UAB Consilium optimum
(a private limited liability company registered in the Republic of Lithuania with legal entity code 300049915)

INFORMATION DOCUMENT FOR THE ISSUANCE OF BONDS IN THE AMOUNT OF UP TO EUR 12,000,000

Under this information document for the issuance of bonds in the amount of up to EUR 12,000,000 (the **Information Document**) UAB Consilium optimum, a private limited liability company (in Lithuanian – *uždaroji akcinė bendrovė*) incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 300049915, with registered office at Liongino Baliukevičiaus-Dzūko g. 50, LT-06325, Vilnius, Lithuania (the **Company** or the **Issuer**) may issue and offer from time to time in one or several tranches (the **Tranches**) non-convertible bonds denominated in EUR, having maturity up to 36 months and with fixed interest rate (the **Bonds**). The maximum aggregate nominal amount of all Bonds from time to time outstanding under this Information Document will not at any time exceed EUR 12,000,000. The Bonds will be issued in a denomination of EUR 1,000 per Bond.

Any Bonds issued under this Information Document on or after the date of this Information Document are issued in accordance with the provisions described herein.

To the extent not set forth in this Information Document, the specific terms of any Bonds will be included in the relevant final terms (the **Final Terms**) (a form of which is contained herein). This Information Document should be read and construed together with any supplement hereto and with any other documents incorporated by reference herein, and, in relation to any Tranche of Bonds and with the Final Terms of the relevant Tranche of Bonds.

This Information Document has been prepared in accordance with the provisions of Article 7 of the Law on Securities of the Republic of Lithuania (the **Law on Securities**), Article 78(2) of the Law on Companies of the Republic of Lithuania (the **Law on Companies**), and the Description of the Procedure for the Preparation and Publication of the Information Document Required for the Public Offering of Medium-Sized Issues of Securities and Medium-Sized Crowdfunding Transactions, as approved by Resolution No 03-45 of the Board of the Bank of Lithuania.

This Information Document does not constitute a prospectus of securities as defined in Regulation (EU) No 2017/1129 (the **Prospectus Regulation**) and the Law on Securities, and it has not been, and will not be, approved by the Bank of Lithuania or any other regulatory authority of any other jurisdiction. This issue of the Bonds under this Information Document is exempt from the requirement to prepare a prospectus based on Article 3(2) of the Prospectus Regulation and Article 5(2) of the Law on Securities.

This Information Document is valid for a period of 12 (twelve) months from the date of its signing (as indicated below). The obligation to supplement the Information Document in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Information Document is no longer valid.

Application will be made for Bonds issued under this Information Document to be admitted on the Issue Date to listing and trading on the alternative market First North of AB Nasdaq Vilnius, legal entity code 110057488, having its address at Konstitucijos pr. 29, LT-08105, Vilnius, Lithuania (**Nasdaq Vilnius**).

The Information Document does not constitute an offer to sell or the solicitation of an offer to purchase the Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The distribution of this Information Document may also be restricted by law in some jurisdictions. Persons in possession of the Information Document must therefore be aware of and comply with such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of such jurisdiction.

Investment in the Bonds to be issued under this Information Document involves certain risks. Prospective investors should carefully acquaint themselves with such risks before making a decision to invest in the Bonds. The principal risk factors that may affect the Issuer's ability to fulfil its obligations under the Bonds are discussed in Section 5 (*Risk factors*) below.

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1. DEFINITIONS

Capitalised terms used in this Information Document have the meanings ascribed to them in this Section. This Section also consolidates definitions found throughout the document to provide a comprehensive reference for all defined terms:

Affected Party	means the Issuer, the Lead Manager, Nasdaq CSD, or any other person involved in the offering who is entitled to postpone the fulfilment of its obligations under this Information Document due to the continuous existence of specified circumstances that make performance impossible.
Agreement on Bondholders' Protection	means the agreement on Bondholders' protection concluded by the Issuer and Trustee.
Auction	means the process facilitated by Nasdaq Vilnius for the subscription of each Tranche.
Auction Rules	means the set of detailed procedures prepared by the Lead Manager and published on the Nasdaq website (www.nasdaqbaltic.com) before the opening of the Auction for the relevant Tranche.
Bondholders	means the holders of the Bonds.
Bondholders' Meeting	means the meeting of the Bondholders.
Bonds	means up to 12,000 units of Bonds with a nominal value of EUR 1,000 each (total nominal value up to EUR 12,000,000).
Business Day	means a day on which the Depository system is open and operational.
Company	has the same meaning as the Issuer.
Depository	means a central security depository in the Republic of Lithuania.
EBITDA	means earnings before interest, taxes, depreciation, and amortization.
Event of Default	means any occurrence specified in the terms and conditions of the Bonds that triggers the right, but not the obligation, for Bondholders to demand immediate redemption of their Bonds.
Existing Bondholders	means the owners of the Existing Bonds.
Existing Bonds	means the bonds issued by the Issuer under the names: (i) EUR 12.00 CONSILIUM OPTIMUM BOND 24-2027 (ISIN: LT0000409047), and (ii) EUR 9.00 CONSILIUM OPTIMUM BOND 24-2027 (ISIN: LT0000411266).
Final Terms	means the terms of each Tranche of the Bonds in the form provided in Annex 1.
General Terms and Conditions	means the general terms and conditions that shall apply to each Tranche.

Group	means the Issuer and its subsidiaries.
Information Document	means the information document relating to the public offering of the Bonds.
Interest	means the interest on the Bonds calculated in accordance with Section 7.8 (*Interest*).
Interest Payment Date	means the date for the payment of the Interest as specified in the Final Terms.
Investor	means the retail investor and/or institutional investor.
Issue Date	means the issue date of each Tranche as specified in the Final Terms.
Issue Price	means the issue price of each Tranche as specified in the Final Terms.
Issuer	means UAB Consilium optimum, a private limited liability company (in Lithuanian – *uždaroji akcinė bendrovė*) incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 300049915, with registered office at Liongino Baliukevičiaus-Dzūko g. 50, LT-06325, Vilnius, Lithuania.
Law on Companies	means the Law on Companies of the Republic of Lithuania.
Law on Protection of Interests of Bondholders	means the Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania.
Law on Securities	means the Law on Securities of the Republic of Lithuania.
Lead Manager	means FMĮ OSUM Securities, UAB, legal entity code 300153084, having its address at Lenktoji g. 34, LT-01400 Vilnius, Lithuania.
LFRS	means the Lithuanian Financial Reporting Standards.
Maturity Date	means the date specified in the Final Terms when the Bonds shall be repaid in full at their nominal amount.
Minimum Investment Amount	means the minimum investment amount for the subscription of the Bonds as indicated in the Final Terms.
Nasdaq CSD	means Nasdaq CSD SE Lithuanian branch, legal entity code 304602060, having its address at Konstitucijos pr. 29-1, LT-08105, Vilnius, Lithuania.
Nasdaq Vilnius	means AB Nasdaq Vilnius, legal entity code 110057488, having its address at Konstitucijos pr. 29, LT-08105, Vilnius, Lithuania, which operates the alternative market First North (**First North**).
Prospectus Regulation	means the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC, as supplemented or amended from time to time.

Record Date	means the 3rd (third) Business Day preceding the due date for the payment.
Response	means the written reply from the Issuer to the Trustee's request for confirmation or denial of a potential Event of Default.
RRT	means the Communications Regulatory Authority of the Republic of Lithuania (*Ryšių reguliavimo tarnyba*).
Settlement Agent	means the Depository participant specified in the Final Terms, in whose subscription account the Bonds will initially be book-entered.
Subscription Orders	means an order submitted by an Investor to subscribe for and purchase the Bonds during the Subscription Period.
Subscription Period	means the subscription period for each Tranche as specified in the Final Terms.
Taxes	means any present or future taxes, duties, assessments or governmental charges of whatever nature.
Tranches	means a portion of the Bonds issued under this Information Document, where all Bonds within a single Tranche are subject to identical terms, except for potentially different Issue Dates and Issue Prices.
Trustee	means UAB AUDIFINA, a private limited liability company, legal entity code 125921757, with its registered address at A. Juozapavičiaus g. 6, LT-09310, Vilnius, Lithuania.

2. SUMMARY

2.1. Information Document

UAB Consilium optimum (the **Company** or the **Issuer**) has prepared this information document (the **Information Document**) relating to the public offering of the Company's bonds (the **Bonds**) up to the maximum amount of EUR 12,000,000.

This Information Document does not constitute a prospectus of securities as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council (the **Prospectus Regulation**) and the Law on Securities of the Republic of Lithuania (the **Law on Securities**), and it has not been and will not be approved by the Bank of Lithuania or any other regulatory authority. The issue of the Bonds under this Information Document is exempt from the requirement to prepare a prospectus based on Article 3(2) of the Prospectus Regulation and Article 5(2) of the Law on Securities.

Any decision to invest in the Bonds should be made by the Investor based on an assessment of the entire Information Document, including the General Terms and Conditions, the Final Terms and all supplements or annexes thereto.

The Information Document is dated 26 June 2026 and remains valid for 12 (twelve) months from the date of its publication.

2.2. Background information on the Issuer

(a) Key data on the Issuer

The Issuer is UAB Consilium optimum, a private limited liability company incorporated and operating under the laws of the Republic of Lithuania, legal entity number 300049915, registered office address Liongino Baliukevičiaus-Dzūko g. 50, LT-06325, Vilnius, Lithuania, telephone: +37052484449, e-mail: info@fastlink.lt, website address: www.fastlink.lt.

(b) Principal activities of the Issuer

The Issuer offers a variety of innovative services, including internet, smart TV, mobile, video surveillance, and more. The Issuer provides telecommunications services to both private and business customers. The telecommunications services provided by the Issuer are divided into 6 segments: (i) fibre optic internet, (ii) smart TV, (iii) mobile connectivity, (iv) 4G/5G internet, (v) video surveillance, (vi) other IT/IP services.

(c) Issuer's shareholders

The sole shareholder of the Issuer, which owns 100% of the Company's share capital, carrying 100% of the votes at the General Meeting of Shareholders, is Vitalijus Romualdas Andrijauskas.

(d) Management of the Issuer

The Company has a one-person management body, the Managing Director. The Supervisory Board and the Management Board are not formed.

The Managing Director of the Company is Vitalijus Romualdas Andrijauskas.

2.3. Basic information on the Bonds

Bonds	Up to 12,000 units of Bonds with a nominal value of EUR 1,000 each (total nominal value up to EUR 12,000,000).
Issue Price	The Bonds may be issued at their nominal amount or at a discount or a premium to their nominal amount. The Issue Price shall be specified in the Final Terms.
Minimum investment amount	The Bonds will be offered for subscription for a minimum investment amount that will be specified in the Final Terms.
Interest	The Bonds will bear interest at a fixed annual interest rate as specified in the Final Terms.
Maturity	The Bonds shall be repaid in full at their nominal amount on the date which will be specified in the Final Terms. Each Tranche of Bonds may have a maturity up to 36 months.
Early Redemption by the Issuer	The Issuer’s right to redeem the Bonds prior to the Maturity Date may be set out in the Final Terms of the relevant Tranche. Where such early redemption is provided for, the Issuer shall give notice thereof 14 (fourteen) days prior to the relevant redemption date.
Early Redemption by the Bondholders	The Bondholders have no right to demand the redemption of the Bonds prior to the Maturity Date, except for the cases outlined in the Information Document.
Other terms of the Bonds	Please refer to other Sections of the Information Document.

2.4. Risk warning

Investing in the Bonds involves significant risks. By purchasing the Bonds, the Investor assumes the risks outlined in this Information Document pertaining to both the Issuer and the Bonds. If any of these risks materialise, the Investor may not receive the expected return or may lose all or part of the invested capital. The Bonds are not bank deposits and are not insured by any deposit guarantee scheme.

Investors are advised to carefully review the information contained in this Information Document, including the risk factors set out in Section 5 (*Risk factors*), before making a decision to purchase the Bonds. Nothing in this Information Document shall be construed as investment advice or a recommendation by the Issuer, the Lead Manager, or any other person. The Issuer does not provide recommendations or advice on the purchase of the Bonds.

Investors should conduct their own inquiries into the legal, regulatory, and tax consequences associated with the purchase, holding, and disposal of the Bonds. Each prospective Investor is encouraged to consult with their own financial, legal, business, and tax advisers to fully understand the merits and risks associated with an investment in the Bonds.

3. IMPORTANT INFORMATION

3.1. Information Document

The Company has prepared this Information Document in connection with the offering of the Bonds, solely for the purpose of enabling any prospective Investor to consider an investment in the Bonds. The information contained in the Information Document has been provided by the Issuer and other sources identified herein.

This Information Document should be read and construed together with any updates, supplements hereto (if any), and with any other documents attached herein and/or incorporated by reference (if any).

3.2. Responsible persons

The person responsible for the information provided in this Information Document is UAB Consilium optimum, legal entity code 300049915, with the registered office at Liongino Baliukevičiaus-Dzūko g. 50, LT-06325, Vilnius, Lithuania. The Company accepts responsibility for the information contained in this Information Document. To the best of the knowledge and belief of the Company, the information contained in this Information Document is true, in accordance with the facts, and no important information that could affect its meaning has been omitted.

Vitalijus Romualdas Andrijauskas
Managing Director of the Issuer

This document is signed electronically with secure electronic signatures containing time stamps.

3.3. Disclaimer

The Lead Manager and the Company's legal adviser expressly disclaim any liability based on the information contained in this Information Document or any individual parts hereof and will not accept any responsibility for the correctness, completeness or import of such information. No information contained in this Information Document or disseminated by the Company in connection with the Offering may be construed to constitute a warranty or representation, whether express or implied, made by the Lead Manager or the Company's legal adviser. Neither the Company nor the Lead Manager or the Company's legal adviser will accept any responsibility for the information pertaining to the Offering, the Issuer or its operations, where such information is disseminated or otherwise made public by third parties either in connection with this Offering or otherwise. By participating in the Offering, Investors agree that they are relying on their own examination and analysis of this Information Document and any information on the Company that is available in the public domain. Investors should also acknowledge the risk factors that may affect the outcome of such investment decision (as presented in Section 5 (*Risk Factors*)). Investors should not assume that the information in this Information Document is accurate as of any other date than the date of this Information Document. The delivery of this Information Document at any time after the conclusion of it will not, under any circumstances, create any implication that there has been no change in the Company's affairs since the date hereof or that the information set forth in this Information Document is correct as of any time since its date. In the case of a dispute related to this Information Document or the Offering, the claimant may have to resort to the jurisdiction of the Lithuanian courts and consequently a need may arise for the claimant to cover relevant state fees and translation costs in respect of this Information Document or other relevant documents.

3.4. Presentation of financial information, information incorporated by reference

(a) Presentation of financial and other information

This Information Document incorporates by reference the audited stand-alone financial statements of the Issuer for the financial year ended 31 December 2024 and for the financial year ended 31 December 2025, together with the annual reports and independent auditor's reports on the financial statements. The financial statements of the Issuer have been prepared in accordance with the Lithuanian Financial Reporting Standards (the **LFRS**).

This Information Document is based on the details available as of 26 June 2026. Unless expressly stated otherwise, all information contained herein shall be deemed accurate as of that date. Where reference is made to information as of a different date, such date shall be explicitly stated.

(b) Rounding of figures

In this Information Document, numerical and quantitative values (e.g. monetary values, percentage values, etc.) are given with such precision as the Company considers sufficient to provide adequate and sufficient information on the relevant matter. Quantitative values have sometimes been rounded to the nearest reasonable decimal or whole number value to avoid excessive detail. As a result of rounding, some values may not add up to the total. Exact figures are presented in the Company's financial statements where they contain relevant information.

(c) Third party information and market information

Information contained in certain parts of this Information Document may be sourced from third parties. In such cases, the Information Document will specify the origin of such information.

Such information, to the best of the Company's knowledge and to the extent verifiable from data published by third parties, has been accurately conveyed and no facts have been omitted which would render the conveyed information inaccurate or misleading.

Certain information relating to the markets in which the Company operates is based on the best judgment of the Company's management. Reliable market information on the industry in which the Company operates may not be available or may be incomplete. Despite taking all reasonable measures to assess, to the best possible extent, the pertinent market situation and industry information, it should be noted that such information may not be regarded as definitive or indisputable. Investors are advised to carry out their own research on the relevant market or to seek professional advice. Market share information reflects the views of the Company's management unless specifically stated otherwise.

(d) Statements of a predictive nature

This Information Document contains forward-looking statements. Such forward-looking statements are based on current expectations and projections about future events, which are in turn made on the basis of the best judgment of the Company's management. Certain statements are based on the belief of the Company's management as well as assumptions made by and information currently available to the management. Any forward-looking statements included in this Information Document are subject to risks, uncertainties and assumptions about the future operations of the Issuer, the macroeconomic environment and other similar factors.

In particular, such forward-looking statements may be identified by use of words such as *strategy, expect, forecast, plan, anticipate, believe, will, continue, estimate, intend, project, goals, targets, would, likely, anticipate* and other words and expressions of similar meaning. Forward-looking statements can also be identified by the fact that they do not relate strictly to historical or current facts. As with any projection or forecast, they are inherently susceptible to uncertainty and changes in circumstances, and the Company is under no obligation to, and expressly disclaims any obligation to, update or alter its forward-looking statements contained in this Information Document whether as a result of such changes, new information, subsequent events or otherwise.

The validity and accuracy of any forward-looking statements is affected by the fact that the Issuer operates in a competitive business. This business is affected by changes in domestic and foreign laws and regulations, taxes, developments in competition, economic, strategic, political and social conditions and other factors. The Issuer's actual results may differ materially from management's expectations because of the changes in such factors. Other factors and risks could adversely affect the operations, business or financial results of the Issuer (please see Section 5 (*Risk Factors*) for a discussion of the risks which are identifiable and deemed material at the date hereof).5

4. BASIC INFORMATION ON ISSUER

Name of the Issuer	UAB Consilium optimum
Legal entity number	300049915
LEI code	984500BF7C6ED6C69161
Legal form	Private limited liability company (in Lithuanian – *uždaroji akcinė bendrovė*)
Country of registration	Lithuania
Date of registration with the Register of Legal Persons / date of incorporation	25 August 2004
Duration of the Company's operation	Unlimited
Main legislation governing the Issuer's activities	The Civil Code of the Republic of Lithuania, the Law on Companies, other legal acts of the Republic of Lithuania
Registered address	Liongino Baliukevičiaus-Dzūko g. 50, LT-06325, Vilnius, Lithuania
Contact phone number	+37052484449
E-mail	info@fastlink.lt
Website	www.fastlink.lt The following documents will be made available on the Issuer's website: (a) Information Document, including Final Terms; (b) Articles of Association of the Issuer; (c) Financial statements of the Issuer; (d) Investor presentation.

5. RISKS RELATED TO ISSUER AND BONDS

The following discloses certain risk factors that may affect the Issuer's ability to meet its obligations under the Bonds. All of these factors are contingencies which may or may not occur and the Issuer cannot express any opinion as to the likelihood of the occurrence of any of these contingencies. In addition, the following describes the factors that are relevant for assessing the risks associated with the Bonds. The risks outlined below may adversely affect the Issuer and, in severe instances, may result in the Issuer's insolvency and a violation of the covenants established under the Bonds.

Investors should carefully review and consider the following risk factors and other information contained in this Information Document before making a decision to purchase/subscribe for the Bonds. If one or more of the risks described below were to occur, it could have a material adverse effect on the Issuer's business and prospects. In addition, if any of these risks were to occur, the market value of the Bonds and the likelihood that the Issuer will be able to meet its monetary obligations under the Bonds could decline, in which case the Bondholders could lose all or part of their investment. Additional risks and uncertainties that are not currently known to the Issuer, or that the Issuer currently considers to be immaterial, could also impair the Issuer's business and have a material adverse effect on its cash flows, financial performance, and financial position. The order in which the risks are presented does not reflect the likelihood of their occurrence or the magnitude of their potential impact on the Issuer's cash flows, financial performance, and financial condition.

5.1. Risks related to Issuer

RISK	DESCRIPTION
Economic environment risk	The Issuer's activities and results are contingent upon economic developments both domestically in Lithuania and internationally. In the event of an economic downturn, the demand for the Issuer's services may decrease, the risk of insolvency of the Issuer's customers may increase, which may have a negative impact on the implementation of the Issuer's business strategy and results.
Credit risk	The Issuer's customers may be financially unable to make settlements or may avoid meeting their contractual obligations. As at the date of this Information Document, the Issuer in total serves more than 46 thousand clients, a significant majority of which are private persons. As a result, the Issuer does not face any significant client concentration or dependency on largest accounts. Nevertheless, though limited, credit risk still exposes the Issuer to the risk of financial losses and potential revenue shortfalls.
Liquidity risk	The Company may not have sufficient cash or other liquid financial resources to meet its financial obligations in a timely manner. Based on the balance sheet data as at 31 December 2025, the current liquidity position of the Issuer is rather strong – the current ratio is equal to 4.15 and the quick ratio to 2.21, indicating that the Issuer can fully cover current liabilities using current assets. However, if in the future the liquidity situation changes, this could result in unexpected losses which may cause temporary or permanent insolvency of the Company.
Competition risk	The Issuer operates in a competitive market characterised by the dominance of several large market players holding oligopolistic positions. The emergence of new players or significant pricing changes by existing market participants may adversely affect the Issuer's ability to grow its sales or maintain sufficient profitability.
Supplier risk	The main suppliers may change the terms of their cooperation in such a way as to impair the Issuer's financial performance.

Dependence on external funding	The Issuer needs sufficient resources to finance investments required for further growth of its operations. Moreover, the Issuer has financial liabilities which may require refinancing using external funding in the future. The inability to secure sufficient external funding may limit the Issuer's expansion plans and refinancing initiatives, which could lead to weaker operating results and operational disruptions.
Management and human resources risks	The performance of the Issuer will depend, to a large extent, on the Issuer's team of employees. The loss of key individuals could significantly impact the Issuer's management, business operations, and financial results.
IT risk	The Issuer's business (the provision of internet and related digital services) is directly dependent on the use of information technology and software. Unforeseen disruptions to the IT infrastructure may lead to disruptions in the services provided by the Issuer.
Risk of failure to manage development	The Issuer plans to significantly expand its activities. Although the Issuer pays significant attention to the implementation of innovative IT solutions (such as the integration of artificial intelligence tools), which help to streamline processes and achieve growth of operations with the same management resources, there is still a risk that the Issuer's rapid expansion may not allow it to fully adjust its business processes accordingly.
Risk of data loss	There is a risk of the loss of operational data and documents stored within the Issuer's systems. The data loss may result in prolonged disruption of the Company's operations and substantial fines for non-compliance with personal data processing regulations.
Risk of cyber-attacks	The Issuer operates in the data transmission and digital services sector, which is exposed to cyber-attacks. Such incidents could result in financial losses and damage to the Issuer's reputation.
Risk of force majeure events	The risk of force majeure events may arise from natural disasters, disturbances or acts of war. Such events may have a significant impact on the provision of the Issuer's services.
Reputational risk	There is a risk that the Issuer or its employees could lead to the formation of a negative opinion among the public. The risk of negative reputation could lead to significant losses of customers and funds.
Refinancing risk	The Issuer may have to refinance its debts, including the Bonds. The Issuer's inability to refinance on favourable terms may adversely affect the Company's financial position.
Regulatory risk	The Issuer operates in the information transmission and digital services sector, which is heavily regulated by both EU and national legislation. Any adverse regulatory developments may have significant negative consequences for the Issuer's business model.
Risk of litigation	The Issuer may be involved in legal disputes in the future. An adverse resolution could impact its business operations, financial status, and reputation.
Tax risk	The introduction of new taxes or changes in applicable taxes may adversely affect the Issuer's performance.

Geographic concentration risk	The Issuer's customer base is heavily concentrated in Vilnius, which accounted for approximately 72.3% of total clients as at the end of 2025. Adverse developments affecting the Vilnius region, including localised economic deterioration, demographic shifts or intensified competitive activity, could disproportionately affect the Issuer's revenue and growth prospects. The Issuer actively pursues customer acquisition in other major Lithuanian cities and has indicated its intention to expand beyond Lithuania; however, such diversification may not be sufficient to materially reduce this concentration within the term of the Bonds.
Wholesale access dependency	Part of the Issuer's growth strategy is contingent upon continued access to regulated wholesale broadband services provided by other market participants designated as holding significant market power in Lithuania. These services include Wholesale Broadband Access (WBA), currently available, and Virtual Unbundled Local Access (VULA), a forthcoming regulated wholesale fibre service. The scope, pricing and availability of these services are determined by the Communications Regulatory Authority of the Republic of Lithuania (**RRT**) and depend on the operational performance of the wholesale provider. The Issuer continues to invest in the expansion of its own fibre-optic network, which generates the majority of its revenue and reduces wholesale reliance over time. Adverse changes in the regulatory regime or in the commercial relationship with the wholesale provider may nonetheless affect the Issuer's ability to access these services on attractive terms.
Capital expenditure and execution risk	The Issuer's business model is capital-intensive, and its credit profile assumes a continued return on the substantial investments deployed in 2024-2025 (approximately EUR 16.4 million) and planned for future periods. Delays in deployment, cost overruns or slower-than-projected subscriber acquisition could reduce the cash flow generated from these investments. The Issuer executes capital expenditure on a phased basis, prioritising areas with demonstrated demand, and performs its principal network construction works in-house. As capital expenditure is nonetheless largely committed in advance of the related revenue, any shortfall may place pressure on the Issuer's leverage metrics and cash flow.
Technological substitution risk	The fixed broadband market is exposed to substitution by alternative access technologies, including fixed wireless access over 4G and 5G networks and low-earth-orbit satellite broadband services. The Issuer invests in next-generation fibre-optic infrastructure currently capable of delivering speeds of up to 10 Gbps, which is competitive with or superior to currently available alternatives, and also offers mobile and 4G/5G services within its own product portfolio. Continued improvement in substituting technologies, or accelerated consumer adoption of alternatives, may nonetheless reduce demand for the Issuer's fibre services or require additional investment to preserve its market position.

5.2. Risks related to Bonds

RISK	DESCRIPTION
Inflation risk	The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on the Bonds. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.
Interest rate risk	If interest rates in general or particularly with regard to obligations of corporate debtors for durations equal to the remaining term of the Bonds increase, the market value of the Bonds may decrease. The longer the remaining term of a debt instrument, the stronger its market value is affected by changes in the interest rate level. There are further factors which may affect the market value of the Bonds, including, but not limited to, global or national economic factors and crises in the global or national financial or corporate sector. Bondholders should be aware that movements of the market interest rate can adversely affect the market price of the Bonds and can lead to losses for the Bondholders if they sell their Bonds.
Credit risk	Credit risk is the risk that the Issuer might become insolvent or bankrupt, making it impossible to redeem the Bonds and/or pay the accrued interest to the Bondholders. Moreover, should the Issuer become insolvent, or should legal protection proceedings or out-of-court legal protection proceedings of the Issuer be initiated during the term of the Bonds, an investor may forfeit interest payable on, and the principal amount of, the Bonds in whole or in part. An investor is always solely responsible for the economic consequences of his investment decisions. The Bonds constitute direct, unconditional and unsubordinated obligations of the Issuer, ranking pari passu without any preference among each other and, subject to the collateral, with all other present and future unsubordinated obligations of the Issuer. In addition, the Bonds are not bank deposits and are not insured by any deposit guarantee scheme. Thus, in case of insolvency of the Issuer, the Bondholders would not receive any payments related to the Bonds from any deposit insurance entity.
Collateral-related risk	The Bonds will be secured by a first-ranking pledge over the Company's assets, which constitute a property complex comprised of the Company's claim rights arising from customer contracts. As at the date of this Information Document, these assets are subject to an existing pledge in favour of the Existing Bondholders, which the Issuer expects to be released upon redemption of the Existing Bonds with the proceeds from the issuance of the first Tranche of Bonds. Once registered, the new pledge will secure all Bonds issued under this Information Document on a pari passu basis, regardless of Tranche. As additional Tranches are issued, the same collateral will secure an increased aggregate principal amount, potentially reducing the recovery available to each Bondholder upon enforcement. The Issuer reserves the right to amend the pledge agreement to increase the maximum secured amount for subsequent Tranches without the consent of existing Bondholders. An Event of Default under any single Tranche constitutes an Event of Default across all Tranches. Apart from this collateral, there are no other third-party guarantees or security provided. The collateral does not ensure that, in the event of a default by the Issuer, the collateral can be realised at a value sufficient to fully satisfy all claims of the Bondholders. The market value of the pledged assets may fluctuate over time and may at any given time be less than the aggregate outstanding principal amount of the Bonds. In addition, the enforcement of the collateral may be subject to legal and practical limitations and the proceeds received upon enforcement may be less than the book value or market value

of the collateral. Therefore, there is a risk that the collateral may not be sufficient to satisfy the claims of the Bondholders in full.

Listing risk. Risk of inactive secondary market

The Bonds constitute a new issue of securities by the Issuer.

Prior to admission to trading on the alternative market First North of Nasdaq Vilnius, there is no public market for the Bonds or other securities of the Issuer. Although the Issuer expects that the Bonds will be admitted to trading on First North on the Issue Date, there is no assurance that such application will be accepted and the Bonds will be admitted to trading.

In addition, admission to trading the Bonds on an alternative market will not guarantee that a liquid public market for the Bonds will develop or, if such market develops, that it will be maintained, and neither the Issuer, nor the Lead Manager is under any obligation to maintain such market. If an active market for the Bonds does not develop or is not maintained, it may result in a material decline in the market price of the Bonds, and the liquidity of the Bonds may be adversely affected. In addition, the liquidity and the market price of the Bonds can be expected to vary with changes in market and economic conditions, the financial condition and the prospects of the Issuer, as well as many other factors that generally influence the market price for securities. Accordingly, due to such factors the Bonds may trade at a discount to the price at which the Bondholders purchased/subscribed the Bonds. Therefore, Investors may be not able to sell their Bonds at all or at a price that will provide them with a yield comparable to similar financial instruments that are traded on a developed and functioning secondary market. Further, if additional and competing financial instruments are introduced on the markets, this may also result in a material decline in the market price and value of the Bonds.

Unsuitability of the Bonds for some Investors

Each potential Investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential Investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Information Document;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;
- understand thoroughly the terms of the Bonds; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A potential Investor should not invest in the Bonds unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of such Bonds and the impact this investment will have on the potential Investor’s overall investment portfolio.

Changes in the Issuer's financial position	Any adverse change in the Issuer's financial condition or prospects may have a significant adverse effect on the liquidity of the Bonds and may result in a material decrease in the market price of the Bonds.
Potentially unfavourable decisions of Bondholders' Meetings	The laws applicable to the issue of the Bonds provide for the possibility of resolving certain matters at Bondholders' Meetings. Attendance of all Bondholders at the Meeting or unanimous approval from all Bondholders is not necessary for the decision to be adopted at the Bondholders' Meeting. Accordingly, the decisions made at the Bondholders' Meeting will be binding and effective for all Bondholders, including those who abstained or opposed the decision.
No voting rights	Only shareholders of the Issuer have the right to vote at the Issuer's General Meetings. The Bonds do not confer such voting rights. Therefore, the Bondholders may not influence any decisions of the Issuer's shareholders relating, for example, to the Issuer's capital structure, commitments, or other transactions.
Risk of early redemption of the Bonds	The Bonds may be redeemed prior to the specified Maturity Date at the discretion of the Issuer if such right is set out in the Final Terms of the relevant Tranche. The Issuer may choose to redeem the Bonds at times when prevailing interest rates may be relatively low. In such circumstances, a Bondholder may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Bonds and may only be able to do so at a significantly lower rate. Therefore, if this early redemption right is exercised by the Issuer, the rate of return from an investment into the Bonds may be lower than initially anticipated. In addition, this optional redemption feature is likely to limit the market value of the Bonds.
Changes in the legal and tax environment	The legal and tax environment relevant to the Bond issue may change. Bondholders may face additional expenses, procedural requirements, and diminished returns on their investment in the Bonds.
Transaction costs/charges	When the Bonds are purchased/subscribed or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the purchase/issue or sale price of the Bonds. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Bondholders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). These incidental costs may significantly reduce or eliminate any profit from holding the Bonds.
Exchange offer and partial subscription risk	The proceeds from the Bonds are intended to be used for the redemption of the Existing Bonds and for general corporate purposes. A portion of the Existing Bonds is expected to be refinanced through the exchange offer extended to Existing Bondholders. If the Bonds are not fully subscribed, the Issuer may be unable to redeem the Existing Bonds in full and may be required to repay the remaining principal from other sources of funding, which may not be available on favourable terms or at the required time. In addition, a smaller aggregate principal amount of the Bonds may adversely affect their liquidity in the secondary market.

6. PURPOSE OF ISSUE OF BONDS. USE OF FUNDS

Securities being issued and the total amount of funds the Issuer seeks to raise	Up to 12,000 units of the Bonds with a nominal value of EUR 1,000 each (total nominal value up to EUR 12,000,000).
The main purpose of the Bonds issuance	The proceeds of the Bonds issue will be used for the redemption of the Existing Bonds and for general corporate purposes.
Description of the intended target investor group(s) who are granted the right to subscribe to the issued securities, the country (or countries) where the public offering of Bonds is planned	The Bonds are intended to be offered to both retail and institutional Investors. The public offering of the Bonds is planned to take place in Lithuania, Latvia and Estonia.
Estimated net amount of funds to be received (after deducting the offering expenses), categorised by the intended purposes of fund utilisation	The total gross proceeds from the issue of the Bonds are expected to be EUR 12,000,000. After deducting estimated offering expenses, the projected net funds are anticipated to be approx. EUR 11.9 million. The Issuer intends to utilise the net proceeds for the purposes indicated in this Section above "*The main purpose of the Bonds issuance*".

7. GENERAL TERMS AND CONDITIONS OF BONDS

7.1. Principal amount and issuance of Bonds

Under this Information Document the Issuer may issue bonds up to an aggregate principal amount of EUR 12,000,000 (twelve million euros) (the **Bonds**).

Certain issuances under this Information Document may require consents from the Issuer's existing creditors, which will be obtained as needed prior to such issuances.

The Bonds may be issued in one or more tranches (each, a **Tranche**). All Bonds of a specific Tranche shall be subject to identical terms.

The terms and conditions of each Tranche shall consist of these general terms and conditions of the Bonds (the **General Terms and Conditions**) and the final terms applicable to such Tranche (the **Final Terms**).

Each Final Terms shall be approved by the resolution of the shareholders of the Issuer.

The aggregate principal amount of the Tranche shall be specified in the Final Terms. Prior to allocation of the Bonds to the holders of the Bonds (the **Bondholders**) and subject to supplements or amendments to the Final Terms, the Issuer may increase or decrease the aggregate principal amount of the Tranche as set out in the Final Terms.

The nominal amount of each Bond shall be specified in the Final Terms.

The Bonds shall be offered for subscription for a minimum investment amount that shall be specified in the Final Terms (the **Minimum Investment Amount**).

7.2. Form of Bonds and ISIN

The Bonds are freely transferable non-convertible debt securities, which constitute payment obligations of the Issuer towards the Bondholders.

The Bonds are dematerialized debt securities which are disposable without any restrictions and can be pledged. 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 the United States, Australia, Japan, Canada, Hong Kong, South Africa, Singapore, Russia, Belarus and certain other jurisdictions. In addition, the Bondholders are prohibited from reselling, transferring or delivering the Bonds to any person in a manner that would constitute a public offer of securities.

The Bonds shall be registered with the Lithuanian branch of Nasdaq CSD SE (the merged central securities depository of the Republic of Lithuania, Latvia and Estonia) – Nasdaq CSD SE Lietuvos filialas, legal entity code 304602060, having its address at Konstitucijos pr. 29-1, LT-08105 Vilnius, Lithuania (**Nasdaq CSD**), which operates a central securities depository in the Republic of Lithuania (the **Depository**). The Bonds shall be valid from the date of their registration with Nasdaq CSD until the date of their redemption. No physical certificates will be issued to the Bondholders.

The ISIN of the Bonds shall be specified in the Final Terms.

7.3. Status

The Bonds constitute direct, senior and unsubordinated obligations of the Issuer, secured by a pledge, ranking *pari passu* without any preference among each other. The Bonds are secured by a pledge as described in Section 7.12(a) (*Pledge*) of this Information Document.

In case of insolvency of the Issuer, the Bondholders shall be entitled to recover their investment from the collateral securing the Bonds and, to the extent the collateral is insufficient, on the same terms as other unsecured creditors in the respective claims' group according to the applicable laws.

7.4. Currency of Bonds

The Bonds shall be issued in EUR.

7.5. Issue price and yield

The Bonds shall be issued at their nominal amount or at a discount or a premium to their nominal amount (the **Issue Price**). The Issue Price shall be determined by the Issuer and specified in the Final Terms.

The yield of the Tranche set out in the applicable Final Terms shall be calculated as of the Issue Date on an annual basis using the relevant Issue Price.

7.6. Issue date

The issue date of the Tranche (the **Issue Date**) shall be specified in the Final Terms.

7.7. Payments to Bondholders

Payments of amounts (whether principal, interest or otherwise, including on the final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 3rd (third) Business Day preceding the due date for such payment (the **Record Date**). Payment of amounts due on the final or early redemption of the Bonds will be made simultaneously with deletion of the Bonds.

The Bondholders shall not be required to provide any requests to redeem the Bonds, as the principal amount and interest accrued shall be paid through the Depository in accordance with the applicable rules of the Depository.

If the due date for any payment in relation to the Bonds is not a Business Day, the Bondholder thereof will not be entitled to payment thereof until the next following Business Day and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these General Terms and Conditions.

Business Day means a day on which the Depository system is open and operational.

7.8. Interest

The Bonds shall bear interest at a fixed interest rate (the **Interest**) which shall be determined by the Issuer and specified in the Final Terms.

The Interest shall be paid on the dates specified in the Final Terms (the **Interest Payment Date**) until the Maturity Date (as defined below).

Interest shall accrue for each interest period from and including the first day of the interest period to (but excluding) the last day of the interest period on the principal amount of Bonds outstanding from time to time. The first interest period commences on the Issue Date and ends on the first Interest Payment Date. Each consecutive interest period begins on the previous Interest Payment Date and ends on the following Interest Payment Date. The last interest period ends on the Maturity Date.

Interest shall be calculated on 30E/360 basis. Interest is being calculated by rounding up to two decimal places per each Bond and the interest payment shall be determined according to the following formula:

$CPN = F * C * n/360$ where;

CPN – amount of an interest in EUR;

F – principal amount of Bond outstanding;

C – annual interest rate payable on the Bond;

n – number of days since the Issue Date or the last Interest Payment Date (as applicable) calculated on 30-day month basis.

For illustrative purposes, assuming a Bond with a nominal value of EUR 1,000, an annual interest rate of 8%, and a 90-day interest period:

CPN = 1,000 * 0.08 * 90/360 = EUR 20.00

Interest on the Bonds shall be paid in accordance with Section 7.7 (*Payments to Bondholders*).

7.9. Redemption

(a) Scheduled redemption at maturity

The Bonds shall be repaid in full at their nominal amount on the date which shall be specified in the Final Terms (the **Maturity Date**), unless the Issuer has prepaid the Bonds in accordance with point (b) below (*Early optional redemption by Issuer)* or Section 7.14 (*Events of Default*).

(b) Early optional redemption by Issuer

The Issuer's right to redeem the Bonds prior to the Maturity Date may be set out in the Final Terms of the relevant Tranche. Where such early redemption is provided for, the Issuer shall give notice thereof to the Bondholders and the Trustee in accordance with Section 7.17 (*Notices*) 14 (fourteen) days prior to the relevant redemption date.

In any event, the Issuer shall have the right to redeem the Bonds before the Maturity Date without any premium in the event a Bondholder breaches, or if there is a reasonable concern that the Bondholder might breach, applicable anti-money laundering or sanctions regulations. The Issuer or the Lead Manager may at any time, directly or through the Trustee, request any Bondholder to provide documents or information necessary for the Issuer or the Lead Manager to perform sanctions screening or other verification checks in order to comply with applicable anti-money laundering and/or sanctions requirements. The Bondholders undertake to provide the requested documents or information within the time period specified by the Issuer or the Lead Manager.

7.10. Taxation

All payments in respect of the Bonds by the Issuer 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 (the **Taxes**), unless the withholding or deduction of the Taxes is required by laws of the Republic of Lithuania. In such case, the Issuer 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 Issuer shall not be obligated to make any additional compensation to the Bondholders in respect of such withholding or deduction.

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Lithuania, references in these General Terms and Conditions to the Republic of Lithuania shall be construed as references to the Republic of Lithuania and/or such other jurisdiction.

7.11. Admission to trading

The Issuer shall submit an application regarding inclusion of the Tranche in the alternative market First North of AB Nasdaq Vilnius, legal entity code 110057488, having its address at Konstitucijos pr. 29, LT-08105 Vilnius, Lithuania (**Nasdaq Vilnius**). An application shall be prepared according to the requirements of Nasdaq Vilnius and shall be submitted to Nasdaq Vilnius so that the Bonds are admitted to trading on the Issue Date of the Tranche.

The Issuer shall use its best efforts to ensure that the Bonds remain admitted to the alternative market First North of Nasdaq Vilnius. The Issuer shall, following an admission to trading, take all reasonable actions on its part required as a result of such admission to trading of the Bonds.

The Issuer shall cover all costs which are related to the admission of the Bonds to the alternative market First North of Nasdaq Vilnius.

7.12. Undertakings

The undertakings in this Section remain in force from the Issue Date and for as long as any Bonds are outstanding.

(a) Pledge

As at the date of this Information Document, the assets intended to be pledged are subject to an existing pledge in favour of the Existing Bondholders (securing the Existing Bonds). The Issuer expects this existing pledge to be released upon redemption of the Existing Bonds with the proceeds from the issuance of the first Tranche of Bonds. Following such release, the Issuer undertakes to ensure that, no later than within 3 (three) months of the Issue Date of the first Tranche of the Bonds, a pledge agreement will be entered into creating a first ranking maximum pledge over the Company's assets as a property complex comprised of the Company's claim rights arising from contracts concluded with the Company's customers, securing the Bonds issued under such first Tranche. Upon the issuance of any subsequent Tranche, the Issuer shall procure that the pledge agreement is amended to increase the maximum secured amount to cover the aggregate principal amount of all outstanding Bonds. Such pledge shall be valid and registered in accordance with applicable law.

The pledge referred to above shall secure all obligations of the Issuer arising under this Information Document, including all Bonds of all Tranches issued or to be issued hereunder (collectively, the **Secured Obligations**). All Bondholders, regardless of the Tranche to which their Bonds belong, shall rank pari passu in respect of the pledge. By subscribing for Bonds of any Tranche, each Bondholder acknowledges and agrees that: (i) the pledge secures the Secured Obligations as a single pooled obligation; (ii) no consent of the Bondholders of any Tranche shall be required in connection with the issuance of any subsequent Tranche, the securing of such subsequent Tranche by the pledge, or any amendment to the pledge agreement to increase the maximum secured amount in connection with such subsequent Tranche; and (iii) an Event of Default in respect of any Tranche shall constitute an Event of Default in respect of all Tranches, entitling the Bondholders' Meeting to demand redemption of all outstanding Bonds in accordance with Section 7.14 (*Events of Default*).

(b) Status of the Company

Until the Bonds are fully redeemed, the Issuer will not change its legal form or country of incorporation, nor will it conduct any merger or other business restructuring or reorganisation involving the assets and liabilities of the Issuer, nor will it change its principal business as described in this Information Document.

(c) Reporting

The Issuer undertakes to provide the Trustee with the Issuer's interim (semi-annual, unaudited) and annual financial statements prior to the full redemption of the Bonds:

(i) semi-annual interim financial statements shall be submitted no later than within 3 (three) months after the end of the reporting period; and

(ii) the annual audited financial statements shall be submitted no later than 31 May of the following calendar year.

All financial statements shall be prepared in accordance with the Lithuanian Financial Reporting Standards (**LFRS**).

(d) No payment of dividends

The Issuer undertakes not to distribute dividends to the shareholders until such time as the Bonds are redeemed in full.

7.13. Financial covenants

The Issuer undertakes to comply with the following financial covenants from the Issue Date and for as long as any Bonds are outstanding.

The Issuer covenants that the Net Debt/EBITDA ratio shall not exceed 4 and that the Equity ratio shall be at least 25% during the term of validity of the Bonds issued under this Information Document.

For the purposes of the ratio calculations, net debt is calculated as the difference between the Issuer's financial debts and cash balances for the reporting period, EBITDA is calculated as the Issuer's earnings before interest, tax, depreciation and amortisation for the last 12 (twelve) months, and the equity ratio is calculated as the ratio of the Issuer’s equity to its total assets.

Compliance with the financial covenants shall be recalculated at semi-annual intervals using interim and annual financial statements.

7.14. Events of Default

The Bondholders’ Meeting shall have the right but not the obligation to demand immediate redemption of the Bonds held by the Bondholders upon occurrence of any of the following events (an **Event of Default**):

(i) **Non-payment:** Any amount of Interest on or principal of the Bonds has not been paid within 10 (ten) Business Days from the relevant due date;

(ii) **Breach of other obligations:** The Issuer does not comply with Sections 7.12 (*Undertakings*) or 7.13 (*Financial Covenants*), unless the non-compliance (A) is capable of being remedied and (B) is remedied within 30 (thirty) days after the earlier of (x) the date on which the Issuer becomes aware of the non-compliance or (y) the date on which the non-compliance occurs (in the case of a failure to perform an act by a specified deadline), provided, however, that (i) if the non-compliance arises from a failure to submit financial statements, such breach shall not constitute an Event of Default if the relevant financial statements are submitted within 2 (two) months following the original reporting deadline; and (ii) in the case of a breach of the financial covenant set out in Section 7.13 (*Financial Covenants*), such breach shall not constitute an Event of Default if compliance is restored in the next semi-annual financial statements submitted by the Issuer within the applicable reporting period;

(iii) **Impossibility or illegality**: It becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of Section 7 (*General Terms and Conditions of Bonds*) or if the obligations under the aforementioned Section are not or cease to be, legal, valid, binding and enforceable due to other reasons than those indicated under Section 7.15 (*Force Majeure*);

(iv) **Cessation of business**: The Issuer ceases to carry on its current business in its entirety or a substantial part thereof, other than: (A) pursuant to any sale, disposal, demerger, amalgamation, reorganisation or restructuring or any cessation of business in each case on a solvent basis and within the Issuer and its Group, or (B) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting;

(v) **Insolvency:** The Issuer is (A) declared bankrupt by a final decision of a court or admits inability to pay its debts; (B) the Issuer enters into any arrangement with a 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 (C) an application to initiate insolvency, restructuring or administration of the Issuer, or any other proceedings for the settlement of the debt of the Issuer is submitted to the court by the Issuer;

(vi) **Insolvency proceedings**: Any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 (thirty) days of commencement or, if earlier, the date on which it is advertised) in relation to:

- winding-up, dissolution, administration, insolvency or legal protection proceedings (in and out of court) (in Lithuanian: *nemokumas, likvidavimas, bankrotas, restruktūrizavimas*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer;

- the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of the Issuer or any of its assets; or

- any analogous procedure or step is taken in any jurisdiction in respect of the Issuer.

In case of the Issuer's liquidation or insolvency the Bondholders 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 Issuer.

The Issuer shall immediately, but not later than within 3 (three) Business Days, notify the Trustee of the occurrence of an Event of Default. In the absence of such notice, the Trustee shall be entitled to proceed on the basis that no such Event of Default has occurred or is expected to occur.

If the Trustee becomes aware of a potential Event of Default from sources other than the Issuer, it shall have the right to seek confirmation or denial from the Issuer by sending a relevant request. The Issuer must respond to such a request in writing (the **Response**) within 5 (five) Business Days from the receipt of the Trustee's request. If the Issuer:

(i) does not provide the Response, the Event of Default shall be deemed to have occurred on the day following the expiration of the 5 (five) Business Day period;

(ii) provides the Response explaining the reasons why the Event of Default has not occurred (supported with relevant evidence), the Event of Default shall be deemed not to have occurred, unless the Bondholders' Meeting declares otherwise as specified below.

If the Issuer does not provide the Response or the Bondholders' Meeting declares the occurrence of the Event of Default, and as a result, the Bondholders' Meeting, in accordance with the procedure established by the law, adopts a decision by a qualified majority of no less than 3/4 of the Bondholders participating in the Bondholders' Meeting and having a voting right to demand early redemption of the Bonds, the Issuer within 10 (ten) days upon receiving the respective decision of the Bondholders' Meeting from the Trustee shall redeem all outstanding Bonds from all the Bondholders holding them on the Record Date by paying 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).

If the Bondholders' Meeting does not adopt a decision as prescribed above within 3 (three) months after the occurrence of the Event of Default, the Bondholders shall lose the right to demand early redemption of the Bonds in accordance with this Section.

7.15. Force majeure

The Issuer, the Lead Manager, Nasdaq CSD or any other person involved in the offering (the **Affected Party**) shall be entitled to postpone the fulfilment of its obligations hereunder, in case the performance is not possible due to continuous existence of any of the following circumstances:

(i) action of any authorities, war or threat of war, rebellion or civil unrest;

(ii) disturbances in postal, telephone or electronic communications which are due to circumstances beyond the reasonable control of the Affected Party and that materially affect operations of the Affected Party;

(iii) any interruption of or delay in any functions or measures of the Affected Party as a result of fire or other similar disaster;

(iv) any industrial action, such as strike, lockout, boycott or blockade affecting materially the activities of the Affected Party; or

(v) any other similar force majeure or hindrance which makes it unreasonably difficult to carry on the activities of the Affected Party.

In such case the fulfilment of the obligations may be postponed for the period of the existence of the respective circumstances and shall be resumed immediately after such circumstances cease to exist, provided that the Affected Party shall put all best efforts to limit the effect of the above referred circumstances and to resume the fulfilment of its obligations as soon as possible.

7.16. Purchases by Issuer and related parties

The Issuer and the related parties may at any time purchase the Bonds in any manner and at any price in the secondary market (the related parties of the Issuer may purchase the Bonds in the primary market as well). Such Bonds may be held, resold or surrendered by the purchaser through the Issuer for cancellation. Bonds held by or for the account of the Issuer or any related party for their own account shall not carry the right to vote at the Bondholders' Meetings and shall not be taken into account in determining how many Bonds are outstanding.

7.17. Notices

For so long as the Bonds are not admitted to trading on Nasdaq Vilnius, all notices and reports to the Bondholders shall be published on the website of the Issuer (www.fastlink.lt). Any notice or report published in such manner shall be deemed to have been received on the same Business Day when it is published.

As of the day when the Bonds are admitted to trading on Nasdaq Vilnius, all notices and reports to the Bondholders shall be published on Nasdaq Vilnius information system, as well as on the website of the Issuer (www.fastlink.lt). Any notice or report published in such manner shall be deemed to have been received on the same Business Day when it is published.

7.18. Trustee

Following the requirements of the Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania (the **Law on Protection of Interests of Bondholders**), the Issuer has concluded the Agreement on Bondholders' Protection (the **Agreement on Bondholders' Protection**) with UAB AUDIFINA (the **Trustee**). In accordance with this agreement, the Trustee shall safeguard the interests of the Bondholders in their relations with the Issuer.

The Trustee, acting on behalf of and for the benefit of the Bondholders, shall also enforce the Pledge. For the avoidance of doubt, the Trustee is a representative of all Bondholders.

Contact details of the Trustee are the following:

E-mail: info@audifina.lt

Representative: Vidmantas Satkus

Website: www.audifina.lt

Each Bondholder is entitled to receive a copy of the Agreement on Bondholders' Protection concluded between the Issuer and the Trustee, applying via an e-mail of the Trustee (info@audifina.lt).

The Agreement on Bondholders' Protection expires:

(i) when the Issuer fulfils all its obligations to the Bondholders;

(ii) upon redemption of the Bonds by the Issuer on the Maturity Date or earlier, as provided and to the extent permitted hereunder;

(iii) the Trustee ceases to meet the requirements established for a Trustee in the Law on Protection of Interests of Bondholders, including but not limited to when the Trustee acquires a status of "bankrupt" or "in liquidation";

(iv) if other conditions established in the Law on Protection of Interests of Bondholders, the Civil Code of the Republic of Lithuania, the Law on Insolvency of Legal Entities of the Republic of Lithuania and the Agreement on Bondholders' Protection exist.

Main rights of the Trustee:

(i) to receive a list of Bondholders from the Issuer;

(ii) to receive a copy of the decision to issue the Bonds;

(iii) to get acquainted with the documents and information which are necessary to fulfil its functions and to receive the copies of such documents;

(iv) after having obtained the consent of the Bondholders' Meeting, to conclude contracts with third parties when it is necessary to ensure the protection of the interests of the Bondholders;

(v) to bring an action to the court or other competent authorities for the purpose of safeguarding the rights of the Bondholders.

Main obligations of the Trustee:

(i) to take actions in order that the Issuer fulfilled its obligations towards the Bondholders;

(ii) to convene the Bondholders' Meetings;

(iii) to publish information regarding the Bondholders' Meetings being convened under procedure of the Law on Protection of Interests of Bondholders;

(iv) to provide the Bondholders' Meetings with all relevant documents and information;

(v) to provide the Bondholders' Meeting, in which the question is being addressed regarding approval of the enforcement measures in respect of Issuer's outstanding commitments to Bondholders, the recommendatory opinion, whereby the reasoned opinion to approve or reject the enforcement measures suggested by the Issuer is provided;

(vi) to execute the decisions of the Bondholders' Meetings;

(vii) no later than within 5 (five) Business Days as from the day of receipt of a request of the Bondholder to provide information, to gratuitously present all the information about the Issuer, the Bonds or other information related to the protection of his/her/its/their interests;

(viii) no later than within 3 (three) Business Days from the receipt date of the Bondholder's request to provide a copy of the Agreement on Bondholders' Protection and the Pledge Agreement free of charge;

(ix) to provide the Bondholders with all other information related to the protection of their interests;

(x) no later than on the next Business Day to inform the Issuer that the Trustee has lost the right to provide trustee services or has acquired legal status "in bankruptcy" or "in liquidation".

7.19. Decisions of Bondholders

(a) General provisions

The Bondholders shall have the following main rights:

(i) to receive the principal amount and the interest accrued (and the premium, if applicable) on the Maturity Date, or if applicable, before the Maturity Date;

(ii) to sell or transfer otherwise all or part of the Bonds only strictly following the General Terms and Conditions and applicable laws;

(iii) to bequeath all or part of owned Bonds to the ownership of other persons (applicable only towards natural persons);

(iv) to pledge all or part of the Bonds owned;

(v) to participate in the Bondholders' Meetings;

(vi) to vote in the Bondholders' Meetings;

(vii) 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;

(viii) 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;

(ix) to obtain (request) the information about the Issuer, the Bonds or other information related to the protection of his/her/its interests from the Trustee;

(x) to receive a copy of the Agreement on Bondholders' Protection;

(xi) other rights established in the applicable laws, the Agreement on Bondholders' Protection or in the constitutional documents of the Issuer.

No Bondholder shall be entitled to exercise any right of set-off against moneys owed by the Issuer in respect of the Bonds. The rights of Bondholders shall be executed during the term of validity of the Bonds as indicated in these General Terms and Conditions and applicable Lithuanian laws. More detailed rights of the Bondholders, rights and obligations of the Trustee being a representative of Bondholders are provided in the Agreement on Bondholders' Protection.

(b) Bondholders' Meetings

The right to convene the Bondholders' Meeting shall be vested in the Trustee, the Bondholders who hold no less than 1/10 of the outstanding Bonds providing voting rights in the Bondholders' Meeting, and the Issuer. As a general rule, the Bondholders' Meetings are convened by a decision of the Trustee. The Bondholders and Trustee shall have the right to attend the Bondholders' Meetings. The Trustee must attend the Bondholders' Meeting if Bondholders holding no less than 1/10 of the outstanding Bonds request such attendance. The Managing Director of the Issuer or its authorised person may also attend the Bondholders' Meeting, unless Bondholders holding no less than 1/10 of the outstanding Bonds object to such attendance.

All expenses in relation to the convening and holding the Bondholders' Meeting shall be covered by the Issuer.

A notice of convocation of the Bondholders' Meeting no later than 15 (fifteen) Business Days before the date of the Bondholders' Meeting shall be published on the website of the Issuer. If any of the Bondholders expressed his/her/its request to get notifications on the convocation of the Bondholders' Meetings via e-mail and provided the e-mail address, the notice of convocation of the Bondholders' Meeting no later than 15 (fifteen) Business Days before the date of the Bondholders' Meeting shall also be sent via the indicated e-mail through the Trustee. The notice of convocation of the Bondholders' Meeting shall specify the details of the Issuer, the ISIN of the Bonds, time, place and agenda of the meeting.

The Trustee is obliged to ensure proper announcement on the convocation of the Bondholders' Meetings.

The Bondholders' Meeting may be convened without observing the above terms if all Bondholders holding Bonds that carry voting rights in the Bondholders' Meeting consent thereto in writing.

A Bondholders' Meeting may take decisions and shall be held valid if attended by Bondholders who hold more than 1/2 of the outstanding Bonds providing voting rights in the Bondholders' Meeting. After the presence of a quorum has been established, the quorum shall be deemed to be present throughout the Bondholders' Meeting. If the quorum is not present, the Bondholders' Meeting shall be considered invalid and a repeated Bondholders' Meeting shall be convened.

A repeated Bondholders' Meeting shall be convened after the lapse of at least 5 (five) Business Days and not later than after the lapse of 10 (ten) Business Days following the day of the Bondholders' Meeting which was not held. The Bondholders must be notified of the repeated Bondholders' Meeting not later than 5 (five) Business Days before the repeated Bondholders' Meeting following the order, indicated above. 1 (one) Bond carries 1 (one) vote. A decision of the Bondholders' Meeting shall be considered taken if more votes of the Bondholders, participating in the Bondholders' Meeting and having a voting right have been cast for it than against it, unless the Law on Protection of Interests of Bondholders requires a larger majority.

The Trustee shall chair the Bondholders' Meetings, unless that meeting decides otherwise. The meeting must also elect the secretary thereof. Minutes of the Bondholders' Meeting shall be taken. The minutes shall be signed in 2 (two) copies (to the Issuer and to the Trustee) by the chairman and the secretary of the Bondholders' Meeting. The decisions of the Bondholders' Meeting shall be published on the website of the Trustee after the Bondholders' Meeting as soon as possible and without any delay, except parts of the decisions, which include confidential information.

The Bondholders' Meeting shall take the following decisions, which bind all the Bondholders:

(i) to remove the Trustee from its position and appoint a new trustee, which meets the requirements of the applicable laws and to also oblige the Issuer to terminate the contract with the existing Trustee and to conclude the contract with the new appointed trustee;

(ii) to indicate to the Trustee that the violation committed by the Issuer is minor, thus, there is no necessity to take action regarding protection of rights of Bondholders;

(iii) to approve the enforcement measures in respect of the Issuer's failed commitments to Bondholders, suggested by the Issuer. This decision shall be adopted by a qualified majority of no less than 3/4 of Bondholders, participating in the Bondholders' Meeting and having a voting right;

(iv) to determine, which information the Trustee will have to provide to the Bondholders' Meetings periodically or at the request of the Bondholders and to establish the procedure for the provision of such information;

(v) to adopt other decisions which according to the provisions of Law on Protection of Interests of Bondholders are assigned to the competence of the Bondholders' Meeting.

Resolutions passed at the Bondholders' Meeting shall be binding on all Bondholders. Where a resolution of the Bondholders' Meeting provides instructions to the Trustee to execute certain actions, such instructions shall be binding on the Trustee.

Disputes regarding the decisions adopted in the Bondholders' Meetings shall be settled in the courts of the Republic of Lithuania.

7.20. Governing law and dispute resolution

These General Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

Any disputes relating to or arising in relation to the Bonds shall be settled solely by the courts of the Republic of Lithuania.

7.21. Minor modifications

These General Terms and Conditions may be amended by the Issuer without the consent of the Bondholders in order to correct a manifest error or to comply with a mandatory provision of applicable law.

In addition, the Issuer shall have the right to amend technical procedures relating to the Bonds, including payments or other similar matters, without the consent of the Bondholders, provided that such amendments are not prejudicial to the interests of the Bondholders.

Relevant information regarding such amendments shall be communicated to the Bondholders in accordance with Section 7.17 (*Notices*).

8. OFFERING OF BONDS

8.1. General structure of offering

The offering consists of a public offering of the Bonds to retail investors and institutional investors (each an **Investor**) in Lithuania, Latvia and Estonia.

To participate in the public offering, prospective Investors must have, at or before placing their orders, opened securities accounts with entities of their choice, which are licensed to provide such services in Lithuania, Latvia or Estonia and which are either members of Nasdaq Vilnius or have relevant arrangements with a member of Nasdaq Vilnius. The list of Nasdaq Vilnius members is available here: https://nasdaqbaltic.com/statistics/en/members.

The public offering shall follow this structure:

(i) the subscription of the Tranche shall be carried out through an auction facilitated by Nasdaq Vilnius (the **Auction**) and the relevant Auction rules prepared by the Lead Manager and published on the website of Nasdaq at www.nasdaqbaltic.com before opening of the Auction of the Tranche (the **Auction Rules**) will apply. The Auction Rules shall specify in detail the procedure on how the members of Nasdaq Vilnius will enter the orders into Nasdaq trading system;

(ii) the Issue Price shall be paid by the Investors according to the order described in this Information Document and the Final Terms;

(iii) based on the decision of the Issuer, the Bonds shall be allocated to the Investors;

(iv) the Bonds will be registered with the Depository and distributed to the Investors.

8.2. Subscription for Bonds

The subscription period (the **Subscription Period**) for the Tranche shall be specified in the Final Terms. The Issuer may decide on shortening or lengthening the Subscription Period.

The Investors wishing to subscribe for and purchase the Bonds shall submit their orders to acquire the Bonds (the **Subscription Orders**) at any time during the Subscription Period.

At the time of placing a Subscription Order, each Investor shall make a binding instruction for depositing the Bonds in a securities account maintained in its name and opened with a credit institution or an investment brokerage firm of their choice which are licensed to provide such services in Lithuania, Latvia or Estonia and are members of Nasdaq Vilnius or have relevant arrangements with a member of Nasdaq Vilnius.

Upon submission of the Subscription Order the Investor shall (besides other authorisations, acknowledgements and undertakings provided in the Information Document):

(i) authorise the Depository, Nasdaq Vilnius, the Lead Manager and/or the Issuer to process, forward and exchange information on the identity of the Investor and the contents of respective Investor's Subscription Order before, during and after the Subscription Period;

(ii) confirm that it/she/he has got familiarised with this Information Document, the Final Terms and the Auction Rules.

An Investor shall be allowed to submit a Subscription Order either personally or via a representative whom the Investor has authorised (in the form required by the applicable law) to submit the Subscription Order. An Investor shall ensure that all information contained in the Subscription Order is correct, complete and legible.

The Issuer reserves the right to reject any Subscription Order that is incomplete, incorrect, unclear or ineligible or that has not been completed and submitted and/or has not been supported by the necessary additional documents, requested by the Issuer or the Lead Manager during the Subscription Period and in accordance with all requirements set out in this Information Document.

Any consequences of form of a Subscription Order for the Bonds being incorrectly filled out will be borne by the Investor.

8.3. Interest rate

The Issuer may offer the Bonds for a fixed annual interest rate as specified in the Final Terms or within a range as specified in the Final Terms.

In case the Issuer offers the Bonds for a fixed annual interest rate within a range as specified in the Final Terms, each Investor undertakes to specify the investment amount(s) Investor is willing to invest at one or more annual interest rate levels within the available annual interest rate range as indicated by the Issuer. For the avoidance of doubt, the Investor may subscribe to the Bonds on different preferred annual interest rate levels.

By submitting the Subscription Order, the Investor acknowledges that, in case the Issuer offers the Bonds for a fixed annual interest rate within a range as specified in the Final Terms:

(i) each investment amount to be invested per each offered preferred annual interest rate has to be not less than Minimum Investment Amount as specified in the Final Terms. Otherwise, the relevant part of the Subscription Order for subscribing to the Bonds with the less than Minimum Investment Amount shall not be considered valid and shall not be processed;

(ii) the final interest rate of the Bonds shall be determined upon the discretion of the Issuer within the range indicated in the Final Terms, taking into consideration, among other factors, the volume and price level of the Subscription Orders received from the Investors. The Investors will be informed about the final annual fixed interest rate upon allocation the Bonds to the Investors by publishing the relevant supplements or amendments to the Final Terms;

(iii) in case the Investor has placed Subscription Orders at several preferred annual interest rate levels and the Issuer sets the final annual interest rate within the indicated range, the allocation of the Bonds to such Investor will be made on the basis of the Subscription Orders at interest rate levels equal to or lower than the final annual interest rate, as described in Section 8.9(i)(F).

8.4. Exchange of the Bonds

Within the Subscription Period the Issuer will offer to all Investors holding the Existing Bonds (the **Existing Bondholders**) to exchange them with the Bonds. Such exchange will be carried out as a corporate event in accordance with the applicable rules of Nasdaq CSD at the relevant time. This opportunity will remain available until the Existing Bonds are redeemed.

The Existing Bondholders who participate in the exchange shall be entitled to receive the early redemption premium applicable to their Existing Bonds, being 1% for bonds with ISIN LT0000409047 and 1.5% for bonds with ISIN LT0000411266. The accrued interest and the early redemption premium shall be paid separately to the Existing Bondholders on the settlement date.

By submitting a Subscription Order for the exchange of the Existing Bonds with the Bonds, each Investor shall authorise and instruct the credit institution or investment brokerage firm through which the Subscription Order is submitted to immediately block the whole subscription amount on the Investor's cash account connected to its/his/her securities account until the settlement is completed or funds are released in accordance with this Information Document.

8.5. Place of subscription

Initially the Bonds will be book-entered in the subscription account of the Depository participant (the **Settlement Agent**) which shall be specified in the Final Terms.

The Subscription Orders may be submitted through any credit institution or an investment brokerage firm that is licensed to provide such services in Lithuania, Latvia or Estonia and which are members of Nasdaq Vilnius or have relevant arrangements with a member of Nasdaq Vilnius.

The total amount of the Bonds to be acquired and indicated in each Subscription Order shall be for at least the Minimum Investment Amount.

All Subscription Orders shall be binding and irrevocable commitments to acquire the allotted Bonds, with the exceptions stated below. The Subscription Orders shall not be considered valid and shall not be processed in case the purchase amount indicated in the Subscription Orders is less than the Minimum Investment Amount or the Subscription Orders were received after the Subscription Period. The Issuer has no obligation to inform the Investors about the fact that their Subscription Orders are invalid.

8.6. Amendment or withdrawal of Subscription Orders

An Investor may amend or withdraw a Subscription Order at any time during the Subscription Period by submitting a written notice to the credit institution or investment brokerage firm through which the Subscription Order was placed.

An Investor shall be liable for payment of all fees and costs charged by a credit institution or an investment brokerage firm used by the Investor for the Subscription of the Bonds in connection with the amendment or withdrawal of the Subscription Order.

Following withdrawal of a Subscription Order, the release of any blocked funds and any related settlement actions shall be carried out in accordance with the Auction Rules and the applicable rules and procedures of the relevant financial intermediary through which the Subscription Order was placed.

8.7. No assignment or transfer

The rights arising out of this Information Document in relation to the subscription for the Bonds (including, without limitation, rights arising from any Subscription Orders or any acceptance thereof) are not assignable, tradable or transferable in any way and any assigned or transferred rights will not be recognised by the Issuer and will not be binding on the Issuer.

8.8. Payment for Bonds

By submitting a Subscription Order, each Investor shall authorise and instruct the credit institution or investment brokerage firm operating the Investor’s current account connected to the Investor’s securities account to immediately block the whole subscription amount on the Investor’s current account until the payment for the allotted Bonds is completed or until the funds are released.

The subscription amount to be blocked shall be equal to the Issue Price multiplied by the number of the Bonds the respective Investor wishes to subscribe for. In case the Investor has placed Subscription Orders at different preferred annual interest rates, the total transaction amount to be blocked will correspond to the sum of the investment amounts (in EUR) payable per each Investor’s offered preferred annual interest rate level. For illustrative purposes only, assuming the Investor has placed the following Subscription Orders:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 20,000
y%	EUR 40,000
z%	EUR 60,000

the amount of EUR 120,000 shall be the transaction amount and it will be blocked on the Investor's cash account until the settlement is completed or funds are released.

The Investor and the credit institution or investment brokerage firm through which the Subscription Order is placed shall ensure that there are sufficient funds in the Investor's current account at the time of submission of the Subscription Order. If the blocked funds are insufficient, the Subscription Order will be deemed null and void to the extent funds are insufficient.

The Investors who have not been allotted any Bonds, including in case of withdrawal of Subscription Orders in accordance with Section 8.6 (*Amendment or withdrawal of Subscription Orders*), or whose subscriptions have been reduced, will receive reimbursement of the relevant payment or release of the blocked funds, in accordance with the instructions provided by each such Investor and the applicable procedures of the credit institution or investment brokerage firm through which the Subscription Order was placed. Any related settlement actions shall be carried out in accordance with the Auction Rules and the applicable procedures of the relevant financial intermediary. The payments shall be returned (or the blocked funds will be released) without any reimbursement for costs incurred by the Investors in the course of subscribing for the Bonds and shall be net of all transfer expenses and without interest.

8.9. Allocation of Bonds

On the next Business Day following the Subscription Period the Issuer shall decide whether to proceed with the issuance of the Tranche or cancel the relevant issuance.

In case the Issuer decides to proceed with the issuance of the Tranche the following actions shall be taken within the next 3 (three) Business Days following the Subscription Period:

(i) Allocation of Bonds to Investors

(A) The Issuer will establish the exact amount of the Bonds to be allotted with respect to each Subscription Order.

(B) In case the subscription amount for the Tranche is equal to or exceeds the aggregate principal amount of the relevant Tranche, the Issuer shall decide, in its sole discretion, which Investors shall be allotted with the Bonds and to what amount, and which Investors shall not be allotted with the Bonds. The Issuer may, but shall not be obliged to, take into account the following principles when making allocation decisions: (a) the Existing Bondholders may be given priority in the allocation process; (b) the division of Bonds between retail and institutional investors has not been predetermined and the Issuer shall determine the exact allocation considering the overall demand from different Investor categories; (c) the Issuer may set minimum and maximum number of the Bonds allocated to one Investor; (d) the allocation may be aimed at creating a solid and reliable Investor base for the Issuer; (e) multiple Subscription Orders submitted by the same Investor may be merged for the purpose of allocation; (f) Subscription Orders via nominee accounts (including if made on the account of pension investment accounts) may be treated as Subscription Orders from separate independent Investors if this was disclosed to the Issuer, in which case the nominee account holder is responsible for the allocation of the Bonds to the Investor; and (g) each Investor entitled to receive the Bonds shall be allocated a whole number of the Bonds and, if necessary, the number of Bonds to be allocated shall be rounded down to the closest whole number. Any remaining Bonds which cannot be allocated using the above-described process may be allocated to the Investors on a random basis or as the Issuer otherwise determines. Accordingly, the Investors who subscribe for the Bonds of the relevant Tranche may not receive all of the Bonds they have subscribed for and it is possible they may not receive any.

(C) In case the subscription amount for the Tranche is below the aggregate principal amount of the relevant Tranche, the Issuer may decide to cancel the issuance of the Tranche or, subject to supplements or amendments to the Final Terms, to adjust the aggregate principal amount of the relevant Tranche corresponding to the subscription amount of the Tranche.

(D) In case any additional provisions apply to allocation of a separate Tranche of the Bonds, these will be specified in the Final Terms for the relevant Tranche.

(E) The Issuer shall not be obliged to allocate any Bonds to any Investors participating in the offering of the Bonds. Furthermore, there will be no target minimum individual allocation of the Bonds to the Investors.

(F) In case the Issuer offers the Bonds for a fixed annual interest rate within a range as specified in the Final Terms, only the Subscription Orders which are at or below the set final annual interest rate will be subject to allocation. If the Investor has placed Subscription Orders at different preferred annual interest rates, the allocation to such Investor will be based on all Subscription Orders placed at interest rate levels which are equal to or lower than the set final annual interest rate, so that the total nominal amount of Bonds allocated to the Investor corresponds to the sum of the investment amounts indicated in those Subscription Orders (subject to any pro rata reduction in case of oversubscription). All Investors who have been allocated the Bonds of the relevant Tranche shall pay the same price and receive the same fixed annual interest rate for the Bonds.

For illustrative purposes only, assuming the Investor has placed the following Subscription Orders at different preferred annual interest rates, below are a set of illustrative examples of various subscription alternatives and potential outcomes. The list is not exhaustive and there may be other potential outcomes:

Example 1:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 20,000
y%	EUR 40,000
z%	EUR 60,000

If the Issuer decides to set the final annual interest rate at y per-cent and there is no oversubscription and the Issuer does not decrease the aggregate principal amount of the relevant Tranche (i.e. each Investor receives full allocation of the Bonds), then in the case above the Investor shall receive EUR 60,000 of the Bonds.

Example 2:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	-
y%	EUR 40,000
z%	EUR 60,000

If the Issuer decides to set the final annual interest rate at x per-cent, then in the case above the Investor does not receive any allocation of the Bonds.

Example 3:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 20,000
y%	-
z%	-

In case the Issuer decides to set the final annual interest rate at z per-cent and there is no oversubscription and the Issuer does not decrease the aggregate principal amount of the relevant Tranche (i.e. each Investor receives full allocation of the Bonds), then in the case above the Investor shall receive EUR 20,000 of the Bonds.

Example 4:

Preferred annual interest rate (%) of the Bonds in a range of x% - z%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 40,000
y%	EUR 20,000
z%	EUR 60,000

In case the Issuer decides to set the final annual interest rate at z per-cent and there is no oversubscription and the Issuer does not decrease the aggregate principal amount of the relevant Tranche (i.e. each Investor receives full allocation of the Bonds), then in the case above the Investor shall receive EUR 120,000 of the Bonds.

(ii) Announcement

After completion of the allocation of the Bonds, announcement about allotment of the Bonds shall be made to the Investors pursuant to internal documents and procedures of a respective credit institution or investment brokerage firm where an Investor has submitted his/her/its Subscription Order.

(iii) Information about results of offering

Information about the results of the offering of each Tranche (amount of the Bonds issued and an aggregate principal amount of the respective Tranche) shall be published on the Issuer's website www.fastlink.lt as well as at www.nasdaqbaltic.com.

8.10. Cancellation, suspension or postponement of offering

The Issuer reserves the right to cancel the issuance of any Tranche at any time prior to the settlement of the offering of the Bonds, without obligation to disclose the reason for such cancellation. Furthermore, the Issuer may, at its discretion, modify the opening and closing dates of the Subscription Period, or postpone the issuance of the Tranche, in which case new issuance dates will be communicated by the Issuer at a later time.

If the issuance of the Tranche is suspended or postponed, the Issuer may decide that the Subscription Orders made and payments made (or the blocking of funds) will be deemed to remain valid until the settlement of the offering of the Bonds.

In case the issuance of the Tranche is cancelled, suspended or postponed, the Issuer shall notify the Settlement Agent and the Depository accordingly, and publish an announcement on its website www.fastlink.lt.

8.11. Settlement

The settlement for the offering of the Bonds will be carried out in accordance with the DVP (*Delivery vs Payment*) principle by the Settlement Agent pursuant to the applicable rules of the Depository. After the Settlement Agent submits a corresponding DVP instruction via the Depository system, an Investor, acting through its credit institution or investment brokerage firm with which the Investor has opened a securities account, shall confirm that instruction immediately (by sending a relevant instruction), but not later than by 4 pm (Vilnius time) on the same day.

The Bonds allocated to the Investors shall be transferred to their securities accounts in accordance with the DVP (*Delivery vs Payment*) principle pursuant to the Auction Rules simultaneously with the transfer of payment for such Bonds.

In case of the Existing Bondholders, the FOP (Free of Payment) method shall be applicable.

The title to the Bonds shall pass to the relevant Investors upon transfer of the Bonds to their securities accounts.

If an Investor has submitted several Subscription Orders through several securities accounts, the Bonds allocated to such Investor shall be transferred to all such securities accounts proportionally to the number of the Bonds indicated in the Subscription Orders submitted for each account, rounded up or down as necessary.

The settlement of the offering of the Bonds shall take place on the Issue Date. All paid up or exchanged Bonds shall be treated as issued.

9. DESCRIPTION OF ISSUER'S ACTIVITIES

9.1. Issuer's past and present activities

(a) Overview of the Issuer's principal activities

The Issuer is a Lithuanian electronic communications company operating under the "Fastlink" brand and providing internet, television, mobile, video surveillance and other innovative IT services to both private (residential) and business customers. The Issuer was established in 2004 and continues the Fastlink business, which commenced activities in 2000 and has since developed into an established, technology-driven telecommunications operator with a modern, primarily self-owned fibre-optic network.

The services provided by the Issuer are divided into six principal segments: (i) fibre-optic internet; (ii) mobile connectivity; (iii) video surveillance; (iv) smart TV (OTT/IPTV); (v) 4G/5G internet; and (vi) other IT/IP services, including access control solutions and a video-on-demand (VOD) film library. The Issuer pursues a bundled service model, whereby customers are encouraged to take a full service package at a discount rather than individual products, which deepens customer commitment and supports long-term retention.

In 2025, the Issuer generated sales revenue of approximately EUR 8.8 million, representing growth of approximately 46.7% compared with 2024, and EBITDA of approximately EUR 4.8 million, equivalent to an EBITDA margin of approximately 54.6%. Net profit for 2025 amounted to approximately EUR 2.0 million. As at the end of 2025 the Issuer served 43,262 customers, having grown its customer base at a compound annual growth rate (CAGR) of approximately 24.8% over the period 2021–2025.

The Issuer benefits from a modern infrastructure base, a primarily self-owned fibre-optic network, long-term customer contracts with high renewal rates, an in-house execution model, and a regulatory framework that supports access to wholesale service providers' networks. According to the Communications Regulatory Authority of the Republic of Lithuania (RRT) Electronic Communications Market Report for the first quarter of 2026, the Issuer was the fastest-growing fibre-optic internet provider in Lithuania by market share since the fourth quarter of 2022.*

Based on data published by the Communications Regulatory Authority of the Republic of Lithuania (RRT), the Issuer's market share by fibre-optic subscribers increased by approximately 0.85 percentage points between Q4 2022 and Q1 2026 - the largest increase among service providers individually identified in Table 81 (88) of the RRT report, excluding the aggregated "Others" category and newly established service providers whose market share was acquired through acquisition of competitors' business or parts thereof. Source: RRT, Electronic Communications Quarterly Report, Q1 2026.

(b) History and development of the Issuer

The Issuer was established in 2004 and continues the Fastlink business, which commenced operations in 2000 by providing internet access to residential customers. Since then, the Fastlink business has consistently expanded its service portfolio and technological capabilities. On several occasions, the business has been the first operator in the Baltic States to introduce new technologies. A brief overview of the principal milestones in the development of the Fastlink business is set out in the table below.

Year	Development
2000	Commencement of activities – provision of internet to residential customers
2003	Start of the development and expansion of the fibre-optic network
2004	Establishment of the Issuer (UAB Consilium optimum);
2005	Launch of IP telephony and commencement of business (B2B) services
2010	Launch of smart TV – first operator in the Baltic States to use Unicast technology

2015	Launch of video surveillance services and a smart customer self-service system
2017	4K UHD retransmission – first operator in the Baltic States
2018	Provision of fibre-optic internet services across Lithuania
2020	Introduction of OTT services, a CDN network, a mobile application and multi-bitrate streaming
2021	Provision of 4G internet across Lithuania and automated customer discovery
2022	Provision of 5G internet across Lithuania
2023	Launch of mobile (voice) services, a video-on-demand library and automated processing of customer contracts
2024	Became the first internet provider in Lithuania ready for 10 Gbps service; successfully completed an EUR 8 million bond programme

Table: Key milestones in the development of the Issuer.

(c) Services and revenue structure

The Issuer offers a comprehensive range of electronic communications and related services, comprising fibre-optic internet, smart TV (OTT/IPTV), mobile connectivity, 4G/5G internet, a film library (VOD), video surveillance and access control. The majority of the Issuer's services are provided over its own next-generation fibre-optic infrastructure, which is higher-margin and more defensible than reliance on third-party networks.

The structure of the Issuer's revenue for 2025 is set out below.

Revenue category (2025)	Share
Internet, TV, video surveillance and other IP services	69%
Rent of equipment, installations and premises	10%
Other income*	21%

Table: Revenue structure of the Issuer for the financial year 2025.

**Other income mainly consists of income that is not generated from recurring client contracts. This revenue primarily comes from one-off payments for IT, engineering, network installation, and other related works.*

(d) Operations and network infrastructure

The Issuer operates a modern, next-generation fibre-optic network, whereas many competitors continue to operate networks deployed in the 1990s. This infrastructure underpins one of the lowest cost bases in the market, consistently high service quality, and the Issuer's position as the first provider in Lithuania to prepare its network for 10 Gbps service. The Issuer's own fibre-optic network coverage in Vilnius was approximately 26% as at the date of this Information Document.

As at 31 December 2025, the Issuer's tangible fixed assets amounted to approximately EUR 13.6 million, the substantial majority of which comprised network equipment, appliances and tools with a book value of approximately EUR 13.4 million. The composition of this equipment is set out below.

Equipment category (2025)	Book value	Share
Network infrastructure	EUR 10.1m	76%
Servers and mini data centres	EUR 1.2m	9%
Modems and routers	EUR 0.8m	6%
Other hardware and communications equipment	EUR 1.2m	9%

Table: Composition of the Issuer's network equipment as at 31 December 2025.

The Issuer's real estate consists of an office and a warehouse, both located in Vilnius. The Issuer applies an in-house execution model, whereby its own team lays the cables, provides technical support and builds the Issuer's IT systems, with limited outsourcing and subcontracting. The Issuer considers that this approach delivers tighter quality control, faster response times and stronger margins. Customers typically settle their invoices approximately one month after issuance, which supports a predictable short-term receivables profile.

(e) Customers and contractual base

The Issuer's customer base has grown consistently in recent years, increasing from 17,849 customers at the end of 2021 to 43,262 customers at the end of 2025, representing a CAGR of approximately 24.8% over the period. As at April 2026, the Issuer had 46,516 active customer contracts. The development of the Issuer's customer base is set out below.

As at year end	Number of customers
2021	17,849
2022	22,932
2023	29,725
2024	36,327
2025	43,262

Table: Development of the Issuer's customer base, 2021–2025.

The Issuer's customers enter into long-term contracts, with an average contract duration of 28 months. Contracts automatically extend for a further 24 months unless terminated by the customer. The contract price is fixed for the entire term of the contract, although the Issuer retains the right to unilaterally change prices upon prior notice to customers. The average annual value per contract (i.e. the average amount receivable within one year per contract) is approximately EUR 180. Historically, approximately 96% of customers extend their contracts beyond the initial term, and only approximately 1% of customers discontinue their relationship with the Issuer.

As of April 2026, the aggregate amount of future cash flows arising from the Issuer's existing customer contracts was approximately EUR 19.5 million, and the total revenue invoiced under those contracts in April 2026 amounted to approximately EUR 0.7 million. The Issuer's contracted revenue base, and therefore its customers' contractual obligations to the Issuer, has increased on a month-by-month basis.

The Issuer's target market is Lithuania, and its customers are distributed across the country. The geographic distribution of the Issuer's customers as at the end of 2025 is set out below.

Region	Share of customers
Vilnius	72.3%
Kaunas	8.5%
Klaipėda	3.4%
Panevėžys	2.0%
Alytus	2.4%
Other regions	11.4%

Table: Geographic distribution of the Issuer's customers as at the end of 2025.

(f) Real-estate development partnerships

The Issuer cooperates with real-estate developers in Lithuania, in particular in connection with newly-built residential projects in Vilnius. In an initial phase, the Issuer installs low-current infrastructure in new buildings, including internet, television, video surveillance, alarm systems and intercoms. As the relationship develops, the Issuer increasingly performs broader subcontracting works, including high-voltage cable laying, fire protection systems, battery (BESS) solutions, smart-home solutions and project design input.

This model allows the Issuer to be present in new developments from the outset, frequently as the only telecommunications operator available to residents when they first move in, thereby supporting customer acquisition at a low cost and reinforcing long-term customer relationships. The Issuer's real-estate development partners include OMBERG CONSTRUCTION, Citus, Būsto ekspertai, HANNER, CIVINITY and others.

(g) Markets and competitive position

The Issuer operates in the Lithuanian fibre-optic and fixed internet market, which the Issuer regards as a defensive sector and which has continued to grow in recent years. The market is characterised by the presence of several large operators holding oligopolistic positions, with Telia Lietuva being the dominant participant.

As reported in the RRT Electronic Communications Market Report for the first quarter of 2026, the Issuer held a fibre-optic market share of approximately 2.9%, an increase of approximately 0.9 percentage points compared with the fourth quarter of 2022, and was the fastest-growing fibre-optic internet provider in Lithuania by market share since the fourth quarter of 2022.*

**Based on data published by the Communications Regulatory Authority of the Republic of Lithuania (RRT), the Issuer's market share by fibre-optic subscribers increased by approximately 0.85 percentage points between Q4 2022 and Q1 2026 - the largest increase among service providers individually identified in Table 81 (88) of the RRT report, excluding the aggregated "Others" category and newly established service providers whose market share was acquired through acquisition of competitors' business or parts thereof. Source: RRT, Electronic Communications Quarterly Report, Q1 2026.*

The market shares of fibre-optic internet providers as reported for the first quarter of 2026 are set out below.

Provider (fibre-optic users, Q1 2026)	Market share
AB Telia Lietuva	48.7%
UAB Cgates	18.7%

UAB Init	4.9%
UAB Balticum TV	4.6%
UAB Penkių kontinentų komunikacijų centras	4.1%
UAB Telekomunikacijų vartai	3.4%
UAB Splius	3.3%
UAB Consilium optimum (Fastlink)	2.9%
Other providers	9.3%

Table: Market share of fibre-optic internet providers in Lithuania, Q1 2026 (source: RRT Electronic Communications Market Report Q1 2026).

On a comparative basis, the Issuer recorded the highest revenue growth (approximately 46.7%) and the highest net profit margin (approximately 22.5%) among the principal market participants (listed below in the table) in the most recent reporting period.

EUR M	Telia	Cgates	Init	Balticum	Splius	Penki KKC	Telekom. vartai	**Fastlink**
Revenue (2025)	507.3	32.4	8.4	9.1	8.9	5.3	0.7	**8.8**
Revenue growth over the last year	*3.3%*	*3.0%*	*1.5%*	*1.2%*	*-4.2%*	*2.2%*	–	***46.7%***
Net profit (2025)	90.36	4.03	0.02	0.07	-0.05	–0.49	0.1	**1.98**
Last year profit margin	*17.8%*	*12.5%*	*0.2%*	*0.8%*	*-0.6%*	*−9.2%*	*14.4%*	***22.5%***
Total assets	658.0	68.8	8.4	7.2	4.1	3.4	1.9	**19.3**
Fibre market share*	48.7%	18.7%	4.9%	4.6%	3.3%	4.1%	3.4%	**2.9%**

*Table: 2025 financial data of the biggest fibre-optic providers in Lithuania based on data from rekvizitai.lt, *Q1 2026 (source: RRT Electronic Communications Market Report Q1 2026).*

(h) Competitive advantages

The Issuer considers that its principal competitive advantages include the following:

- modern, next-generation fibre-optic infrastructure (whereas many competitors continue to operate networks deployed in the 1990s), which supports one of the lowest cost bases in the market and consistently high service quality;
- a primarily self-owned network, which generates the majority of the Issuer's revenue and supports higher, more defensible margins;

- being the first provider in Lithuania to prepare its network for 10 Gbps service for private individuals, together with the provision of 4K (UHD) content using the Issuer's own TV and OTT applications, CDN network and content-creation equipment;

- competitive pricing – on its own network the Issuer offers fibre internet from approximately EUR 8.9 per month, among the lowest prices in the market, while maintaining among the highest profit margins of its peers;

- an in-house execution model, with the Issuer's own team laying cables, providing technical support and building its IT systems, with limited outsourcing, supporting quality control, faster response times and stronger margins;

- a bundled service offering, which deepens customer commitment and supports retention; and

- the use of artificial intelligence and automation across customer service, sales, operations and decision-making.

(i) Investments and capital expenditure

The Issuer's business model is capital-intensive, and the Issuer has invested significantly to expand its operational capacity and service quality. During 2024–2025, the Issuer deployed approximately EUR 16.4 million of capital expenditure (approximately EUR 9.4 million in 2024 and approximately EUR 7.0 million in 2025). The allocation of this capital expenditure by category is set out below.

Capital expenditure category (EUR million)	2024	2025
Network infrastructure	4.31	3.57
Server capacity and IT	2.53	1.75
Software	1.13	0.63
Other	1.41	1.05
Total	9.4	7.0

Table: Capital expenditure of the Issuer by category, 2024–2025.

These investments delivered tangible results: the Issuer's own fibre-optic network coverage in Vilnius increased from approximately 22% to approximately 26%; ready-to-serve server capacity increased from approximately 63,000 to approximately 85,000 customers; and the Issuer became the first provider in Lithuania to prepare its fibre-optic network for 10 Gbps service. The capital expenditure raised through the Issuer's previous bond issues was deployed primarily towards fibre-optic network expansion, server capacity and IT equipment, the development of new and existing services, and process automation and artificial intelligence products.

(j) Operational efficiency, automation and innovation

The Issuer places significant emphasis on operational efficiency and on the integration of artificial intelligence and automation across its business. As a result, the Issuer has been able to scale output substantially without a corresponding increase in headcount: between 2021 and 2025 the Issuer's revenue increased by approximately 189%, while its headcount increased by approximately 40% (from 45 to 63 employees). Revenue per employee increased from approximately EUR 66,800 in 2021 to approximately EUR 137,900 in 2025.

Artificial intelligence and automation are applied across four principal areas: customer service (including automated transcription and quality scoring of customer calls, an operational chatbot and a voice bot under development); data and decision-making (including real-time business intelligence dashboards across sales, marketing and finance); sales and personalisation (including recommendation engines, customer segmentation and AI-driven offers); and operations and IT (including automated content management, quality-of-service traffic prioritisation and backup systems).

(k) Development strategy

The Issuer intends to continue investing in its infrastructure and digital capabilities. The Issuer's principal strategic targets for 2027 are set out below.

Indicator	Current	Target by 2027
Own fibre-optic network coverage in Vilnius	~26%	~30%
Ready-to-serve server capacity	~85,000	~100,000

Table: Selected strategic targets of the Issuer for 2027.

In addition, the Issuer intends to introduce fully digital, self-service online contract signing; to deploy AI-powered chat and voice assistants across customer touchpoints for 24-hour service; and to launch a unified application for television, films, video-on-demand and radio with an integrated AI assistant. The Issuer also intends to further expand its network in Vilnius and to extend its services beyond Lithuania over time.

(l) Regulatory environment

The Issuer operates in the electronic communications sector, which is regulated by both European Union and national legislation. Under the European Electronic Communications Code (Directive (EU) 2018/1972) and Article 23 of the Republic of Lithuania Law on Electronic Communications (Law No IX-2135), operators of public communications networks are required to negotiate wholesale interconnection on fair terms and in good faith. Pursuant to Order No 1V-766 of the Director of the RRT dated 19 July 2019, the operator designated as holding significant market power is required to provide regulated wholesale broadband access to other operators.

These arrangements allow the Issuer to access two regulated wholesale services: Wholesale Broadband Access (WBA), which is currently available and enables the Issuer to serve customers beyond its own fibre-optic footprint; and Virtual Unbundled Local Access (VULA), a forthcoming regulated wholesale fibre service. The Issuer considers that this regulatory framework supports fair competition and creates favourable growth opportunities for smaller market participants such as the Issuer. The continued expansion of the Issuer's own fibre-optic network is expected to reduce its reliance on wholesale access over time.

(m) Management and key personnel

The Issuer is managed by an experienced team capable of providing innovative in-house solutions. The Issuer's Chief Executive Officer and sole shareholder is Mr Vitalijus Romualdas Andrijauskas, who has more than 20 years of experience in business management and telecommunications and holds a Master's degree in Computer Science from the Faculty of Mathematics and Informatics of Vilnius University. The Issuer's Deputy Chief Executive Officer is Mr Denis Savrackij, who has more than 10 years of experience in banking, financial services and business management, as well as more than 7 years of experience in the telecommunications sector. Mr Savrackij holds a Master's degree in Management and Business Administration from the Faculty of Economics of Vilnius University.

(n) Employees

As at the date of this Information Document, the Issuer had 63 employees, comprising 2 in management, 6 in middle management, 9 in information technology, 15 in sales and customer service, 20 in engineering and 11 in other functions.

(o) Working capital statement

Further, the Issuer hereby confirms that, in its opinion, it has sufficient working capital to carry out its planned activities for at least 12 (twelve) months following the completion of the Bond offering. This assessment takes into account the Issuer's current financial position, projected cash flows, and the anticipated net proceeds from the Bond issuance.

In making this statement, the Issuer acknowledges that if unforeseen circumstances arise or if the assumptions underlying this assessment prove to be incorrect, the actual working capital position may differ from current projections. In such an event, the Issuer would take appropriate measures to secure additional funding or adjust its operational plans as necessary.

This confirmation is made in good faith based on the information available to the Issuer as of the date of this Information Document.

9.2. Issuer's position in the Group

The Issuer is the only company in its group and has no subsidiaries. The Issuer does not form part of a wider group of companies.

9.3. Issuer's share capital and its composition. Shareholders

The Issuer's share capital is EUR 60,000 and is divided into 2,000 ordinary registered book-entry shares with a nominal value of EUR 30 each.

All shares issued by the Issuer are paid up.

The Issuer has issued shares of one class only – ordinary registered shares. They grant the rights specified in the Law on Companies.

All the shares of the Issuer and all the votes granted by such shares (100 per cent) are owned by the sole shareholder – Vitalijus Romualdas Andrijauskas.

9.4. Profit distribution and remuneration policies

The Issuer does not currently have a formal dividend or profit distribution policy in place. The Issuer has never paid dividends in its history; all profits generated to date have been retained and reinvested into the development and expansion of the Issuer's business.

Furthermore, under the terms and conditions of the Bonds, the Issuer has undertaken not to pay any dividends for so long as the Bonds remain outstanding. Accordingly, during the term of the Bonds, profit generated by the Issuer will not be distributed to shareholders but will instead be allocated to business expansion or retained as reserves, subject to applicable laws and the terms and conditions of the Bonds.

9.5. Information about legal proceedings

The Issuer is not and has not been, a party to any governmental, legal, or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability. No petition for insolvency has been filed against the Issuer, nor has the Issuer initiated any insolvency proceedings. Neither the Issuer nor any members of its or the Group's management, administrative, or supervisory bodies has been involved in any legal proceedings related to fraud, financial crimes, or economic violations. To the best of the Issuer's knowledge, no such proceedings as described above are pending or threatened against the Issuer, the Group or any member of their management, administrative, or supervisory bodies.

9.6. Material agreements

During the current and previous financial years up to the date of this Information Document, the Issuer has not entered into any significant contracts, patent agreements, or other material arrangements outside the ordinary course of business. This includes any agreements that are or may be material, or that contain provisions under which the Issuer would have an obligation or right that could materially affect the Issuer's ability to meet its obligations to Bondholders under the terms of the Bonds.

The Issuer confirms that all contracts entered into during this period have been in the ordinary course of business.

10. FINANCIAL INFORMATION AND AUDIT OF ANNUAL FINANCIAL STATEMENTS

10.1. Accounting standards

The Company's financial statements are prepared in accordance with the Lithuanian Financial Reporting Standards (**LFRS**). The Company prepares annual financial statements for each financial year, which runs from January 1 to December 31. When necessary (e.g. due to business needs), interim financial statements may also be prepared.

10.2. Financial information

The Issuer's audited financial statements for the financial year ended 31 December 2024 and audited financial statements for the financial year ended 31 December 2025, including auditor's reports, are incorporated by reference and can be accessed at www.fastlink.lt.

10.3. Financial performance and working capital

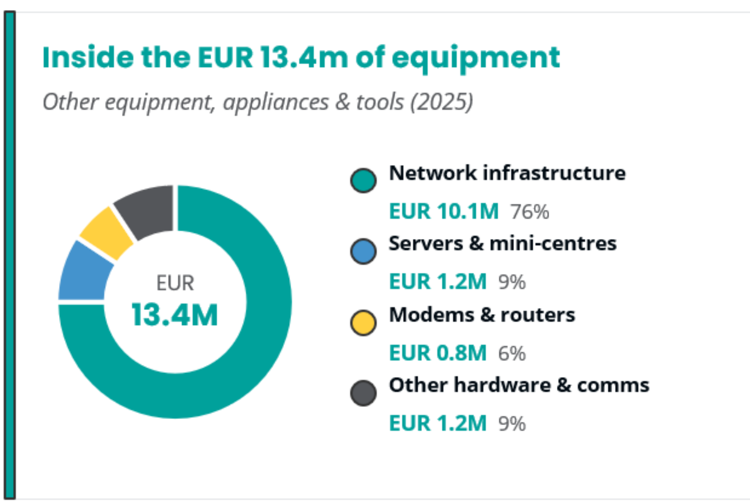
The table below presents a summary of the Issuer's balance sheet for the financial years 2024 and 2025, derived from the Issuer's audited annual financial statements.

	2025 Audited	**2024 Audited**
	Amount, EUR	Amount, EUR
EQUITY	**6,944,982**	**4,960,715**
Capital	60,000	60,000
Additional Paid-in Capital	0	0
Revaluation Surplus	0	0
Reserves	6,000	6,000
Retained Earnings	6,878,982	4,894,715
LONG-TERM ASSETS		
Intangible assets	200,667	213,682
Tangible assets	13,599,956	9,194,409
Financial assets	95,960	120,000
SHORT-TERM ASSETS	5,344,904	4,575,935
LIABILITIES		
Long-term	11,053,747	8,141,959
Short-term	1,289,110	1,045,677

The chart below provides additional detail on the development of the Issuer's total assets from 2022 to 2025.

Balance sheet, EUR	2022	2023	2024	2025
NON-CURRENT ASSETS	**4 721 839**	**5 585 967**	**9 528 091**	**13 896 583**
Intangible assets	**18 483**	**73 366**	**213 682**	**200 667**
Software	1 641	427	166 338	172 795
Concessions, patents, licences & rights	2 058	1 594	0	1 776
Other intangible assets	14 784	71 345	47 344	26 096
Tangible assets	**4 703 356**	**5 544 446**	**9 194 409**	**13 599 956**
Land	52 970	52 970	52 970	52 970
Buildings and structures	136 319	128 770	121 220	113 671
Machinery and equipment	20 275	25 773	32 284	39 580
Vehicles	52 725	47 025	41 325	35 625
Other equipment, appliances and tools	4 434 319	5 283 346	8 940 048	13 358 110
Advances paid & assets in progress	6 748	6 562	6 562	0
Financial assets	**0**	**0**	**120 000**	**95 960**
Other non-current assets	**0**	**0**	**0**	**0**
CURRENT ASSETS	**1 357 414**	**1 881 170**	**4 575 935**	**5 344 904**
Inventory	**257 058**	**600 815**	**1 661 743**	**2 490 575**
Raw materials, supplies and assemblies	8 038	7 351	1 089	1 118
Purchased goods for resale	86 644	414 882	1 215 244	1 738 189
Advances paid	162 376	178 582	445 410	751 268
Amounts receivable within one year	**1 078 294**	**1 121 928**	**2 626 038**	**2 257 667**
Short-term investments	**0**	**0**	**0**	**0**
Cash and cash equivalents	**22 062**	**158 427**	**288 154**	**596 662**
Deferred charges and accrued income	**125 177**	**83 073**	**45 079**	**46 352**
TOTAL ASSETS	**6 204 430**	**7 582 055**	**14 149 105**	**19 287 839**

The chart below provides additional detail on the composition of the Issuer's equipment and network infrastructure assets:



The chart below provides additional detail on the development of the Issuer's equity and liabilities from 2022 to 2025:

Balance sheet, EUR	2022	2023	2024	2025
SHAREHOLDERS' EQUITY	**2 517 916**	**3 590 439**	**4 960 715**	**6 944 982**
Capital	**60 000**	**60 000**	**60 000**	**60 000**
Authorised (subscribed) share capital	60 000	60 000	60 000	60 000
Subscribed capital outstanding (-)	0	0	0	0
Reserves	**6 000**	**6 000**	**6 000**	**6 000**
Compulsory reserve / reserve capital	6 000	6 000	6 000	6 000
Retained earnings (losses)	**2 451 916**	**3 524 439**	**4 894 715**	**6 878 982**
Profit (loss) for the year under review	932 087	1 072 523	1 370 276	1 984 267
Profit (loss) from previous years	1 519 829	2 451 916	3 524 439	4 894 715
Grants, subsidies	**0**	**0**	**0**	**0**
Provisions	**0**	**0**	**0**	**0**
ACCOUNTS PAYABLE AND OTHER LIABILITIES	**3 634 432**	**3 970 780**	**9 187 636**	**12 342 857**
Non-current liabilities (>1 year)	**2 379 183**	**2 273 872**	**8 141 959**	**11 053 747**
Debt obligations	0	0	8 000 000	11 014 820
Debts to credit institutions	1 811 733	1 747 708	0	0
Advances received	0	0	0	0
Other payables and long-term liabilities	567 450	526 164	141 959	38 927
Current liabilities (<1 year)	**1 255 249**	**1 696 908**	**1 045 677**	**1 289 110**
Debt obligations	15 955	24 613	0	0
Debts to credit institutions	391 059	862 990	0	0
Advances received	144 137	148 870	85 056	55 303
Amounts payable to suppliers	420 367	352 526	738 711	924 359
Income tax liabilities	0	0	0	0
Employment-related liabilities	171 550	190 271	218 918	306 051
Other payables and current liabilities	112 181	117 638	2 992	3 397
Accrued expenses and deferred income	**52 082**	**20 836**	**754**	**0**
TOTAL EQUITY & LIABILITIES	**6 204 430**	**7 582 055**	**14 149 105**	**19 287 839**

Debt obligations at the end of 2025 consisted of EUR 8 million in bonds and ILTE debt. As at 30 April 2026, the ILTE outstanding debt amount was EUR 4,369,512.62, with a five-year term. The maximum ILTE debt cap is EUR 6 million, available for use until the end of this year.

The table below presents a summary of the Issuer’s income statement for the financial years 2024 and 2025, derived from the Issuer’s audited annual financial statements.

	2025 Audited	2024 Audited
	Amount, EUR	Amount, EUR
Sales	8,804,213	6,001,119
Cost of sales	(2,518,999)	(1,540,947)
GROSS PROFIT	6,285,214	4,460,172
Sales costs	(956,590)	(704,882)
Operating costs	(2,389,569)	(1,857,009)
Net Interest income	(954,788)	(528,005)

PROFIT BEFORE TAX	1,984,267	1,370,276
Profit tax	0	0
NET PROFIT	1,984,267	1,370,276

The chart below provides additional detail on the development of the Issuer's income statement from 2022 to 2025.

EUR	2022	2023	2024	2025
Sales revenue	**3 691 215**	**4 733 473**	**6 001 119**	**8 804 213**
Cost of goods sold	-1 078 206	-1 508 829	-1 540 947	-2 518 999
Gross profit	**2 613 009**	**3 224 644**	**4 460 172**	**6 285 214**
Cost of sales	-470 057	-493 143	-704 882	-956 590
General & administrative costs	-1 229 591	-1 618 598	-1 954 375	-2 494 626
Results of other activities	9 536	77 460	97 366	105 057
Other interest & similar income	70 159	77 746	134 655	76 748
Interest & other similar expenses	-60 969	-195 586	-662 660	-1 031 536
Profit before tax	**932 087**	**1 072 523**	**1 370 276**	**1 984 267**
Corporate income tax	0	0	0	0
Net profit	**932 087**	**1 072 523**	**1 370 276**	**1 984 267**

Cost of goods sold consists of payments to content providers, collection costs, and payments to intermediaries and partners. General and administrative costs mainly include long-term asset depreciation and personnel costs. Cost of sales comprises advertising, partner commissions, and sales team expenses. Interest expenses mainly relate to the outstanding EUR 8 million bond issue.

11. ISSUER'S ADMINISTRATIVE, MANAGEMENT OR SUPERVISORY BODIES. ADVISERS

11.1. Management and supervisory bodies

The Issuer has the following corporate governance structure:

(i) General Meeting of Shareholders; and

(ii) Managing Director.

The Management Board and the Supervisory Council are not formed in the Company.

The Managing Director of the Issuer is Vitalijus Romualdas Andrijauskas.

Vitalijus Romualdas Andrijauskas has experience of over 20 years in business management and telecommunications and holds a Master's degree in Computer Science from Vilnius University, Faculty of Informatics and Mathematics.

Auditor

Uždaroji akcinė bendrovė „AUDITO GAIRĖS", legal entity code 141525013, with its registered address at S. Daukanto g. 22a-7, LT-92135 Klaipėda, Lithuania, has audited the Issuer's financial statements for the financial years ended 31 December 2024 and 31 December 2025. These financial statements are incorporated into this Information Document by reference. The auditor issued unqualified reports in respect of each of these financial statements.

The auditor is a member of the Lithuanian Chamber of Auditors.

11.2. Persons involved in offering of Bonds

(a) Lead Manager

The Issuer has engaged the Lead Manager (UAB FMĮ OSUM Securities) for the offering of the Bonds.

The Lead Manager is appointed by the Issuer as responsible person in the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia for the purposes of offering of the Bonds. The Issuer is paying fees (commissions) established in the Placement Agreement concluded with the Lead Manager on 24 April 2026 for the services provided by the Lead Manager.

(b) Trustee

The Trustee is appointed by the Issuer as Bondholders' trustee as required under the Law on Protection of Interests of Bondholders. The Issuer is paying fees established in the Agreement on Bondholders' Protection concluded with the Trustee on 3 June 2026 for the services provided by the Trustee.

(c) Legal adviser

The Law Firm Norkus ir partneriai COBALT is appointed by the Issuer as legal adviser for the purposes of the Information Document related matters arising under the Lithuanian law. The Issuer is paying fees established in the legal services agreement dated 24 September 2020 for the services provided by the legal adviser.

11.3. Description of interests (conflicts of interests)

The Issuer confirms that, to its knowledge, there are no interests, including conflicts of interest, that are material to the issuance of the Bonds on the part of the Issuer, members of its management bodies, or any entities within the Group.

11.4. Related party transactions

Save as otherwise disclosed in this Information Document, neither the Issuer nor any Group companies have entered into any significant transactions with members of the management bodies of the Issuer or the Group.

12. PREPARATION AND PUBLICATION OF SUPPLEMENTS TO INFORMATION DOCUMENT

If, after the publication of this Information Document but prior to the closing of the Bonds offering, the Issuer becomes aware of any significant new factor, material mistake or material inaccuracy relating to the information included in this Information Document which is capable of affecting the assessment of the Bonds, the Issuer shall prepare a supplement to this Information Document. The Issuer shall also amend the summary of the Information Document as necessary to reflect such changes.

Any supplement to the Information Document shall be published in the same manner as this Information Document and shall form an integral part thereof.

ANNEX 1 - FORM OF FINAL TERMS

Below is the form of Final Terms to be completed for each Tranche of Bonds issued under the Information Document

Final Terms dated [...]

UAB Consilium optimum

Issue of [Aggregate Nominal Amount of Tranche] Bonds due [...]

under the Information Document for the issuance of Bonds in the amount of up to EUR 12,000,000

Terms used herein shall have the same meanings as defined in the Information Document dated [...] 2026, together with its supplements, if any (the **Information Document**).

This document constitutes the Final Terms of the Bonds described herein and must be read in conjunction with the Information Document. Full information on the Issuer and the offer of the Bonds is only available on the basis of the combination of these Final Terms and the Information Document.

The Information Document (together with its supplements, if any) has been published on the Issuer's website: www.fastlink.lt.

The Final Terms have been approved by the Managing Director of the Company on [...] 2026.

1.	**Issuer:**	UAB Consilium optimum
2.	**Tranche Number:**	[...]
3.	**ISIN:**	[...]
4.	**Aggregate principal amount of the Tranche:**	EUR [...]
5.	**Nominal amount of the Bond:**	EUR 1,000
6.	**Issuer Price of the Bond:**	EUR [...]
7.	**Issue Date:**	[...]
8.	**Maturity Date:**	[...]
9.	**Early Redemption by the Issuer**	[...]
10.	**Early Redemption by the Bondholders**	[...]
11.	**Annual Interest Rate:**	[...]%
12.	**Interest Payment Dates:**	[...]
13.	**Yield:**	[...]%

		The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.
14.	**Minimum Investment Amount:**	EUR [...]
15.	**Subscription Period:**	[...]
16.	**Procedure for submission of Subscription Orders:**	[...]
17.	**Procedure for allocation of Bonds and settlement:**	[...]
18.	**Estimated net amount of the proceeds from the issue of the Bonds:**	[...]
19.	**Security:**	First ranking pledge over the Company's assets as a property complex comprised of the Company's claim rights arising from contracts concluded with the Company's customers.
20.	**Additional undertakings:**	[[...]/[Not applicable.]
21.	**Additional financial covenants:**	[[...]/[Not applicable.]
22.	**Other relevant information**	[[...]/[Not applicable.]
23.	**Lead Manager:**	[...], Lithuania.
24.	**Settlement Agent:**	[...], Lithuania.
25.	**Trustee**	UAB AUDIFINA, a private limited liability company, legal entity code 125921757, with its registered address at A. Juozapavičiaus g. 6, LT-09310, Vilnius, Lithuania.
26.	**Rating:**	The Bonds to be issued have not been rated.

Vilnius, [*date*] [*month*] [*year*]