

Subscription Order for the Bonds of UAB "Viada LT"

This document constitutes a subscription order ("**Subscription**" or "**Subscription Order**") of the subscribing person indicated in item 1 below ("**Investor**") for the bonds of UAB "Viada LT", a private limited liability company established and existing under the laws of the Republic of Lithuania, with its registered address at Vilniaus r. sav., Avižienių sen., Užubalių k., Senasis Ukmergės kel. 4, Lithuania, corporate ID code 178715423, VAT code LT787154219, data collected and kept with the Register of Legal Entities of the Republic of Lithuania ("**Company**").

Bonds of the Company are being offered in the principal amount of up to EUR 5,000,000 (the number of Bonds to be subscribed by the Investor is indicated in item 3 below) ("**Bonds**") under the Information Document, approved by the Management Board of the Company on 6 March 2020 ("**Information Document**"), which was published on the websites of the Company (www.viada.lt) and UAB FMĮ "Orion securities", acting as the Offering Broker (www.orion.lt) on the same date ("**Offering**"). The terms used in this document shall have the meanings given to them in the Information Document, unless otherwise stipulated herein.

This Subscription Order is an inseparable part of the Information Document and will at all times be interpreted and applied and should be read and constructed together with the above-mentioned document.

The Subscription constitutes the agreement on subscription of the Bonds, which shall be deemed concluded on the date of signature of this Subscription under the terms and conditions set out herein.

Subscription to: Retail Offering Institutional Offering

1. Information about Investor:

Full name / Company name and organizational form:		
Personal ID/ Company code:		
Investor's representative:		
Basis for representation:		
Personal document:		
Document No:		
Marital status of Investor:	<input type="checkbox"/> Single	<input type="checkbox"/> Married
Address of residence / Company's seat and address:		
Telephone No:		
E-mail address:		
Account number in case of repayment (if needed):		

2. Information about Subscription accepting entity:

UAB FMĮ "Orion securities", legal entity code 122033915, registered office located at Antano Tumėno str. 4, Vilnius, Lithuania.

3. Subscription of Bonds:

Number of Bonds subscribed for:
Nominal value and Issue Price per one Bond:	EUR 1,000
Total payment for all the subscribed Bonds:	EUR
ISIN of the Bonds:	LT0000404360
Securities Account Manager:
Securities Account Number:	

Please deposit all Bonds allocated to me (if any) on my personal securities account maintained by the above indicated Securities Account Manager.

4. Payment for Bonds:

Bank account No.:	LT74 7044 0600 0602 4115, portfolio No. 30777
Term for payment for the Retail Investors:	within 3 (three) Business Days after provision of the Subscription, but no later than until 30 March 2020 (5 p.m. Vilnius time)
Term for payment for the Institutional Investors:	it/he/she must ensure, that no later than on 30 March 2020 there are sufficient funds on its/his/her cash account connected to securities account with the broker to cover the whole transaction amount, which will be done after the allocation, as indicated in the Information Document

Investor's representations:

- I have read the Information Document, including the 'Risk Factors' in English, the Articles of Association of the Company and the contract between the Company and the Trustee, and accept the provisions thereof as well as terms and conditions of the Offering;
- I consent to be allotted a lower number of Bonds than the number specified in item 3 of this Subscription, or not be allotted any Bonds at all pursuant to the Information Document;
- I agree that following the Bond allocation the Bonds allotted to me will be transferred to my Securities' account details of which are indicated in item 3 of this Subscription Order;
- I am not a US person in the meaning of Regulation S and I am not subject to any other jurisdiction in which placing of this Subscription is not in conformity with law, and I represent that I am authorised to place a Subscription in accordance with the Information Document;
- I am aware that this Subscription for the Bonds is unconditional;
- I consent to disclosure of my personal data considered as professional secrecy and any other information related to the placed Subscription to the Company, to the extent it is necessary for the performance of the Offering, and authorize the Company to obtain such information*;
- I place this Subscription on my own initiative based on my informed decision, in particular not as a result of investment advisory provided by the entity accepting Subscriptions;
- I am aware that investing in Bonds is inherently associated with investment risk that can be inadequate for my knowledge and experience.

* If the Investor is not a natural person, the consent to process and disclose the personal data applies to personal data of natural persons (proxies or representatives of the Investor) placing a Subscription on behalf of the Investor. Other issues regulated by the consent apply to the Investor's personal data.

Full name and signature of the Investor

Date, full name, signature of employee accepting the Subscription

The Investor shall bear responsibility for any consequences resulting from incorrect completion of the Subscription

Other terms of the Agreement on Subscription for the Bonds of UAB “Viada LT”

1. SUBJECT OF THE SUBSCRIPTION

- 1.1. Based on this Subscription the Company provides to the Investor to subscribe the Bonds, the amount of which is indicated in item 3 above (unless allotted less to the Investor) and obliges to redeem thereof, and the Investor subscribes the Bonds and obliges to fully pay thereof. The Bonds, subscribed hereof are issued under the terms indicated in the Information Document, the main of which are as follows (below are indicated terms of all the Bonds):

Currency:	EUR
ISIN Code:	LT0000404360
Aggregate principal amount of Bonds:	Up to EUR 5,000,000
Nominal amount of the Bond:	EUR 1,000
Expected Issue Date:	1 April 2020
Annual Interest Rate:	5%
Interest Payment Dates:	1 October 2020, 1 April 2021, 1 October 2021, 1 April 2022, 1 October 2022, 1 April 2023. Interest payments and any other payments on the Bonds (including, without limitation the Redemption Amount), will be made to the persons indicated as Bondholders in Nasdaq CSD system as at the close of the third business day (i.e. at 23:59 Vilnius time) before such payment
Maturity Date:	1 April 2023
Minimum Investment Amount:	EUR 1,000
Issue Price of the Bond:	EUR 1,000

- 1.2. The Bonds shall be served and allotted according to the time priority principle (first come-first serve), i.e. the first Investors, which have provided their Subscription Orders shall be allotted the Bonds first up to the time and amount, when the Subscriptions for all the Bonds of the aggregate principal amount (EUR 5,000,000) shall be provided. When this aggregate principal amount of Subscriptions is reached, no more Bonds shall be allotted to the Investors. If the situation is such that the respective Investor, providing the Subscription, reaches and exceeds the aggregate principal amount, his/her/its Subscription will be reduced accordingly, so that the maximum principle amount (EUR 5,000,000) is not exceeded. The confirmation regarding the reduced Subscription will be sent to such Investor by the Company or the Offering Broker. To other Investors, which Subscriptions will be satisfied in full, no confirmations will be sent neither by the Company, nor by the Offering Broker.
- 1.3. Detailed rules regarding subscription and allocation of the Bonds are provided in the Information Document.
- 1.4. There are no restrictions on transfer of Bonds as they are described in the applicable Lithuanian laws. However, the Bonds cannot be offered, sold, resold, transferred or delivered in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful or require measures other than those required under Lithuanian laws, including, without limitation, in the United States of America. For more information on this issue please see Section 1.2 of the Information Document *Notice to Prospective Investors and Selling Restrictions*.

2. OBLIGATIONS AND CONFIRMATIONS OF THE COMPANY

- 2.1. If the Bonds (part thereof) will be allocated to the Investor, as from the day of issuance of the Bonds, the Company shall accept the commitment to redeem the Bonds and pay the accrued interest, as indicated in the Information Document.
- 2.2. The Company expects that the Bonds shall be admitted to trading on First North in Lithuania, a multilateral trading facility (alternative market in Lithuania) administered by the regulated market operator Nasdaq Vilnius AB (“**First North**”) within 1 (one) month as from placement of the Bonds the latest. Disregarding this, the Company will put its best endeavours so that this term would be as short as practicable possible.
- 2.3. The Bondholders’ rights and interests shall be represented by the trustee of the Bondholders UAB “Audito nauda”, a private limited liability company established and existing under the laws of the Republic of Lithuania, corporate ID code 169290539, with its registered address at Biržų g. 2, Pasvalys, Lithuania, as required under the Law of the Republic of Lithuania on Protection of Interests of Bondholders (“**Law on Protection of Interests of Bondholders**”), or other subject, if during the term of validity of Bonds this trustee is replaced with other trustee (“**Trustee**”).
- 2.4. All payments in respect of the Bonds by the Company shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”), unless the withholding or deduction of the Taxes is required by laws of the Republic of Lithuania. In such case, the Company shall make such payment after the withholding or deduction has been made and shall account to the relevant authorities in accordance with the applicable laws for the amount so required to be withheld or deducted. The Company will not be obliged to make any additional compensation to the Bondholders in respect of such withholding or deduction.
- 2.5. If an Event of Default (as defined below) occurs, the Company immediately and without any delay shall notify the Bondholders by way of notification on material event about the occurrence of an Event of Default. Accordingly, on the 10th (tenth) Business Day after the occurrence of an Event of Default the Company shall prepay all Bondholders the outstanding principal amount of the Bonds and the interest accrued on the Bonds, but without any premium or penalty. Interest on the Bonds accrues until the prepayment date (excluding the prepayment date). Each of the following events shall constitute an event of default (“**Event of Default**”):
- 2.5.1. **Non-Payment:** Any amount of interest on or principal of the Bonds has not been paid within 20 (twenty) Business Days from the relevant due date, unless the failure to pay is caused by a reason of Force Majeure, as described in the Information Document.
- 2.5.2. **Breach of Other Obligations:** The Company fails to perform any its obligations pursuant to the Information Document or otherwise acts in contravention of the Information Document, except that the Company has rectified such situation within 1 (one) month after the Company becomes or should have become aware of such failure to comply thereof.
- 2.5.3. **Cross Default:** Any outstanding indebtedness (including guarantees given by the Company) of the Company or its Subsidiary in a minimum amount of EUR 1,000,000 (one million euro) or its equivalent in any other currency, is accelerated prematurely because of default, howsoever described, or if any such indebtedness is not paid or repaid

on the due date thereof or within any applicable grace period after the due date, or if any security given by the Company for any such indebtedness becomes enforceable by reason of default.

- 2.5.4. **Cessation of Business:** The Company or/ and its Subsidiary cease to carry on its current business in its entirety or a substantial part thereof, other than: (i) pursuant to any sale, disposal, demerger, amalgamation, reorganization or restructuring or any cessation of business in each case on a solvent basis and within the Group, or (ii) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting, or (iii) in relation to a Subsidiary, if the cessation of the respective business (or substantial part thereof) of the Subsidiary is required by any specific EU regulations or laws of the Republic of Lithuania or of other country, the laws of which are applicable to the Subsidiary or decisions of any regulatory authority and it does not materially affect the Company's ability to fulfil its obligations with regard to the Bonds.
- 2.5.5. **Liquidation:** An effective resolution is passed for the liquidation of the Company or of its Subsidiary other than, in case of a Subsidiary: (i) pursuant to an amalgamation, reorganization or restructuring in each case within the Group, or (ii) as a result of the cessation of the respective business required by any specific EU regulations or laws of the Republic of Lithuania or of other country, the laws of which are applicable to the Subsidiary or decisions of any regulatory authority in relation to the operation of the Company or of its Subsidiary and it does not materially affect the Company's ability to fulfil its obligations with regard to the Bonds, or (iii) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting.
- 2.5.6. **Insolvency:** (i) The Company or its Subsidiary is declared insolvent or bankrupt by a court of competent jurisdictions or admits inability to pay its debts; (ii) the Company or its Subsidiary enters into any arrangement with majority of its creditors by value in relation to restructuring of its debts or any meeting is convened to consider a proposal for such arrangement; or (iii) an application to initiate insolvency, restructuring (including procedures such as legal protection process (TAP) and out of court legal protection process (ATAP)) or administration of the Company or of its Subsidiary or any other proceedings for the settlement of the debt of the Company or of its Subsidiary is submitted to the court by the Company or by its Subsidiary. In case of the Company's liquidation or insolvency the Investor shall have a right to receive payment of the outstanding principal amount of the Bonds and the interest accrued on the Bonds according to the relevant laws governing liquidation or insolvency of the Company.

3. RIGHTS AND OBLIGATIONS OF THE INVESTOR

- 3.1. The Investor hereby undertakes to subscribe for all units of the Bonds and pay thereof under the terms, indicated in the Information Document and this Subscription.
- 3.2. Bondholders (Including the Investor, if he shall be allotted the subscribed Bonds or part thereof) shall have the rights provided in Law on Protection of Interests of Bondholders, the Civil Code, the Law on Companies and other laws regulating the rights of bondholders, as well as the rights specified in the decision to issue Bonds. The Bondholders shall have the following main rights:
- 3.2.1. to receive the cumulative interest accrued semi-annually;
- 3.2.2. to receive the nominal value of Bonds and the cumulative interest accrued on the Maturity Date of the Bonds;
- 3.2.3. to sell or transfer otherwise all or part of the Bonds;
- 3.2.4. to bequeath all or part of owned Bonds to the ownership of other persons (applicable only towards natural persons);
- 3.2.5. to participate in the Bondholders' Meetings;
- 3.2.6. to vote in Bondholders' Meetings;
- 3.2.7. to initiate the convocation of the Bondholders' Meetings following the procedure and in cases provided for in the Law on Protection of Interests of Bondholders;
- 3.2.8. to adopt a decision to convene the Bondholders' Meeting following the procedure and in cases provided for in the Law on Protection of Interests of Bondholders;
- 3.2.9. to obtain the information about the Company, the issue of Bonds or other information related to the protection of his/her/its interests;
- 3.2.10. to receive the copy of the contract concluded between the Company and the Trustee;
- 3.2.11. other rights, established in the applicable laws or in the documents of establishment of the Company.
- 3.3. The rights the Investor possesses are of equal legal power to those of other creditors of the Company.
- 3.4. The Bondholders do not have a right to require to redeem the Bonds prior to the Maturity Date, unless the Company has prepaid the Bonds in accordance with Article 2.5 above or in case the Bondholders' Meeting, upon proposal of the Company, has decided that the Bonds shall be redeemed prior to the Maturity Date.
- 3.5. Disregarding Article 3.4 above, the Bonds shall be redeemable at the option of the Issuer prior to their maturity in accordance with the following conditions:
- 3.5.1. early redemption may occur at the discretion of the Issuer no earlier than 2 years after the Issue Date;
- 3.5.2. at the respective Early Optional Redemption Amount, which will be at 100.5% of Nominal amount plus accrued Interest from last Interest payment date; and
- 3.5.3. with at least 15 days written notice to the Trustee.
- 3.6. The Bonds shall be considered as redeemed after the respective funds shall be transferred to the accounts indicated by the Investors without separate requests/requirements of the Investors. As from this moment the Company shall be deemed to be fully executed the obligations, related to the Bonds and their redemption, disregarding the fact, whether the Investor actually accepts the indicated funds. In case requisites of the account of the Investor (Bondholder) changes, he/she/it shall have an obligation to inform the Company thereof and accepts all the liability for not executing this obligation.
- 3.7. If the mentioned amounts are not transferred to the account indicated by the Bondholders, the Bondholders shall have a right to claim for redemption of the Bonds within 3 (three) years after the Maturity Date. If the Bondholders shall not claim redemption of the Bonds within the indicated 3 (three) years term, the respective Bondholders shall forfeit the right of claim.
- 3.8. No expenses or taxes will be charged to the Investor by the Company in respect to the Offering of the Bonds. However, the Investor may be obliged to cover expenses which are related to the opening of securities accounts with credit institutions or investment brokerage firms, as well as commissions which are charged by the credit institutions or investment brokerage firms in relation to the execution of the Investor's purchase or selling orders of the Bonds, the holding of the Bonds or any other operations in relation to the Bonds. The Issuer and or the Offering Broker will not compensate the Bondholders for any such expenses.

4. VALIDITY OF THE SUBSCRIPTION

- 4.1. The Subscription comes into force on the day of signing hereof by both parties the Company and the Investor ("**Parties**") and expires on the day at which the Parties shall appropriately complete all their duties assigned by the Subscription or the

Subscription will be terminated and/or deemed as invalid in cases, indicated in the Information Document and/or the applicable legal acts.

- 4.2. The Subscription may be withdrawn by the Investor in cases indicated in the Information Document and/or in the applicable legal acts.

5. OTHER CONDITIONS

- 5.1. Each Party states to each other that: (i) in order to sign the Subscription under conditions specified hereof none of the Parties encountered any threat, violence, or economic pressure; (ii) it is agreed on all the conditions which were necessary for the Subscription to be considered as formed by each Party; (iii) all the conditions of the Subscription were fully discussed and agreed on by each Party individually, i.e. each condition of the Subscription was separately discussed and agreed on; (iv) the Party does not have any urgent needs, which would determine signing of the Subscription; (v) the Party is acting prudently and is appropriately and fully informed about the content and essence of the Subscription; (vi) the Party has no doubts that it possesses sufficient negotiations experience needed for the successful negotiation on the conditions of the Subscription; (vii) the Party had and has a possibility to consult professional and highly qualified consultants about the formation and implementation of the Subscription; (viii) the Party does not consider and will not consider itself as an economically weak and inexperienced party; (ix) the Party does not consider and will not consider the duties of the Parties as being disproportionate (and by that breaching the principle of equality) and unfair; (x) the Party has absolute and unrestricted right, powers and competence to sign this Subscription and to fulfil all duties and obligations provided for hereof; (xi) neither the conclusion of this Subscription, nor fulfilment of its conditions is in conflict with and violates (a) any decision, order, decree or instruction of any court, governmental or local authorities, which is mandatory for the Party; (b) any contract, agreement or another binding document, that the Party is a party to; or (c) provisions of any law or another legal act applicable to the Party.
- 5.2. Any and all notices, requests, written demands or other documents under this Subscription ("**Notices**") shall be sent to the addresses specified in this Subscription above, subject to the condition that the Company following Admission of its Bonds to trading on First North will have a possibility to announce all its respective Notices as material event notifications, which will be deemed to be duly received by the Bondholders as from the moment of announcement thereof. Any and all Notices under this Subscription shall be deemed to have been duly delivered if delivered personally to the addresses indicated in this Subscription against signature or are sent by registered or courier mail or by e-mail. Each Party must give a notification of any changes in its address and/ or other contact details given in this Subscription to the other Party no later than within 3 (three) business days after such change occurs. In case the Party fails to make such notification, any Notice or communication sent to the last notified address shall be deemed to be properly made. Any notice shall be deemed received on the date of its service to the Party (if sent by registered mail, by courier or delivered against signature) or, if sent by e-mail, on the date of its dispatch, when a notice is sent on official business hours, or on the next business day, when it is sent after business hours. All Notices shall be made and shall be valid if made in Lithuanian and/ or English language.
- 5.3. Arguments or other disagreements related to the Subscription shall be resolved in the negotiations between the Parties. If arguments or other disagreements could not be resolved in negotiations within 20 (twenty) days after the beginning of the negotiations, the arguments or other disagreements shall be finally solved according to the procedure specified in the applicable laws of the Republic of Lithuania in the court of the registered office of the Company. Beginning of the negotiations shall be considered the day on which, after occurrence of the argument or any other disagreement, related to the Subscription, between the Parties, one Party has approached another Party with a proposal in written form to solve the argument or any other disagreement in the negotiations. In such a case when both Parties approach each other in written form with proposals to solve an argument of any other disagreement, related to the Subscription, the beginning of negotiations shall be considered the day on which one of the Parties had first received such a proposal.
- 5.4. The data provided in the Information Document as well as in this Subscription, is of informative kind and cannot be interpreted as Company's personal or general recommendation, instruction or invitation to buy or sell Bonds and cannot be the basis or part of any later formed related transaction.
- 5.5. All the issues, related to Bonds, subscription and payment thereof as well as any other questions in connection therewith, not fully addressed in this Subscription, are addressed in the Information Document and/or in the applicable legal acts of the Republic of Lithuania.
- 5.6. The Subscription is made in 3 (three) copies in English language, each copy being held as original and having equal legal power, one to be delivered to the Investor, one to the Company and one to the Offering Broker.