

GUARANTEE

From: **MG NL holding B.V.**, a company established and operating in accordance with the laws of the Netherlands, entered into the Netherlands business register under the number 58978976, with its registered seat in Fred. Roeskestraat 115, 1076EE Amsterdam, Netherlands (the "**Guarantor**").

To: **Bondholders of the Bonds (ISIN LT0000136095). UAB „Legisperitus“**, juridinio asmens kodas 302441904, buveinės adresas Palangos g. 4, a private limited liability company established and operating in accordance with the laws of Lithuania, entered into the Lithuanian business register under the number 302441904, with its registered seat in Vilnius at the address: Palangos str. 4, Vilnius (the "**Trustee**"), **will act as a security agent on behalf of and for the benefit of Bondholders** pursuant to the Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania. UAB „Legisperitus“ as a Trustee may be changed pursuant to the Trustee Agreement signed with the Issuer and the change of the Trustee does not effect the validity of the Guarantee.

The underlying relationship: Bonds (ISIN LT0000136095) issued by **UAB “Modus Grupė”** a private limited liability company established and operating in accordance with the laws of Lithuania, entered into the Lithuanian business register under the number 302719143, with its registered seat in Vilnius at the address: Ozo str. 10A-10 Vilnius, Lithuania (the "**Company**") under *General Terms and Conditions for the issuance of up to EUR 8,000,000 fixed rate bonds for maturity up to 2 years* (the "**Terms and Conditions**") dated 13 November, 2025 and the Final Terms dated 13 November, 2025 (the "**Final Terms**").

In addition to the definitions set forth in this Guarantee, the terms defined in this Guarantee and in the Terms and Conditions shall have the same meaning when used in this Guarantee.

LETTER OF GUARANTEE

1. First Demand Guarantee. All of the Company's obligations under the Bonds issued under the Terms and Conditions and Final Terms are guaranteed by the Guarantor as principal obligor as for its own debt. The Guarantee continues in force until all obligations under the Bonds issued pursuant to the Terms and Conditions have been fulfilled. Thus, the Guarantor hereby irrevocably and unconditionally undertakes to pay to the Trustee, on the Trustee's first written demand, and in accordance with the conditions set out here below, all sums which the Trustee may claim hereunder up to a maximum amount of EUR 8,000,000 (eight million), or the equivalent thereof in another currency, plus any interest, taxes or fiscal charges, duties, expenses, fees, rights, levies, indemnities, damages or any other sum which may from time to time become due or payable by the Guarantor to the Trustee under or pursuant to this Guarantee (the "**Maximum Amount**"). The Maximum Amount that the Guarantor undertakes to pay under this Guarantee will be automatically reduced by the aggregate of all sums previously paid by the Guarantor pursuant to and in accordance with this Guarantee.

2. Demands and payments

The Guarantor hereby acknowledges that the Trustee' demand shall be in writing (original or signed by electronic signature) and shall state the amount due for payment, with a specific statement that the Trustee is demanding to pay under this Guarantee.

The Guarantor hereby further acknowledges that any payment due by the Company hereunder shall be made within fourteen (14) calendar days of receipt of the Trustee's demand, via bank transfer, to the bank account indicated by the Trustee in writing. If the Guarantor fails to pay any amount payable by it under this Guarantee on its due date and in accordance with the terms of the notice made by the Trustee, interest shall accrue on the overdue amount from the due date up to the date of actual payment at a rate equal to 0,03%.

3. The Guarantor hereby confirms that its execution of this Guarantee does not violate any law, agreement, other rules or regulations binding on the Guarantor.

4. All the notices and demands to the Guarantor shall be made to the following address:

Postal address: Fred. Roeskestraat 115,
1076EE Amsterdam,
Netherlands.

E-mail: info@modus.group

5. If a notice has been sent by registered letter, the notice shall be deemed to have been received by the recipient no later than the third Business Day following the dispatch. If a message has been sent by e-mail, the message shall be deemed to have reached the addressee when it is actually received. However, if the e-mail reaches the recipient after normal business hours, the message shall be deemed to have been received by the recipient at the beginning of the following Business Day.

6. This Guarantee, and any non-contractual obligations arising out of or in connection herewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania. The courts of Lithuania have exclusive jurisdiction to settle any dispute arising out of or in connection with the Guarantee.

Vilnius, 13 November 2025

MG NL holding B.V.

Signed by: Ainé Martinkėnaitė-Martyniuk

Title: member of the board of managing directors