (not less than once a year) information on the Project through the Borrower's user account in the Portal or e-mail;

5.1.8. publish the Borrower's annual report through the Portal within 6 months after the end of the financial year.

## **6. CONFIRMATIONS AND ADDITIONAL OBLIGATIONS OF THE LENDER**

6.1. The Lender shall confirm that:

6.1.1. the Lender has reviewed all terms and conditions of the Agreement before concluding the Agreement and has understood them and undertakes to comply with them;

6.1.2. the Lender is aware of the risks related to the loan given under the Agreement, including the fact that according to the Financing Agreement, the Project Developer or its shareholders shall not be obliged to repay to the Borrower the sum referred to in Article 3.2 (i.e. the total amount lent to the Project Developer and used for acquiring the shares of the Project Developer), pay an interest and/or make other payments, due to which the Borrower might not be able to repay the (entire) Loan Amount and/or pay interest to the Lender. The Lender is aware of the fact that the aforementioned case shall not be considered a violation by the Borrower or a circumstance that is within the Borrower's control and the Lender shall not be entitled to claim the Loan Amount repayment from the Borrower if this would result in Borrower's insolvency (see Article 3.6);

6.1.3. granting the loan and Agreement fulfillment are not in contradiction with any legal act, administrative act or transaction, and granting of the loan does not damage the interests of the Lender's creditors;

6.1.4. the Lender does not grant the loan set out in the Agreement within the framework of its economic or professional activities;

6.1.5. the Lender is not insolvent or declared bankrupt, no bankruptcy petition, warning or any other claim has been submitted against the Lender that could result in Lender's insolvency, and there are no other circumstances that may result in Lender's insolvency;

6.1.6. the Lender is aware of the fact that:

6.1.6.1. the Borrower has been established on the basis of a cooperation agreement concluded between its sole shareholder Levelcrowd OÜ and the Project Developer in order to fulfill the obligations arising therefrom and to raise funds required to finance the Project, and the Project Developer shall pay a fee to Levelcrowd OÜ for that;

6.1.6.2. the Lender shall have no contractual claims against the Project Developer and/or its shareholders, and the Lender shall have contractual relations only with the Borrower;

6.1.6.3. although the Borrower and Levelcrowd OÜ have undertaken all measures within

their capacity to prevent any conflicts of interests between the Project Developer's and Borrower's activities and relations, the occurrence of the conflict of interests is possible. The Lender may not submit claims and waves any claims against the Borrower in relation to the possible conflict of interests. In the event a situation involving a conflict of interests occurs after the conclusion of the Financing Agreement, the Borrower shall act in the Borrower's interests in its relations to the Project Developer.

6.2. Upon the conclusion of the Agreement, the Lender shall be obliged to notify the Borrower of:

6.2.1. any events that influence the Lender's compliance with the terms and conditions of the Agreement;

6.2.2. any circumstance that deteriorates or may deteriorate the Lender's economic situation.

## **7. WITHDRAWAL AND CANCELLATION OF THE AGREEMENT, EARLY REPAYMENT**

7.1. The Borrower shall have the right to withdraw from this Agreement without advance notice within 1 month from the date set out in Article 1.7, including when the Borrower has not received loans in the minimum amount indicated in Article 1.7 (including when the lenders or the Borrower have used the right to withdraw from the loan agreements) or received the agreed payments by that time. The Borrower shall have the right to extend the term set out in Article 1.7 by 2 months, and if the Borrower has not received loans in the minimum amount indicated in Article 1.7 or received the agreed payments by the end of the additional term, the Borrower shall have the right to withdraw from the Agreement according to the procedure described in the previous sentence. The Borrower shall be considered as withdrawn from the Agreement also if the amount deducted from or booked on Lender's Sub-Account for fulfilling the Agreement is repaid to Lender's Sub-Account or released from booking (in such case the Borrower is not required to submit a separate withdrawal application to the Lender).

7.2. A Party shall have the right to withdraw from the Agreement if the Borrower has failed to conclude the Financing Agreement with the Project Developer and/or its shareholders within the period set out in Article 5.1.2, by informing the other Party at least 3 working days in advance.

7.3. A Lender who is a private person may withdraw from the Agreement within 14 calendar days after the conclusion of the Agreement by sending an application for withdrawal by e-mail or by registered mail.

7.4. In the event of withdrawal from the Agreement, the Borrower shall repay the Loan Amount without interest to the Lender within 10 working days.

7.5. If the Financing Agreement has expired for any reason, the Borrower shall have the right to terminate this Agreement by notifying the Lender at least 3 working days in advance. In such case, the Borrower shall make payments to the Lender according to the procedure set out in the last sentence of Article 3.3.

7.6. Upon cancellation of the Agreement for any other reasons than those set out in Article 7.5, the Borrower shall repay to the Lender within 10 working days after the expiry of the

Agreement only the Loan Amount without interest, considering the restrictions set out in Article Error! Reference source not found.. The Lender shall not be entitled to request from the Borrower repayment of the Loan Amount if this would result in Borrower's insolvency (see Article 3.6).

## **8. OTHER CONDITIONS**

8.1. The Lender may cede the claims against the Borrower arising from the Agreement only through the Portal [www.Levelcrowd.eu](http://www.Levelcrowd.eu) operated by Levelcrowd OÜ, under the terms and conditions established by it and to its registered user. The Parties are not allowed to cede the rights and/or obligations arising from the Agreement in any other manner, unless the rights and obligations are ceded according to the general succession principles (including inheritance).

8.2. According to Borrower's best knowledge, the information regarding the Project and Financing Agreement, which the Borrower has disclosed to the Lender before the conclusion of the Agreement is correct, the Borrower has reviewed the Project and has completed a limited due diligence on the Project according to their best knowledge and skills, while not being an expert of the respective field. The Borrower shall not be liable for the correctness or completeness of the information published on the Project by the Borrower or third parties.

8.3. The Parties shall be liable only for the failure to fulfil their obligations arising from the Agreement or inappropriate fulfilment thereof, which is due to gross negligence or intent and are obliged to compensate damages caused to the other Party as a result of the violation. The liability of the Parties is limited to direct material damage.

8.4. Only the Borrower shall be liable to the Lender for the failure to fulfil or substandard fulfilment of the obligations arising from the Agreement. The Lender shall not be entitled to submit and the Lender hereby waives the right to submit claims arising from the Agreement or otherwise related to this Agreement (including claims for damages) on any grounds against the members of the board of the Borrower, Project Developer and/or its shareholders. The Lender shall be obliged to not to interfere, directly or indirectly, in the activities of the Project Developer, including not contact the Project Developer and/or shareholders of the Project Developer.

8.5. The Agreement and information concerning its contents and fulfilment, as well as information exchanged between the Parties on the basis of the Agreement shall be considered confidential and not subject to disclosure to third parties, unless it is related to ceding of a claim according to the procedure established in Article 8.1. A Party shall be obliged to keep the other Party's business secrets. The confidentiality requirement shall not be applicable to disclosure of information to the Parties' auditors, professional legal counsellors, credit and financing institutions as well as to disclosure of information to the Borrower's parent company.

8.6. Hereby the Lender shall give its consent for processing personal data disclosed to the Borrower before the conclusion and during the validity of the Agreement in relation to the fulfilment of the Agreement and agreements referred to therein, including forwarding the data to Borrower's parent company in relation to fulfilling the agreements between the parent company and the Borrower. The Lender shall at any time have the right to request the Borrower to present the personal data that the Borrower and the Borrower's parent company

have on the Lender.

8.7. Legislation of the Republic of Estonia shall apply to this Agreement. If any Agreement clause contradicts with a legal act, it shall not influence the validity of other clauses in the Agreement. The Parties undertake a mutual agreement to replace an invalid clause with a new legal clause, which, when in conformity with the law, would be the most similar to the invalid clause in its meaning, regulation and influence, in order to ensure maximum fulfilment of the economic interests and main goals of the Parties.

8.8. The Parties shall settle the disagreements and disputes arising from the fulfilment of the Agreement first and foremost by negotiations. If settling disagreements by negotiations is impossible, a dispute shall be settled in general court. If the Lender is a legal entity or a private person operating in their economic or professional activities, or a person who after the conclusion of the Agreement has settled in a foreign state, or whose place of business, residence or location is not known at the time of filing the action, the Harju County Court shall be the competent authority to settle the disputes.

8.9. Amendments and supplementations to the Agreement shall enter into force from the moment they are confirmed by both Parties in a format that can be reproduced in writing.

8.10. Notices related to the Agreement shall be made in English at least in a format that can be reproduced in writing and shall be sent:

8.10.1. by e-mail to the address indicated in the Agreement or to the e-mail address notified by a Party to the other Party later, whereas the notice sent by e-mail shall be considered as received from the working day following the day of sending; or

8.10.2. delivered against signature or sent by registered mail to the other Party's address.

8.11. The Agreement shall enter into force from the moment of signing the Agreement by both Parties according to the procedure established by Levelcrowd OÜ and shall expire after the Borrower has fulfilled any and all obligations undertaken with this Agreement.

8.12. The enumeration in the Agreement and section titles are only for the purposes of structuring the Agreement and for facilitating reading, bearing no significance upon interpretation of the Agreement.

8.13. This Agreement is concluded in English and signed by the Parties according to the procedure established by Levelcrowd OÜ. During the validity of the Agreement, the Lender shall have the right to request the Borrower to send the Agreement to the Lender by regular mail at the Borrower's expense.

## **9. CONFIRMATIONS OF THE PARTIES**

Lender:

Borrower: