



LIETUVOS CENTRINĖ KREDITO UNIJA

LIETUVOS CENTRINĖ KREDITO UNIJA

(a cooperative company registered in the Republic of Lithuania with legal entity code 110086034)

INFORMATION DOCUMENT FOR THE ISSUANCE OF BONDS IN THE AMOUNT OF UP TO EUR 8,000,000

Under this information document for the issuance of bonds in the amount of up to EUR 8,000,000 (the **Information Document**) LIETUVOS CENTRINĖ KREDITO UNIJA, a cooperative company (in Lithuanian, *kooperatinė bendrovė*) incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 110086034, with registered office at Savanorių pr. 363B-201, LT-51480, Kaunas, Lithuania (the **Issuer** or **LCKU**) may issue and offer from time to time in one or several tranches (the **Tranches**) subordinated bonds denominated in EUR, having maturity up to 10 years 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 8,000,000. The Bonds are intended to qualify as Tier 2 capital under Regulation (EU) No 575/2013 (the **CRR**) and other applicable requirements.

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 and with the Final Terms of the relevant Tranche.

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**), and the Description of Requirements for the Preparation of Information Document, 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 (EC) 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 Documents 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 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 to AB Nasdaq Vilnius, legal entity code 110057488, having its address at Konstitucijos pr. 29, LT-08105, Vilnius, Lithuania (**Nasdaq Vilnius**) for admitting each Tranche to trading on the alternative market First North of Nasdaq Vilnius not later than within 6 months after the Issue Date of the respective Tranche.

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. Any offering, sale, or delivery of the Bonds must comply with all applicable laws and regulations, including international sanctions and national restrictions. The Bonds shall not be offered, sold, or delivered to any person subject to EU, UN, or U.S. sanctions, or to any Russian or Belarusian national or resident, or any entity

established in Russia or Belarus. 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*) of the Information Document.

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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 agreement 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	mean up to 8,000 units of Bonds with a nominal value of EUR 1,000 each (total nominal value up to EUR 8,000,000).
Business Day	means a day on which the Depository system is open and operational.
CRR	means the Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms, as amended or replaced from time to time.
Depository	means a central security depository in the Republic of Lithuania.
Event of Default	means any of the event specified as an Event of Default in Section 7.13(a) (<i>Events of Default</i>).
Final Terms	means the terms of each Tranche in the form provided in Annex 1.
General Terms and Conditions	means the general terms and conditions that shall apply to each Tranche, as established in Section 7 (<i>General Terms and Conditions</i>).
IFRS	means the International Financial Reporting Standards.
Information Document	means the information document relating to the public offering of the Bonds.
Interest	means the fixed interest rate specified in the Final Terms.
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 LIETUVOS CENTRINĖ KREDITO UNIJA, a cooperative company (in Lithuanian, <i>kooperatinė bendrovė</i>) incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 110086034, with registered office at Savanorių pr. 363B-201, LT-51480, Kaunas, Lithuania.
Law on Central Credit Unions	means the Law on Central Credit Unions 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 UAB FMĮ Orion securities, legal entity code 122033915, with its address at Konstitucijos pr. 18B, LT-09308, Vilnius, Lithuania.
LKU Group	means the Issuer and its members (44 credit unions).
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.
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 3 rd (third) Business Day preceding the due date for the payment.
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.
Tier 2	means capital instruments of the Issuer that qualify as Tier 2 capital under the CRR and other applicable requirements, in each case as amended or replaced from time to time.

Tranche

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 address at A. Juozapavičiaus g. 6, LT-09310, Vilnius, Lithuania.

2. SUMMARY

2.1. Information Document

LIETUVOS CENTRINĖ KREDITO UNIJA (the **Issuer**) has prepared this information document (the **Information Document**) relating to the public offering of the Issuer's bonds (the **Bonds**) up to the maximum amount of EUR 8,000,000.

The Information Document prepared by the Issuer does not constitute a prospectus of securities as defined in the Regulation No 2017/1129 of the European Parliament and of the Council (the **Prospectus Regulation**) and in the Law on Securities, and it has not been and will not be approved by the Bank of Lithuania or any other regulatory authority.

Any decision to invest in the Bonds should be made by the Investor not only in accordance with this summary but also in accordance with the entire Information Document (including the Final Terms and the annexes to the Information Document).

The Information Document is dated 25 November 2025 and remains valid for 12 months from the date of its publication.

2.2. Background information on the Issuer

(a) Key data on the Issuer

The Issuer is LIETUVOS CENTRINĖ KREDITO UNIJA, a cooperative company (in Lithuanian – *kooperatinė bendrovė (kooperatyvas)*) incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 110086034, with registered office at Savanorių pr. 363B-201, LT-51480, Kaunas, Lithuania, telephone: +370 37 20 05 84, e-mail: icku@lku.lt, website address: <https://lcku.lt/lt/>.

(b) Principal activities of the Issuer

The Issuer was established in 2002 and operates as the central credit union within the LKU Group, supervising and supporting 44 member credit unions serving clients across Lithuania through over 100 customer service locations.

As mandated by law, the Issuer is responsible for maintaining the liquidity of member credit unions, ensuring their solvency, and monitoring their risk exposures. The Bank of Lithuania maintains regulatory oversight of both individual credit unions and LKU Group.

The Issuer provides essential services to its member credit unions, including solvency and liquidity management, centralized back office and risk management services, payment systems, clearing operations, credit assessment, administration of the electronic banking platform, and operation of the stabilisation fund. It also extends credit, including mortgage loans, to member credit unions and their members. In addition, the Issuer serves direct clients by accepting deposits and providing payment services.

Member credit unions within the LKU Group provide comprehensive financial services to private individuals, business clients and farmers across Lithuania.

(c) Issuer's members

The Issuer has 44 members (credit unions), which together constitute LKU Group.

(d) Management of the Issuer

The Issuer's governance structure comprises the General Meeting of Members, Supervisory Council, Management Board, Head of Administration, Deputy Head of Administration, and Head of Internal Audit.

Mindaugas Vijūnas serves as Head of Administration, appointed in April 2017.

2.3. Basic information on the Bonds

Bonds	Up to 8,000 units of Bonds with a nominal value of EUR 1,000 each.
Status	The Bonds are intended to qualify as Tier 2 capital under Regulation (EU) No 575/2013 (the CRR) and other applicable requirements. The Bonds constitute direct, unsecured and subordinated obligations of the Issuer, ranking pari passu without any preference among themselves. In the event of the Issuer's insolvency, liquidation or bankruptcy, claims of the Bondholders will be satisfied only after senior liabilities have been paid in full, in accordance with the Law on Central Credit Unions of the Republic of Lithuania and the Information Document.
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.
Early Redemption by the Issuer	The Issuer may, subject to obtaining prior approval from the Bank of Lithuania (if required) and in any case in accordance with CRR or other applicable requirements, redeem the Bonds prior to maturity in the following circumstances: (i) at any time on or after fifth anniversary of the Issue Date of the relevant Tranche, at the Issuer's sole discretion; (ii) at any time, if the Bonds cease or are likely to cease to qualify as Tier 2 capital under the CRR or other applicable requirements; (iii) at any time, if there is a material and unforeseen change in tax treatment that makes the Bonds materially less favourable for the Issuer. In each case, Bonds shall be redeemed at 100% of principal amount plus accrued interest.
Early Redemption by the Bondholders	The Bondholders have no right to demand the redemption of the Bonds prior to Maturity Date.
Other terms of the Bonds	Please refer to other Sections of the Information Document.

2.4. Risk warning

Investing in the Bonds carries inherent risks. By purchasing the Bonds, the Investor assumes the risks outlined in the 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 incur partial or complete loss of their investment.

Investors are advised to carefully review the information contained in this Information Document, including the 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 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 possible legal risks and tax consequences associated with the issue of and investment in the Bonds. Each prospective Investor is encouraged to consult with their own financial, legal, business, or tax advisers to fully understand the benefits and risks associated with purchasing the Bonds.

3. IMPORTANT INFORMATION

3.1. Information Document

The Issuer has prepared this Information Document in connection with the offering of the Bonds to enable a potential Investor to evaluate the opportunity to invest in the Bonds. The information presented herein has been obtained from the Issuer and other sources referred to in the Information Document.

This Information Document should be read in conjunction with any subsequent updates and any other documents (if any) attached to or referenced herein.

3.2. Responsible persons

The information contained in this Information Document is the responsibility of the Issuer, i.e. LIETUVOS CENTRINĖ KREDITO UNIJA, a cooperative company, incorporated in and operating under the laws of the Republic of Lithuania, legal entity code 110086034, with registered office at Savanorių pr. 363B-201, LT-51480, Kaunas, Lithuania. The Issuer assumes responsibility for the accuracy of information contained in this Information Document. To the best of the Issuer's knowledge and belief, as well as the reasonable belief of its Head of Administration, the information contained in this Information Document is accurate and does not omit any material details.

Mindaugas Vijūnas

Head of Administration of the Issuer

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

3.3. Disclaimer

The Lead Manager, along with the Issuer's or the Lead Manager's legal adviser, assume no responsibility for the accuracy, completeness or interpretation of the information in this Information Document and make no warranties or representations regarding the Bond offering.

Investors are responsible for their own assessment and analysis of this Information Document and all publicly available information about the Issuer, including the risk factors set out in Section 5 (*Risk Factors*). The information in this Information Document is accurate only as of its date, and its delivery does not imply that no changes have occurred in the Issuer's status since that date.

In the event of a dispute regarding this Information Document or the Bond offering, the claimant may be forced to resort to the courts of the Republic of Lithuania, and the claimant may, therefore, be liable to pay the relevant state fees in relation to this Information Document or the other documents of the Bond offering.

3.4. Presentation of financial information, information incorporated by reference

(a) Presentation of financial and other information

This Information Document incorporates by reference the annual audited separate and consolidated financial statements of the Issuer for the years ended 31 December 2024 and 31 December 2023, as well as unaudited separate and consolidated interim financial statements for the ninth-month periods ended 30 September 2025 and 30 September 2024. The financial statements of the Issuer have been prepared in accordance with the International Financial Reporting Standards (the **IFRS**).

This Information Document is based on the details available as at 24 November 2025 above date. Where reference is made to information other than information as at 24 November 2025, the relevant date shall be 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 Issuer considers sufficient to provide adequate and sufficient information on the relevant matter. Quantitative values have sometimes been rounded off to the nearest reasonable decimal or whole number value to avoid excessive detail. As a result of rounding, some values given may not add up to the total. Exact figures are presented in the Issuer'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 Issuer'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 Issuer operates is based on the best judgment of the Issuer's management. Reliable market information on the industry in which the Issuer 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 Issuer's management unless specifically stated otherwise.

(d) Forward looking statements

This Information Document contains forward-looking statements based on the Issuer's current expectations, beliefs and assumptions. Such statements may be identified by words such as "expect", "plan", "anticipate", "believe", "intend", "project", "would", "likely" or similar expressions, and are subject to risks, uncertainties and changes in circumstances.

Forward-looking statements are inherently uncertain and actual results may differ materially from expectations due to changes in competitive, economic, regulatory, political, or other factors. The Issuer is under no obligation to update forward-looking statements as a result of new information or subsequent events.

Investors should consider the risk factors set out in Section 5 (*Risk factors*) that may affect the Issuer's actual results.

4. BASIC INFORMATION ON ISSUER

Name of the Issuer	LIETUVOS CENTRINĖ KREDITO UNIJA
Legal entity number	110086034
LEI code	2138009QCHFQV9RC4R40
Legal form	Cooperative company (in Lithuanian, <i>kooperatinė bendrovė</i>)
Country of registration	Lithuania
Date of registration with the Register of Legal Persons / date of incorporation	22 April 2002
Duration of the Issuer's operation	Unlimited
Licence	Central Credit Union Licence No 54 issued on 28 November 2002
Supervisory Authority	The Bank of Lithuania
Main legislation governing the Issuer's activities	The Law on Central Credit Unions, the Law on Cooperative Societies, the Civil Code of the Republic of Lithuania, other laws of the Republic of Lithuania, governing the provision of financial services, implementing legal acts adopted by the European Union and the Bank of Lithuania.
Registered address	Savanorių pr. 363B-201, LT-51480, Kaunas, Lithuania
Contact phone number	+370 37 20 05 84
E-mail	lcku@lku.lt
Website	https://lcku.lt/lt/

The following documents will be made available on the Issuer's website at <https://lcku.lt/obligacijos>:

- (a) Information Document, including Final Terms;
- (b) Articles of Association of the Issuer;
- (c) Financial statements of the Issuer;
- (d) Investor presentation.

5. RISKS FACTORS

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 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
<i>Financial and Credit Risks</i>	
Credit risk	The Issuer may incur losses if its counterparties fail to meet their obligations. Credit risk primarily stems from loans and other receivables from member credit unions and other clients. It also arises from cash and cash equivalents held with third parties (such as deposits with banks and other credit institutions), as well as from bonds and derivative instruments. Deterioration in the creditworthiness of borrowers or counterparties could result in increased loan losses or impairments, adversely affecting the Issuer's financial condition and its ability to meet obligations to Bondholders.
Concentration risk	If the Issuer's exposures are concentrated in a single client segment, economic sector or geographic region, unforeseen adverse events in these areas could lead to significant losses. The Issuer's business is concentrated in Lithuania and focused on the credit union sector. Economic difficulties affecting Lithuanian credit unions or the broader Lithuanian economy could have a disproportionate impact on the Issuer's financial performance.
Liquidity risk	Inadequate liquidity risk management and insufficient liquidity reserves may disrupt the Issuer's operations, reduce stakeholder confidence, and negatively affect the Issuer's financial stability and reputation. As the central credit union, the Issuer has a responsibility to maintain liquidity for its member credit unions. A sudden withdrawal of deposits by member credit unions or increased demand for funding could strain the Issuer's liquidity position. As a result, the Issuer may not be able to fulfil its obligations to Bondholders on the scheduled date.
Member credit union dependency risk	The Issuer's financial performance and stability depend significantly on the financial health and performance of its 44 member credit unions. The Issuer is responsible for maintaining the liquidity of member credit unions and ensuring their solvency. If most of the member credit unions or the largest member credit unions experience financial difficulties, loan losses,

or liquidity problems, the Issuer may be required to provide increased financial support, which could adversely affect its own financial position, capital adequacy ratios, and ability to meet obligations to Bondholders.

Counterparty risk

The Issuer may incur financial losses due to the failure of counterparties to fulfil their obligations. A counterparty's failure may affect the completion of projects, the quality of services provided, or damage the Issuer's reputation. Although the Issuer monitors and manages counterparty risk, its materialization may negatively impact the Issuer's business and financial position, potentially affecting its ability to redeem the Bonds and pay accrued interest to Bondholders.

Refinancing risk

The Issuer may need to refinance its debts, including the Bonds, upon maturity. The Issuer's ability to successfully refinance depends on debt capital market conditions and its financial position at that time. The Issuer's inability to refinance its debts or to refinance them on favourable terms may negatively affect the Issuer's financial position and Bondholders' ability to recover funds under the Bonds.

Revenue risk

Ineffective asset management may adversely impact the Issuer's revenue from individual business segments and hinder its ability to maintain sufficient long-term profitability. Lower profitability could affect the Issuer's ability to build capital reserves and meet regulatory requirements, which may in turn impact its ability to service the Bonds.

Market and Economic Risks

Economic environment risk

The activities and results of the Issuer depend on economic processes taking place in Lithuania, the EU and internationally. Negative macroeconomic changes (such as rising energy and raw material prices, high inflation, or recession) may affect the ability of the Issuer's borrowers and member credit unions to meet their obligations and, thus, negatively affect the Issuer's ability to meet its obligations to Bondholders. During an economic downturn, demand for the Issuer's services may decrease, which may negatively affect the implementation of the business strategy and results of the Issuer.

Market risk

As a central credit union, the Issuer may be exposed to market risk arising from disruptions or volatility in financial markets. Such conditions could affect the availability and cost of liquidity, the stability of payment and settlement systems, and the ability of member credit unions to access or provide funding, which may in turn impact the Issuer's operations and financial condition.

Competition risk

The Issuer is the largest central credit union in Lithuania, which provides it with a strong market position. However, as a financial services provider, it operates in a highly competitive market with numerous participants. Increased competition may result in higher expenses related to marketing and client acquisition and a constant demand for innovation in the Issuer's services. Failure to adapt to competitive dynamics may negatively affect the Issuer's financial results and ability to meet obligations to Bondholders.

Strategic risk

Strategic risk may arise from uncertainties and challenges the Issuer might face when launching and managing new service offerings or executing strategic initiatives, as well as from the difficulties member credit unions may encounter in effectively attracting and integrating new members. Failure to execute these initiatives properly may impact the

Issuer's growth prospects, financial performance and overall competitive position, which could affect its ability to service the Bonds.

Regulatory and Compliance Risks

Qualified audit opinion risk

The independent auditor issued a qualified opinion on the Issuer's separate financial statements for the year ended 31 December 2024 regarding the accounting treatment of EUR 5,279,000 in state aid received from the Republic of Lithuania. The Issuer classified this amount as equity, while the auditor considers it should be classified as a liability under IAS 32. If this amount were reclassified as recommended by the auditor, the Issuer's equity as at 31 December 2024 would decrease, and liabilities would increase, by EUR 5,279,000. This reclassification would reduce the Issuer's capital adequacy ratios and could potentially affect its ability to meet certain prudential requirements. Although, as of the date of this Information Document, the outstanding balance of this state aid is lower (EUR 3,979,000) and is currently treated as eligible capital for regulatory reporting purposes, any required reclassification could still have an adverse effect on the Issuer's financial position.

Risk of implementation of prudential requirements

The Issuer, as a central credit union, is subject to mandatory prudential requirements established by the Bank of Lithuania, which may be reviewed and modified from time to time. These requirements include minimum capital ratios, liquidity requirements, and large exposure limits. Failure to comply with these requirements could result in regulatory sanctions, restrictions on the Issuer's activities, or requirements to raise additional capital. Changes in prudential requirements could affect the Issuer's financial flexibility by limiting the capital available for business operations and strategic initiatives, and, consequently, may affect the value of the Bonds and the Issuer's ability to service them.

Compliance risk

This risk refers to the possibility that the Issuer may fail to adhere to applicable laws, regulations, or supervisory requirements set by the Bank of Lithuania or other regulatory authorities. Such non-compliance could result in regulatory sanctions, fines, reputational damage or operational restrictions. Compliance risk may adversely affect the Issuer's financial condition and its ability to meet obligations to Bondholders.

Money laundering, terrorist financing and international sanctions risk

As a central credit union, the Issuer provides financial services and liquidity to its member credit unions, accepts deposits, provides payment services to direct clients, and may therefore face exposure to money laundering, terrorist financing and sanctions violations. Failure to maintain effective anti-money laundering and counter-terrorist financing controls, or a breach of applicable sanctions regimes, could result in significant penalties, financial losses, regulatory restrictions or reputational damage, which may adversely affect the Issuer's financial condition and ability to service the Bonds.

ESG (environmental, social and governance) risk

Growing regulatory, member and public expectations around sustainability and responsible governance are increasing the importance of ESG factors in financial services. Failure to adequately integrate ESG considerations into policies, operations and services may result in penalties, reputational damage and reduced confidence among member credit unions and other stakeholders. Additionally, evolving ESG standards may impose higher compliance costs and more stringent operational requirements on the Issuer, which could affect its profitability and competitive position.

Tax risk

The introduction of new taxes relating to the Issuer's activities or changes in applicable tax laws and regulations may adversely affect the Issuer's financial performance and profitability. Changes in tax treatment could also affect the after-tax returns for Bondholders.

Operational Risks**Operational risk**

The Issuer may incur losses due to inadequate or failed internal control processes, employee errors and illegal actions, or disruptions in information systems. There is a risk of financial and/or reputational losses arising from inadequate or ineffective internal processes, employee misconduct, system failures, or the impact of external events. Significant operational failures could disrupt the Issuer's business, result in financial losses, and damage its reputation, potentially affecting its ability to meet obligations to Bondholders.

ICT (information and communication technology) risk

The Issuer may incur losses arising from breaches of confidentiality, failures in system or data integrity, inappropriate or unavailable systems and data, or an inability to adapt information and communication technologies in a timely and cost-effective manner when requirements change. This risk includes security threats stemming from inadequate or failed internal processes, external events (including cyber-attacks), or inadequate physical security. As the administrator of the electronic banking platform for LKU Group, a significant ICT failure or cyber-attack could disrupt services to member credit unions and their customers, resulting in financial losses and reputational damage.

Fraud risk

The Issuer is exposed to fraud risk arising from potential internal misconduct, external criminal activity or fraudulent actions by member credit unions or their customers. Such incidents could result in financial losses, operational disruptions, regulatory sanctions and reputational damage, which may adversely affect the Issuer's ability to fulfil its obligations to Bondholders.

Reputational risk

Certain actions by the Issuer or its employees, suboptimal strategic decisions, or ineffective communication may lead to a negative perception of the Issuer by clients, member credit unions, regulators, investors and other stakeholders. Such reputational damage could result in the loss of business relationships, difficulty in attracting or retaining member credit unions, reduced access to funding, and financial losses. Reputational risk is particularly significant for cooperative financial institutions that rely on member trust and confidence.

Management and human resources risk

The Issuer's results depend on the competence, experience and decisions of its management and key employees. The loss of key team members, their potential employment with competitors, or inability to attract and retain qualified specialists may have a significant negative impact on the Issuer's management, operations, results, and financial position. This could affect the Issuer's ability to execute its strategy and maintain the quality of services provided to member credit unions.

Operating cost risk

Due to changing circumstances, the operating expenses of the Issuer may increase, which would reduce profitability. These expenses may increase due to the need for external specialists, increased regulatory requirements, technology investments, advertising, or additional employees. While the Issuer expects such expenses to be moderate and

controlled, significant increases in operating costs may negatively affect the financial position of the Issuer and its ability to service the Bonds.

External Risks

Unpredictable events	Catastrophic events - such as terrorism, war, civil unrest, pandemics and similar force majeure events - and responses to them may disrupt operations, reduce available working days and impair the Issuer's ability to provide services. Such events can create economic and political uncertainty, reduce demand, raise costs, and lower revenues. Insurance coverage for certain risks may be unavailable or insufficient. Any such events could materially adversely affect the Issuer's business, results of operations, financial position, and ability to service the Bonds.
Risk of litigation	While the Issuer is not currently involved in any material judicial or out-of-court disputes, disputes may arise in the future. If a dispute is resolved unfavourably for the Issuer, it may result in financial losses, operational disruptions, and reputational damage. This may impact the Issuer's ability to fulfil its obligations to Bondholders and affect the Bonds' attractiveness and liquidity.

5.2. Risk related to Bonds

RISK	DESCRIPTION
Market and Liquidity Risks	
Risk of loss of Tier 2 status	The Bonds are intended to qualify as Tier 2 capital under CRR and other applicable requirements. Changes in applicable laws, regulations or supervisory interpretations could result in the Bonds ceasing to qualify as Tier 2 capital. This may affect the Issuer's capital adequacy ratios and could impact its ability to meet prudential requirements.
Inflation risk	There is a risk that, in the event of inflation, the depreciation of money might exceed the yield on the Bonds.
Listing risk. Risk of inactive secondary market	The Bonds constitute a new issue of securities by the Issuer. Prior to admission to trading on alternative market First North of Nasdaq Vilnius, there is no public market for the Bonds and other securities of the Issuer. Although application(s) will be made for the Bonds to be admitted to trading on alternative market First North of Nasdaq Vilnius, there is no assurance that such application(s) 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.

Interest rate risk

If interest rates in general or particularly with regard to obligations of corporate debtors or corporate debtors with activities in the industries sector 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 is its market value affected by changes of 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

Bond duration risk

Since the Bonds have a long maturity of 10 years, Bondholders should carefully assess their ability to hold the Bonds until the redemption date. Bondholders have no contractual right to require early redemption of the Bonds. In the event of an unexpected need for liquidity, selling these long-term Bonds on the secondary market may prove challenging, particularly if market demand is low.

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.

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.

Structural and Legal Risks

Subordination risk

In the event of the Issuer's liquidation or bankruptcy, claims arising from the Bonds will be satisfied only after all senior claims (first through sixth priority) have been paid in full, in accordance with Article 70(7) of the Law on Central Credit Unions. This means Bondholders rank behind depositors, general creditors, and certain other obligations, and may receive reduced payments or no payment at all in insolvency.

Risk of early redemption

The Issuer may redeem the Bonds early in several circumstances and subject to prior regulatory approval or other applicable requirements. If early redemption occurs, the return on investment may be lower than expected. Conversely, if required regulatory approval is not granted or other applicable requirements are not met, the Issuer may be unable to redeem the Bonds even if it wishes to do so.

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.

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.

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.

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.

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 8,000 units of the Bonds with a nominal value of EUR 1,000 each. Accordingly, the aggregate (maximum) amount of funds the Issuer seeks to raise is up to EUR 8,000,000.
The main purpose of the Bonds issuance	Strengthening of the capital base. The Issuer intends to use the net proceeds to strengthen its Tier 2 capital, which will enable it to further expand its loan portfolio and increase interest income. The Bonds are intended to qualify as Tier 2 capital under the CRR and other applicable requirements.
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 8,000,000. After deducting estimated offering expenses, the projected net funds are anticipated to be approx. EUR 7,920,000. The Issuer intends to use 100% of the net proceeds to strengthen its capital base.

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 8,000,000 (eight million euros) (the **Bonds**).

The Bonds may be issued in one or more tranches (the **Tranches**). The Bonds of each Tranche shall all be subject to identical terms, except that the Issue Date (as defined below) and the Issue Price (as defined below) thereof may be different in respect of different Tranches.

In order to identify each Tranche, the Final Terms (as defined below) shall stipulate a serial number of the respective Tranche.

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 (the **Final Terms**). The General Terms and Conditions shall apply to each Tranche.

Each Final Terms shall be approved by the decisions of the Management Board of the Issuer.

The aggregate principal amount of a 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 a 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 contain payment obligations of the Issuer towards the Bondholders.

The Bonds are dematerialized debt securities in dematerialized form 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 to resell, transfer or deliver 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 security depository in the Republic of Lithuania (the **Depository**). Entity to be in charge of keeping the records will be the Lead Manager. 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.

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

7.3. Status and subordination

The Bonds constitute direct, unsecured and subordinated obligations of the Issuer. The Bonds rank *pari passu* without any preference among themselves.

The Bonds are designed to meet the eligibility criteria for Tier 2 instruments under CRR and other applicable requirements.

In the event of the Issuer' insolvency, liquidation or bankruptcy, claims of Bondholders rank in seventh priority under Article 70 of the Law on Central Credit Unions and will be satisfied:

- (i) only after claims in the first through sixth priority have been paid in full, including:
 - employee claims (first priority);
 - insured deposits and certain state claims (second priority);
 - taxes and state-guaranteed loans (third priority);
 - uninsured deposits of individuals and SMEs (fourth priority);
 - other general unsecured creditors (fifth priority);
 - certain senior debt instruments (sixth priority);
- (ii) equally with other subordinated loans and subordinated debt of the Issuer, including existing subordinated loans from the European Investment Fund and HELENOS Fund (seventh priority); and
- (iii) in priority to capital instruments and share capital (eighth and ninth priority).

Bondholders have no right of set-off or counterclaim against the Issuer.

The rights of Bondholders may be subject to write-down, conversion or other resolution measures under applicable recovery and resolution laws.

7.4. Currency of Bonds

The Bonds shall be issued in EUR.

7.5. Issue price and yield

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

7.6. Issue date

The issue date of each 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 open and operational.

7.8. Interest

The Bonds shall bear interest at fixed annual 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 and Actual/Actual (ICMA) day count basis. Where Interest is to be calculated for a period shorter than the full interest period, the amount of Interest shall be determined by multiplying the annual rate of Interest by a fraction, the numerator of which is the actual number of calendar days in the relevant period (including the first day of such period but excluding the last day) and the denominator of which is the actual number of calendar days in the full Interest Period (including the first day of such interest period but excluding the last day). The resulting amount of interest payable in respect of each Bond shall be rounded to two decimal places.

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 redemption by Issuer*) or Section 7.13 (*Events of Default*).

(b) Early redemption by Issuer

The Issuer may, subject to obtaining prior approval from the Bank of Lithuania (if required) and in any case in accordance with CRR or other applicable requirements (including, where applicable, Articles 77 and 78 of the CRR), redeem the Bonds prior to the Maturity Date in the following circumstances:

- (i) at any time on or after the fifth anniversary of the Issue Date of the relevant Tranche issued under this Information Document, the Issuer may, at its sole discretion, redeem all or some only of the outstanding Bonds of that Tranche;
- (ii) at any time, if the Bonds cease or are likely to cease to qualify as Tier 2 capital under the CRR or other applicable requirements (excluding the regulations in force on the Issue Date), the Issuer may redeem all (but not some only) of the outstanding Bonds;
- (iii) at any time, if there occurs a material and reasonably unforeseen change in the tax treatment that makes the Bonds materially less favourable for the Issuer, the Issuer may redeem all (but not some only) of the outstanding Bonds.

In each case, the Bonds shall be redeemed at 100% of their principal amount together with any accrued but unpaid interest up to (but excluding) the redemption date.

Early redemption shall be made by the Issuer by giving 14 (fourteen) days' notice to the Bondholders and Trustee in accordance with Section 7.15 (*Notices*).

(c) *Early redemption by Bondholders*

Bondholders shall have no right to require redemption prior to maturity.

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 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 each 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 within 6 (six) months after the Issue Date of the respective 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) *Corporate actions*

The Issuer shall not pass any resolutions to initiate or commence any reorganisation, liquidation, transformation, bankruptcy or restructuring proceedings in respect of the Issuer.

(b) *Listing undertaking*

The Issuer undertakes to take all necessary steps to ensure that the Bonds are admitted to trading on First North of Nasdaq Vilnius no later than within 6 (six) months after the Issue Date.

(c) *Delisting undertaking*

The Issuer undertakes to maintain the admission of the Bonds to trading on the First North of Nasdaq Vilnius for as long as any Bonds remain outstanding and not to voluntarily apply for delisting without the prior consent of the Bondholders' Meeting.

(d) *Information disclosure*

The Issuer shall prepare and make available through its website (<https://lcku.lt/obligacijos>) and Nasdaq:

- (i) the Issuer's unaudited consolidated semi-annual financial statements within 60 days after the end of the first half of each financial year;
- (ii) the Issuer's audited annual financial statements within 120 days after the end of each financial year.

All financial statements shall be prepared in accordance with International Financial Reporting Standards (IFRS).

7.13. Events of Default

(a) *Events of Default*

The following events shall constitute 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) **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 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 or is submitted to the court by the Issuer;
- (iii) **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.

(b) *Bondholders' rights in case of Event of Default*

The occurrence of an Event of Default shall entitle Bondholders to convene a Bondholders' Meeting and exercise rights under these Terms and Conditions, including giving instructions to the Trustee, or taking other actions permitted by law. However, no Event of Default shall entitle Bondholders to accelerate or demand early redemption of the Bonds prior to the Maturity Date.

Bondholders may only claim payment in respect of the Bonds in the winding-up or dissolution of the Issuer, subject to applicable law and the subordination provisions governing Tier 2 instruments.

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 within 5 (five) Business Days .

Any enforcement action shall not oblige the Issuer to pay any amount earlier than scheduled, except with prior approval of the Bank of Lithuania in accordance with CRR or other applicable requirements.

7.14. 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.

7.15. 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 (<https://lcku.lt/obligacijos>). 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 (<https://lcku.lt/obligacijos>). Any notice or report published in such manner shall be deemed to have been received on the same Business Day when it is published.

7.16. Trustee

While voluntarily 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**), on 23 November 2025 the Issuer has concluded the Agreement on Bondholders' Protection (the **Agreement on Bondholders' Protection**) with UAB AUDIFINA, a private limited liability company, legal entity code 125921757, with its registered address at A. Juozapavičiaus g. 6, LT-09310, Vilnius, Lithuania (the **Trustee**). In accordance with this agreement, the Trustee shall safeguard the interests of the Bondholders in their relations with the Issuer. For the avoidance of doubt, the Trustee is a representative of all Bondholders.

Contact details of the Trustee are the following:

E-mail: obligacijos@audifina.lt

Representative: Vidmantas Satkus

Website: <https://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 (obligacijos@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 Programme 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 Surety 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 audit services (in this particular case) or acquired legal status “in bankruptcy” or “in liquidation”.

7.17. 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 Programme of 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 Trustee Agreement 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 Bonds as indicated in these Terms and Conditions and applicable Lithuanian laws. More detailed rights of the Bondholders, rights and obligations of the Trustee being a representative of Bondholders is 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 Bonds of the Programme, providing voting right 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 in cases when the Bondholders who hold no less than 1/10 of the Bonds of the Programme providing voting right in the Bondholders’ Meeting approve such a need. The CEO of the Issuer or its authorised person may also attend the Bondholders’ Meeting, unless the Bondholders who hold no less than 1/10 of the Bonds of the Programme providing voting right in the Bondholders’ Meeting contradict thereto.

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 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 the Bondholders of the Issue, the Bonds held by which carry voting right in the Bondholders' Meeting, consent thereto in writing.

A Bondholders' Meeting may take decisions and shall be held valid if attended by the Bondholders who hold more than 1/2 of the issued Bonds, providing voting right 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 of provision 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 of the Programme, except for the cases, when in the decision of the Bondholders' Meetings the instructions to the Trustee are provided to execute certain actions.

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

7.18. 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.

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 the Republic of Lithuania, the Republic of Latvia and in the Republic of Estonia.

For the purposes of the public offering, only such prospective Investors will be eligible to participate in the offering who at or by the time of placing their orders have opened securities accounts with entities of their choice, which are licensed to provide such services within the territory of the Republic of Lithuania, the Republic of Latvia or the Republic of Estonia and which are members of Nasdaq Vilnius or have relevant arrangements with a member of Nasdaq Vilnius. The list of the members of Nasdaq Vilnius is available here: <https://nasdaqbaltic.com/statistics/en/members>.

The public offering shall be structured in the following order:

- (i) the subscription of each 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 relevant Tranche (the **Auction Rules**) will be applied. The Auction Rules shall specify in detail 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 each 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 within the territory of the Republic of Lithuania, the Republic of Latvia or the Republic of 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, the Lead Manager and 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, Final Terms and 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 8.8(i)(F).

8.4. 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 to the Bonds shall be made on the Subscription Orders which may be requested from the Lead Manager and/or in accordance with the Auction Rules or the Depository's participants located in the Republic of Lithuania, of the Republic of Latvia or of the Republic of Estonia.

The Subscription Orders may be submitted through any credit institution or an investment brokerage firm that is licensed to provide such services within the territory of the Republic of Lithuania, the Republic of Latvia or the Republic of 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. The procedure of submission of the Subscription Orders shall be specified in the Final Terms if any additional information shall be provided.

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.

8.5. Withdrawal of Subscription Orders

An Investor may withdraw a Subscription Order for the Bonds of the respective Tranche by submitting a written statement to the credit institution or investment brokerage firm through which the Subscription Order was made at any time until the end of the Subscription Period of the respective Tranche:

- (i) if any supplement or amendment to the Information Document is made public concerning an event or circumstances occurring before the allocation of the Bonds, of which the Issuer became aware prior to allocation of the Bonds, within 2 (two) Business Days as from the date of the publication of the supplement or amendment to the Information Document; or
- (ii) if the issuance of the Tranche is suspended or postponed in accordance with Section 8.9 (*Cancellation, suspension or postponement of offering*), within 2 (two) Business Days as from the date of the announcement of suspension or postponement of the issuance of the Tranche.

The right of an Investor to withdraw a Subscription Order shall only apply to the relevant Tranche and not to any other Tranches of the Bonds under this Information Document.

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 withdrawal or amendment of the Subscription Order.

Following withdrawal of a Subscription Order, the repayments shall be made (or blocked funds shall be released) in accordance with the Subscription Order within 10 (ten) Business Days following submission of a statement regarding withdrawal of the Subscription Order.

8.6. 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.

8.7. 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% - y%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 50,000
y%	EUR 80,000

the amount of EUR 130,000 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.

Investor may submit a Subscription Order only when there are sufficient funds on the Investor's current account. 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 8.5 (*Withdrawal of Subscription Orders*), or whose subscriptions have been reduced will receive reimbursements of the payment made upon placing the Subscription Order (or the blocked funds will be released) in accordance with instructions provided by each such Investor, as required under the procedures applicable within the credit institution or an investment brokerage firm through which the Subscription Order was placed. The reimbursement will take place (or the blocked funds will be released) within 10 (ten) Business Days as from the end of the Subscription Period or withdrawal of a Subscription Order in accordance with this Information Document. 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.

8.8. 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 which Investors shall be allotted with the Bonds and to what amount, and which Investors shall not be allotted with the Bonds. The Bonds shall be allocated to the Investors participating in the offering in accordance with the following main principles: (a) the division of Bonds between the retail and institutional investors has not been predetermined. The Issuer shall determine the exact allocation in its sole discretion, considering the overall demand from different Investor categories; (b) under the same circumstances, all Investors shall be treated equally, whereas dependent on the number of Investors and interest towards the Offering, the Issuer may set minimum and maximum number of the Bonds allocated to one Investor; (c) the allocation shall be aimed to create a solid and reliable Investor base for the Issuer; (d) possible multiple Subscription Orders submitted by the Investor shall be merged for the purpose of allocation; (e) Subscription Orders via a nominee accounts (incl. if made on the account of pension investment accounts) shall be treated as Subscription Orders from separate independent Investors only if this was disclosed to the Issuer. Although each Investor subscribing via a nominee account is considered as an independent Investor during the allocation process, the nominee account holder is responsible for the allocation of the Bonds to the Investor; and (f) 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. When applying the above principles and with a view to creating a solid and reliable Investor base for the Issuer, the Issuer may, in its sole discretion, give priority to (i) credit unions that are members of the Issuer (or their members) and/or (ii) one or more institutional investors selected by the Issuer (including, without limitation, Investors with whom the Issuer has or intends to establish a strategic or long-term financing relationship).over other Investors. Any remaining Bonds which cannot be allocated using the above-described process shall be allocated to the Investors on a random basis. Accordingly, the Investors who subscribe 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. Material changes to the allocation principles (if any) shall be reflected in a supplement to this Information Document.
- (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% - y%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 50,000
y%	EUR 80,000

If the Issuer decides to set the final annual interest rate at y per-cent and there is no oversubscription and 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 receives EUR 130,000 of the Bonds.

Example 2:

Preferred annual interest rate (%) of the Bonds in a range of x% - y%	Investment amount (EUR) (per each offered interest rate)
x%	-
y%	EUR 80,000

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% - y%	Investment amount (EUR) (per each offered interest rate)
x%	EUR 50,000
y%	-

In case the Issuer decides to set the final annual interest rate at y per-cent and there is no oversubscription and 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 receives EUR 50,000 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 <https://lcku.lt/obligacijos> as well as at www.nasdaqbaltic.com.

8.9. 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 <https://lcku.lt/obligacijos> thereof.

8.10. 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.

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 THE ISSUER'S BUSINESS

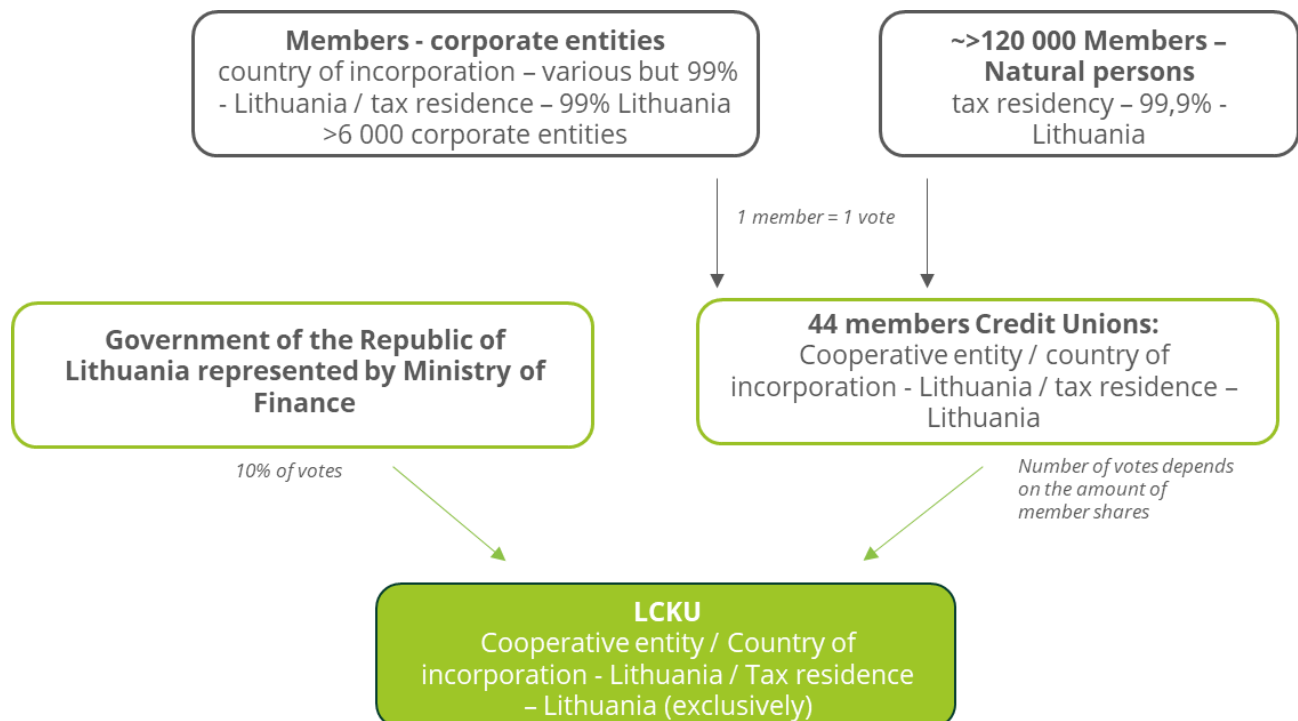
9.1. Information about the activities of the Issuer

(a) Overview

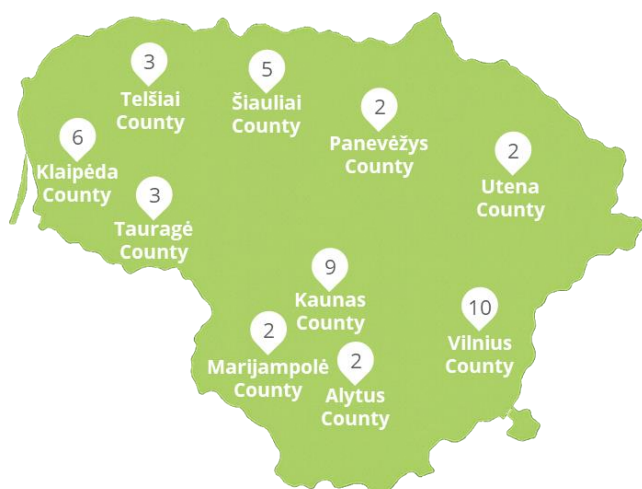
The Issuer was established on 22 April 2002, obtained its license from the Bank of Lithuania on 28 November 2002, and commenced operations on 2 December 2002. As the central credit union within the LKU Group, the Issuer supervises and supports 44 member credit unions serving clients across Lithuania through over 100 customer service locations.

According to applicable legislation, the Issuer is responsible for maintaining the liquidity of its member credit unions, ensuring their solvency, and monitoring and assessing their risk exposures. Supervisory functions are concentrated at the central credit union level, while the Bank of Lithuania maintains oversight of both individual credit unions and the LKU Group as a whole.

From a legal perspective, the Issuer does not belong to a corporate group in the traditional sense, as the structure is a cooperative arrangement rather than a traditional corporate group. The Issuer acts as the central institution providing supervisory, liquidity management, and support functions to its member credit unions. However, for financial reporting and regulatory purposes, the Issuer prepares consolidated financial statements encompassing the activities of the LKU Group.



44 member credit unions in Lithuania



(b) History

The main historical milestones of LCKU are set out below:

- 2002 - LCKU was established
- 2009 - a new Law on Credit Unions came into force in Lithuania
- 2015 - LKU Credit Union Group brand was renewed
- 2018 - Credit union sector reform was implemented in Lithuania
- 2022 - LCKU achieved compliance with the requirements of the Code of Good Conduct
- 2022 - a new member joined the LKU Credit Union Group
- 2024 - LCKU, which supervises the Group, underwent an evaluation with the aim of determining an institutional rating

(c) Business model

The Issuer's business model is built on two interconnected levels.

As the central institution, the Issuer provides essential infrastructure and support services to its 44 member credit unions, including liquidity management, payment systems, credit assessment, and oversight functions. The Issuer accepts deposits from member credit unions, provides them with funding when needed, manages clearing operations, administers the electronic banking platform, and operates the stabilization fund to ensure member solvency. The Issuer also develops and maintains a unified core IT system ("i-Kubas") through which it provides centralised services to the member credit unions (e.g. accounting, internal audit, risk management, cash collection).

Simultaneously, the Issuer serves direct clients by accepting deposits and other repayable funds, offering payment services, and issuing payment cards. It also provides loans (including mortgage loans) to member credit unions and their members. In addition, the Issuer participates in government and EU-sponsored programs designed to support credit union development.

(d) Services offered through LKU Group

Member credit unions within LKU group deliver comprehensive financial services tailored to different customer segments:

Private individuals can access payment accounts also with debit and credit cards, online banking (“i-Unija”) and mobile banking, domestic and international payment services, as well as various savings products including term deposits and specialized children’s savings accounts. Lending options include housing loans (up to 30 years, including state-subsidized first-home loans), consumer loans, and loans secured by real estate with loan-to-value ratios up to 85%.

Business clients benefit from business payment accounts, credit cards, payment terminals, and flexible financing solutions. The group offers working capital loans (up to 3 years), investment loans (up to 10-15 years), credit lines (with a term of up to 5 years) and factoring services. Businesses can also access several subsidized EU and national lending programs, including entrepreneurship promotion schemes, open credit funds, portfolio guarantees, and employment and social innovation guarantees.

Farmers receive specialized agricultural financing for both working capital (up to 3 years) and long-term investments (up to 15 years), along with access to targeted support programs such as young farmers’ establishment funding, shared risk loans, and financing for agricultural holdings and product processing. The group also offers credit lines (with a term of up to 5 years) and investment loans for agricultural land (up to 25 years).

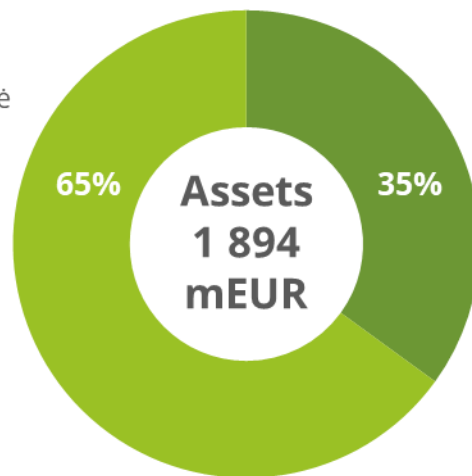
(e) Principal market

The Issuer and LKU credit union group operate exclusively within Lithuania, maintaining a nationwide presence that allows members to access services across the country. The cooperative structure enables the group to serve local communities while benefiting from centralized infrastructure and oversight.

The Lithuanian credit union sector is characterised by the following key features:

- The 2018 reform required all credit unions to join a central credit union, creating two supervised groups with centralized liquidity, risk management, and oversight systems;
- The reform introduced stricter capital, governance, and prudential standards aligned with EU regulations to strengthen stability and transparency of the sector;
- In total, 59 credit unions and 2 central credit unions operate across Lithuania;
- Total membership stands at approximately 168,400, reflecting a stable individual and corporate participation;
- According to financial statements of the Central Unions, total assets of credit unions in Q3 of 2025 accounted to EUR 1,894 million.

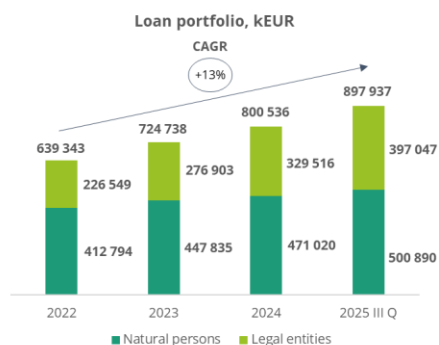
Lietuvos centrinė
kredito unija



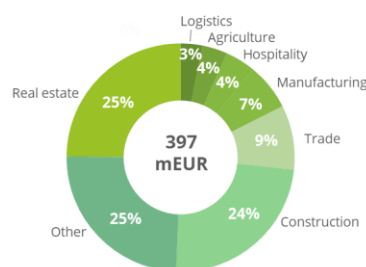
Jungtinė centrinė
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(f) *Performance*

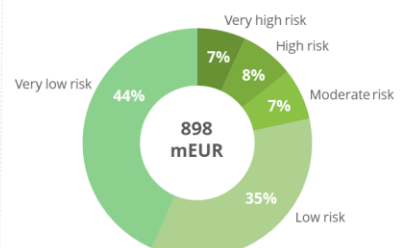
Loan portfolio overview



Business loans: by business sector 2025 III Q

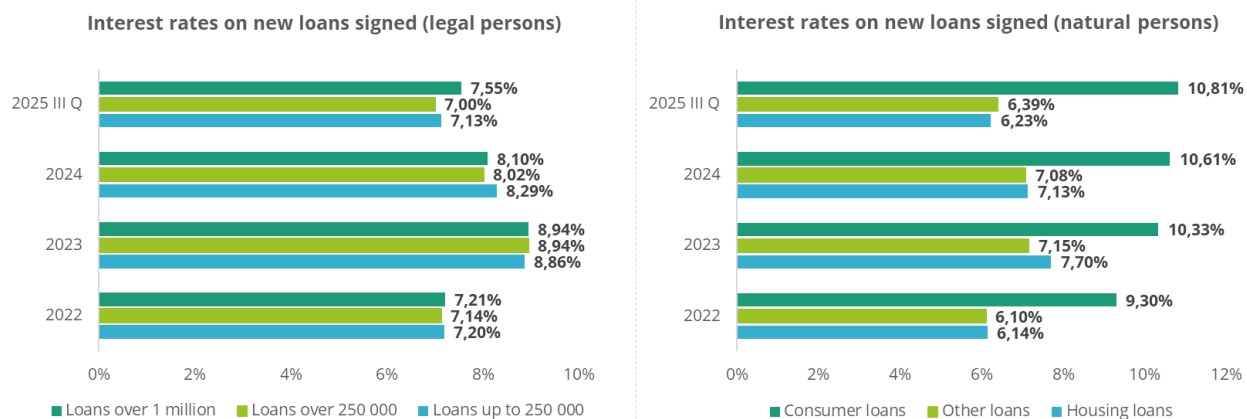


By risk group 2025 III Q



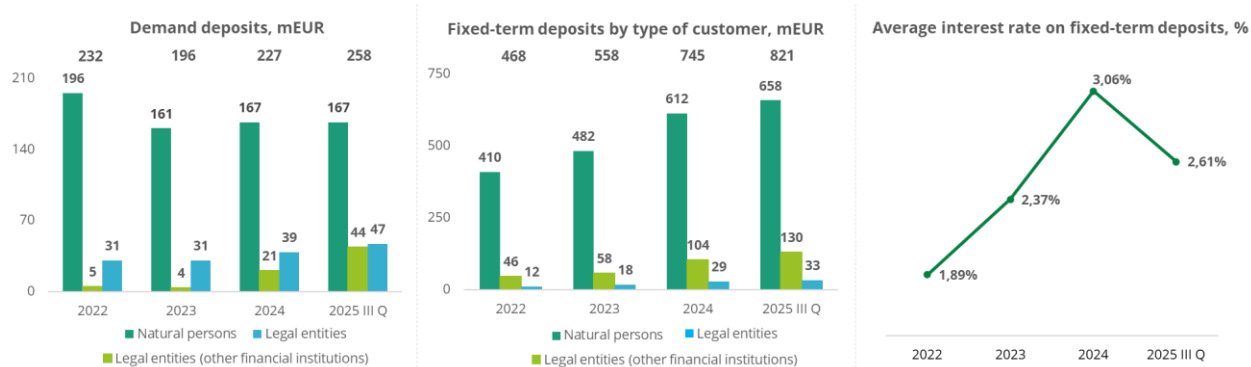
As of III Q 2025, LKU Group's loan portfolio grew 13% annually to EUR 898 million, maintaining a balanced mix between private and business clients. The portfolio is well diversified by sector, with almost 80% of loans rated low or very low risk. Asset quality remains solid, with provisions at 2.2%, reflecting prudent lending and effective risk management.

Loan portfolio interest rates



The LKU Group maintains favourable average interest rates, with natural persons at 6.77%, legal entities at 7.26%, and an overall portfolio average of 7.04%, reflecting balanced pricing and competitive lending conditions.

Structure of customer deposits



Demand deposits remain at a healthy level, while fixed-term deposits have shown strong growth with a CAGR of 23%. The structure of 24% demand deposits and 76% fixed-term deposits reflects a stable and well-managed funding base. The competitive pricing of fixed-term deposits further support ongoing stability and growth.

(g) Recent developments

The Issuer and the LKU Group's credit unions have increased their focus on sustainability in recent periods, reflecting growing awareness of environmental and social responsibility. In particular, the Issuer monitors the Green Asset Ratio and strives to calculate and disclose as accurately as possible the greenhouse gas (GHG) emissions associated with its lending and investment activities. Member credit unions are encouraged to increase green energy consumption and reduce the use of other resources. The Issuer also supports the application of such environmentally friendly solutions, such as solar power plants, retrofitting of buildings, etc. Since 2024, the Issuer publishes voluntary Sustainability Reports available at: <https://lcku.lt/lt/lcku/tvarumas/>.

Additionally, the Issuer is committed to digitalisation and has implemented a fully remote membership system. Through this system, persons can easily become members or associate members of a credit union entirely online, making the process seamless, convenient and accessible from anywhere.

(h) *Other business information*

The Issuer has not: (i) acted as an intermediary for, or implemented, any fundraising projects for third parties during the past 12 months; (ii) issued any financial instruments granting redemption rights; (iii) published any financial forecasts for future periods; or (iv) committed to any material ongoing or planned investments.

9.2. Issuer's capital. Other securities

As at 31 December 2024, the Issuer's membership capital amounted to EUR 22,428,000 (2023: EUR 22,095,000). It comprised main membership shares and additional membership shares. The nominal value of one main membership share is EUR 1,000 and one additional membership share is EUR 300. All membership share capital had been fully paid up.

As at 31 December 2024, the number of main membership shares was 46 (31 December 2023: 46).

The Issuer's members may be credit unions, associate investors, and the State. Each member holding a main membership share has voting rights calculated in accordance with the voting methodology set out in the Issuer's Articles of Association. No member may hold more than 10% of the voting rights.

The Issuer has not issued any other securities apart from the Bonds being offered under this Information Document.

9.3. Information about the members of the Issuer holding at least 5% of the voting rights

In accordance with Article 14(1) of the Law on Central Credit Unions, no member may hold more than 10% of the voting rights in the general meeting of members.

Pursuant to the Issuer's Articles of Association, the voting rights of each member are determined based on two factors: (i) the number of members (clients) of the credit union, and (ii) the credit union's own capital. The exact percentage of votes allocated to each member is calculated immediately before each general meeting.

The distribution of votes held in the general meeting of the members is the following:

Member	Percentage of votes
The Government of the Republic of Lithuania	10
Panevėžio kredito unija (112040352)	5.4
Šilutės kredito unija (112041116)	6.07
Kredito unija Taupa (legal entity code 112040886)	5.36
Vilniaus kredito unija (legal entity code 112043996)	6.07

9.4. Profit distribution and remuneration policies

The Issuer does not have a formal profit distribution policy.

Under Article 31(4) of the Law on Central Credit Unions, the Issuer is required to allocate at least 90% of its distributable profit to the mandatory reserve or reserve capital until such reserves, together with contingency capital, reach at least 90% of the Issuer's own capital. Further, according to Section 6.2.4 of the Issuer's Articles of Association, if the sum of the Issuer's retained earnings and net annual result is positive at the

beginning of a financial year, the general meeting of members may adopt a decision on profit allocation, which could include profit distribution. However, the Issuer has not distributed any profit over the past 10 years.

Pursuant to Section 4.1.9 of the Issuer's Articles of Association, management may receive performance-based remuneration (bonuses) for their activities in the Issuer's governing bodies. Incentive measures for management and employees are defined in the Issuer's Remuneration Policy, which ensures compliance with applicable regulatory requirements for central credit unions.

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 member of its 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 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 entered into material service agreements with the following third-party service providers:

- **UAB Scorify** for the provision of credit scoring and creditworthiness assessment services for loan applicants;
- **UAB Eurocash** for the provision of cash-in-transit and cash handling services;
- **AB Telia Lietuva** for the provision of cloud computing services and IT infrastructure hosting and maintenance;
- **UAB AMLYZE** for the provision of automated AML/CFT compliance software, including customer risk assessment, transaction monitoring, and sanctions screening.

These agreements enable the Issuer to efficiently perform key operational functions. They do not create material dependencies that would adversely affect the Issuer's ability to meet its obligations to bondholders.

The Issuer has not entered into any other material contracts outside the ordinary course of business during this period.

10. FINANCIAL INFORMATION

10.1. Accounting standards and reporting frequency

The Issuer's financial statements are prepared in accordance with the International Financial Reporting Standards (IFRS).

The Issuer prepares annual financial statements for each financial year ending on 31 December. Interim financial statements may also be prepared when necessary.

10.2. Financial accounts

The Issuer's audited annual financial statements (standalone and consolidated) for the financial years ended 31 December 2024 and 31 December 2023, including auditor's report, as well as unaudited interim financial statements (standalone and consolidated) for the nine-month periods ended 30 September 2025 and 30 September 2024, are incorporated by reference and can be accessed at <https://lcku.lt/obligacijos>.

The independent auditor issued a qualified opinion on the Issuer's stand-alone financial statements for the year ended 31 December 2024. The qualification relates to the accounting treatment of EUR 5,279,000 in state aid received from the Republic of Lithuania.

In the 2024 stand-alone financial statements, the Issuer classified this amount as equity. However, based on the confirmation from the European Commission and the agreement signed with the Ministry of Finance of the Republic of Lithuania, this state aid must be gradually repaid with interest, and the Issuer does not have a unilateral right to avoid repayment. According to the requirements of IAS 32 "Financial Instruments: Presentation", this amount should be classified as a liability rather than equity. If this amount were reclassified in accordance with IFRS requirements, the Issuer's equity as at 31 December 2024 would decrease, and liabilities would increase, by EUR 5,279,000.

The Issuer notes that this state aid was granted in the context of the Lithuanian credit union reform and the change in the definition of capital instruments, with the stated purpose of enabling the central credit union to meet own funds (capital) requirements on a consolidated basis. In light of this purpose and the explanatory materials to the implementing legislation, the Issuer considered the state aid to be of an equity nature and therefore classified the amount as equity in its 2024 stand-alone financial statements. The Issuer further notes that, for regulatory reporting purposes, this state aid is treated as eligible capital of the Issuer. Also, as of the date of this Information Document, the outstanding balance of this state aid is lower (EUR 3,979,000).

The auditor issued an unqualified opinion on the consolidated financial statements for the same period.

10.3. Key financial indicators

The following table presents selected financial data that reflects the Issuer's and LKU Group's financial position and performance:

	The Issuer		LKU Group	
	31 December 2024 (audited)	30 September 2025 (unaudited)	31 December 2024 (audited)	30 September 2025 (unaudited)
Net income*	EUR 2,247,000	EUR 1,997,000	EUR 10,160,000	EUR 6,910,000
Liquidity Coverage Ratio (LCR)	175.76%	160.17%	297.55%	250.77%
Capital Adequacy Ratio (CAR)	28.09%	20.41%	16.47%	15.37%
Return on Equity (ROE)*	7.82%	8.29%	12.42%	10.13%
Return on Assets (ROA)*	0.71%	0.65%	1.04%	0.79%

* Net income as at 31 December 2024 represents the full financial year; net income as at 30 September 2025 represents the nine-month period ended 30 September 2025. ROE and ROA are annualized based on profit for the period and average equity/assets.

10.4. Prudential requirements

As a central credit union, the Issuer is subject to prudential supervision by the Bank of Lithuania and must comply with regulatory capital, liquidity, and other prudential requirements.

The following table presents the applicable prudential requirements and the Issuer's and LKU Group' compliance as at 30 September 2025:

	The Issuer		LKU Group	
	Regulatory requirement	Actual ratio	Regulatory requirement	Actual ratio
Common Equity Tier 1 (CET1) capital ratio	9.52%	16.67%	9.28%	14.21%
Tier 1 capital ratio	11.53%	16.67%	11.08%	14.21%
Total capital ratio	14.21%	20.41%	13.48%	15.37%
Leverage ratio	3%	7.26%	3%	6.86%
Liquidity Coverage Ratio	50%	160.17%	100%	250.77%
Net Stable Funding Ratio	50%	112%	100%	138%
Maximum exposure to a single borrower	25%	22.16%	25%	15.07%
Maximum exposure to a single borrower (largest position)	100%	30.61%	100%	3.63%

As at 30 September 2025, both the Issuer and LKU Group were in full compliance with all applicable prudential requirements.

10.5. Working capital statement

The Issuer confirms that it has sufficient working capital to meet its present requirements and to carry out its planned activities for at least 12 months following the date of this Information Document. This assessment is based on the Issuer's current financial position, projected cash flows, and the expected net proceeds from the Bonds issuance under this Information Document.

10.6. Material borrowings

As at 30 September 2025, the Issuer's principal sources of funding comprise deposits from member credit unions within LKU Group, deposits from individual members, and external borrowings.

(a) Member deposits

The Issuer, as the central credit union, holds deposits from credit unions within LKU Group as well as from individual members who are not credit unions. These deposits constitute the Issuer's primary funding source and are part of the ordinary course of its credit union operations.

(b) External borrowings

The Issuer has obtained the following external financing:

The Issuer has the following external borrowings outstanding:

- Council of Europe Development Bank: EUR 4 million (senior loan);
- European Investment Fund (EIF): EUR 5.5 million (subordinated loan);
- HELENOS Fund (managed by Inpulse Asset Management): EUR 1.9 million (subordinated loan).

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

11.1. Management and supervisory bodies

The Issuer has the following management structure:

- (i) General Meeting of Members;
- (ii) Supervisory Council;
- (iii) Management Board;
- (iv) Head of Administration;
- (v) Head of Internal Audit.

Members of the management of the Issuer have extensive experience in financial services, credit union operations, risk management, and financial oversight, accumulated through senior positions in the financial sector.

(a) *Members of the Supervisory Council*

No.	Name	Position	Management Experience
1.	Egidijus Žaltauskas	Chairman	20 years
2.	Vilma Mačerauskienė	Member	23 years
3.	Danguolė Matukevičienė	Member	16 years
4.	Neringa Sakalauskienė	Member	17 years
5.	Inga Navikienė	Member	8 years
6.	Saulius Laučius	Member	19 years
7.	Rūta Latonienė	Member	7 years

(b) *Members of the Management Board*

No.	Name	Position	Management Experience
1.	Mindaugas Vijūnas	Chairman	10 years
2.	Aurimas Lankas	Member	13 years
3.	Žygimantas Valys	Member	17 years
4.	Rūtenis Šukevičius	Member	10 years
5.	Kristina Vogulienė	Member	10 years

(c) *Other management members*

No.	Name	Position	Management Experience
1.	Mindaugas Vijūnas	Head of Administration	10 years
2.	Rūtenis Šukevičius	Deputy Head of Administration	10 years
3.	Neringa Marcinkevičienė	Head of Internal Audit	10 years

(d) *Key managers*

- **Mindaugas Vijūnas** - Chairman of the Board and CEO
 - He has been the Chairman of the Board and Chief Executive Officer of LCKU since 2017
 - Since 2018, he has also been a member of the Board of the Lithuanian Credit Union Association
 - Before becoming Chairman of the Board and CEO of LCKU, Mindaugas managed the Risk Management and Control Department from 2015 to 2017
- **Rūtenis Šukevičius** - Head of the Treasury Department and Deputy CEO
 - Since 2015, he has been serving as Head of the Treasury Department and Deputy CEO of LCKU, and since 2025, he has also been a member of the LCKU Board
 - His professional experience in finance dates back to 2001, when he worked in the Financial Markets and Treasury Departments of the largest banks in Lithuania: SEB, Luminor, and Nordea
- **Eglė Balčiūnė** - Head of Finance and Accounting Department
 - She has been the Head of the Finance and Accounting Department at LCKU since 2022
 - Eglė has many years of diverse experience in finance. Before taking up her current position, Eglė gained experience at the international audit and consulting company EY
 - She later joined NNL LT, where she worked as Finance and Accounting Manager from 2020 to 2022
- **Jovita Platenkovienė** - Head of Business Development Department
 - Jovita joined the LCKU team in 2015, starting her career at LCKU in the product development department, and in 2017 she began managing the Business Development Department
 - She has been gaining experience in finance since 2004, when she worked at Ūkio Bankas and Danske Bank
- **Edmundas Kaušikas** - Head of Financial Risk Department
 - Since 2024, LCKU has held the position of Head of the Financial Risk Department
 - He has been gaining experience in financial markets since 2007
 - He has been working at LCKU since 2013, with a four-year break
 - He is also a member of the LCKU Stabilization Fund Commission

11.2. Auditor

UAB Deloitte Lietuva, legal entity code 111525235, registered address at Jogailos g. 4, LT-01116, Vilnius, Lithuania has audited the financial statements of the Issuer (stand-alone and consolidated) for the year ended 31 December 2024. These financial statements are incorporated into this Information Document by reference.

The auditor Simonas Rimašauskas (auditor's certificate No. 000466) issued a qualified auditor's opinion on the Issuer's stand-alone financial statements for the year ended 31 December 2024 (see Section 10.2 for more information).

UAB Deloitte Lietuva is a member of the Lithuanian Chamber of Auditors and holds audit firm's certificate No. 001275.

11.3. Persons involved in offering of Bonds

(a) *Lead Manager*

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 and admission thereof to alternative market First North of Nasdaq Vilnius. The Issuer is paying fees (commissions) established in the Placement Agreement concluded with the Lead Manager on 24 November 2025 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 23 November 2025 for the services provided by the Trustee.

(c) *Legal adviser*

The Law Firm Norkus ir partneriai COBALT is appointed as legal adviser for the purposes of the Information Document related matters arising under the Lithuanian law. The Issuer is covering fees for the services provided by the legal adviser.

11.4. Conflicts of interests

The Issuer confirms that in its opinion there are no interests, including conflicts of interest, that are material to the Bonds issuance.

Certain members of the Issuer's management hold executive positions in credit unions within LKU Group. Potential conflicts of interest arising from these dual roles are managed through appropriate procedures, including abstention from decision-making processes where conflicts may arise.

11.5. Related party transactions

The Issuer did not enter into any other significant transactions with members of the Issuer's management bodies or the LKU Group companies.

12. ADDITIONAL INFORMATION

12.1. Money laundering, terrorist financing and international sanctions risk mitigation measures

The Issuer has implemented a comprehensive anti-money laundering (AML), counter-terrorist financing (CTF) and sanctions compliance program covering identification, assessment and management of relevant risks across all activities.

The Issuer conducts customer identification and verification (including beneficial ownership), categorizes customers by risk profile, and regularly updates customer information. It also regularly carries out an entity-wide risk assessment (EWRA) in order to effectively identify and manage AML/CTF risks relevant to the Issuer's activities and to allocate adequate means and resources for this purpose. Business relationships and transactions are continuously monitored, including conducting investigations into suspicious financial operations where necessary.

All legally required registers are maintained, and notifications, information and reports are submitted to supervisory authorities as required. Documentation related to AML/CTF and sanctions compliance is retained in accordance with legal obligations. An IT system ensures uninterrupted data collection, processing and utilization to support compliance activities.

Responsibilities are clearly allocated among the Issuer's governing bodies and employees in a manner designed to avoid conflicts of interest in implementing prevention measures. The governing bodies and Audit Committee receive regular information on risk management, compliance performance and adherence to regulatory requirements.

Employees receive ongoing training on AML/CTF and sanctions requirements, including knowledge testing to ensure proper understanding of their obligations. Internal control system audit procedures are executed to verify the effectiveness of sanctions implementation and AML/CTF prevention measures.

The Issuer implements sanctions and restrictive measures adopted by the United Nations Security Council, the European Union, the U.S. Office of Foreign Assets Control, the United Kingdom, and the Republic of Lithuania (including the Financial Crime Investigation Service).

12.2. 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 [...]

LIETUVOS CENTRINĖ KREDITO UNIJA

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

under the Information Document for the issuance of Bonds in the amount of EUR 8,000,000

Terms used herein shall have the same meanings as defined in the Information Document dated [...] 2025, 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: <https://lcku.lt/obligacijos>.

The Final Terms have been approved by the decisions of the Management Board of the Issuer on [...] 2025.

- | | |
|--|---|
| 1. Issuer: | LIETUVOS CENTRINĖ KREDITO UNIJA |
| 2. Tranche Number: | [...] |
| 3. ISIN: | [...] |
| 4. Aggregate principal amount of the Tranche: | EUR [...] |
| 5. Nominal amount of the Bond: | EUR 1,000 |
| 6. Issue 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 as of the Issue Date on the basis of the Issue Price and the annual Interest Rate, assuming the Bonds are held to maturity and all payments are made in full and on their scheduled dates. |

- | | |
|--|---|
| 14. Minimum Investment Amount: | EUR [...] |
| 15. Subscription Period: | From [...] to [...]. |
| 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. Additional undertakings: | [[...]/[Not applicable.] |
| 20. Additional financial covenants: | [[...]/[Not applicable.] |
| 21. Lead Manager: | [...] |
| 22. Settlement Agent | [...] |
| 23. Trustee: | |
| 24. Rating: | The Bonds to be issued have not been rated. |

Vilnius, [date] [month] [year]