

DEBT RECOVERY PROCEDURE FOR BUSINESS LOANS

This Debt Recovery Procedure of Bendras finansavimas UAB, legal entity registration number 303259527 (hereinafter referred to as "SAVY") shall set out the measures applied by SAVY in respect of the borrowers who fail to perform their obligations in due time (have debts).

Borrowers shall receive an invoice on the first days of the month, which they must pay by the 5th, 15th, or 25th of the month (depending on the specific payment schedule). If the Borrower (hereinafter referred to as the "Customer") fails to fulfil his obligations on time, the following debt administration actions shall be carried out in the following order:

1. SAVY shall remind the Customer **about the upcoming instalment payment date via SMS**. The Customer shall be informed that the 5th, 15th, 25th day of the month (depending on what is indicated in the Customer's specific payment schedule) is the last date for payment of the instalment.
2. SAVY shall inform **by e-mail** that default interest is charged and in case of further delay in fulfilling its obligations, the Customer's data shall be placed in the system of the credit bureau Creditinfo Lietuva UAB / Scorify UAB.
3. A SAVY **employee shall make a call** to remind the Customer once again about the unpaid amount.
4. SAVY shall send an **SMS message** urging you to pay the fee as soon as possible and avoid recovery actions.
5. SAVY shall send a **warning by e-mail** regarding the registration of the debt in the database of Creditinfo Lietuva UAB/Scorify UAB and the intention to transfer the administration of the debt to debt collection department of SAVY.
6. If the Customer fails to perform his obligations for 40-45 days, in order to prevent the customer from taking on more financial obligations, the information about the debt shall be registered in the database of Creditinfo Lietuva UAB/Scorify UAB.
7. In case of non-fulfilment of the terms of the loan agreement, SAVY shall send the Customer a notice regarding the termination of the loan agreement, which includes a 14-day deadline to cover the resulting debt. The notification shall be sent by e-mail, as well as by registered mail to all available addresses.
8. If the Customer fails to eliminate the breach within the 14-day period specified in the notice, it shall be considered that the Customer has materially breached the contract, SAVY shall initiate the termination of the loan contract.
9. If the Customer has issued a promissory note to SAVY, SAVY shall send the customer a demand for the payment of the simple non-protestable promissory note, if the debt is not paid, a notice for the payment of the simple non-protestable promissory note shall be sent and it shall be indicated that the notary shall be contacted for the issuance of an executive record. In the absence of the possibility to fully satisfy the amount of the obligation according to the signed promissory note, SAVY shall apply to the court according to the surety agreement signed with the Customer for the award of the remaining part of the debt.
10. In each specific case, when making a decision on the means and method of debt recovery from the Customer, SAVY shall evaluate all the relevant circumstances, including, but not limited to, the Customer's intentions to act in good faith in order to fulfil obligations to investors, the expected scope of fulfilling obligations, objective opportunities to properly continue obligations to investors, the economic situation and other circumstances.
11. SAVY shall initiate termination of the contract with non-paying Customers after 4-6 unpaid instalments according to the loan payment schedule. If the Customer fails to make all payments or when the payments are insufficient, SAVY shall be entitled to initiate the termination of the contract even after 4 unpaid instalments (material breach of the contract, i.e. non-fulfilment or improper fulfilment of the customer's obligations under the contract for more than 90 days).
12. SAVY shall seek to ensure that obligations to investors are fulfilled in the most efficient and cost-effective way in the best interest of the Customer. In order to achieve the afore-mentioned goal, SAVY shall be entitled to conduct negotiations with the Customer regarding the procedure, terms and conditions for the fulfilment of unfulfilled obligations.
13. If all opportunities to agree with the Customer on the terms and conditions of fulfilment of the obligations have been exhausted or there are other circumstances that make it possible to conclude that the obligations shall not be fulfilled, SAVY shall initiate a forced debt collection procedure, applying to a notary public for the issuance of a writ of execution, as well as to the court for a decision by awarding the debt and applies to the bailiff for the initiation of the forced debt recovery process.

14. If the Customer violates the contract, in accordance with the Mortgage/Pledge Agreement, in addition to the debt administration actions specified in paragraphs 1-8 above, SAVY shall additionally notify the Customer of the breach of the contract and sets a deadline of at least 30 days to eliminate the breach of the contract. If the Customer has not eliminated the breach within the deadline specified in the notice, it shall be considered that the Customer has materially breached violated the contract, SAVY shall repeatedly inform the Customer about the breach of the contract and set a deadline of at least 30 days to eliminate the breach of the contract. If the customer does not correct the violation within the deadline specified in the repeated notification, the contract shall be considered as terminated without a separate notice.

15. In case of a mortgage/pledge, if the Customer fails to fulfil his obligations within the set notice period, SAVY shall apply to the notary public for execution of a writ of execution, as provided for in Article 4.192 of the Civil Code of the Republic of Lithuania. A writ of execution made by a notary public shall constitute an executive document which, immediately after its receipt, shall be submitted to the bailiff for execution in accordance with the procedure established by the Code of Civil Procedure of the Republic of Lithuania. The writ of execution shall be submitted to the bailiff and the forced debt recovery process shall start.