

## Investment Loan Agreement No. \_\_\_\_\_

Tallinn

\_\_\_\_\_ " \_\_", 2019

\_\_\_\_\_ (Name Surname), hereinafter referred to as Investor on one part, and

**BARA High Tech Est OÜ**, hereinafter referred to as the Loaner, in person of the Member of the Board Toms Bethers, acting on the basis of the Statutes, on the other part, together hereinafter referred to as the Parties, have concluded the present Agreement on the following:

### 1. DEFINITIONS

Investor - the party issuing an investment loan to the Loaner on the basis of the terms and conditions of the present Agreement;

Loaner - the party receiving a Loan from the Investor on the basis of the present Agreement;

Investment Load Agreement - the present Agreement with all its possible future amendments and/or annexes;

Investment Funds - the monetary funds issued by the Investor to the Loaner on the basis of the present Loan Agreement;

Investment Loan - according to the Investment Loan Agreement, one party being the Investor undertakes to submit an amount of money (the Loan) to another party, whereas the Loaner undertakes to repay the same amount of money.

Investment Loan Interest - an interest shall be paid on the Loan issued for effecting of the professional purpose of the Loaner.

Loaner's Website - the <https://barin.io/> website and the Personal Account on the said website.

### 2. SUBJECT OF THE AGREEMENT

2.1. According to the present Agreement, the Investor shall transfer to the Loaner's disposal the monetary funds amounting to \_\_\_\_\_ (\_\_\_\_\_) Euros, hereinafter referred to as the Investment Funds, whereas the Loaner shall pay to the Loaner the monetary funds and the interest in the order and on the terms and conditions as stipulated by the present Agreement.

2.2. The Investment Funds shall be allocated for effecting of the Loaner's professional purpose being purchase and sale of websites for earning of monthly income from

advertising, hereinafter referred to as the Loan Purpose. The Loaner shall use the allocated Investment Funds exclusively for the purposes of the Investment Purpose.

2.3. The Loaner shall pay to the Investor annual interest of 25% (twenty five per cent) per the amount of the investment funds received by the Loaner. The Interest shall be accrued starting from the 30th day of receipt of the Investor's funds to the Loaner's account.

2.4. The Interest for using the Loan shall be paid monthly for the previous month, but not earlier than within 25 calendar days after the month's end.

2.5. The accrued Interest shall be paid upon request of the Investor within a period of upto 5 business days.

2.6 It is understood for calculation of the Interest that there 365 days in a year.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Investor shall transfer the Investment Loan to the Loaner for effecting of its Professional Purpose for the period of no less than 12 (twelve) months excluding the conditions of the point 3.3.

The moment of transfer of the Investment Funds shall be the moment of receipt of the Investment Funds to the Loaner's account.

3.2 The Loaner shall repay the Investment Loan received from the Investor within 12 (twelve) months upon the wish of the Investor and upon receipt of the Investor's repayment notice of the Investment Loan via the <http://barin.io/> website in the Personal Account.

3.3. The Investor shall be entitled to transfer the right of claiming the Loan in part or as a whole to the third persons by forming the transfer on the website <http://barin.io/> in the Personal Account.

3.4. The Loaner shall ensure the possibility to the Investor of control over the purposely usage of the Investment Funds by providing the Investor with information on the <http://barin.io/> website and in the Personal Account section about the purposes of using the Investment Funds.

### 4. RESPONSIBILITY OF THE PARTIES

4.1. The Loaner shall comply with the conditions about the purposely usage of the Investment Funds of the point 2.2.

4.2. All the obligations related to the taxation of the profit received by the Loaner and Investor shall be complied with by the Parties in accordance with the acting legislation of the Estonian Republic.

4.3. The Investor shall be fully liable to pay the taxes on the income received from the Investment Loan in the country of his taxation residency.

### 5. FORCE MAJEURE

5.1. The Parties shall be relieved from responsibility for partial or complete non-performance of their obligations under the present Contract if this failure resulted from the force majeure circumstances, which arose after conclusion of the Contract, as a consequence of extra-ordinary events that the Parties could not have foreseen or prevented.

5.2. Shall the circumstances stated in the point 5.1. of the present Agreement arise, each Party shall notify the other Party about this in written. Such notification shall contain the data about the character of circumstances, as well as the official documents certifying the presence of the circumstances and, as long as it is possible, giving an assessment as to the possibility of accomplishing by the Party of its obligations under the Agreement.

5.3. Shall any of the parties not send or send not in the due time, the notice as foreseen by the point 5.2. of the present Agreement, this Party shall reimburse the other Party the losses incurred.

5.4. In case if the conditions foreseen by the point 5.1. of the present Agreement shall occur, the period of completion of obligation under the present Agreement will be delayed in proportion of the time period during which such conditions and the consequences thereof are acting.

5.5. If the conditions and the consequences thereof as listed in the point 5.1. of the present Agreement shall continue for the period of time longer than two months, the Parties shall undertake additional negotiations to determine acceptable alternative ways to accomplish the present Agreement.

## 6. CONFIDENTIALITY

6.1. Terms and conditions of the present Agreement and the Addendums to it shall be confidential and be not disclosed.

6.2. The Parties shall undertake all the measures necessary for their employees, agents, legal successors, shall not inform the third parties about the details of the present Agreement and annexes thereof.

## 7. DISPUTES SOLUTION

7.1. All the disputes and disagreements that may arise between the parties to the present Agreement, shall be solved in the way of negotiations.

7.2. Shall it be impossible to solve the issues of arguments in the way of negotiations, these will have to be solved in the court in the order as set by the acting legislation.

## 8. TERMINATION OF THE AGREEMENT

8.1. The present Agreement is concluded for the time period until \_\_\_\_\_ “\_\_\_”, 20\_\_\_, with the exception of the point 8.2.

8.2. In case if the Investor shall not require the Loaner to repay the Investment Funds until the end of the Agreement term as per the point 3.1., the present Agreement will be

automatically extended until the moment when the Investor shall require the Loaner to repay the Investment Funds.

8.3. The Loaner shall repay the Investment Funds to the Investor according to the requirements of the point 3.2.

8.4. The Loaner shall be entitled to terminate the present Agreement unilaterally upon expiry of the Agreement's term of 12 (twelve) months. The Loaner shall notify the Investor 30 (thirty) day prior to this and repay the Investment Funds to the Investor within 14 days.

8.5. The Parties have the right to terminate the present Agreement by their mutual consent.

## 9. THE FINAL PROVISIONS

9.1. The Parties hereby agree that the documents and data transmitted via the website <https://barin.io/> and the Personal Account section, shall have the same legal power as the documents signed by the Parties personally.

9.2. Any amendments or supplements to the present Contract shall be valid only if made in writing and signed by the respectively authorized representatives of the Parties.

9.3. All the notifications and messages shall be sent by the Parties to each other in written form.

9.3. The present Agreement shall come into force since the moment of receipt of the Investment Funds at the Loaner's account.

9.4. When registering at the <https://barin.io/> website, the Loaner agrees to the general principles of processing the personal data.

9.5. Expression of the will to conclude the Agreement including the will to accept the obligations under the Agreement, shall be submitted via the <https://barin.io/> website and the Personal Account section. The Agreement shall be deemed as signed by the Investor by filling out the website form at <http://barin.io/> - "Conditions of the Agreement read and agreed to all of those".

9.6. The Parties shall be governed by the acting legislation of the Estonian Republic in all the other issues not foreseen by the present Agreement.

## 10. DETAILS OF THE PARTIES

Investor:	Loaner:
Address:	BARA High Tech Est OÜ Reg. Code 14384688 Address: Luise tn 4-46 Tallinn 10142 Estonia
Phone:	Phone: +372 555 156 44
Email:	Email: info@barin.io
Bank Account:	Bank Account: Paysera LT, EVIULT21, EUR LT733500010003282751

### SIGNATURES OF THE PARTIES:

INVESTOR:

LOANER:

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