

## ANNEX SURETY AGREEMENT

### 1. SPECIFIC TERMS

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- 1.1. Date of concluding the surety agreement: [\*]
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- 1.2. Surety 1: Founder ID
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- Surety 2: Founder ID
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- Surety 3: Founder ID
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- 1.3. Principal Obligor: [\*], registry code [\*], address [\*], e-mail: [\*], representative [\*]
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- 1.4. Security Agent: Scramble OÜ, registry code [\*], address [\*], e-mail: [\*], representative [\*]
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- 1.5. Secured Loans: any and all financing agreements concluded by the Principal Obligor via the website [www.scrambleup.com](http://www.scrambleup.com) (hereinafter the Platform):
- Assignment Agreement No. \_\_\_\_\_
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- 1.6. Maximum Liability Amount:
- 1.6.1. Surety Option: [\*]% of the Loan Principal Amount, in accordance with clause 3.10.
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- 1.6.2. Surety 1: [\*] EUR
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- 1.6.3. Surety 2: [\*] EUR
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- 1.6.4. Surety 3: [\*] EUR
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- 1.6.5. Term for repayment of Maximum Liability Amount: [\*] years as of the date of concluding the surety agreement specified in clause 1.1.
- Term for repayment of Maximum Liability Amount: immediate / equal installments over a period of five (5) years
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- 1.7. Term of the Agreement: [\*] years as of the date of concluding the surety agreement specified in clause 1.1.

### 2. AGREEMENT, ITS ENTRY INTO FORCE AND VALIDITY

- 2.1. By approving the terms and conditions of this surety agreement (hereinafter the **Agreement**) the Surety undertakes to be liable for the obligations of the Principal Obligor arising from the Secured Loans as specified in the Agreement. The liabilities of the Surety arising from the Agreement enter into force and become binding on the Surety at the moment the Surety signs the Agreement. The obligations and liabilities of the multiple Sureties under this clause are joint and several, and each Surety hereby acknowledges and accepts such joint and several liability and further acknowledges and agrees that the joint and several liabilities of Sureties under the provisions of this clause shall be primary and direct liabilities and not secondary liabilities.
- 2.2. The Security Agent shall approve the Agreement via the relevant application/functionality of the Platform. The approval by the Security Agent or its absence does not affect the liability of the Surety under the Agreement.

- 2.3. The Agreement is entered into for a term specified in clause 1.7 and the Surety is not entitled to cancel the Agreement prematurely. The Agreement shall be considered to be terminated prematurely when (i) all the obligations arising from the Secured Loans and from the Agreement, for which is the Surety liable under the Agreement, have been duly and entirely fulfilled or (ii) if the obligations arising from the Secured Loans shall be transferred to a third person and the Surety has not consented to be liable for the new obligor.

### **3. SCOPE OF THE SURETY'S LIABILITY**

- 3.1. The Surety is jointly and severally with the Principal Obligor personally liable for all the Principal Obligor's obligations arising from the Secured Loans.
- 3.2. The Surety is liable for the obligations secured by the suretyship in full, *inter alia*, for the following obligations and consequences:
- 3.2.1. repayments of the principal loan amount, payments of interest and any other payments and accessory obligations (*inter alia*, the payments for reimbursing any expenses) payable under the Secured Loans;
  - 3.2.2. any and all obligations resulting from a breach of the Secured Loans, *inter alia*, the default interest, contractual penalty and compensation for damage;
  - 3.2.3. any and all obligations and expenses arising from the cancellation of (in Estonian: *ülesütlemine*), withdrawal from (in Estonian: *taganemine*) or invalidity of (in Estonian: *kehtetus, sh tühisus ja tühistamine*) the Secured Loans, *inter alia*, obligations and expenses under § 189 of the Law of Obligations Act of Estonia;
  - 3.2.4. any and all expenses and costs resulting from the collection of the claims arising from the Secured Loans from the Principal Obligor, *inter alia*, the costs of legal aid and any procedural expenses, if the Surety had been notified of the intention to collect on time and therefore the Surety could have avoided the costs and expenses.
- 3.3. The Security Agent can at its sole discretion and at any point in time waive partially or in full any of the monetary obligations of the Surety under this Agreement.
- 3.4. If the Security Agent and the Surety agree in writing on a repayment schedule, and If the Surety in accordance to that schedule makes repayment of principal loan amount and pays all accrued interest as specified in 3.2.1 within the 60 calendar months after the Secured Loans specified in 1.5 were concluded, then the Security Agent shall waive the following monetary obligations of the Surety:
- 3.4.1. repayments of the accessory obligations (*inter alia*, the payments for reimbursing any expenses) payable under the Secured Loans;
  - 3.4.2. any and all obligations resulting from a breach of the Secured Loans, *inter alia*, the default interest, contractual penalty and compensation for damage;
  - 3.4.3. any and all obligations and expenses arising from the cancellation of (in Estonian: *ülesütlemine*), withdrawal from (in Estonian: *taganemine*) or invalidity of (in Estonian: *kehtetus, sh tühisus ja tühistamine*) the Secured Loans, *inter alia*, obligations and expenses under § 189 of the Law of Obligations Act of Estonia;
  - 3.4.4. any and all expenses and costs resulting from the collection of the claims arising from the Secured Loans from the Principal Obligor, *inter alia*, the costs of legal aid and any procedural expenses, if the Surety had been notified of the intention to collect on time and therefore the Surety could have avoided the costs and expenses.

- 3.5. If the Principal Obligor and the Security Agent or the lender(s) of the Secured Loans agree that the Principal Obligor owes the obligations arising from the Secured Loans under the acknowledgement of obligation (in Estonian: *võlatunnistus*) or if the Principal Obligor recognizes the obligations in any other manner, *inter alia* by way of compromise, then the Surety is liable for the Principal Obligor's obligations under the acknowledgement of obligation or recognition of the obligations in any other manner to the extent that the acknowledgement of obligation or recognition of the obligations covers the obligations specified in clause 3.2.
- 3.6. If the Security Agent or the lender(s) assign any of the claims arising from the Secured Loans to a third person, then the Surety is also liable to the acquirer of the claim to the extent of the assigned claim.
- 3.7. The expiry or termination of the Secured Loans does not affect the Surety's liability for the obligations specified in the Agreement.
- 3.8. The Surety is liable for the obligations under the Agreement with all their existing and future assets.
- 3.9. The purpose of the Agreement is also to provide security to the Security Agent and the lenders of the Secured Loans for the occasion that a defense is set up by the Principal Obligor. This means, *inter alia*, that the Surety is not entitled to set up a defense concerning termination or reduction of the obligation of the Principal Obligor in the case of insolvency or liquidation, reorganization, or bankruptcy proceedings of the Principal Obligor.
- 3.10. The maximum amount of each Surety's monetary liability for the suretyship under the Agreement is specified in clause 1.6 (Maximum Liability Amount). There are three options of the suretyship:
- 3.10.1. 40% of the Loan Principal Amount: The Surety has personal liability for 40% of the Loan Principal Amount for the Principal Obligor's obligations arising from the Secured Loans. An immediate repayment obligation is triggered by the financial insolvency or cessation of operations of the Principal Obligor.
- 3.10.2. 10% of the Loan Principal Amount: The Surety has personal liability for 10% of the Loan Principal Amount for the Principal Obligor's obligations arising from the Secured Loans. Repayment obligation is triggered by the financial insolvency or cessation of operations of the Principal Obligor and is extended up to five years, divided into equal portions. A fee of 1% of the Loan Principal Amount applies to this option.
- 3.10.3. 0% of the Loan Principal Amount: The Surety has no personal liability for the Principal Obligor's obligations arising from the Secured Loans. This option is available for a fee of 4% of the Loan Principal Amount.
- 3.11. All payments made by Sureties under clause 3.10 are directed to a Contingency Fund maintained by Scramble as specified in *Scramble General Terms of Using the Platform*.
- 3.12. The Maximum Liability Amount does not restrict in any way the claims of the Security Agent and the lenders of the Secured Loans arising from the breach of the Surety's obligations. *Inter alia*, in case of breaching the Agreement, the Surety is liable for the default interest and damages under the Agreement even if these claims exceed the Maximum Liability Amount specified in clause 1.6.

#### **4. PERFORMANCE OF THE SURETY'S OBLIGATIONS**

- 4.1. The Surety shall pay all the monetary obligations secured by the suretyship established by the Agreement, that have become collectible, immediately as of receiving the respective claim from the Security Agent in a format reproducible in writing via the Platform.

- 4.2. The Security Agent has the right to make monetary claims both partially or in full of Maximum Liability Amount as specified in clause 1.6 for each Surety respectively, and to all Sureties jointly or to any of the Sureties separately.

## 5. PAYMENTS

- 5.1. All payments specified in the Agreement (*inter alia*, the payments by the Surety to perform the Principle Obligor's obligations under the suretyship established in the Agreement) shall be made via virtual accounts in the Platform opened in the name of the payer and the payee respectively (hereinafter the **Virtual Account**) pursuant to *Scramble General Terms of Using the Platform* until the respective parties are registered users of the Platform. To make payments (*inter alia*, the payments by the Surety to perform the Principle Obligor's obligations under the suretyship established in the Agreement), the Surety issues an irrevocable authorization to the Security Agent as the operator of the Platform to debit the amount specified in the Agreement to the extent and at the time specified in the Agreement from the Surety's Virtual Account and credit the Security Agent's Virtual Account in the same amount. The payment shall be deemed to be made when the Security Agent's Virtual Account is credited.
- 5.2. The Surety shall ensure that there are sufficient available funds in its Virtual Account for making payments pursuant to the Agreement at the time and to the extent specified in the Agreement.
- 5.3. If there are insufficient funds in the Surety's Virtual Account for making payments under the Agreement which have become collectible (*inter alia*, payments under different surety agreements), the payments shall be made in the order in which the obligations become collectible. If there are insufficient funds in the Surety's Virtual Account for making payments arising from multiple obligations which have become collectible simultaneously (*inter alia*, payments under different surety agreements), payments related to repayment of contribution to a Recovery Fund shall be made first, interest payments second, payments related to the principal obligation third, and contractual penalties shall be made last.
- 5.4. If the Surety is no longer a registered user of the Platform, then the payments specified in the Agreement shall be made via the current accounts of the Surety and the Security Agent. The order of payments specified in clause 5.3 also applies to payments made via current account.

## 6. THE SURETY'S ADDITIONAL OBLIGATIONS AND CONFIRMATIONS

- 6.1. The Surety shall inform the Security Agent no later than within 5 days of any events that influence the performance of the terms and conditions of the Agreement by the Surety and/or may result in a breach of any obligations specified in the Agreement, *inter alia*, if a bankruptcy warning or petition is submitted in respect of the Surety or if the Surety submits a reorganization petition.
- 6.2. The Surety confirms that:
- 6.2.1. it has acquainted itself with all the terms and conditions of the Agreement before concluding the Agreement, understands them and undertakes to perform them;
  - 6.2.2. it has the right to conclude the Agreement and performing the Agreement does not conflict with any legislation, administrative act or transaction, and that the establishment of the suretyship does not damage the interests of the Surety's creditors;
  - 6.2.3. the Surety's obligations arising from the Agreement rank *pari passu* with all other Surety's obligations towards any third parties owed at and following the time of concluding the Agreement, except (i) if the obligations arising from the Agreement are subordinated to other obligations pursuant to the Agreement; (ii) if legislation stipulates that other obligations should take precedence, or (iii) if other obligations are subordinated to the obligations arising from the Agreement;

- 6.2.4. the Surety is not insolvent, the Surety has not been declared bankrupt, and a bankruptcy petition or warning or any other petition that could result in the Surety's insolvency has not been submitted, and no other circumstances have occurred that could bring about the Surety's insolvency or impede the Surety's ability to duly perform its obligations arising from the Agreement.
- 6.3. The Surety undertakes not to claim from the Principal Obligor recourse/reimbursement of the payments made to the Security Agent for performing the obligations of the Principal Obligor and warrants that the Principal Obligor is not obligated to reimburse the payments made by the Surety to the Beneficiary for performing the obligations of the Principal Obligor, until all the monetary obligations of the Principal Obligor arising from any financing agreements concluded and guarantees granted via the Platform have been fully performed.

## **7. MICELLANEOUS**

- 7.1. Amendments to and supplements of the Agreement shall enter into force as of being approved by the parties in a format that can be reproduced in writing. For the sake of clarity, the Agreement cannot be amended or supplemented by the Surety without the Beneficiary's consent.
- 7.2. Terms used in the Agreement which begin with capital letters shall have the meaning attributed to those terms in the text of the Agreement (including in the specific terms).
- 7.3. Notices related to the Agreement shall be formalized in English, at least in the format that can be reproduced in writing and:
- 7.3.1. sent through the Platform, whereas the notice sent through the Platform shall be deemed to be received on the business day following the day of sending; or
- 7.3.2. sent by e-mail to the address specified in the Agreement or to the e-mail address stated later by a party to the other parties, whereas the notice sent by e-mail shall be deemed to be received on the business day following the day of sending; or
- 7.3.3. delivered against a signature or sent by registered mail to the address of the other party.

The party shall notify the other party about changes to its contact details within 3 business days at the latest. In case the parties are registered users of the Platform, it is sufficient to notify about changes in the contact details by way of changing the respective details in the Platform and the Security Agent has the right to provide the contact details of the Surety to the lenders of the Secured Loans.

- 7.4. The Agreement, information regarding its contents and performance, as well as information disclosed between parties pursuant to the Agreement is confidential and shall not be disclosed to third parties by the parties. Each party shall keep the other parties' business secrets. The confidentiality requirement does not apply to disclosing information to auditors and professional legal advisors of the parties, and to credit and financing institutions, as well as disclosing information to the lenders of the Secured Loans and the Principal Obligor.
- 7.5. The Agreement shall be governed by the law of the Republic of Estonia. Contradiction of a provision of the Agreement with applicable law shall not influence the validity of the rest of the provisions of the Agreement. The parties shall, by way of mutual agreement, replace the invalid provision by a new, lawful provision, which, in compliance with the law, would be the most similar to the invalid provision in its purpose, regulation and influence, in order to ensure the achievement of the economic interests and main targets of the parties to the maximum extent.

- 7.6. The parties shall settle disagreements and disputes arising from the performance of the Agreement, above all, by negotiations. In case settling the disagreements by negotiations is not possible, the dispute shall be resolved in court. In case (i) the Surety is a natural person acting within its economic and professional activities, or (ii) the defendant is a person, who has moved to live abroad after the conclusion of the Agreement or whose place of business, place of residence or location is unknown at the time of filing the action, the Harju County Court shall be competent to resolve the disputes.
- 7.7. The Agreement has been prepared in English and approved by the Surety and the Security Agent in accordance with the procedure established on the Platform.

**8. APPROVING THE AGREEMENT**

**The Surety has signed the Agreement digitally and the Security Agent has approved the Agreement via the relevant application/functionality of the Platform.**