

Loan agreement

[place] [date]

[name, surname or firm], [identity code or unified registration no.], [address], [for legal entities – legal representative or authorized person], hereinafter – the Lender, on the one hand,

and

[company], [unified registration no.], [address], [for legal entities – legal representative or authorized person], hereinafter – Borrower, on the other hand,

hereinafter in the text each is called separately - Party and both together - Parties,

expressing his free will, without deception, fraud and pressure, concludes an agreement with the following content, hereinafter referred to as the Agreement:

1. Definitions

Unless expressly stated or the context requires otherwise, the terms used in the Agreement shall have the following meanings:

1.1. Loan – funds granted by the Lender to the Borrower within the scope of this Agreement;

1.2. Loan disbursement term – the time period by which the Lender must transfer the Loan to the Borrower;

1.3. Interest - funds that the Borrower pays to the Lender for the use of the Loan, as well as funds that the Borrower pays to the Lender in connection with the delay in the repayment of the Loan and/or interest for the use of the Loan;

1.4. Loan repayment and interest payment schedule – a submitted schedule prepared by the Borrower, which forms an integral part of the Agreement and which determines the amount of money that the Borrower must pay to the Lender as repayment of the Loan, dividing it proportionally over the entire duration of the Agreement, and the payment of interest for the use of the Loan;

1.5. Collateral – movable, immovable property or financial instruments pledged in favor of the Lender to secure its rights arising from the Agreement in case of non-performance or improper performance of the Borrower's obligations arising from the Agreement;

1.6. the singular will (if necessary) also include the plural and vice versa; a noun used in the feminine gender will (if necessary) also include the masculine gender and vice versa; references to annexes and clauses shall be references to annexes and clauses of the Agreement; In cases of contradictions or ambiguities, the verbal expression of the numbers written in the text of the contract will prevail over the numerical (numerical) expression of the numbers.

1.7 Business Day - An officially determined business day (8:00 – 17:00 CET) of the Republic of Latvia;

1.8 Collateral - Pledge rights of the Loan Originator to the real estate, movable property or aggregation

2. Subject of the contract

2.1. By concluding this Agreement, the Lender undertakes to grant the Borrower a Loan of [amount in figures] EUR ([amount in words] euro).

2.2. The deadline for issuing the loan amount is set to [date].

2.3. The loan is granted for the following purpose: [purpose].

3. Interest

3.1. The following Interests are determined for the granted Loan:

1) for the use of the Loan in compliance with the Loan repayment schedule – [interest in numbers] % ([interest in words]) per year of the usable (received and unpaid) amount of the Loan for the actual period of use;

2) for the use of Loan funds, not complying with the Loan repayment and interest payment schedule (by delaying any of the Loan repayments or interest payment terms) – [interest in numbers] % ([interest in words]) per year of the unpaid (overdue) amount for the period of delay.

3.2. The loan amount repayment and interest payment schedule is attached to the Annex to the Agreement. Interest is calculated until the Loan is fully repaid.

4. Collateral

4.1. To ensure the performance of contractual obligations, simultaneously with the signing of the Agreement between the Lender as the pledgee and the Borrower/[firm], [unified registration no.], [address], [for legal entities – legal representative or authorized person] as the mortgagor, a Mortgage Agreement is concluded, which real estate or movable property located at [real estate address], cadastral number: [cadastral number in digits], registered in [name of the land register] in the land register section no. [department number] or movable property registration number, name, technical passport on which the commercial pledge is registered.

4.2. In order to ensure the fulfillment of contractual obligations, at the same time as the signing of the Agreement between the Lender as the pledgee and the Borrower/[firm], {unified registration no.}, [address], [for legal entities – legal representative or authorized person] as the mortgagor, a Commercial Pledge Agreement is concluded, which [name and description of subject of commercial pledge] is pledged.

5. Rights and obligations of the parties

5.1. The Borrower is obliged to use the amount of Loans granted by the Lender for the purpose specified in this Agreement.

5.2. The Borrower is obliged to make the payments specified in the Agreement on time, as well as to satisfy all the Lender's collateral claims.

6. Operation of the contract

6.1. The obligations stipulated in the Agreement come into force upon the signing of the Agreement by authorized representatives of the Parties.

6.2. Loan repayment and interest payment takes place when the Borrower transfers the said payments to the Lender to the Lender's virtual account on the Livonia platform, which the lender can later transfer to his bank account.

6.3. The Agreement shall be deemed fulfilled when the Borrower has paid the Lender the entire amount of interest due to the latter, repaid the entire amount of the Loan received and unpaid, and also cleared all collateral claims of the Lender arising from the Agreement.

6.4. The contract is valid until the full fulfilment of the obligations stipulated in it.

The Borrower, having previously agreed with the Lender in writing, has the right to fulfil his obligations stipulated in the Agreement before the due date without commission, but no sooner than four months after the loan agreement came into force.

6.6. The Lender has the right to demand the performance of the Agreement from the Borrower before the deadline and to sell the collateral if the Borrower does not fulfil any of the obligations mentioned in Clause 6.2 of the Agreement for more than sixty (60) days. If the borrower delays the monthly payment to the lender, then the borrower pays the lender 0.005% interest per day. The lender has the right to terminate the contract with the borrower only after 60 days if it delays payments.

7. Applicable law and dispute resolution procedure

7.1. This Agreement has been drawn up and the applicable laws and regulations of the Republic of Latvia are applicable to it.

7.2. All disputes and disagreements that arise or may arise during the execution of the Agreement or in connection with it, shall be resolved through mutual negotiations, but if no agreement is reached within 30 (thirty) days, the disputes shall be considered by the court in accordance with the laws and regulations of the Republic of Latvia.

8. Other provisions

8.1. The Parties confirm that they understand the content and meaning of the Agreement, that they recognize the Agreement as correct, mutually beneficial, and at the same time declare that it was concluded voluntarily, without deception and pressure on each other, fully and comprehensively respecting the will and interests of both Parties.

8.2. All amendments or additions to the Agreement must be made in writing and attached to the Agreement as appendices, which, after being signed by both Parties, become integral parts of the Agreement.

8.3. Upon the conclusion of the Agreement, any prior agreements of the Parties, whether written or oral, relating to the subject matter of this Agreement shall become null and void and shall not be observed.

8.4. If one of the provisions of the Agreement becomes invalid, it does not affect the validity of the other provisions of the Agreement.

8.5. In addition to the Agreement, the Parties undertake to sign other necessary documents and take all actions that are reasonable and necessary to facilitate the proper execution of the Agreement, the achievement of its purpose and the realization of the rights of the Parties.

8.6. The Agreement is binding on the Parties, their authorized persons, as well as successors of rights and obligations. If the signatory of this Agreement at the time of its conclusion was not authorized to represent the Party whose representative he pretends to be, then he assumes all obligations from the signed Agreement as a natural person and is responsible for their fulfillment with all his property.

8.7. The names of the chapters in the Agreement are used only for convenience and for this reason do not affect the explanation of its content.

8.8. All notifications and claims related to the execution of this Agreement must be submitted in writing to the other Party at the address indicated in the preamble of this Agreement, and they are considered received:

8.8.1. if they are sent by registered mail, then on the 10th working day after the day of sending;

8.8.2. if they are handed over personally against a signature, then on the day they are delivered to the recipient's address.

8.9. The parties undertake to immediately notify each other of changes in their location, representative, bank details and other relevant information that may affect the proper execution of the Agreement. The parties assume full responsibility for failure to fulfill this obligation in a timely manner.

8.10. The Agreement, the content of its provisions, as well as all information disclosed by the Parties to each other for the purpose of drawing up and executing this Agreement, shall be considered confidential and shall not be disclosed to third parties without the prior written consent of the other Party, except for the cases provided for by regulatory acts.

8.11. The Agreement is drawn up on [number of pages in numbers] ([number of pages in words]) pages in English [number of copies in numbers] ([number of copies in words]) in copies, one for each of the Parties.

Signatures and details of the parties:

Lender:

[firm or natural person]

Unified reg. No. or

Personal code

VAT Reg. No.

Address:

Tel./Fax:

Borrower

[company]

Unified reg. No.

VAT Reg. No.

Address:

Tel./Fax:

Account no.

Bank:

Code: