

General Terms and Conditions of PC Holding UAB

Creation Date: 19 April 2023

Last Revision Date: 25 September 2023

These General Terms and Conditions (hereinafter referred to as the "GTCs") govern the contractual relationship between the users of the platform (hereinafter referred to as the "Registered Users") and PC Holding UAB, a company incorporated under the laws of Lithuania, with its registered office at Žalgirio av. 90, LT-09303, Vilnius, Lithuania, registered with the Lithuanian Business Register (Real Property Register) under number 1098-4004-9045:0110 (hereinafter referred to as the "Company"). The GTCs define the respective rights and obligations of the Company and the Registered Users.

The Company offers access to the online platform available at the following link: app.prop.com (hereinafter the "Platform"). The Platform enables Registered Users to invest in Securitized Debt Notes issued by The Securitization Special Purpose Vehicle, pursuant to an Agreement between the two entities. PC Holding UAB acts as a facilitator of the Platform and is not involved in the issuance of securities. The Securitization Special Purpose Vehicle is a 100% subsidiary of PC Holding UAB.

The relations between the Company and the Registered Users are subject to the laws and regulations in force in Lithuania, any customs generally applicable and followed in Lithuania, and any applicable professional rules, as the case may be. Where relevant, depending on the Registered User's place of residence and nationality, as well as the place of execution of operations, additional foreign legal and/or regulatory provisions or customs may be applicable and applied to the relationship between the Company and the Registered User.

The Company is a registered Virtual Currency and Exchange Operator and Depository Virtual Currency Wallet Operator with the Register of Legal Entities of Lithuania and is supervised by Financial Crime Investigation Service (FCIS) and the Bank of Lithuania (BoL).

The Company provides these services: a) the exchange between virtual assets and fiat currencies; b) the exchange between one or more forms of virtual assets; c) transfer of virtual assets; d) safekeeping and/or administration of virtual assets or instruments enabling control over virtual assets; e) participation in and provision of financial services related to an issuer's offer and/or sale of a virtual asset.

The Company has received confirmation that it is exempted from regulation covering regulated financial instruments (MiFID2) under the intragroup exemption. The Company is not a credit institution.

By accessing, using, or attempting to use the Platform in any capacity, you acknowledge that you have read, understood, and agreed to be bound by these GTCs, as well as the following Ancillary Policies, which form an integral part of these GTCs:

- Privacy Policy
- Risk Disclaimer
- Fee Schedule
- AML Policies
- And any other publicly made available policy relating to the use of the Prop.com platform

These documents can be found on our website at www.prop.com or on any other subdomains of prop.com. If you do not agree, do not access the Platform or utilize its services.

In the event of any conflict between these Terms of Conditions (GTCs) and any other Ancillary Policies listed above, the GTCs shall always prevail.

The General Terms and Conditions (GTCs) govern the contractual relationship between the Company (PC Holding UAB) and the Registered User. These GTCs are applicable to all services provided by the Company on the Platform. Once you agree with the Terms of Use and verify your account according to all applicable regulations you become a user.

Separate documentation, such as subscription agreements, will be signed by the Company and the Registered Users for the purchase of Securitized Debt Notes. It is important to note that these GTCs do not govern the rights and obligations of Registered Users arising from any purchase/sale contracts related to the Securitized Debt Notes.

The current version of the GTCs can always be viewed and downloaded from the following website www.prop.com

By successfully registering on the Platform, each Registered User acknowledges and accepts the GTCs as legally binding. As long as you agree to and comply with these GTCs, the Company grants to you a personal, non-exclusive, non-transferable, non-sublicensable and limited right to enter and use the Platform.

The Company has full discretion regarding the opening of an account for a specific user. If the Company declines to open the account for whatever reason, the Company is not required to provide any explanation to the user.

Risk Warning: Investing in securitized debt notes carries inherent risks, including market fluctuations and the potential for economic losses. By using the Platform, you acknowledge and agree that you are aware of these risks and assume all responsibility for any risks or adverse outcomes associated with your investments. Please refer to our General Risk Warning at www.prop.com for more information.

Arbitration and Class Action Waiver: These GTCs contain an arbitration provision that requires all disputes to be resolved through legally binding arbitration. The terms of the arbitration provision are set forth in Article 10, "Resolving Disputes: Forum, Arbitration, Class Action Waiver."

Registered Users may obtain a hard copy of these GTCs upon request addressed to the Company.

In the event of any regulatory changes that would impact the Company's business operations and services accessible via the Platform, the Company reserves the right to amend the Platform and its services.

1. Definitions

For the purposes of the GTCs, in addition to the terms directly defined in the text, the following definitions and explanations apply:

AML Law: the Law of the Republic of Lithuania on the Prevention of Money Laundering and Terrorist Financing, called VIII-275 Republic of Lithuania Law on the Prevention of Money Laundering and Terrorist Financing.

AML-CTF: anti-money laundering and counter-terrorist financing.

Data Protection Framework: the General Data Protection Regulation (EU) 2016/679 as well as the Law of the Republic of Lithuania on Legal Protection of Personal Data, as amended.

Issuer: A 100% subsidiary of PC Holding UAB, called the Securitization Special Purpose Vehicle.

Securitized Debt Notes: the securitized debt notes issued by the Issuer. These notes are legal instruments that evidence the Issuer's obligation to pay back a specific amount to the note holder, along with any agreed-upon interest or other financial terms.

Platform: a platform through which Registered Users can subscribe to the securitized debt notes and access the Wallet provided by a third-party service provider. In order to use the services offered by the Platform, the Registered User must register on the Platform in accordance with the present GTCs. The profile created as part of the registration process can be used to access the functionalities of the Platform.

Registered User: a duly registered investor, who has passed all required verifications. Users can be natural persons or legal entities.

Wallet: a technical solution in the form of hosted (custodial) wallet, offered by a third-party service provider, for custody by a Registered User in a regulated custodial wallet. The custodial wallet is stored by a regulated custodian. The wallet enables users to hold, store, and transfer crypto assets. Hosted wallet means that wallet's private keys are stored by a third-party service provider.

Propchain: refers to an ecosystem of companies and products comprising websites, mobile applications, clients, and applets to offer its clients its services. These services consist of a multitude of (in)dependently-operated platforms/services (e.g., exchange services, Custody, Listings). In case of any inconsistency between the relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

Prop.com Account: refers to the foundational virtual accounts, including main accounts and subaccounts, which are opened by Prop.com for Users to record on Prop.com their usage of Prop.com Services, transactions, asset changes, and basic information. Prop.com Accounts serve as the basis for Users to enjoy and exercise their rights on Prop.com.

Fiat: means the record of your fiat currencies' balance (if any), which is enabled through an electronic money wallet (or similar account) service that is provided by a Fiat Partner. The fiat partner issues a vIBAN in the name of the User.

Virtual IBAN: refers to the virtual International Bank Account Number (IBAN) linked to your Prop.com Fiat Account, issued by the fiat partner.

Prop.com Structure: refers to all parties that operate within the structure facilitating the activities of Prop.com, including but not limited to legal persons, unincorporated organizations, and teams that provide Prop.com Services and are responsible for such services. For convenience, unless otherwise stated, references to "Prop.com" and "we" in these Terms specifically mean the Prop.com Structure. **Under these terms, the Prop.com structure may change as Prop.com's business adjusts, in which case, the changed Prop.com structure shall perform its obligations under these terms with you and provide services to you, and such change does not affect your rights and interests under these terms. Additionally, the scope of the Prop.com structure may be expanded due to the provision of new Prop.com services, in which case, if you continue to use Prop.com services, it is deemed that you have agreed to jointly execute these terms with the newly added entities to the Prop.com structure. In case of a dispute, you shall determine the entities by which these terms are performed with you and the counterparties of the dispute, depending on the specific services you use and the particular actions that affect your rights or interests**

Fiat Partner: means any third-party service provider, with which Prop.com may partner in connection with any Fiat Services.

Fiat Services: means: (a) crediting your Prop.com Fiat Account with one or more fiat currencies either via a bank transfer or with your debit card or credit card; (b) purchasing Digital Assets at spot prices with one or more fiat currencies by using either your Prop.com Fiat Account balance or your debit card or credit card; (c) selling Digital Assets at spot prices for fiat currencies and crediting the corresponding proceeds of sale either to your Prop.com Fiat Account or to your debit card or credit card; (d) withdrawing one or more fiat currencies from your Prop.com Fiat Account either into your bank account or to your debit card or credit card.

KYC: refers to the "know-your-customer" process that Prop.com has put in place before entering into a business relationship or conducting transactions with its Users. As part of this process, Prop.com may do anything necessary to verify the identity, background, and suitability of Users, including but not limited to, collecting and analyzing personal identification data, financial records, and other relevant information. The KYC process may be conducted by the Company or by outsourced third-party service provider(s).

Risk Disclaimer: a document that provides information about the risks associated with investing in Securitized Debt Notes and using the Platform.

Fee Schedule: a document that outlines the fees associated with using the Platform, purchasing Securitized Debt Notes, and any other services provided by Prop.com. Fee schedule forms part of these GTCs. The fee schedule is subject to change at any time, and we will not necessarily notify you of any changes. You should check the fee schedule prior to making any transaction. Fees are charged when the transaction is executed and are deducted from the Account balance. If the balance is insufficient to cover the fees, we may refuse to execute the transaction.

Regulation/Entities: a document outlining the regulatory framework and entities involved in the operation of Prop.com and the issuance of Securitized Debt Notes.

AML Policies: a set of guidelines and procedures designed to prevent money laundering, terrorist financing and other illicit activities in accordance with applicable AML Laws. Service Providers: refers to the different companies that offer services through the Prop.com platform, under contract with PC Holding UAB.

PC Holding UAB: the entity that holds all the agreements with service providers and any future partners. PC Holding UAB offers the actual platform, Fiat Services through its service provider, the exchange of virtual currencies (Cryptocurrencies) to fiat and vice versa, and the creation of wallets for clients.

Securitization Special Purpose Vehicle: a 100% subsidiary of PC Holding UAB that acts as the issuer, pursuant to an Agreement" with PC Holding UAB. This entity is responsible for the Marketplace, which shows initial public offerings that are exempt from MiFID regulations. The actual offerings are conducted by the Securitization Special Purpose Vehicle, not PC Holding UAB, PC Holding UAB is solely acting as the technology provider.

PC Holding LLC: the utility token issuing entity, located in the SVG.

Restricted Countries: a list of countries where users cannot access the Prop.com platform. This list of restricted countries can be found by contacting the Compliance Department of Prop.com using compliance@propchain.com

Reverse Solicitation Policy/Term: Allowing users to agree that they have sought out the services of Prop.com on their own initiative.

User Identification: the process of applying KYC/KYB/AML checks on all Prop.com Users, conducted through third-party service providers. Users are required to provide a Government-issued ID/Passport, Proof of Address, and Liveness, and complete a Source of Wealth questionnaire, and if requested by the Prop.com Compliance Department any other information that is deemed relevant for the User Identification.

Marketplace: a section on the Prop.com platform, managed by the Securitization Special Purpose Vehicle, that allows users to view and invest in primary offerings of Securitized Debt Notes, which are exempted from the MiFID-II regulations.

Termination: includes terms related to suspension, cancellation, remainder funds termination, remainder funds due to fraud, and dormant accounts.

In the context of these GTCs, references to "Prop.com," "we," "us," or "our" refer collectively to the Prop.com Structure, while references to "you" or "your" refer to the Registered User or User, as applicable.

2. General Provisions

2.1 Contractual Relationship

These Terms constitute a legal agreement and create a binding contract between you and PC Holding UAB.

2.2 Supplementary Terms

All separate agreements, privacy policy, and platform rules entered into between you and PC Holding UAB are deemed as supplementary terms and shall have the same legal effect. Your use of our services constitutes your acceptance of these supplementary terms.

2.3 Changes to These Terms

PC Holding UAB reserves the right to change or modify these Terms at any time. Any modifications or changes to these Terms will become effective upon publication on the website or release to users. Your continued use of our services constitutes your acceptance of the modified agreement and rules. If you do not agree with any changes to these Terms, you must stop using our services immediately.

2.4 Prohibition of Use

By accessing and using PC Holding UAB services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list. PC Holding UAB reserves the right to choose markets and jurisdictions to conduct business and may restrict or refuse the provision of services in certain countries or regions.

2.5 About PC Holding UAB

PC Holding UAB mainly serves as a global online platform for digital assets trading and provides users with a trading platform, financing services, technical services, and other digital assets-related services.

2.6 Eligibility

By registering to use a PC Holding UAB account, you represent and warrant that you meet the eligibility criteria set forth in these Terms and that your use of the platform will not violate any applicable laws or regulations.

2.7 User Identity Verification

Your registration of an account with PC Holding UAB constitutes your agreement to provide the required personal information for identity verification, as described in these Terms. We will collect, use, and share this information in accordance with our Privacy Policy.

2.8 Enhanced Due Diligence

As part of KYC and transaction monitoring which the Company must conduct according to the applicable AML regulation, we may request from you some additional information after the completed User Identity Verification. Among others, this requested information may include information about the source of funds, source of wealth, additional ID documents, and proof of residency. You commit to provide any such information upon our request within the reasonable

deadline provided by us. In case such information is not provided in due time, we have the right to temporarily limit your access to the wallet.

2.9 Account re-verification

If your ID document expires or in certain other cases where your personal details change, we will ask you to provide us with a new ID document or we may need to conduct an account re-verification. In case a new document is not provided in due time or in case re-verification is not conducted, we have the right to temporarily limit your access to the wallet.

2.10 Account Usage Requirements

The account can only be used by the account registrant. PC Holding UAB reserves the right to suspend, freeze, or cancel the use of accounts by persons other than the account registrant. You are responsible for maintaining the confidentiality of your access credentials and for any loss or damage arising from their unauthorized use.

2.11 Account Security

You agree to treat your access credentials as confidential information and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your account and personal information.

Governing Law: The relationship between PC Holding UAB and Registered Users shall be governed by and construed in accordance with the laws of Lithuania.

2.12 Jurisdiction

In the event of any dispute, the courts of Lithuania shall have exclusive jurisdiction. However, PC Holding UAB reserves the right to bring legal action against Registered Users in any other court having jurisdiction under ordinary rules of procedure, in particular, according to the applicable jurisdiction rules of the relevant European regulation or applicable convention.

2.13 No Financial Advice

PC Holding UAB is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities affected by you using the platform or services provided by PC Holding UAB. No communication or information provided to you by PC Holding UAB is intended as or shall be considered or construed as, investment advice, financial advice, or any other sort of advice. You are solely responsible for determining whether any investment, investment strategy, or related transaction is appropriate for you according to your personal investment objectives, financial circumstances, and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. PC Holding UAB does not recommend that any digital asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell, or hold any digital asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. PC Holding UAB will not be held responsible for the decisions you make to buy, sell, or hold digital assets based on the information provided by PC Holding UAB.

2.14 Compliance with Local Laws

It is the users' responsibility to abide by local laws in relation to the legal usage of the platform and services provided by PC Holding UAB in their local jurisdiction, as well as other laws and regulations applicable to users. Users must also factor, to the extent of their local laws, all aspects of taxation, the withholding, collection, reporting, and remittance to their appropriate tax authorities. All users of PC Holding UAB's services acknowledge and declare that their funds come from legitimate sources and do not originate from illegal activities; users agree that PC Holding UAB will require them to provide or otherwise collect the necessary information and materials as per relevant laws or government orders to verify the legality of the sources and use of their funds. PC Holding UAB maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, or terminate users' accounts and funds which are flagged out or investigated by legal mandate.

2.15 Legal status of deposited funds

In order to purchase Securitized Debt Notes securities offered via the Platform, you will need to deposit fiat funds. These funds do not qualify as bank deposits, consequently, they are not protected by any public protection scheme.

2.16 Tax obligations

The User is solely responsible and liable to declare, bear and pay all taxes, duties, imposts, levies, tariffs, and surcharges that might be imposed by the laws and regulations of any jurisdiction as a result of or in connection with using services accessible via the Platform. The Company is not giving any advice regarding tax issues and is not responsible for determining any tax implications connected with our Platform or services. The Company makes no representation as to the tax implication of any jurisdiction. The user shall be solely liable for all such penalties, claims, fines, punishments, liabilities, or otherwise arising from his/her underpayment, undue payment, or belated payment of any applicable tax. If certain taxes shall be applicable for our services, they shall be added on top of the applicable amount. Upon our request, the user will provide us with any information we reasonably request to determine whether we are obligated to collect applicable tax from you, including your tax identification number. If any deduction or withholding is required by law, the user will notify us and will pay us any additional amounts necessary to ensure that the net amount that the Company receives, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, the user will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

3. Liabilities

3.1 Disclaimer of Warranties

To the maximum extent permitted under applicable law, the services provided by PC Holding

UAB, its materials, and any product, service, or other item provided by or on behalf of the company are offered on an "as is" and "as available" basis. PC Holding UAB expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, or non-infringement, or warranties arising from the course of performance, course of dealing, or usage in trade. Without limiting the foregoing, PC Holding UAB does not represent or warrant that the platform, services, or materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components. The Company does not warrant that the service or Platform will be error-free or uninterrupted or that any defects will be corrected in a reasonable time. You acknowledge that your use of the service and Platform is at your sole risk. PC Holding UAB does not guarantee that any order will be executed, accepted, recorded, or remain open. Except for the express statements, agreements, and rules set forth in these terms, you hereby acknowledge and agree that you have not relied upon any other statement or agreement, whether written or oral, with respect to your use and access to the services provided by PC Holding UAB.

3.2 Disclaimer of Damages and Limitation of Liability

To the maximum extent permitted by applicable law, in no event will PC Holding UAB, its affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, special, punitive, consequential, or similar damages or liabilities whatsoever (including, without limitation, damages for loss of data, information, revenue, profits or other businesses or financial benefits) arising out of the services provided by or on behalf of PC Holding UAB, any performance or nonperformance of the services, or any other product, service, or another item, whether under contract, statute, strict liability, or other theory. Notwithstanding the foregoing, in no event will the liability of PC Holding UAB, its affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers, or contractors arising out of services offered by or on behalf of PC Holding UAB and its affiliates, any performance or nonperformance of the services, or any other product, service, or another item, whether under contract, statute, strict liability, or other theory, exceed the amount of the fees paid by you to PC Holding UAB under these terms in the twelve-month period immediately preceding the event giving rise to the claim for liability.

3.3 Financial liability

To the maximum extent permitted by applicable law, in no event will the aggregate liability of the Company (whether in contract, tort (including negligence), breach of statutory duty or otherwise), arising out of or relating to the use of, or inability to use the Platform or the services, or to these GTCs exceed the lesser of (a) the value of the assets in your hosted wallet at the time of the event giving rise to liability, or (b) \$1,000.

3.4 Public blockchain failure

The Company will not be responsible for any damages resulting from bugs, vulnerabilities, or other problems that may exist, now or in the future, in the public blockchain (“permissionless”)

codebase. The Company is not the developer of nor is it a guarantor of any public blockchain network.

3.5 Lost funds

The Company is not responsible for the consequences of another party accessing and using your hosted wallet or your account data due to your fault or negligence. It is your sole responsibility to safeguard these secrets. The Company will not be responsible for any funds lost in this manner.

3.6 Indemnification

You agree to indemnify and hold harmless PC Holding UAB, its affiliates, contractors, licensors, and their respective directors, officers, employees, and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses, and damages (including attorneys' fees, fines, or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, the services, (ii) your breach or our enforcement of these terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of the services. If you are obligated to indemnify PC Holding UAB, its affiliates, contractors, licensors, and their respective directors, officers, employees, or agents pursuant to these terms, PC Holding UAB will have the right, in its sole discretion, to control any action or proceeding and to determine whether it wishes to settle, and if so, on what terms.

3.7 Third-party services and products

The Company is offering services or products from external providers which are not affiliated with the Company, including hosted wallets (“Third Party Services”). Additional Third Party Services might be offered on the Platform in the future.

The use of Third Party Services is not governed by these GTCs. Each Third Party Service is governed by the relevant terms of the respective third party. Third Party Services are not under the control of the Company and the Company’s responsibility for Third Party Service is, to the extent permitted by law, completely excluded.

The Company shall not be responsible or liable, either directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use of Third Party Services. The inclusion of Third Party Services on our Platform does not imply recommendation, approval, or endorsement by the Company of Third Party Services or providers of such services.

We may offer Third Party Services directly on the Platform or through the links made available through our Platform to reach websites from external providers.

3.8 Third Party Requirements.

From time to time, third parties may require you to provide specific documents in compliance with rules, regulations, and documentation processes set forth by third parties (hereinafter referred to as the “Third Party Requirements”), including but not limited to (KYC) processes, provision of personal identification documents, proof of address, financial documents, etc.

You acknowledge and understand that these Third Party Requirements are outside of the control of Prop.com.

The Company is not responsible for any risk or liability that may arise from your interaction with these third parties or your compliance with such Third Party Requirements.

You agree to release the Company and its employees, directors from all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) resulting from or relating to your compliance with these Third Party Requirements. This includes, without limitation, any risk or damage that may arise from incorrect, incomplete, or unverifiable information provided during the compliance process.

The Company will not be held accountable or liable for any failures, losses, or damages incurred due to the enforcement of these Third Party Requirements.

You further agree that any dispute or claim arising out of or relating to such Third Party Requirements will be solely between you and the applicable third party. The Company disclaims all liability in this regard to the fullest extent permitted by law.

4. Use of the Platform

4.1 Access of the platform

To access the Platform, users must register on the following website: app.Prop.com.com and create an account. During this process, users must explicitly accept these GTCs as well as the general terms and conditions of the third-party custodian. After successfully creating an account, users must complete an online form with their personal information and provide any additional documents or information that the Company deems necessary for the smooth operation of the business relationship and compliance with legal and regulatory obligations.

You are only allowed to create one registration account and the Company will block multiple accounts of the same user.

By accessing the Platform, using its services or registering as a user, you represent, warrant and undertake that:

- a. you have accepted the GTCs;
- b. you are the legal owner (or an appropriately authorised representative of the legal owner) of the funds you add to your Account and that the same funds derive from a legitimate source;
- c. your use of the services does not constitute a breach of applicable law;

- d. you are aware of the risks in using the services provided by the Company and have the necessary experience and knowledge to understand the risks involved in relation to each service provided by the Company;
- e. the information or documents you provide as part of any ID verification process are correct, genuine and up to date;

you will provide any additional information that Company might require from you for the purposes of identification and for any other purposes which are needed to ensure Company's compliance with applicable regulatory requirements.

Registered Users agree to provide the Company with all necessary information for identification purposes, including identity, capacity, profession, address, public or private responsibilities, activities, financial situation, and tax residence. Users also commit to supplying the Company with any required documents to verify this information (e.g., identity document, certificate of residence) and, if necessary, evidence of proper tax compliance.

Following the completion of the personal information form, Registered Users must complete the Company's AML-CTF questionnaire and provide all relevant information or documentation (see next section). Users acknowledge that, in compliance with AML-CTF regulations in Lithuania, the Company may also need to identify the beneficial owner(s) of the Registered User, if applicable.

Upon successful registration, the Company grants Registered Users access to the Platform for purchasing Securitized Debt Notes. The Platform allows users to subscribe to Securitized Debt Notes, as detailed in Article 8 of the GTCs.

The Company may, at its discretion, refuse registration without providing reasons or exclude Registered Users from using the Platform, especially when providing services to the Registered Users would violate any applicable laws or regulations.

4.2. KYC Procedure

This is a procedure that the Company implements prior to initiating business interactions or executing transactions with its users. Within the scope of this procedure, the Company reserves the right to undertake any action they consider necessary to establish user identity, confirm its authenticity, examine and probe into user transactions, or adhere to any relevant legal or regulatory obligations.

4.3. Users commitments and limitations

This Platform and your account are for the use of the account holder only – you may not create accounts on behalf of other people or allow other people to use your account.

If not explicitly agreed otherwise, you may have only one account on the Platform.

You are fully responsible for all activity including transactions that are posted to your account.

4.4. User Eligibility Criteria

By using our services and accessing our Platform you represent and warrant that you: (a) are at least 18 years old; (b) you have full power and authority to enter into this agreement (c) have not been previously suspended or removed from using our services.

Our Services and Platform are not directed or allowed to any person in any jurisdiction where (by reason of that person's nationality, residence, or otherwise) the availability of the services is or may be prohibited. Due to legal restrictions and/or our business discretion, you are not allowed to access our Platform or use our services if you are located in, under the control of, a resident, habitant, or citizen of the certain countries. This is due to AML and terrorist financing measures.

The Company explicitly prohibits persons or entities in restricted use areas to use its Platform and services and the Company shall not be held liable for any legal or monetary consequence arising of such use. By accessing or using the service and/or Platform you represent and warrant that your activities are lawful in every jurisdiction where you access or use the service.

Please note that Restricted Use Areas may change in the future.

4.5 Storage of Data

In the context of registration and use of the Platform, the Company collects and stores the following data on Registered Users:

- First and last names;
- Private or professional address (street, house number, postcode, city, country);
- Telephone and/or mobile phone;
- Email address;
- Date of birth;
- Nationality;
- Payment data (IBAN, BIC, account number, SEPA number, bank name, account holder, etc.);
- Any information or documentation provided by the Registered User for compliance with AML regulations.

4.6 Data Protection

The Company treats all information related to the provision of services as confidential and processes it in accordance with the Data Protection Framework. As the data controller, the Company collects, stores, and processes data provided by Registered Users for the purpose of delivering the requested services and fulfilling legal and regulatory obligations.

The types of data processed are outlined in Article 4.5 and include any invested amounts and holdings in the Company by Registered Users.

Registered Users may choose not to share Personal Data with the Company, but this may result in restricted access to the Platform.

Personal Data provided by Registered Users is used for entering into and performing investments in Securitized Debt Notes issued by the Company. It is also processed for offering Securitized Debt Notes and Wallet services.

Personal Data is processed for accessing the Platform (i.e., the performance of a contract), administering and settling investments, disbursing payments to Registered Users, handling tax registrations or declarations, serving the Company's legitimate interests, and complying with legal obligations imposed on the Company, particularly in accordance with applicable AML Law. The "legitimate interests" mentioned above include:

1. The processing purposes are outlined in points 4.3.4. and 4.3.5 of the data protection section above;
2. Meeting and complying with the Company's accountability requirements and regulatory obligations globally; and
3. Exercising the Company's business in accordance with reasonable market standards.

In line with the Data Protection Framework, each Registered User can submit a written request to the Company's address to:

1. Access their Personal Data;
2. Request rectification of inaccurate or incomplete Personal Data;
3. Restrict the use of their Personal Data under specific circumstances;
4. Object to the processing of their Personal Data, including for marketing purposes;
5. Request erasure of their Personal Data when appropriate;
6. Request Personal Data portability.

Registered Users also have the right to lodge a complaint with the National Commission for Data Protection (the "CNPD") or, if residing in another EU Member State, any other locally competent data protection supervisory authority.

Personal Data will not be retained longer than necessary for data processing purposes, subject to applicable statutory retention periods. Personal Data will be deleted at the latest five (5) years after the termination of the contractual relationship.

Even if a Registered User revokes their consent for data collection and usage, statutory retention obligations, particularly those under AML Law, remain unaffected.

The contact details of our data protection officer are:

Name: Ian Steven Upton

Email: i.upton@propchain.com

Our transparency document, which contains information according to the Data Protection Framework, is available on our website. Our data protection officer will be happy to address any further questions about data protection upon request.

4.7 Transfer of Personal Data and Storage by Recipients

In compliance with the Data Protection Framework, the Company may transfer Personal Data to its data recipients (the "Recipients"), which include affiliated and third-party entities supporting the Company's activities. These Recipients may consist of administrative agents, distributors, depositaries, auditors, the Company's partners, legal advisors, and other service providers such as banks or financial institutions. The transfer or disclosure may be automated (granting access to your data) or may occur after a preliminary selection and assessment to determine whether investments are fundamentally suitable for the Registered User.

Under their own responsibility, the Recipients may disclose Personal Data to their agents and/or delegates (the "Sub-Recipients") for the sole purpose of assisting the Recipients in providing services to the Company and/or helping the Recipients fulfill their own legal obligations.

The Recipients and Sub-Recipients may be located within or outside the European Economic Area (the "EEA") in countries whose data protection laws may not provide an adequate level of protection.

If Personal Data is transferred to Recipients and/or Sub-Recipients located outside the EEA in countries lacking adequate protection, the Company will ensure that the Personal Data is protected contractually in a manner equivalent to the Data Protection Framework. This may include adopting EU Commission-approved "Model Clauses." In this context, Registered Users can request copies of relevant documents enabling Personal Data transfers to such countries by writing to the Company's address.

By subscribing to the notes on the platform, each Registered User is expressly informed of the transfer and processing of their Personal Data to the Recipients and Sub-Recipients, including entities located outside the EEA and particularly in countries that may not offer adequate protection.

The Recipients and Sub-Recipients may process Personal Data as data processors (when processing the data upon the Company's instructions) or as distinct data controllers (when processing the data for their own purposes, primarily fulfilling their legal obligations, particularly any statutory retention obligations under the AML Law). The Company may also transfer Personal Data to third parties, such as governmental or regulatory agencies, including tax authorities, in or outside the EEA, as required by applicable laws and regulations. Specifically, Personal Data may be disclosed to Lithuanian tax authorities, who may act as data controllers and disclose the information to foreign tax authorities.

4.8 Privacy Policy

By using the Platform, users agree to the collection, processing, and storage of their personal data in accordance with PC Holding UAB's Privacy Policy. The Privacy Policy outlines the types of data collected, the purposes for which it is used, and the measures taken to protect user privacy. Users should review the Privacy Policy before registering and using the Platform.

4.9 User Conduct

Users of the Platform agree to comply with all applicable laws and regulations and to act in a responsible, ethical, and respectful manner. Prohibited conduct includes, but is not limited to, providing false information, engaging in fraudulent activities, attempting to manipulate or undermine the integrity of the Platform, and infringing upon the intellectual property rights of PC Holding UAB or third parties. PC Holding UAB reserves the right to take appropriate action against any user who violates these rules, including but not limited to suspension or termination of access to the Platform and legal action.

4.10 Account Security

PC Holding UAB is dedicated to maintaining the security of user-entrusted funds and has implemented industry-standard protection measures for PC Holding UAB its services. However, the actions of individual users may pose risks. You agree to treat your access credentials (such as username and password) as confidential information and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your PC Holding UAB Account and personal information.

You are solely responsible for ensuring the security of your PC Holding UAB Account and password and for all transactions conducted under your PC Holding UAB Account. PC Holding UAB assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent, or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a PC Holding UAB Account, you hereby agree that:

- i. You will notify PC Holding UAB immediately if you become aware of any unauthorized use of your PC Holding UAB Account and password or any other violation of security rules;
- ii. you will strictly abide by all mechanisms or procedures of PC Holding UAB regarding security, authentication, charging, deposit, withdrawal, and any other (future) services that are being offered by the Company;
- iii. you will take appropriate steps to log out from your account at the end of each visit.

5. Availability of the platform

5.1 Availability.

The Company is committed to providing extensive availability of the Platform to the extent that

it is technically feasible and economically reasonable. However, the Company cannot be held responsible for instances of unavailability due to maintenance work, security, and capacity issues, technical factors, or events beyond its control, which may result in the Platform being unavailable for short or long periods.

5.2 Limiting access to the Platform (for all users).

The Company reserves the right to limit access to the Platform and any associated services, partially or entirely, at any time and without prior notice. This may be due to capacity constraints, maintenance or repair work, or other technical measures. If maintenance or repair work is being conducted, the Company will inform the Registered User about the restricted access to the Platform appropriately.

5.3 The individual technical equipment and quality of the Registered User may also influence restricted access and use of the Platform.

It is the Registered User's responsibility to establish the necessary technical conditions to ensure unrestricted access to the Platform. Using the Platform may also require specific settings on the Registered User's computer or mobile phone, such as enabling cookie storage.

5.4 Limitation of liability.

The Company shall not be held liable for any damages or consequences that may arise from limited availability or a failure in the availability of the Platform.

5.5 Suspension/termination of services.

We may, in our full discretion and without liability to you, with prior written notice, suspend or terminate some or all of our services. In case of such suspension or termination, we will notify you at least 14 days prior to such discontinuation of services and you will have the right to close your account.

In case of fraud, violation of applicable laws, or violation of these terms aforementioned 14 days period is not applicable as stated in point 6.1.

5.6 Modification of services.

We may modify and upgrade existing services at any time or we may introduce new services, without prior notice to you.

6. Suspension Of Services for the User

6.1 Suspension of services.

We may, in our discretion and without liability to you, with or without prior notice, temporarily suspend or permanently terminate your access to the Platform, your account or all or some services(i) in the Event of Force Majeure (ii) if you breach these GTCs, or (iii) if we are required to do so in order to comply with our own regulatory obligations.

For the purpose of this section, "Event of Force Majeure" means any circumstances which we cannot reasonably be expected to control (which shall include Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, breakdown in machinery, or interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing.

In particular, we may take such action set out in the first paragraph of this section in the following circumstances: (1) you attempt to gain unauthorized access to the Platform or another user's account or provide assistance to others attempting to do so, (2) you interfere or try to interfere, with software security features limiting the use of or protecting any content, (3) you use the service to perform illegal activities such as money laundering, illegal gambling operations, financing terrorism, or other criminal activities, (4) you violate these GTCs, (5) you fail to pay, or make fraudulent payment, for transactions, (6) you infringe the intellectual property rights of third parties, or (7) we are requested by law enforcement or other government agencies to do so, if deemed to be legitimate and compelling by the Company, acting in its sole discretion.

6.2 Temporary suspension.

If we suspect activity from your side, which might qualify as a breach of these GTCs, we may temporarily suspend access to your account or access to specific services within the account. Such temporary suspension may last a maximum of 48 hours. Within this timeframe we will conduct an internal investigation. If our suspicion will be confirmed, we will trigger the permanent termination of your Account.

6.3 Permanent termination.

In case of permanent termination of your access to our services, we will deactivate and delete your account, without liability to you. In the event of termination, Prop.com will return assets stored on the account, unless the Company believes the user committed fraud. You shall bear all the costs associated with such transfer.

7. Copyrights

7.1 Copyrights

The Company, or the respective identified provider or manufacturer, holds the copyright and other protective rights for all web pages (including source texts, software, layout, etc.) and their content. Retrieving, copying, and saving, as well as editing and reworking the web pages and content, are permitted only for private purposes and not for commercial use. Copyright notices

and brand names must not be altered or removed. Any actions beyond this require prior written consent from the Company.

The Platform may include links to websites of other providers, for which the Company assumes no liability for their content. The creation of inline or hyperlinks from other websites to the Company's websites or website content, as well as the integration or display of the Company's websites or website content in a partial window (frame), is strictly prohibited without the Company's prior written consent.

7.2 Intellectual Property

All intellectual property rights, including but not limited to copyrights, trademarks, patents, and trade secrets, in the content, design, layout, and any other elements of the Platform are owned by PC Holding UAB or its licensors. Users may not reproduce, copy, distribute, modify, or create derivative works from the Platform or its content without the express written permission of PC Holding UAB. Users agree to respect and not infringe upon the intellectual property rights of PC Holding UAB and any third parties associated with the Platform.

7.3 Your Content

By submitting your content directly or indirectly to or through the Platform in any way, including, but not limited to, blogs, message boards, forums, and APIs (whether or not submitted through a third party), you grant to Company a royalty-free, perpetual, irrevocable, transferable, sublicensable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display all of your content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. The Company shall be the sole owner of any derivative work produced by the Company based on, or in any way connected with, your content, and shall have the right to use such derivative work for any purpose, commercial or otherwise, without any further obligation to you. The Company has the right, but not the obligation, to monitor all conduct and content submitted to or through the Platform, and may in its sole discretion: (i) refuse to publish, remove or modify content or disable access to content that it considers breaches these GTCs; or (ii) suspend or discontinue your opportunity to submit, post or upload content. The Company has no obligation to pay you for providing such content.

8. Wallet

8.1 Wallet

The Registered User understands and accepts that, for the custody of fiat balances, PC Holding UAB only grants access to the solution offered by the third-party service provider.

PC Holding UAB will not assume any responsibility for the safe keeping of fiat balances, as this will be carried out by a third-party service provider. Consequently, PC Holding UAB cannot be held responsible in the event of the latter's insolvency and will not be liable in connection thereto.

8.2 Costs

Users may be subject to transaction fees for certain wallet operations, such as transferring digital assets or exchanging them for other supported assets. PC Holding UAB reserves the right to adjust these fees at any time and will provide notice of any changes.

8.3. Funding your wallet

Users are able to fund their wallets using the following payment method:

1. Via bank transfer (SEPA);

8.4 Amendment

PC Holding UAB may amend the GTCs at any time by informing the Registered User at least four (4) weeks before the amendments' entry into force by email or by posting on its website or any other durable medium. This is to account for legislative or regulatory amendments or developments in market practices.

If Registered Users of the Platform do not object to the application of the amended GTCs before their proposed entry into force date, they will be deemed to have accepted the amendments. PC Holding UAB commits to informing Registered Users about the significance of this period and the legal consequences of their silence in the amendment notice.

8.5 Right of Withdrawal

Registered Users qualifying as consumers, i.e., any natural person acting for purposes outside their trade, business, or profession (hereinafter, the "Consumer"), have the right to withdraw from this agreement within 14 calendar days upon accepting the GTCs without giving reasons and without any penalties if they change their mind following the contractual relationship with PC Holding UAB.

This right of withdrawal must be exercised within fourteen (14) days upon the Consumer notifying PC Holding UAB of their decision to withdraw, starting from the day of accepting the GTCs.

8.6 Effects of Withdrawal on the Contract

Following the exercise of its withdrawal right by the Consumer, both parties will no longer be bound by the obligation to fulfill their respective obligations.

9. Purchase of Securitized Debt Notes via the Platform

9.1 Role of PC Holding UAB and the Securitization Special Purpose Vehicle

The Securitization Special Purpose Vehicle issues the Securitized Debt Notes. The Platform allows Registered Users to subscribe to the Securitized Debt Notes, by making its technology available to the Securitization Special Purpose Vehicle, under a dedicated agreement between the two entities.

PC Holding UAB does not offer investment or tax advice or any services regulated under Lithuanian law. Registered Users are advised to seek advice from qualified experts before subscribing to Securitized Debt Notes.

9.2 Subscription

Registered Users can subscribe to Securitized Debt Notes via the Platform after completing the identification process.

To purchase Securitized Debt Notes, Registered Users will invest through the marketplace section, which leads to a listing page. These are primary offerings and are exempted from MiFID-II. Investments (in euros) are sent to an EMI account in the name of the Securitization Special Purpose Vehicle and will be held there until the raise is either successfully completed or the 'raising period' has run out.

In the event that the raising period runs out before reaching the 'soft cap', the user will receive their proceeds back, including the fees paid (excluding any external transaction costs).

If the raise is successful and the soft cap is reached, the subscription agreement will be executed. Registered Users will then have the Securitized Debt Notes they subscribed to credited to their wallet held at the third-party custodian.

Funds are credited to the custodial external wallet provided by the third party service provider. Additionally, PC Holding UAB is not liable for services provided by third party service providers.

Registered Users are fully responsible for obtaining and reviewing the necessary information when making investment decisions. Decisions to subscribe to a capital investment are made solely at the Registered User's discretion and responsibility.

To successfully subscribe for Securitized Debt Notes acquisition, Registered Users must complete all electronic form pages in the Platform's subscription process truthfully and in their entirety.

The Issuer or a third party appointed by it retains the right to accept the Registered User's subscription declaration in whole or in part.

Details of the offer, subscription, contract conclusion, and other conditions and restrictions of acquisition will be outlined within further contracts and contractual conditions and restrictions. These will be disclosed and confirmed by the Registered User, including but not limited to the prospectus of the Notes, the articles of the Securitization Special Purpose Vehicle, and the subscription agreement of the Securitized Debt Notes.

PC Holding UAB is only liable for willful misconduct or gross negligence arising within the context of the contractual relationship with Registered Users.

PC Holding UAB is not liable for any tax, economic, or legal objectives pursued in connection with respective investments, particularly not for the success of the respective Notes or compliance with forecasts made in connection with the respective Notes.

These exclusions and limitations of liability apply to PC Holding UAB's employees, agents, and third parties assisting in contract performance.

9.3 Risk Information

Investments involve economic, legal, and tax risks. Future performance forecasts may deviate from expectations and predictions, even with conservative estimates and calculations. Capital investments carry significant risks and can lead to partial or total loss of invested assets. Such investments are only suitable for Registered Users who can financially cope with a partial or total loss in the event of negative development. Capital investments are not suitable for Registered Users with short-term liquidity needs.

9.4 Confidentiality

Registered Users must treat non-public content, information, and documents related to acquired investments confidentially. This includes contractual documentation with PC Holding UAB and information and documents obtained in connection with the respective investment.

10. Termination of Agreement

10.1 Suspension of PC Holding UAB Accounts

Suspension of PC Holding UAB Accounts You agree that PC Holding UAB shall have the right to immediately suspend your account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the digital assets or funds in all such accounts, and suspend your access to the platform for any reason, including if PC Holding UAB suspects any such accounts to be in violation of these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that PC Holding UAB shall not be liable to you for any permanent or temporary modification of your account or suspension or termination of your access to all or any portion of the services. PC Holding UAB shall reserve the right to keep and use the transaction data or other information related to such accounts. The above account controls may also be applied in the following cases:

- The account is subject to a governmental proceeding, criminal investigation, or other pending litigation;
- We detect unusual activities in the account;
- We detect unauthorized access to the account;
- We are required to do so by a court order or command by a regulatory/government authority.

10.2 Cancellation of PC Holding UAB Accounts

In case of any of the following events, PC Holding UAB shall have the right to directly terminate these Terms by canceling your account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your account and withdraw the corresponding account thereof:

- after PC Holding UAB terminates services to you;
- you allegedly register or register in any other person's name as a user again, directly or indirectly;
- the information that you have provided is untruthful, inaccurate, outdated, or incomplete;
- when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your account or by other means;
- you request that the services be terminated; and
- any other circumstances where PC Holding UAB deems it should terminate the services.

Should your account be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the account termination process, PC Holding UAB shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

10.3 Remaining Funds After Account Termination

Except as set forth in paragraph 4 below, once an account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to PC Holding UAB) will be payable immediately to PC Holding UAB. Upon payment of all outstanding charges to PC Holding UAB (if any), users will have 5 business days to withdraw all digital assets or funds from the account.

10.4 Remaining Funds After Account Termination Due to Fraud, Violation of Law, or Violation of These Terms

PC Holding UAB maintains full custody of the digital assets, funds, and user data/information which may be turned over to governmental authorities in the event of account suspension/closure arising from fraud investigations, investigations of violation of law, or violation of these Terms.

10.5 Dormant Accounts

Notwithstanding any provision of this Section, PC Holding UAB may provide a written notice requiring you to withdraw all of your digital assets from your account within 30 days of the notice. In the event that you fail to do so, PC Holding UAB may in its absolute discretion and without prior notice to you:

- (a) deem your account as a dormant account;
- (b) convert the digital assets to a different type of digital asset (e.g., from BTC to USDT). For the avoidance of doubt, none of the PC Holding UAB Operators shall be liable for any loss of profit, tax obligations, or any other loss, damage, or expense incurred by you resulting from such conversion;
- (c) transfer such dormant account (including any digital assets contained therein) to an affiliate of the PC Holding UAB Operators, any third-party custodian, or an isolated wallet where it is deemed reasonably necessary by PC Holding UAB to do so. In the event that such a transfer has taken place, you have the right to retrieve your digital assets, subject to satisfying PC Holding UAB's verification requirements, including completing KYC;
- (d) charge a dormant account fee to cover the cost of maintaining the assets by the PC Holding UAB Operators, its affiliates, or any third party, and such fee shall be withdrawn directly from the dormant account on a monthly basis. Dormant account fees will be deducted from the account until the balance of the aforementioned account is empty. PC Holding UAB will never use this fee to put an account in a negative balance; and
- (e) close a dormant account. Prior to closing the account, the Company will notify the client no later than 60 days in advance. PC Holding UAB will not be liable for any loss, damage, or expense incurred by you as a result of the closure of a dormant account unless there was fraud or willful default by PC Holding UAB. After a dormant account is closed, it cannot be reactivated by you (i.e., you will need to register a new account if you wish to continue using PC Holding UAB services).

11. Resolving Disputes: Forum, Arbitration, Class Action Waiver

Notice of Claim and Dispute Resolution Period. Please contact PC Holding UAB first! PC Holding UAB wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with PC Holding UAB, then you should contact PC Holding UAB and a ticket number will be assigned. PC Holding UAB will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

You may make a complaint by contacting our support or by sending an email to service@Prop.com.com. We will endeavor to resolve a reported complaint quickly. In any case,

we shall strive to resolve a reported complaint no later than 14 days after the complaint was addressed to us. While we will strive to do our best to provide you with any information you require in an accurate manner, any information given shall be subject to these GTCS and/or any other terms, conditions, or rules directly contained in email format.

In case of any contradictions between the information given by our support and the GTCS, the provisions contained in these GTCS shall prevail. Without prejudice to your legal rights, you hereby acknowledge that any complaint made by you more than 14 days after the date of finalization of the transaction which is the subject of the complaint in question will not be taken into consideration and shall have no value.

In the event, the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against PC Holding UAB, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to PC Holding UAB. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your PC Holding UAB account email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with PC Holding UAB. After you have provided the Notice of Claim to PC Holding UAB, the dispute referenced in the Notice of Claim may be submitted by either PC Holding UAB or you to arbitration in accordance with paragraph 2 of this Section, below. For the avoidance of doubt, the submission of a dispute to PC Holding UAB for resolution internally and the delivery of a Notice of Claim to PC Holding UAB are prerequisites to the commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or PC Holding UAB shall not be disclosed to the arbitrator.

Agreement to Arbitrate and Governing Law. You and other entities in the Prop.com Structure agree that subject to paragraph 1 above, any dispute, claim, or controversy between you and PC Holding UAB (and/or other entities in the Prop.com Structure) arising in connection with or relating in any way to these Terms or to your relationship with PC Holding UAB (and/or other entities in the Prop.com Structure) as a user of PC Holding UAB Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory final and binding individual (not class) arbitration, except as set forth below under Exceptions to Agreement to Arbitrate. You and PC Holding UAB Operators further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope, or validity of the Agreement to Arbitrate, or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including, if applicable, attorney fees), except that the arbitrator may not award declaratory or injunctive relief in favor of anyone but the parties to the arbitration. The arbitration provisions set forth in this Section will survive termination of these Terms.

11.1 The arbitration shall be subject to the HKIAC

Administered Arbitration Rules (HKIAC Rules) in force when the Notice of Arbitration is submitted. The arbitration will be administered by the Hong Kong International Arbitration Centre (HKIAC). Unless the parties agree otherwise, there shall be only one arbitrator appointed in accordance with the HKIAC Rules. Any arbitration will be conducted in the English language. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Judgment on any arbitral award may be given in any court having jurisdiction over the party (or over the assets of the party) against whom such an award is rendered.

Time for filing: any arbitration against pc holding uab operators must be commenced by filing a request for arbitration within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. This one-year limitation period is inclusive of the internal dispute resolution procedure set forth in paragraph 1 of this section, above. there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

Process; Notice: The party who intends to seek arbitration after the expiration of the Dispute Resolution Period set forth in paragraph 1, above, must submit a request to the HKIAC in accordance with the HKIAC Rules. If we request arbitration against you, we will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of the adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with PC Holding UAB is up-to-date and accurate.

The seat of Arbitration: The seat of arbitration shall be Hong Kong.

Place of Hearing: The location of any in-person arbitration hearing shall be Hong Kong unless otherwise agreed to by the parties.

Governing Law: These Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws of Hong Kong.

Confidentiality

The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, any nonpublic information provided in the arbitration, and any submissions, orders or awards made in the arbitration (together, the “Confidential Information”) shall not be disclosed to any non-party except the tribunal, the HKIAC, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right,

or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

Class Action Waiver. You and PC Holding UAB agree that any claims relating to these Terms or to your relationship with PC Holding UAB as a user of PC Holding UAB Services (whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and PC Holding UAB further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including PC Holding UAB.

Modifications. PC Holding UAB reserves the right to update, modify, revise, suspend, or make any future changes regarding the parties' Agreement to Arbitrate, subject to applicable law. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your PC Holding UAB account shall be deemed to be your acceptance of any modifications regarding the parties' Agreement to Arbitrate. You agree that if you object to the modifications, PC Holding UAB may block access to your account pending the closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

Severability

If any portion of these Terms is adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable, and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law. The pending closure of your account.

Exceptions to Agreement to Arbitrate

Despite the provisions of this Section, either you or PC Holding UAB may bring an individual action in a small claims court in accordance with the jurisdictional requirements of such court. Additionally, notwithstanding the agreement to arbitrate set forth in this Section, either party may seek emergency equitable relief in a court of competent jurisdiction in order to maintain the status quo pending arbitration, and both parties hereby consent to the exclusive jurisdiction of the courts of Hong Kong for such purpose. A request for interim measures will not be deemed a waiver of any other rights or obligations under this arbitration agreement.