

GUARANTEE AGREEMENT ENSURING PROVISION OF INVESTMENTS

"7th" November, 2019

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No.: 1543697, legal address: Hong Kong hereinafter referred to as the "Guarantor" on the one part and

Monethera Group OU, Registry code 14616437, legal address: Harju maakond, Tallinn, Kesklinna linnaosa, Roseni tn 13, 10111, hereinafter referred to as the "Organisation" or "Monethera" on the other part, collectively referred to as the "Parties" and separately as the "Party", without deceit, fraud and coercion, being of sound mind and lucid memory, for the purposes of mutual benefit, enter into the present Guarantee agreement ensuring provision of investments (hereinafter in the text – the Agreement) on the following:

1. SUBJECT OF THE AGREEMENT

1.1. Under the present Agreement, the Guarantor undertakes to compensate the investors of "Monethera" for the sum of the investments of the aforementioned investors in the Projects that use the platform "Monethera" for solicitation of the above mentioned investors to the full extent but within the limits of the Guarantee amount specified in the present Agreement (hereinafter – the Guarantee sum), in the events when this is necessary under this Agreement and within the time limits mentioned and specified in the present Agreement.

1.2. The Parties ascertain that the Investment money of the aforementioned investors shall be used by the Organisation for transfer to the Project, further, the Project shall use the Investment money for the business development.

1.3. The Parties ascertain that the Organisation on a monthly basis shall transfer to the Investor the interest paid by the Project for the use of the investments of the monetary amount invested by the Investor in the Project that has a relevant Agreement or an Agreement for encouragement of investments concluded with "Monethera".

1.4. The Parties ascertain that the Guarantor shall compensate the Investors for the amount of investments in full only in the event when any of the Projects where the Guarantor undertakes to compensate the investments according to the terms and conditions of the present Agreement becomes insolvent or unable to meet its financial liabilities towards the above mentioned Investors or "Monethera" (hereinafter in the text – the Project Default or the Project Bankruptcy).

1.5. The Parties agree that the Project Default moment shall be the moment when the Project within one month of the expiry of the investment term has not compensated the above mentioned investors for the amount of the investments and has not not paid to the above mentioned investors the additional interest to the same extent as the principal interest specified in the agreements concluded between the investors and "Monethera", and in the agreements concluded between "Monethera" and the respective Project, for one month of delay, and has

not reached an agreement with the aforementioned investors about the term of return of the loan amount (independently or through the mediation of "Monethera").

1.6. The amount of the Guarantee sum the presence of which the Guarantor undertakes to secure throughout the entire Agreement validity term constitutes 3 000 000,00 EUR which throughout the entire Agreement validity term shall be deposited in the settlement accounts of the Guarantor and the Guarantor shall secure the existence of the Guarantee sum and its availability within 7 days of the Project Default moment.

1.7. The present Agreement shall only apply to those Projects with whom "Monethera" entered in the agreements or Contracts after the date of this Agreement signing.

2. RIGHTS AND LIABILITIES OF THE PARTIES

2.1. In the event of the Project Bankruptcy the Guarantor shall compensate the aforementioned Investors for the sum of Investments, in its entirety, within 7 days of commencement of the Project Insolvency.

2.2. For compensation of the investment sum to the aforementioned Investors the Guarantor shall use the platform "Monethera" and the return shall take place with the use of the system "Monethera", from the account of "Monethera" to which the Guarantor shall transfer the required amount of reimbursement, for further transfer of the aforesaid amount to the aforementioned Investors through the mediation of "Monethera".

2.3. Apart from reimbursement of the sum of Investments to the aforementioned Investors, the Guarantor undertakes to pay to them interest for the use of Investments during the last month before the occurrence of the Project Default, in the amount in which the Project had to pay the aforesaid interest.

2.4. For the transfer of the sum of investments to the aforementioned Investors for the use of investments, the Guarantor shall use the platform "Monethera" and the transfer shall take place with the use of the system "Monethera", from the account of "Monethera" to which the Guarantor shall transfer the required amount of interest for the use of the investments, for further transfer of the aforementioned amount to the aforementioned Investors through the mediation of "Monethera".

2.5. In the event of the Project Bankruptcy, the Guarantor shall compensate the aforementioned Investors for the amount of interest for the use of the Investments, to the extent specified in the present Agreement within 7 days of the moment of the occurrence of the Project Bankruptcy.

2.5. During performance of actions pertaining to compensation and payment of the interest specified in this Agreement and performance of all compensatory payments the Guarantor shall acquire from the Project complete claim right in relation to the content of this Agreement and "Monethera" and the aforementioned Investors receiving monetary means from the Guarantor and "Monethera" respectively shall voluntarily abandon their rights of claims towards the Project regarding the above mentioned issues in favour of the Guarantor, without signing of additional agreements and contracts.

3. LIABILITY OF THE PARTIES

3.1. In case of failure of one of the Parties to comply with the terms and conditions of the present Agreement, the other Party shall be entitled to apply to the proper authorities for implementation of the Agreement and to authorize the third parties to act on behalf of the Parties in court to ensure contractual compliance.

3.2. In case of the lawsuit pertaining to the terms and conditions of the present Agreement, the Party who lost the case must compensate the other Party for the amount of expenses spent for the attorneys, lawyers and other proxyholders in court instances.

4. FORCE-MAJEURE

4.1. The Parties shall be temporarily relieved from complete or partial non-performance of their obligations under the present Agreement if such non-performance is the result of force-majeure circumstances that took place after conclusion of the present Agreement as a consequence of the circumstances of emergency nature that the Parties could neither foresee nor prevent.

4.2. Upon occurrence of circumstances referred to in section 4.1 of the present Agreement, each of the Parties must immediately notify the other Party of them. Notification must include the data on the nature of circumstances and the official documents certifying the occurrence of such circumstances and to the extent practicable giving assessment of their impact on the Party's ability to fulfil its obligations under the present Agreement.

4.3. If the Party does not give notice or gives unduly notice stipulated in section 4.2 of the present Agreement, it shall compensate the other Party for the incurred losses.

4.4. In case of commencement of circumstances stipulated in section 4.1. of the present Agreement, the term for fulfilment of the Party's obligations under the present Agreement shall be extended for the period of time during which these circumstances and their consequences last.

4.5. If the circumstances listed in section 4.1. of the present Agreement and their consequences continue to last for more than two months, the Parties shall conduct additional negotiations in order to detect acceptable alternative ways of performance of the present Agreement.

4.6. After discontinuation of circumstances specified in section 4 of the present Agreement the Parties must fulfil all terms and conditions of the present Agreement.

5. CONFIDENTIALITY

5.1. The terms and conditions of the present Agreement and related agreements are confidential and are not subject to disclosure.

5.2. The Parties shall take all measures to ensure that their employees, agents, legal successors without prior consent of the other Party do not notify the third parties of the present Agreement details and addenda.

5.3. The Parties agree that section 5 of the present Agreement does not apply to potential and existing investors of "Monethera" who may request a digital copy of

the present Agreement providing that they do not disclose the present Agreement ("Monethera" who has a claim right towards the aforementioned persons in case of their incompliance with this section of the Agreement shall bear responsibility for non-disclosure).

6. DISPUTE RESOLUTION

6.1. All disputes and differences that may arise between the Parties to the present Agreement shall be resolved by means of negotiations.

6.2. If the disputes cannot be resolved by negotiations they shall be settled in the court in accordance with the procedure established by the valid legislation of Hong Kong.

7. TERMINATION OF THE AGREEMENT

7.1. The present Agreement has been concluded for an unlimited period of time.

7.2. The Parties may terminate this Agreement by mutual agreement of the Parties or by decision of a court.

8. FINAL PROVISIONS

8.1. All amendments and supplements to the present Agreement shall be valid only if duly signed.

8.2. The Parties shall send all notifications and statements to each other pertaining to the present Agreement in electronic form.

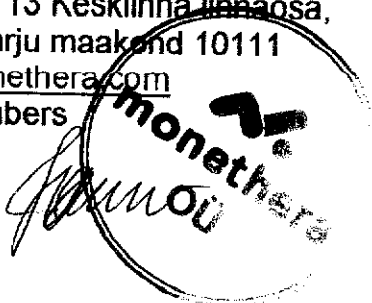
8.3. The present Agreement shall come into force at the moment of its signing.

8.4. The present Agreement has been signed in three copies, one copy for each Party and one copy – for public regulators of Hong Kong.

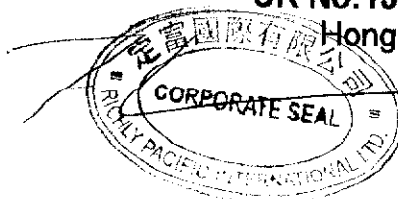
8.5. All other matters not covered by this Agreement shall be governed by the applicable laws of Hong Kong.

9. REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Roseni tn 13 Kesklinna linnaosa,
Tallinn Harju maakond 10111
info@monethera.com
Andis Taubers



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



**ADDENDUM No. 1 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"05"december, 2019

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal address: Hong Kong hereinafter referred to as the "Guarantor" on the one part and

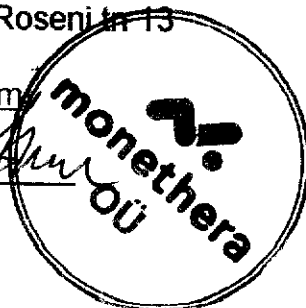
Monethera Group OÜ , Registry code 14616437, legal address: Harju maakond, Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to as the „Organisation" or „Monethera" on the other part, collectively referred to as the „Parties" and separately – as the „Party", without deceit, fraud and coercion, being of sound mind and lucid memory, for the purposes of mutual benefit, enter into the present Addendum No.1 to the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Addendum) on the following:

1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 182,400.00 in case of default of the project "Coldbrook Sevices LTS" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

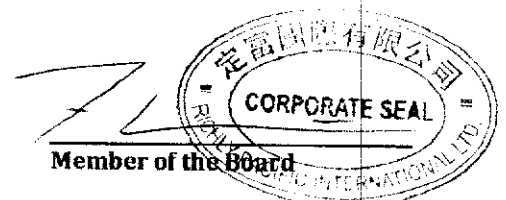
REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com

Andis Taubers
Member of the Board



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



**ADDENDUM No. 2 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"07"january, 2020

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal adress:
Hong Kong hereinafter referred to as the "Guarantor" on the one part
and

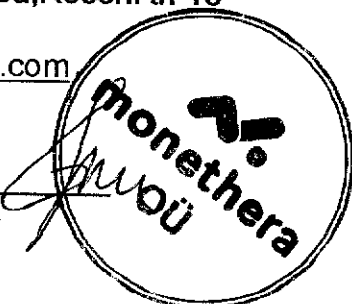
Monethera Group OÜ, Registry code 14616437, legal adress: Harju maakond,
Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to
as the „Organisation" or „Monethera" on the other part, collectively referred to as
the „Parties" and separately – as the „Party", without deceit, fraud and coercion,
being of sound mind and lucid memory, for the purposes of mutual benefit, enter
into the present Addendum No. 2 to the Guarantee Agreement Ensuring the
Provision of Investments (hereinafter in the text – the Addendum) on the following:

1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 285,000.00 in case of default of the project "IC Trading SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

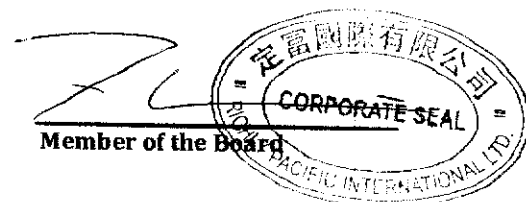
REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com

Andis Taubers
Member of the Board



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



**ADDENDUM No. 3 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"23"december, 2019

**RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal address:
Hong Kong hereinafter referred to as the "Guarantor" on the one part
and**

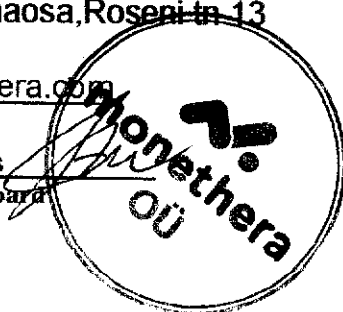
**Monethera Group OÜ, Registry code 14616437, legal address: Harju maakond,
Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to
as the „Organisation" or „Monethera" on the other part, collectively referred to as
the „Parties" and separately – as the „Party", without deceit, fraud and coercion,
being of sound mind and lucid memory, for the purposes of mutual benefit, enter
into the present Addendum No. 3 to the Guarantee Agreement Ensuring the
Provision of Investments (hereinafter in the text – the Addendum) on the following:**

- 1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).**
- 2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 209,000.00 in case of default of the project "Nord Wood Products SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.**
- 3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).**
- 4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.**
- 5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.**
- 6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.**

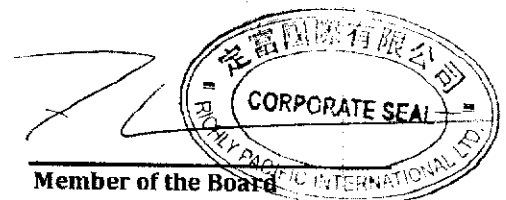
REQUISITES OF THE PARTIES

**Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com**

**Andis Taubers
Member of the Board**



**RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong**



Member of the Board

**ADDENDUM No. 4 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"12"december, 2019

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal adress:
Hong Kong hereinafter referred to as the "Guarantor" on the one part
and

Monethera Group OÜ, Registry code 14616437, legal adress: Harju maakond,
Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to
as the „Organisation" or „Monethera" on the other part, collectively referred to as
the „Parties" and separately – as the „Party", without deceit, fraud and coercion,
being of sound mind and lucid memory, for the purposes of mutual benefit, enter
into the present Addendum No. 4 to the Guarantee Agreement Ensuring the
Provision of Investments (hereinafter in the text – the Addendum) on the following:


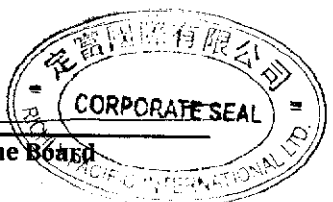
1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 228,000.00 in case of default of the project "OSSOV SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com

Andis Taubers
Member of the Board

RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



Member of the Board

**ADDENDUM No. 5 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"3"january, 2020

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal adress:
Hong Kong hereinafter referred to as the "Guarantor" on the one part
and

Monethera Group OÜ, Registry code 14616437, legal adress: Harju maakond,
Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to
as the „Organisation" or „Monethera" on the other part, collectively referred to as
the „Parties" and separately – as the „Party", without deceit, fraud and coercion,
being of sound mind and lucid memory, for the purposes of mutual benefit, enter
into the present Addendum No. 5 to the Guarantee Agreement Ensuring the
Provision of Investments (hereinafter in the text – the Addendum) on the following:

1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 241 138.50 in case of default of the project "ST NAMI SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

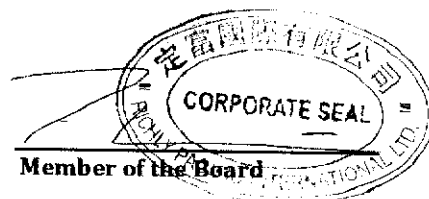
REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com

Andis Taubers
Member of the Board



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



GUARANTEE AGREEMENT ENSURING PROVISION OF INVESTMENTS

"7th" November, 2019

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No.: 1543697, legal address: Hong Kong hereinafter referred to as the "Guarantor" on the one part and

Monethera Group OU, Registry code 14616437, legal address: Harju maakond, Tallinn, Kesklinna linnaosa, Roseni tn 13, 10111, hereinafter referred to as the "Organisation" or "Monethera" on the other part, collectively referred to as the "Parties" and separately as the "Party", without deceit, fraud and coercion, being of sound mind and lucid memory, for the purposes of mutual benefit, enter into the present Guarantee agreement ensuring provision of investments (hereinafter in the text – the Agreement) on the following:

1. SUBJECT OF THE AGREEMENT

1.1. Under the present Agreement, the Guarantor undertakes to compensate the investors of "Monethera" for the sum of the investments of the aforementioned investors in the Projects that use the platform "Monethera" for solicitation of the above mentioned investors to the full extent but within the limits of the Guarantee amount specified in the present Agreement (hereinafter – the Guarantee sum), in the events when this is necessary under this Agreement and within the time limits mentioned and specified in the present Agreement.

1.2. The Parties ascertain that the Investment money of the aforementioned investors shall be used by the Organisation for transfer to the Project, further, the Project shall use the Investment money for the business development.

1.3. The Parties ascertain that the Organisation on a monthly basis shall transfer to the Investor the interest paid by the Project for the use of the investments of the monetary amount invested by the Investor in the Project that has a relevant Agreement or an Agreement for encouragement of investments concluded with "Monethera".

1.4. The Parties ascertain that the Guarantor shall compensate the Investors for the amount of investments in full only in the event when any of the Projects where the Guarantor undertakes to compensate the investments according to the terms and conditions of the present Agreement becomes insolvent or unable to meet its financial liabilities towards the above mentioned Investors or "Monethera" (hereinafter in the text – the Project Default or the Project Bankruptcy).

1.5. The Parties agree that the Project Default moment shall be the moment when the Project within one month of the expiry of the investment term has not compensated the above mentioned investors for the amount of the investments and has not not paid to the above mentioned investors the additional interest to the same extent as the principal interest specified in the agreements concluded between the investors and "Monethera", and in the agreements concluded between "Monethera" and the respective Project, for one month of delay, and has

not reached an agreement with the aforementioned investors about the term of return of the loan amount (independently or through the mediation of "Monethera").

1.6. The amount of the Guarantee sum the presence of which the Guarantor undertakes to secure throughout the entire Agreement validity term constitutes 3 000 000,00 EUR which throughout the entire Agreement validity term shall be deposited in the settlement accounts of the Guarantor and the Guarantor shall secure the existence of the Guarantee sum and its availability within 7 days of the Project Default moment.

1.7. The present Agreement shall only apply to those Projects with whom "Monethera" entered in the agreements or Contracts after the date of this Agreement signing.

2. RIGHTS AND LIABILITIES OF THE PARTIES

2.1. In the event of the Project Bankruptcy the Guarantor shall compensate the aforementioned Investors for the sum of Investments, in its entirety, within 7 days of commencement of the Project Insolvency.

2.2. For compensation of the investment sum to the aforementioned Investors the Guarantor shall use the platform "Monethera" and the return shall take place with the use of the system "Monethera", from the account of "Monethera" to which the Guarantor shall transfer the required amount of reimbursement, for further transfer of the aforesaid amount to the aforementioned Investors through the mediation of "Monethera".

2.3. Apart from reimbursement of the sum of Investments to the aforementioned Investors, the Guarantor undertakes to pay to them interest for the use of Investments during the last month before the occurrence of the Project Default, in the amount in which the Project had to pay the aforesaid interest.

2.4. For the transfer of the sum of investments to the aforementioned Investors for the use of investments, the Guarantor shall use the platform "Monethera" and the transfer shall take place with the use of the system "Monethera", from the account of "Monethera" to which the Guarantor shall transfer the required amount of interest for the use of the investments, for further transfer of the aforementioned amount to the aforementioned Investors through the mediation of "Monethera".

2.5. In the event of the Project Bankruptcy, the Guarantor shall compensate the aforementioned Investors for the amount of interest for the use of the Investments, to the extent specified in the present Agreement within 7 days of the moment of the occurrence of the Project Bankruptcy.

2.5. During performance of actions pertaining to compensation and payment of the interest specified in this Agreement and performance of all compensatory payments the Guarantor shall acquire from the Project complete claim right in relation to the content of this Agreement and "Monethera" and the aforementioned Investors receiving monetary means from the Guarantor and "Monethera" respectively shall voluntarily abandon their rights of claims towards the Project regarding the above mentioned issues in favour of the Guarantor, without signing of additional agreements and contracts.

3. LIABILITY OF THE PARTIES

3.1. In case of failure of one of the Parties to comply with the terms and conditions of the present Agreement, the other Party shall be entitled to apply to the proper authorities for implementation of the Agreement and to authorize the third parties to act on behalf of the Parties in court to ensure contractual compliance.

3.2. In case of the lawsuit pertaining to the terms and conditions of the present Agreement, the Party who lost the case must compensate the other Party for the amount of expenses spent for the attorneys, lawyers and other proxyholders in court instances.

4. FORCE-MAJEURE

4.1. The Parties shall be temporarily relieved from complete or partial non-performance of their obligations under the present Agreement if such non-performance is the result of force-majeure circumstances that took place after conclusion of the present Agreement as a consequence of the circumstances of emergency nature that the Parties could neither foresee nor prevent.

4.2. Upon occurrence of circumstances referred to in section 4.1 of the present Agreement, each of the Parties must immediately notify the other Party of them. Notification must include the data on the nature of circumstances and the official documents certifying the occurrence of such circumstances and to the extent practicable giving assessment of their impact on the Party's ability to fulfil its obligations under the present Agreement.

4.3. If the Party does not give notice or gives unduly notice stipulated in section 4.2 of the present Agreement, it shall compensate the other Party for the incurred losses.

4.4. In case of commencement of circumstances stipulated in section 4.1. of the present Agreement, the term for fulfilment of the Party's obligations under the present Agreement shall be extended for the period of time during which these circumstances and their consequences last.

4.5. If the circumstances listed in section 4.1. of the present Agreement and their consequences continue to last for more than two months, the Parties shall conduct additional negotiations in order to detect acceptable alternative ways of performance of the present Agreement.

4.6. After discontinuation of circumstances specified in section 4 of the present Agreement the Parties must fulfil all terms and conditions of the present Agreement.

5. CONFIDENTIALITY

5.1. The terms and conditions of the present Agreement and related agreements are confidential and are not subject to disclosure.

5.2. The Parties shall take all measures to ensure that their employees, agents, legal successors without prior consent of the other Party do not notify the third parties of the present Agreement details and addenda.

5.3. The Parties agree that section 5 of the present Agreement does not apply to potential and existing investors of "Monethera" who may request a digital copy of

the present Agreement providing that they do not disclose the present Agreement ("Monethera" who has a claim right towards the aforementioned persons in case of their incompliance with this section of the Agreement shall bear responsibility for non-disclosure).

6. DISPUTE RESOLUTION

6.1. All disputes and differences that may arise between the Parties to the present Agreement shall be resolved by means of negotiations.

6.2. If the disputes cannot be resolved by negotiations they shall be settled in the court in accordance with the procedure established by the valid legislation of Hong Kong.

7. TERMINATION OF THE AGREEMENT

7.1. The present Agreement has been concluded for an unlimited period of time.

7.2. The Parties may terminate this Agreement by mutual agreement of the Parties or by decision of a court.

8. FINAL PROVISIONS

8.1. All amendments and supplements to the present Agreement shall be valid only if duly signed.

8.2. The Parties shall send all notifications and statements to each other pertaining to the present Agreement in electronic form.

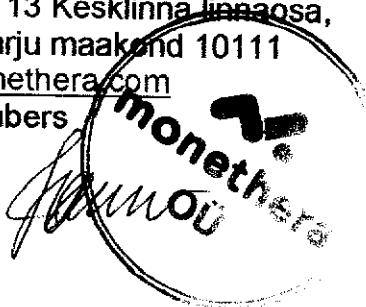
8.3. The present Agreement shall come into force at the moment of its signing.

8.4. The present Agreement has been signed in three copies, one copy for each Party and one copy – for public regulators of Hong Kong.

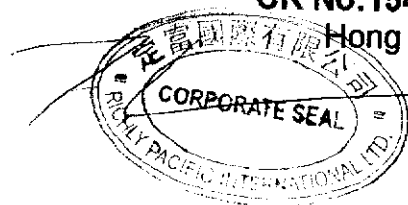
8.5. All other matters not covered by this Agreement shall be governed by the applicable laws of Hong Kong.

9. REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Roseni tn 13 Kesklinna linnaosa,
Tallinn Harju maakond 10111
info@monethera.com
Andis Taubers



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



**ADDENDUM No. 1 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"05"december, 2019

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal adress:
Hong Kong hereinafter referred to as the "Guarantor" on the one part
and

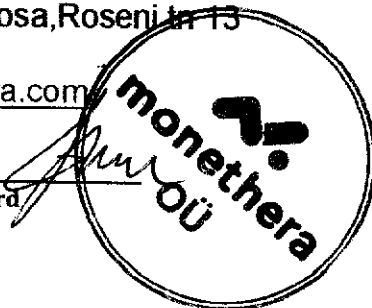
Monethera Group OÜ , Registry code 14616437, legal adress: Harju maakond,
Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to
as the „Organisation" or „Monethera" on the other part, collectively referred to as
the „Parties" and separately – as the „Party", without deceit, fraud and coercion,
being of sound mind and lucid memory, for the purposes of mutual benefit, enter
into the present Addendum No.1 to the Guarantee Agreement Ensuring the
Provision of Investments (hereinafter in the text – the Addendum) on the following:

1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 182,400.00 in case of default of the project "Coldbrook Sevices LTS" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

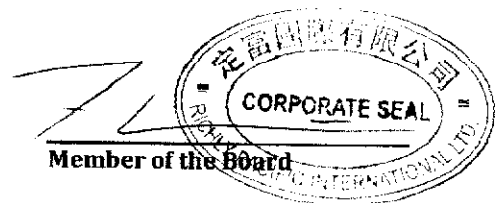
REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com

Andis Taubers
Member of the Board



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



Member of the Board

**ADDENDUM No. 2 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"07"january, 2020

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal adress:
Hong Kong hereinafter referred to as the "Guarantor" on the one part
and

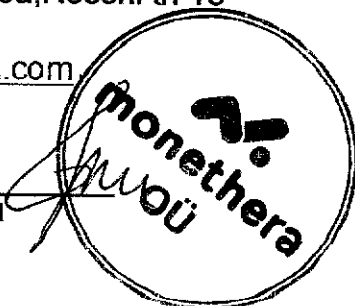
Monethera Group OÜ, Registry code 14616437, legal adress: Harju maakond,
Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to
as the „Organisation" or „Monethera" on the other part, collectively referred to as
the „Parties" and separately – as the „Party", without deceit, fraud and coercion,
being of sound mind and lucid memory, for the purposes of mutual benefit, enter
into the present Addendum No. 2 to the Guarantee Agreement Ensuring the
Provision of Investments (hereinafter in the text – the Addendum) on the following:

1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 285,000.00 in case of default of the project "IC Trading SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

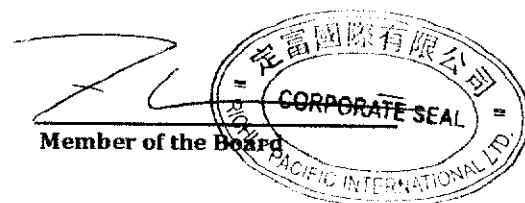
REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com

Andis Taubers
Member of the Board



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



**ADDENDUM No. 3 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"23"december, 2019

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal address: Hong Kong hereinafter referred to as the "Guarantor" on the one part and

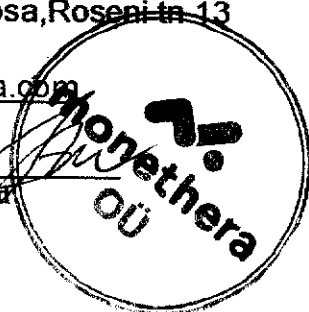
Monethera Group OÜ, Registry code 14616437, legal address: Harju maakond, Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to as the „Organisation" or „Monethera" on the other part, collectively referred to as the „Parties" and separately – as the „Party", without deceit, fraud and coercion, being of sound mind and lucid memory, for the purposes of mutual benefit, enter into the present Addendum No. 3 to the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Addendum) on the following:

1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 209,000.00 in case of default of the project "Nord Wood Products SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

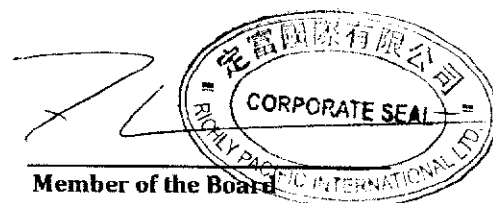
REQUISITES OF THE PARTIES

Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com

Andis Taubers
Member of the Board



RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong



Member of the Board

**ADDENDUM No. 4 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"12"december, 2019

**RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal adress:
Hong Kong hereinafter referred to as the "Guarantor" on the one part
and**

**Monethera Group OÜ, Registry code 14616437, legal adress: Harju maakond,
Tallinn, Kesklinna linnaosa, Roseni tn 13,10111, Estonia, hereinafter referred to
as the „Organisation" or „Monethera" on the other part, collectively referred to as
the „Parties" and separately – as the „Party", without deceit, fraud and coercion,
being of sound mind and lucid memory, for the purposes of mutual benefit, enter
into the present Addendum No. 4 to the Guarantee Agreement Ensuring the
Provision of Investments (hereinafter in the text – the Addendum) on the following:**

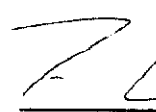
- 1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).**
- 2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 228,000.00 in case of default of the project "OSSOV SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.**
- 3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).**
- 4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.**
- 5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.**
- 6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.**

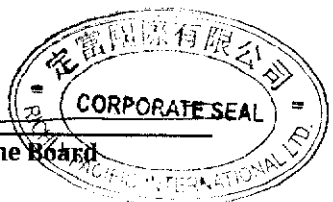
REQUISITES OF THE PARTIES

**Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com**

**Andis Taubers
Member of the Board**

**RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong**


Member of the Board



**ADDENDUM No. 5 to the
GUARANTEE AGREEMENT
ENSURING PROVISION OF INVESTMENTS**

"3" January, 2020

RICHLY PACIFIC INTERNATIONAL LIMITED, CR No:1543697, legal address: Hong Kong hereinafter referred to as the "Guarantor" on the one part
and

Monethera Group OÜ, Registry code 14616437, legal address: Harju maakond, Tallinn, Kesklinna linnaosa, Roseni tn 13, 10111, Estonia, hereinafter referred to as the „Organisation" or „Monethera" on the other part, collectively referred to as the „Parties" and separately – as the „Party", without deceit, fraud and coercion, being of sound mind and lucid memory, for the purposes of mutual benefit, enter into the present Addendum No. 5 to the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Addendum) on the following:

1. The Parties ascertain that the Parties entered into the Guarantee Agreement Ensuring the Provision of Investments (hereinafter in the text – the Guarantee Agreement).
2. The Guarantor by signing the present Addendum assumes liability by ensuring the return of the funds to the investors of „Monethera" in the amount of 241 138.50 in case of default of the project "ST NAMI SIA" in accordance with the Guarantee Agreement and legislative instruments of Hong Kong and the Estonian Republic.
3. This Addendum shall be an integral part of the Guarantee Agreement and shall be signed in two copies (one copy for each Party).
4. All terms and conditions of the Guarantee Agreement shall apply to the present Addendum and it cannot contravene the above-mentioned terms and conditions. In case of the said contradiction, the norms of the above-mentioned Guarantee Agreement shall apply.
5. The present Addendum submits to the jurisdiction of Hong Kong. Application of the rules of conflict of laws towards this Addendum is inadmissible.
6. Confidentiality rules stipulated in the Guarantee Agreement shall also apply to this Addendum.

REQUISITES OF THE PARTIES

**Monethera Group OÜ,
Reg No 14616437
Harju maakond, Tallinn,
Kesklinna linnaosa, Roseni tn 13
10111
info@monethera.com**

**Andis Taubers
Member of the Board**



**RICHLY PACIFIC INTERNATIONAL LIMITED
CR No:1543697
Hong Kong**

