Hire-Purchase Agreement

Valid from 01.09.2026

GENERAL CONDITIONS

These general conditions (hereinafter *General Conditions*) for the hire-purchase agreement shall form an integral part of the hire-purchase agreement concluded between the Buyer and the Seller (hereinafter *Agreement*). The Agreement shall consist of the Special Conditions agreed upon between the Parties, the General Conditions, the Payment Schedule, and other Annexes, including any further changes and additions to be introduced in the future. In case of a conflict between the Special Conditions and the General Conditions of the Agreement, the Special Conditions of the Agreement shall be applied.

1. TERMS AND DEFINITIONS OF THE AGREEMENT

1.1. Unless otherwise stipulated in the Agreement or evident from the spirit of the Agreement, the terms used in the Agreement shall bear the following meaning:

1.2. Down Payment is the first payment made by the Buyer to the Seller or the Factor under the Special Conditions and on the basis of the Payment Schedule for acquisition of the Goods.

1.3. The Factor is a person to whom the Seller has assigned the financial claim arising from the Agreement against the Buyer, and who administers the claim arising from the Agreement on behalf of the Seller and exercises all rights arising from the claim (including the right of collection).

1.4. The Management Fee is the fee payable by the Buyer to the Factor for the management of the Agreement. If it is specifically agreed upon in the Special Conditions of the Agreement that the Agreement includes insurance against the financial losses of the Factor, a fee of 8% of the amount of the monthly repayment of the amount of credit and interest shall be added for the additional management of the Agreement. The amount of the Management Fee is fixed in the Special Conditions of the Agreement.

1.5. Interest is the fee paid by the Buyer to the Factor under the Agreement and on the basis of the Payment Schedule for use of the Credit Amount and for the deferring of the Agreement Fee to be paid for concluding the Agreement (if not paid on the day of concluding the Agreement). Interest shall be calculated from and subject to payment from the date of entry into the Agreement (included) until the Payment Due Date of the last Instalment (excluded) in accordance with the Payment Schedule under the Agreement. Daily Interest is the Interest calculated per day upon withdrawal from the Agreement (applicable in cases where the Buyer withdraws from the Agreement).

1.6. Goods are movables (including all accessories, things, equipment required for use and additional equipment as well as technical and warranty documents) which have been specified in the Special Conditions and which are to be transferred by the Seller to the Buyer, or a service to be provided by the Seller to the Buyer.

1.7. Cost of Goods or Net Price of Goods is the purchase price of the Goods, plus the value added tax imposed in accordance with the Value Added Tax Act.

1.8. Terms and Conditions of Insurance are the terms and conditions of loan insurance. The Terms and Conditions of Insurance form an Annex to the Agreement if insurance is separately agreed upon in the Special Conditions of the Agreement.

1.9. Total Cost of Credit is the total amount of payments to be made by the Buyer for repayment of the Credit Amount and the costs arising from the use of the Credit Amount, consisting of the Credit Amount, Interest, Agreement Fee, Management Fee, and other fees which are to be paid by the Buyer in connection with the Agreement and which can be determined by the Seller and/or the Factor at the time of entry into the Agreement. The calculation of the Total Cost of Credit shall be governed by the assumptions set forth in clause 1.10 of the Agreement.

1.10. The Annual Percentage Rate of Charge is the total cost of use of the Credit Amount for the Buyer (Interest, Management Fee, and other fees which are to be paid by the Buyer in connection with the Agreement and which are known to the Seller and/or the Factor at the time of entry into the Agreement), expressed as an annual percentage rate of the Credit Amount, and calculated based on the assumption that the Agreement will remain valid for the agreed period of time and that the Buyer will fulfil their obligations under the conditions and by the term set forth in the Agreement. Any costs and fees that cannot be determined by the Seller and/or the Factor at the time of entry into the Agreement, as well as the costs and fees to be paid by the Buyer upon breach of Agreement shall not be taken into account upon calculation of the Annual Percentage Rate of Charge. The Annual Percentage Rate of Charge has been presented for information purposes, is based on the preconditions established in the Agreement, and shall have no bearing on the obligations arising from the Agreement and payable amounts. The calculation of the Annual Percentage Rate of Charge shall be governed by the formula established by the Minister of Finance of the Republic of Estonia, with the result rounded off to two digits after the decimal point.

1.11. The Credit Amount is the consumer credit (hire-purchase) which is provided to the Buyer for the acquisition of Goods and which the Buyer undertakes to return/repay Credit Amount Repayments together with the accessory expenses under the terms and conditions set forth in the Agreement to the Factor, instead of the Seller.

1.12. Credit Amount Repayments are the payments to be made by the Buyer to the Factor under the Payment Schedule for the acquisition of the Goods, with the Interest and other fees stipulated in the Agreement added thereof.

1.13. The Parties to the Agreement are the Seller, the Buyer, and the Factor.

1.14. The Agreement Fee is the service charge to be paid each time by the Buyer for the preparation, conclusion and/or amendment of the Agreement. The Agreement Fee payable for the conclusion of the Agreement shall be established in the Special Conditions of the Agreement.

1.15. Payment Schedule is the schedule of payment for the amounts arising from the Agreement.

1.16. Payment Due Date is the date established in the Payment Schedule and/or on the basis of the Agreement, by which the payment arising from the Agreement to be made by the Buyer shall be transferred to the Factor's bank account.

1.17. Instalments are the periodical (monthly, unless otherwise agreed) payments to be made by the Buyer to the Factor for acquisition of the Goods, consisting, among other things, of the Credit Amount Repayments, Interest, Management Fee, and other fees payable by the Buyer in connection with the Agreement.

1.18. Fine for Delay is the interest payable by the Buyer for delay of fulfilment of a financial obligation in the rate agreed in the Special Conditions of the Agreement.

2. CONTENTS OF THE AGREEMENT

2.1. With the Agreement, the Seller undertakes to sell the Goods to the Buyer under the terms and conditions of the Agreement, and the Buyer undertakes to pay the Factor for the Goods under the terms and conditions set forth in the Payment Schedule.

2.2. The Agreement shall be treated as a financing and credit agreement, under which the Seller and the Factor undertake to finance the Buyer within extent of the Credit Amount, and the Buyer undertakes to repay the Credit Amount, together with the accumulated Interest and accessory expenses to the Factor, instead of the Buyer, in accordance with the terms and conditions set forth in the Agreement.

2.3. The right of ownership of the Goods shall be transferred from the Seller to the Buyer upon complete fulfilment of all obligations arising from the Agreement (including payment of the Instalments) by the Buyer, except for the Goods to be entered in the register, the ownership to which shall be transferred to the Buyer after the conclusion of the Agreement.

2.4. In addition to this Agreement, the sales of Goods shall be governed by the Seller's supplementary conditions insofar as these do not contradict the Agreement.

2.5. The Buyer confirms being aware that the Seller has assigned to the Factor all requirements arising from the Agreement, including any claims against the Buyer for payment of the Instalments and other payments arising from the Agreement as well as collateral claims (above all, the fine for delay, and claims for compensation of damage arising from breach of the payment obligation). The Buyer is aware that the payments to be made under the Agreement shall only be considered as having been paid upon their payment to the Factor.

2.6. The Agreement includes the Factor's insurance against financial loss, which reimburses the damages incurred as a result of the Buyer's declining financial situation on the basis of the Terms and Conditions of Insurance, if it has been agreed separately in the Special Conditions of the Agreement.

3. DELIVERY OF GOODS

3.1. The Seller shall transfer direct possession of the Goods to the Buyer at the Seller's place of business or, in case of a distance Agreement, at the location of the Seller or the Buyer, as agreed between the Parties to the Agreement, immediately after the payment of the First Instalment and the Agreement Fee (if the Agreement Fee for concluding the Agreement is paid on the day of concluding the Agreement).

3.2. Together with the Goods, the Seller undertakes to deliver to the Buyer all documents accompanying the Goods, the user manual for the Goods (in Estonian) as well as other accessories, and inform the Buyer of the appropriate use of the Goods, if necessary. Where a warranty is provided for the Goods, the Seller undertakes to deliver to the Buyer, together with the Goods, the warranty documents accompanying the Goods (including the warranty conditions).

3.3. Upon receipt of the Goods, the Buyer is obliged to immediately inspect the Goods in order to determine their compliance and discover potential deficiencies, and to make sure that the Goods are intact and can be used purposefully.

3.4. The risk of accidental loss of or damage to the Goods shall be transferred to the Buyer from the moment of the acceptance of the Goods, with the Buyer taking responsibility for the maintenance and preservation of the Goods and bearing any expenses related to the maintenance, preservation and use of the Goods.

3.5. Any destruction of, loss of or damage to the Goods (for reasons beyond the control of the Buyer) shall have no bearing on the Buyer's obligation to make the payments arising from the Agreement to the Factor under the Payment Schedule.

4. PAYMENTS AND INTEREST

4.1. Unless otherwise agreed in the Special Conditions, the Buyer shall make the Down Payment and pay the Seller or the Factor the Agreement Fee for the conclusion of the Agreement on the day of conclusion of the Agreement.

4.2. The Buyer undertakes to make Instalments to the Factor in accordance with the Payment Schedule for the entire term of the Agreement. The Buyer shall have the right to demand from the Factor the presentation of the Payment Schedule free of charge at any time during the validity of the Agreement.

4.3. Among other things, the Buyer shall pay Interest to the Factor as a part of the Instalment on each Payment Date, with the interest calculated on the outstanding Credit Amount, which is fixed at the beginning of each Interest calculation period, or on the Credit Amount (as agreed in the Special Conditions of the Agreement) and outstanding Agreement Fee (if the Agreement Fee for concluding the Agreement is not paid on the day of concluding the Agreement). Interest Rate and the manner of calculating the Interest are fixed in the Special Conditions of the Agreement. Until the first Payment Due Date for repayment of the Credit Amount, Interest shall be calculated based on the actual number of days per month and a 360-day year. Thereafter, Interest shall be calculated based on a 30-day month and a 360-day year. Interest shall be calculated and paid from the day of entry into the Agreement until (excluding) the last Payment Due Date for repayment of the Credit Amount under the Payment Schedule.

4.4. If the Buyer wishes to order from the Factor operations not specified in the Agreement (for example, introduction of amendments in the Agreement), the Buyer undertakes to pay to the Factor the Agreement Fee or another fee in accordance with the Factor's price list, or, upon the agreement of the Buyer and the Factor, another service charge.

4.5. For payment of the amounts arising from the Agreement, the Factor shall send the Buyer an invoice to the Buyer's email address specified in the Agreement, or, if the Buyer so desires, a hard copy of the invoice to the Buyer's address specified in the Agreement. If the Buyer wishes to receive from the Factor a hard-copy invoice for payment of the amounts arising from the Agreement, the Buyer undertakes to pay to the Factor the corresponding fee (hard-copy invoice fee) for each delivery in accordance with the Factor's price list. Failure to receive the invoice shall not affect the Buyer's obligation to make the payments arising from the Agreement to the Factor in accordance with the Payment Schedule.

SIGNATURE OF THE SELLER'S REPRESENTATIVE	SIGNATURE OF THE BUYER

4.6. If the Buyer fails to make the Instalment or pay any other amount arising from the Agreement by the Payment Due Date, the Factor shall have the right to demand from the Buyer a Fine for Delay, which is calculated on the outstanding debt amount in accordance with the stipulations of the Special Conditions of the Agreement, from the day following the Payment Due Date until appropriate fulfilment of the obligation. No Late Interest shall be calculated on outstanding Interest and the Late Interest.
4.7. Should the amounts paid by the Buyer prove insufficient for the fulfilment of the Buyer's obligations, the collection costs of the debt shall be deemed as paid in the first order, repayments of the Credit Amount in the second order, Interest due in the third order, and the Fine for Delay, the penalties arising from the Agreement, and other fees and compensation of damage thereafter.
4.8. If the Buyer fails to pay the amounts arising from the Agreement in a timely manner, the Factor shall have the right to demand from the Buyer compensation for the expenses incurred for the collection of the debt (i.e. the debt processing fee) in accordance with the rate(s) established in the Factor's price list and/or the actual costs incurred by the Factor (the fees charged by the collection service provider and/or legal costs and/or enforcement agent's fees).
4.9. Where the payment due date for an amount payable under the Agreement has not been fixed in the Payment Schedule and/or the Agreement, the amount shall be paid by the payment due date established by the Factor in the invoice.
4.10. All payments arising from the Agreement (except for the Agreement Fee for the conclusion of the Agreement, if the Buyer pays it on the day the Agreement is concluded, and the Down Payment) shall be paid to the Factor's account specified in the Special Conditions of the Agreement, and shall be considered as paid upon transfer of the corresponding amount to the aforementioned Factor's account. The Factor shall inform the Buyer of any changes in the account information, as well as of other details required for the effecting of the payment.
4.11. The Seller and the Factor hereby warn the Buyer that any failure to pay the amounts arising from the Agreement could have serious consequences for the Buyer (including the obligation to pay a Fine for Delay, premature termination of the Agreement, return of the Goods and the potential obligation to compensate for the Credit Amount, with deductions made under the Agreement). This in turn, may complicate the Buyer's credit funding in the future.

5. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES AND THE FACTOR

5.1. The Buyer undertakes to use the Goods in a diligent, sustainable and prudent manner for the purposes set forth in the technical documentation of the Goods and in accordance with the requirements established by the manufacturer of the Goods and the Seller for technical maintenance, use and exploitation of the Goods.
5.2. The Buyer undertakes to ensure, during the validity of the Agreement until appropriate fulfilment of all obligations arising from the Agreement, the preservation of the condition of the Goods at the time of delivery of the Goods to the Buyer, considering the normal wear and tear conditioned by the purposeful use of the Goods.
5.3. The Buyer shall not be entitled, during the validity of the Agreement, to transfer the Goods or dispose of the Goods in any other manner, including to pledge or encumber the Goods with any rights of third parties.
5.4. The Buyer shall not have the right, without the Factor's previous written consent, to assign the rights and obligations arising from the Agreement to third parties, or to offset the claims arising from the Agreement.
5.5. The Seller undertakes to fulfil all obligations arising from the warranty, the Agreement or the law with regard to the Goods in accordance with the requirements stipulated in the warranty documents of the Goods and the Agreement (including the obligations arising from non-compliance of the Goods with the terms and conditions of the Agreement), and the Buyer shall have the right to demand the fulfilment of the corresponding obligation by the Seller. If the Seller is in breach of the Agreement – above all, if the Goods do not comply with the terms and conditions of the Agreement – the Buyer may file claims under the Agreement or the law only against the Seller. The Buyer is obliged to notify the Seller of any non-compliance of the Goods with the terms and conditions of the Agreement within two months after learning of the non-compliance. The Seller's failure to fulfil or appropriately fulfil the obligations with respect to the Goods shall have no bearing on the Buyer's obligation to make the payments arising from the Agreement to the Factor in accordance with the Payment Schedule.
5.6. The Factor shall have the right to assign the claims arising from the Agreement against the Buyer. The Factor undertakes to notify the Buyer of the assignment of the claim pursuant to the procedure provided in the legal acts.

6. THE BUYER'S CONFIRMATIONS AND OBLIGATION TO INFORM

6.1. By signing the Agreement, the Buyer shall confirm the following:
6.1.1. they have active legal capacity as well as the authorisation to enter into and perform this Agreement;
6.1.2. there are no restrictions which prevent or may prevent them from entering into the Agreement or serve as the basis for premature termination or cancellation of the Agreement;
6.1.3. no bankruptcy or execution proceedings have been initiated against them, and they are not aware of any circumstances which could lead to the initiation of such proceedings in the future;
6.1.4. the Buyer shall guarantee fulfilment of the obligations assumed under the Agreement with all of their property or any future property that the Buyer may acquire;
6.1.5. the information (including the financial information on the Buyer) and other materials and documentation submitted by the Buyer are correct and complete;
6.1.6. the Goods have been chosen by the Buyer;
6.1.7. they have been informed and fully recognise the risks involved with the financing of the acquisition of the Goods by the Seller and the Factor as well as the use of the Credit Amount; the Credit Amount corresponds to the credit interest, need, and financial position of the Buyer;
6.1.8. they recognise that the Seller has assigned all claims arising from the Agreement to the Factor, and undertakes to fulfil the payment obligations arising from the Agreement to the Factor pursuant to the procedure and by the terms set forth in the Agreement and the Payment Schedule;
6.1.9. they are aware that, notwithstanding the assignment of the claims to Factor, the Seller is responsible for the conformity of the Goods and that all notices of defects in the Goods shall be submitted to the Seller and that Factor shall not be liable for either the defects or the transmission of the notices.
6.2. The Buyer undertakes to inform the Factor within five (5) calendar days of the following:
6.2.1. the Buyer's place of residence / contact address (including email address), communication numbers change;
6.2.2. an insolvency petition or an application for analogous proceedings (including insolvency or court proceedings instituted, appointment of a trustee in insolvency proceedings) is filed with the court by the Buyer or by a third part or the third parties in respect of the Buyer;
6.2.3. occurrence of other significant events that may hinder the appropriate performance of the Buyer's obligations arising from the Agreement, or render it impossible;
6.2.4. any breach of Agreement on behalf of the Seller; any loss of, damage to, or partial or full destruction of the Goods.
6.3. The Buyer is obliged, during the validity of the Agreement, to submit to the Factor, immediately upon the Factor's request, the documents regarding the Buyer's solvency and other information (e.g. pay slip, account statement, etc.).

7. LIABILITY AND PENALTY ARISING FROM THE AGREEMENT

7.1. The Buyer shall be fully and unconditionally liable for the preservation and maintenance of the Goods from the moment of acceptance of the Goods until the expiry or termination of the Agreement. The loss of possession of, destruction of, loss of or damage to the Goods or a similar event shall not exempt the Buyer from their liability and the fulfilment of the obligations arising from the Agreement.
7.2. If the Seller fails to fulfil the obligation of delivery of the Goods, or if the Goods do not comply with the agreed conditions and the Seller has unjustifiably refused to satisfy the Buyer's legal remedies, the Buyer may refuse to fulfil their obligations to the Factor. The precondition for the exercise of this right is the unjustifiable refusal on behalf of the Seller to serve the legal remedy or remedies applied by the Buyer, as well as the evidence provided by the Buyer to the Factor in writing and/or in a format which can be reproduced in writing with regard to the existence of such circumstances.
7.3. In case of breach of an obligation arising from the Agreement other than a payment obligation on behalf of the Buyer, the Factor shall have the right to demand from the Buyer a penalty arising from the Agreement in the amount of up to 5% (five per cent) of the outstanding Credit Amount as at the moment of the breach of the Agreement, unless the breach is corrected within a reasonable period of time established by the Factor.
7.4. The payment of a penalty arising from the Agreement shall not exempt the Buyer from the fulfilment of the breached obligation or any other obligations arising from the Agreement, and does not deprive the Factor of the right to prematurely terminate the Agreement on the basis provided in the Agreement or by law.

8. AMENDMENT, EXPIRY AND PREMATURE TERMINATION OF THE AGREEMENT

8.1. Any amendments, additions, and changes in the Agreement shall be prepared in writing. The Factor (as the Seller's representative) and the Buyer shall have the right to agree, without the Seller's separate consent, on any amendment of the Agreement with regard to the exercise of the right of claim arising from the Agreement assigned to the Factor.
8.2. The Factor reserves the right to unilaterally modify the Price List and/or the Agreement and/or the General Conditions and/or the Terms and Conditions of Insurance. The Factor shall notify the Buyer of such changes at least two (2) months before the entry into force of the respective changes, unless otherwise provided by law. In the event of disagreement with the new conditions, the Buyer shall have the right to terminate the Agreement immediately by giving written notice to the Factor within the aforementioned period and by performing all their obligations under the Agreement.
8.3. The period of notice set out in clause 8.2 shall not apply if the change is caused by a reduction in the price of the services included in the Price List or the addition of new services to the Price List, or by a change in other terms and conditions of the Agreement (e.g. Special Conditions, General Conditions, Terms and Conditions of Insurance) that is more favourable to the Buyer.
8.4. The Agreement shall lapse upon expiry of the Agreement, when all obligations arising from the Agreement have been appropriately fulfilled. Upon expiry of the Agreement, the right of ownership of the Goods shall be transferred to the Buyer. The right of ownership of the Goods shall not be transferred to the Buyer if the Buyer has any arrears before the Factor.
8.5. The Buyer shall have the right to withdraw from the Agreement, without providing a reason thereof, within 14 (fourteen) days after entry into the Agreement. To withdraw from the contract of sale, the Buyer shall submit a withdrawal application to the Seller, and to withdraw only from the credit agreement, to the Factor, at the postal or email address specified in the Agreement. The application for withdrawal can also be submitted in the LHV internet bank or mobile app by using the withdrawal function located under the agreements' details. Upon withdrawal, the Buyer shall act as follows:
8.5.1. In case of withdrawal from the contract of sale, the Buyer shall return the Goods to the Seller (fully intact and in the original packaging), or compensate the value of the Goods. Pursuant to the valid legal acts, the Seller shall have the right, where the Buyer withdraws from the Agreement, to demand compensation for the impairment of the Goods, service used by the Buyer, etc. The Buyer shall be responsible for any impairment of Goods, if this is conditioned by the use of the Goods in a manner which is not required for ascertaining the nature, characteristics and functioning of the Goods. In order to ascertain the nature, characteristics, and functioning of the Goods, the Buyer undertakes to handle and inspect the Goods only in a manner which would be allowed in any shop or store. Where the Buyer withdraws from the contract of sale, the Buyer shall also be considered as withdrawn from the consumer credit agreement.
8.5.2. Upon withdrawal from the consumer credit contract, the Buyer shall repay/return to the Factor the used part of the Credit Amount as well as Interest for the period from the use of the Credit Amount to full repayment of the Credit Amount within 30 (thirty) calendar days after submission of the application for withdrawal. Otherwise, it shall be considered that the Buyer has not withdrawn from the Agreement. If the Buyer withdraws from the contract of sale and returns the Goods, and is considered as withdrawn from the credit agreement, the Seller shall repay/return the used Credit Amount to the Factor on behalf of the Buyer (at the expense of the sales price of the Goods to be returned).
8.6. The Buyer shall bear the costs related to the withdrawal from the Agreement, and is obliged to compensate to the Seller the standard costs related to the return of the Goods, considering the mandatory restrictions established by law.
8.7. In case of breach of Agreement by the Seller, the Buyer shall be entitled to apply the legal remedies stipulated in legal acts (above all, the Law of Obligations Act). Where

SIGNATURE OF THE SELLER'S REPRESENTATIVE	SIGNATURE OF THE BUYER

the Seller is in breach of the Agreement, the Buyer shall not have the right to refuse to fulfil their obligations to the Factor, unless otherwise provided in the Agreement and in the event of the circumstances provided by legal acts. Where the Buyer has the right, provided by legal acts, to cancel the service provision Agreement concluded for the performance of ongoing/recurring operations (including a health service Agreement), the Buyer is obliged to continue payment for the services rendered prior to the cancellation, but is not obliged, after the cancellation of the Agreement, to pay for services not yet rendered by the Seller, and shall have the right to request from the Factor (as the representative of the Seller) the cancellation of the last Credit Amount Repayments payable under the Agreement and the Payment Schedule in the amount which corresponds to value of services not yet rendered, with the costs incurred by the Seller for the provision of the service deducted thereof.

8.8. The Factor (as the Seller's representative) shall have the right to prematurely terminate the Agreement without any advance notice if:

8.8.1. the Buyer has submitted false information in the application for the conclusion of the Agreement or in other documents submitted to the Seller and/or the Factor, or has failed to submit information concerning their activities or legal status, which significantly affects the performance of the obligations arising from the Agreement;

8.8.2. the Buyer fails to make the First Instalment or to pay the Agreement Fee in a timely manner (if the Agreement Fee for concluding the Agreement was to be paid by the Buyer on the day of concluding the Agreement);

8.8.3. the Buyer partially or completely delays payment of the Instalment for three (3) consecutive times, and fails to eliminate the breach within the 14 (fourteen) day additional term given by the Factor;

8.8.4. the Buyer has breached an obligation under the law or the Agreement, the strict observance of which is a precondition for the continuation of the Buyer's interest in the performance of the Agreement. Such obligations include, in particular:

8.8.4.1. providing complete and accurate information to the Seller and/or the Factor for identification purposes;

8.8.4.2. providing, at the request of the Factor, and within a reasonable period of time set by the latter, information (including information on beneficial owner, transactions, and economic activities) and documents proving the lawfulness of the origin of its activities, funds or other assets or other information and documents necessary for the application of due diligence measures by the Buyer;

8.8.4.3. if the Factor suspects the Buyer or a person associated with the Buyer of money laundering or terrorist financing if the Buyer is or has been involved in money laundering, terrorist financing or the violation or evasion of the Sanctions, based on reliable and independent sources or internal information of the Factor.

8.9. If the Factor cancels the Agreement under clause 8.8 of the Agreement, the Seller shall have the right to cancel the service Agreement associated with the Agreement, concluded for the performance of ongoing/recurring operations.

8.10. In case of cancellation or premature termination of the Agreement, the Instalments made by the Buyer during the validity of the Agreement or other amounts paid under the Agreement shall not be returned or otherwise compensated to the Buyer. In the event of cancellation of the Agreement, the Seller and/or Factor shall have the right to demand the returning of the Goods from the Buyer (including returning the ownership to the Goods, if the ownership of Goods has been transferred to the Buyer) to ensure that the Seller and/or the Factor can realise the Goods, and from the sales proceeds of Goods, perform the payment obligation of the Buyer, arising from the Agreement. Realisation of the Goods by the Seller and/or Factor shall not release the Buyer from the obligation to perform their obligations arising from the Agreement (including the payment obligations).

8.11. The Buyer shall have the right to partially or completely fulfil the obligations arising from the Agreement prematurely, by submitting to the Factor the corresponding application, and paying to the factor the unreturned Credit Amount or a portion thereof and the outstanding Agreement Fee to be paid for concluding the Agreement. If the Buyer fails to submit the above declaration of intention to the Factor, any amounts prematurely paid by the Buyer shall be considered as an advance payment. If the Buyer exercises the right referred to in this clause, the Factor has the right to claim reasonable compensation in the amount directly or indirectly related to the premature payment of the Credit Amount or its parts at the rate provided in the price list, although the amount of compensation may not exceed that which is prescribed in the Law of Obligations Act.

9. CONFIDENTIALITY OBLIGATION AND PROCESSING OF PERSONAL DATA

9.1. The Seller and/or the Factor shall have the right to provide information about the Buyer, the terms and conditions of the Agreement, and the performance of the Agreement (including non-performance of the Agreement) to the following persons:

9.1.1. the Seller and/or the Factor and their group companies, staff members and service providers, including companies or individuals who render debt collection services to the Seller and/or the Factor;

9.1.2. advisers or auditors of the Seller and/or the Factor, Creditinfo Eesti AS and the registrar of the payment default register;

9.1.3. the Factor's creditors who have provided financial resources for the purpose of financing the Agreement;

9.1.4. persons to whom the Seller and/or the Factor intends to or is planning to transfer or assign the rights, obligations or claims arising from the Agreement;

9.1.5. the providers of monitoring or similar services to the Seller and/or the Factor;

9.1.6. the insurer referred to in the Terms and Conditions of Insurance, if insurance has been agreed upon separately in the Special Conditions of the Agreement;

9.1.7. persons whose right to receive information arises from the current legislation of the Republic of Estonia.

9.2. By entering into the Agreement, the Buyer confirms to the Seller and to the Factor that they are aware that the processing of personal data concerning the Buyer for the purpose of performance of the Agreement shall be carried out in accordance with the terms and conditions of the Agreement and the Factor's 'Principles of Processing Customer Data', which are available on the Factor's website (www.lhv.ee).

10. EXCHANGE OF NOTICES

10.1. Any notices submitted to the other Party and/or the Factor under the Agreement shall be prepared in writing or in a format which can be reproduced in writing (i.e. communicated by email or fax). A notice shall be prepared in writing in the cases set forth in the Agreement.

10.2. Notices prepared in writing shall be considered as having been received by the other Party and/or the Factor if delivered against signature or sent via a post office by registered mail to the Party's and/or the Factor's address specified in the Agreement, and five (5) calendar days have passed since the posting. A notice which has been digitally signed by the Party and/or the Factor and sent to the email address of the Party and/or the Factor specified in the Agreement shall be considered as having been received by the Party and/or the Factor on the working day following the day of dispatch.

10.3. If a Party and/or the Factor has changed their address, fax number or email address during the validity of the Agreement, and has failed to inform the other Party and/or the Factor thereof, the notice shall be considered as having been received by the Party and/or the Factor if sent to the address specified in the Agreement. Any notices regarding breach of, withdrawal from and/or cancellation of the Agreement shall be submitted in writing (except for notices of obligations, which may be submitted in a format which can be reproduced in writing).

11. DOCUMENTS OF THE AGREEMENT

11.1. The Special Conditions, General Conditions of the Agreement, Payment Schedule(s), and other additions, amendments, and Annexes to the Agreement shall form an integral part of the Agreement.

11.2. The General Conditions of the Agreement shall be valid insofar as they do not contradict the Special Conditions of the Agreement. In case of discrepancies between the Special Conditions of the Agreement and the General Conditions, the terms and conditions agreed in the Special Conditions of the Agreement shall prevail.

12. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

12.1. This Agreement (including the entry into, performance of and any disputes arising from the Agreement) shall be governed by the laws of the Republic of Estonia.

12.2. Any disputes arising between the Buyer and/or the Seller and/or the Factor within the framework of the Agreement shall be solved by way of negotiation.

12.3. If the Parties fail to reach an agreement by way of negotiation, the dispute shall be settled by the courts of the Republic of Estonia (including if the Buyer relocates to, after entry into the Agreement, a foreign country or transfers their place of business or place of residence to a foreign country, or if the place of business or residence is not known at the time of submission of the claim).

12.5. For out-of-court settlement of the dispute, the Buyer may also apply to the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority (address: Endla 10A, 10112 Tallinn, phone: 372 66 72 000, email: info@ttja.ee, website: www.ttja.ee).

12.6. Information on customer complaint handling is available on the Factor's website at www.lhv.ee.

12.7. Supervision over the activities of the Factor shall be performed by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, phone: 372 66 80 500, email: info@fi.ee, website: www.fi.ee).

SIGNATURE OF THE SELLER'S REPRESENTATIVE	SIGNATURE OF THE BUYER