

LOAN AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is dated 4 April 2023 and is made between:

DLM Holdings JV, UAB, a private limited liability company established under the laws of the Republic of Lithuania, legal entity code 306236964, with its registered address at Konstitucijos pr. 21A, LT-08130 Vilnius, the Republic of Lithuania (the “**Borrower**”), represented by Šarūnas Alekna acting in accordance with the articles of association of the Borrower,

and

UAB “Nuoma ir kapitalas”, a private limited liability company established under the laws of the Republic of Lithuania, legal entity code 305635024, with its registered address at Panerių str. 45-100, Vilnius, the Republic of Lithuania (the “**Lender**”), represented by Justas Veršnickas acting in accordance with the articles of association of the Lender,

Borrower and Lender shall hereinafter be together referred to as the “**Parties**”.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in Lithuania.

“**Loan**” means a loan of EUR 1,900,000 (one million nine hundred thousand euros) granted by the Lender to the Borrower under the terms of the Agreement.

“**Subscription and Rollover Agreement**” means the Subscription and Rollover Agreement relating to DLM Holdings JV, UAB and DLM Holdings, UAB to be signed, inter alios, by and between the Parties on or around 4 April 2023.

2. THE FACILITY

2.1. Subject to the terms of this Agreement, the Lender makes available to the Borrower the Loan.

3. CONDITIONS OF DISBURSEMENT

3.1. The Lender shall disburse the Loan to the Borrower within 3 (three) Business Days following the signature by both Parties of this Agreement.

4. UTILISATION

4.1. Subject to the terms and conditions of this Agreement, the Lender shall disburse the Loan by paying it in full amount into the Borrower's bank account. The Borrower's account number is [REDACTED], the Borrower's bank is [REDACTED].

4.2. All or part of Loan may be disbursed to the Borrower by JUSTAS VERŠNICKAS a citizen of the Republic of Lithuania, personal code [REDACTED] on behalf of the Lender and such disbursement shall mean that the Loan is duly disbursed by the Lender to the Borrower.

5. REPAYMENT

5.1. Subject to Section 5.2 below, the Borrower shall repay the Loan to the Lender's bank account not later than within 6 (six) months after the signing of this Agreement. The account number of the Lender shall be [REDACTED], the bank shall be [REDACTED].

5.2. The Loan shall not mature and subsequently the Lender shall have no right to demand repayment of the Loan, and the Borrower shall be under no obligation to make any repayment pursuant to Section 5.1 above, prior to the expiry of the Certain Funds Period provided that, in the event that the Effective Date occurs, the Loan may be repaid before or after Second Completion by way of set-off against the Lithuanian Shareholder Subscription Amount (in each case, as defined in the Subscription and Rollover Agreement) pursuant to the terms of the Subscription and Rollover Agreement.

5.3. Subject to Section 5.2 above, until the Loan is fully repaid, the Borrower may prepay the whole or any part of the Loan without any prior notice. In addition, if the Borrower chooses to repay the

Loan early in full, no early repayment charge will apply.

5.4. Subject to Section 5.2 above, the Loan may also be repaid to the Lender by capitalisation through an increase in the capital of the Borrower (debt-to-equity swap), through an agreement of the Parties.

5.5. No interest or fees shall be charged on the Loan.

6. PAYMENT MECHANICS

6.1. Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not). During any extension of the due date for payment of any principal or unpaid amount under this Agreement interest is payable on the principal or unpaid sum at the rate payable on the original due date.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1. Each Party hereby represents and warrants to the other Party that:

- a) the Party has taken all legal steps necessary for the proper formation, validity and performance of the Agreement and does not require any authorization or consent other than that already obtained;
- b) in entering into the Agreement or performing its obligations, the Party will not violate any laws, rules, regulations, ordinances, obligations, contracts or material agreements binding on it;
- c) the Agreement constitutes a valid, legal and binding obligation of the Party, the performance of which may be required by the terms of the Agreement;
- d) no action, suit or proceeding has been brought against the Party and, to the knowledge of the Party concerned, no such action or proceeding is threatened against the Party which may affect the validity of this Agreement or the performance of the obligations assumed under the Agreement.

8. NOTICES

8.1. All notices and other communications in connection with this Agreement shall be given or confirmed in writing or by e-mail by one party to the other at the address specified in beginning of the Agreement or such other addresses as may from time to time be substituted therefor by written notice by one party to the other.

8.2. Notices sent by e-mail shall be deemed to be received on the Business Day following the day they are transmitted and if sent by post shall be deemed to be received (3) (three) Business Days after they are put in the post by airmail, postage prepaid and properly addressed to the addressee.

9. VALIDITY AND AMENDMENT OF THE AGREEMENT

9.1. If a court or other authority of competent jurisdiction determines that any term of the Agreement is invalid in whole or in part or otherwise inapplicable, but would be valid and enforceable if properly modified, then such term shall be enforced with such modification as may be necessary to make it valid and enforceable. If such clause cannot be so modified, its invalidity or non-applicability shall not affect or adversely affect the validity or applicability of the remainder of the Agreement.

9.2. All amendments, supplements and addenda to the Agreement shall be valid only if in writing and duly signed by the Parties.

9.3. The provisions of the Agreement which are expressly or impliedly intended to survive the termination or expiry of the Agreement, in whole or in part, shall continue to be valid and binding on the Parties.

10. GOVERNING LAW AND JURISDICTION

10.1. This Agreement is governed by and shall be construed in accordance with laws of the Republic of Lithuania without reference to its rules and principles on the conflict of laws.

10.2. The Parties undertake to use their best efforts to resolve any disagreements or disputes arising

out of or relating to this Agreement through amicable negotiations. Any dispute, controversy or claim arising out of or relating to this Agreement or any breach, termination or invalidity thereof shall be settled by arbitration in Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. The number of arbitrators shall be 3. The place of arbitration shall be Vilnius. The language of arbitration shall be English.

- 10.3. The award of the Vilnius Court of Commercial Arbitration shall be final and binding upon the Parties and shall not be subject to appeal. Under any conditions, no Party shall have the right to resort to any laws or circumstances that would provide such Party with immunity from arbitration or enforcement of the award. The arbitration procedure as well as any award shall be subject to confidentiality obligations upon the Parties, the arbitrators and Vilnius Court of Commercial Arbitration.
- 10.4. The laws of the Republic of Lithuania shall be applied to interpretation of this arbitration stipulation (clause) and the questions of its scope of application, validity and invalidity.

11. SIGNATURES

THE BORROWER



THE LENDER

