

## ON-LINE SERVICES AGREEMENT No. CW3.1.-525/17

SIA CREFO RATING (reg.No.40003807493) represented by its member of the board Māris Baidekalns, acting pursuant to the statutes, hereinafter referred to as the Executor, on the one hand and BALTPOOL UAB (reg.nr. 302464881), represented by CEO Andrius Smaliukas, acting pursuant to the statutes, hereinafter referred to as the Customer, on the other hand, hereinafter both collectively or each one individually referred to as the Parties, sign the following agreement (hereinafter referred to as Agreement):

### 1. General provisions

- 1.1. The EXECUTOR provides the CUSTOMER with information and data processing services on the on-line credit management system CrediWeb (www.crediweb.lv).
- 1.2. The scope of the on-line services available, as well as administration / management tools provided is defined by this Agreement, selected subscription package and CrediWeb Terms and Conditions.
- 1.3. The scope of the services available for individual users is set by the Customer through the administration / management tools provided.
- 1.4. This Agreement applies to all services available on-line.

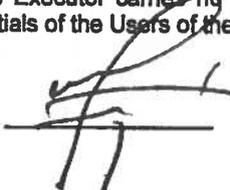
### 2. Users, Administrators and Responsible persons

- 2.1. *Login credentials* within the scope of this agreement are any data units, tools and resources (username, password, defined IP addresses and security certificates), which are used by Customer to identify itself and its users, and access the system.
- 2.2. The User within the scope of this agreement is an employee or representative of the Customer, authorized by the Customer to use the on-line services and who has been assigned CrediWeb login credentials to.
- 2.3. The Administrator within the scope of this agreement is a User authorized by the Customer to:
  - 2.3.1. use any of the on-line services available to the Customer;
  - 2.3.2. add new Users;
  - 2.3.3. delete the existing Users;
  - 2.3.4. modify the scope of the services and data available to the Users;
  - 2.3.5. modify the login credentials of the Users;
  - 2.3.6. modify the data registered in the Users' profiles;
  - 2.3.7. set up the ACL based on IP addresses of the Users;
  - 2.3.8. monitor and review any activities performed by the Users, within the scope of the technical abilities of the tools of management / administration;
- 2.4. Both parties authorize their representatives (Responsible persons) who will implement routine communication regarding this Agreement. The Party shall be considered informed if the notification is sent via e-mail or fax to the Responsible person of the Party.
- 2.5. Responsible person of the Executor is .. .. .
- 2.6. responsible person of the Customer is .
- 2.7. By signing this Agreement the Responsible person of the Customer is granted the permissions of the Administrator.
- 2.8. The Customer is obliged to inform the Executor immediately in case of the change of the Administrator or Responsible person.

### 3. The protection of the Information

- 3.1. The Customer is obliged to ensure that orders can be placed and services accessed only by explicitly authorized persons. If the Customer authorizes more than one individual User to access the system, it is his duty to provide that each individual uses unique credentials.
- 3.2. When adding new User, the Customer should provide sufficient data to allow for exact identification of an individual. The limitations and restrictions on this data is enforced by the Executor through the registration form. The Customer is responsible that every user agrees with their personal data processing by the Executor.
- 3.3. If the Customer is under reasonable doubt that unauthorized employee or any unauthorized third person may have the access to the credentials as described in 2.1. the Customer should modify these credentials and inform the Executor of the circumstances immediately.
- 3.4. If the Customer has lost the login credentials, it shall be immediately reported to the Executor via e-mail at office@creforating.lv.
- 3.5. The Executor carries no responsibility for any unauthorized use and misuse of the system if done with the credentials of the Users of the Customer. The Customer shall be held liable for any losses and damages incurred.

EXECUTOR



CUSTOMER



- 3.6. The Executor retains the rights to perform unilateral modification of the credentials of the Users, informing the Users affected after such modification has been made and requesting immediate modification of the credentials.
- 3.7. The Customer has the right to provide the identification of the IP addresses, which will be used for ACL enforcement purposes. The Executor ensures that the system can be accessed by the Users of the Customer only from the IP addresses registered with AC.
- 3.8. The IP addresses or the ranges of IP addresses given by the Customer should provide for the error prone identification of a unique computer or private network, excluding public DHCP segments. Otherwise the Executor retains the rights to consider that the access is allowed from any IP address.

#### 4. Warranties and liability

- 4.1. The Customer bears full responsibility to inform the authorized Users about the terms and conditions of placing and order for and the usage of the services.
- 4.2. The Customer bears full responsibility for any order made and service used, which was made by the credentials of the Users of the Customer and where such record exists in the IS of the Executor.
- 4.3. The Executor shall not be held liable for the damages incurred to the Customer by the neglect or the act beyond the level of authorization of the employee of the Customer or if the Customer has failed to comply with the requirements laid out in 4.2.
- 4.4. If due to technical problems or other reasons beyond reasonable control of the Executor the Customer is unable to access the services on-line, the Customer within the limits of possibility is entitled to use other communication channels for placing an order and usage of the services.
- 4.5. Information received from crediweb.lv is for informative purposes only and has no legal grounds. The Executor is not responsible for actions and decisions made by the user based on information received from CrediWeb.

#### 5. The usage and the processing of the information

- 5.1. The Customer is entitled to print out and save the information received on-line without limitations as well as keep its own registry of orders placed and information received.
  - 5.2. It is considered that the Customer has received the information on-line as soon as the request of the Customer has been processed and the ordered information has been made available on or sent from the web server of the Executor disregarding whether it has been printed or saved or not. The Executor is not obliged to provide the Customer with subsequent response to the original request. The same principle applies to the requests for reports. The exception is the cases where such subsequent responses are required by the special agreements or by law.
  - 5.3. It is considered that the Executor has received the information on-line as soon as the request of the Customer has been processed and registered on the web server of the Executor. The Customer is not obliged to provide the Executor with the repeated subsequent request. The exception is the cases where such repeated subsequent request is required by the special agreements or by law.
  - 5.4. The Customer agrees that the records related to the services ordered and used on-line are being stored and processed for the purposes of the accounting and settlements. The parties agree that the electronic records of the Executor are to be considered the only register of orders placed and services used on-line.
  - 5.5. The parties assume full individual responsibility for compliance with legislation in force, including but not limited to the Personal Data Protection Law while carrying out responsibilities laid out in this Agreement.
  - 5.6. The Customer shall refer to the CrediWeb when received information is made available to third parties.
- Further usage of the information for commercial purposes is allowed only with prior written consent of the Executor.

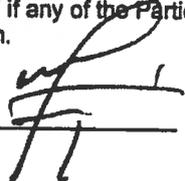
#### 6. Settlements

- 6.1. The remuneration payments for the services ordered and received on-line is to be made according to the chosen subscription package defined in the Annex No.1 based on the invoice.
- 6.2. Services received out of the scope of chosen subscription package shall be invoiced separately.
- 6.3. The payments shall be made pursuant the invoices issued and electronically signed by the Executor within 7 days from the sending day on the Customer's e-mail: info@baitpool.lt. The payments shall be made by transfer to the Executor's bank account stated in the invoice.
- 6.4. Payments made for the services not used in full are not refundable.

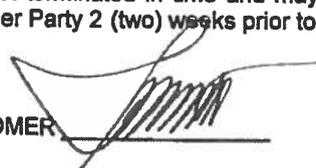
#### 7. Other provisions

- 7.1. The Executor is entitled to block the access to the CrediWeb and immediately and unilaterally terminate the Agreement, if the Customer breaches the Agreement or performed illegal activities while using CrediWeb. The duty of the Customer to pay for the services received and damages caused does not lose the validity under these circumstances.
- 7.2. The Parties shall consider the contents of this Agreement to be confidential and ensure that their employees comply with the same. The parties are allowed to disclose the fact of mutual cooperation.
- 7.3. If any disputes or disagreements between the parties should arise about the Agreement or its accomplishment, the Parties shall give their best effort to resolve them by the means of negotiations. If the agreement cannot be achieved by the means of the negotiations, the dispute shall be settled in the courts of the Republic of Latvia in the accordance with the effective regulatory enactments.
- 7.4. The Agreement comes into force from the date of signing. The Agreement is not terminated in time and may be terminated if any of the Parties makes the notification of such intent known to other Party 2 (two) weeks prior to the termination.

EXECUTOR



CUSTOMER



7.5. The appendixes and amendments to this Agreement can be concluded in the writing. These appendixes and amendments becomes the inalienable component to the Agreement from the date of the signing.  
7.6. The Agreement is drawn up in English in two copies, 1 (one) copy is held by each of the Parties.

**8. Parties**

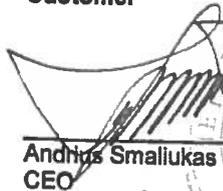
- 8.1. **Executor:** SIA "CREFO Rating", Skanstes street 52, Riga, Latvia, LV-1013, VAT Reg.No.40003807493, AS "Swedbank", SWIFT HABA LV 22, account No. LV11HABA0551012600895;  
8.2. **Customer:** UAB "BALTPOOL", A. Juozapavičiaus g., LT-09311, Vilņa, Lietuva, PVN maks.Nr. LT100005058214, Nordea Bank AB Lithuania Branch, Swift kods NDEALT2X, konta nr. LT97 2140 0300 0243 1534

**Executor**

  
Māris Baldekalns  
Member of the board  
17. February, 2017

Responsible person:  
Taťjana Morozova, tel. 67501335

**Customer**

  
Andrius Smaliukas  
CEO  
15. February, 2017

Responsible person:  
Jānis Krastiņš, tel. 26337209