

# FRAMEWORK LOAN AGREEMENT

entered into in Warsaw on \_\_\_\_\_ by and between:

\_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court in Warsaw, 13th Commercial Division of the National Court Register, under KRS no. \_\_\_\_\_, NIP (tax ID) no.: \_\_\_\_\_, REGON (statistical number): \_\_\_\_\_, with share capital of PLN \_\_\_\_\_, hereinafter referred to as "**Lender**",

for which brokerage services are provided by:

\_\_\_\_\_ with a registered office in Warsaw, ul. \_\_\_\_\_, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under KRS No.: \_\_\_\_\_, NIP (tax ID) no.: \_\_\_\_\_, REGON (statistical number): \_\_\_\_\_, with share capital of PLN \_\_\_\_\_, hereinafter referred to as "**Broker**",

and <sup>[1]</sup>~~[SEP]~~ Mr./Ms. \_\_\_\_\_, proving his/her identity with the ID card number \_\_\_\_\_, personal identification number (PESEL): \_\_\_\_\_, resident in \_\_\_\_\_, at the address: \_\_\_\_\_, address for correspondence: \_\_\_\_\_, e-mail address: \_\_\_\_\_, hereinafter referred to as "**Borrower**",

hereinafter jointly referred to as "**Parties**" and individually as a "**Party**".

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## Section 1 Definitions of terms used in this Framework Loan Agreement

The terms used herein shall have the meanings defined below:

1. **Business Intelligence Bureau (BIG)** means any business intelligence bureau operating under the Act on Disclosures of Business Information and Exchange of Business Data, in particular: Biuro Informacji Gospodarczej InfoMonitor S.A. with its registered office in Warsaw, Krajowe Biuro Informacji Gospodarczej S.A. with its registered office in Cracow, Rejestr Dłużników ERIF Biuro Informacji Gospodarczej S.A. with its registered office in Warsaw, ul. Plac Bankowy 2 (00-095);
2. **Credit Information Bureau** means Biuro Informacji Kredytowej Spółka Akcyjna with its registered office in Warsaw;
3. **Total Loan Cost** means all costs that the Borrower is obliged to incur in connection with the Loan granted (including commissions, interest) in the amount specified in the Loan Agreement;
4. **Total Loan Amount** means the total of all money that the Lender disburses to the Borrower through the Broker under the Loan Agreement;
5. **Total Amount Due from the Borrower** means the aggregate of the Total Loan Cost and the Total Loan Amount, whereas the amount of the Total Amount Due from the Borrower was calculated on the assumption that the Borrower repays the Loan including all commissions or other costs payable to the Lender by the Maturity Date;
6. **Information Form** means a communication form about the Loan featuring the information referred to in Attachment 1 to the Consumer Credit Agreement, handed out to the Borrower on a Tangible Medium through the Broker before the Request for Loan is filed;
7. **Creditworthiness Assessment of the Borrower** means an assessment to determine whether the Borrower is able to repay the Load by the Maturity Date; creditworthiness is assessed before the conclusion of the Loan Agreement based on information obtained from the Borrower, including those obtained through the Broker, or from information contained in the Database or in the Borrower's Data Pool;
8. **Late Payment Interest** means interest charged for late payment at the rate defined in the Loan Agreement, in the event that the time limit for repayment of the Loan is not complied with by the Borrower;

9. **Registration Fee** means a reimbursable fee in the amount of PLN 0.01 payable by the Borrower to the bank account of the Broker in exchange for verification of data entered during registration in the Client Portal;
10. **First Loan** means a credit agreement within the meaning of Article 3(1) of the Consumer Credit Act, entered into for the first time between the Borrower and the Lender through the Broker within 2 years after the lodging of the Request for Loan;
11. **Broker** means a credit brokerage company operating under the business name \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_ Warszawa, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court in Warsaw, 12th Commercial Division of the National Court Register, under KRS no. \_\_\_\_\_, NIP (tax ID) no.: \_\_\_\_\_, REGON (statistical number): \_\_\_\_\_, with share capital of PLN \_\_\_\_\_;
12. **Loan** means money which may be used for any purpose, disbursed by the Lender to the Borrower through the Broker under the Loan Agreement, and, in the case of a Repayment Loan, means money disbursed by the Lender through the Broker to the Bank Account of a third party indicated by the Borrower in the Request for Loan for the purpose of repaying the Borrower's liability;
13. **Repayment Loan** means money disbursed by the Lender to the Borrower through the Broker to the Bank Account of a third party indicated by the Borrower in the Request for Loan for the purpose of repaying the Borrower's liability;
14. **Borrower** means a natural person with full legal capacity meeting the requirements referred to in Section 3.1 of the Loan Agreement who enters into the Agreement for a purpose not related to their business or professional activities;
15. **Lender** means a partnership operating as a company \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS no.: \_\_\_\_\_, NIP (tax ID) no.: \_\_\_\_\_, REGON (statistical number): \_\_\_\_\_ with share capital of PLN \_\_\_\_\_;
16. **Client Profile** means an individual client profile set up by the Borrower on the Client Portal;
17. **Loan Granting Commission** means remuneration payable by the Borrower to the Lender through the Broker for consideration of the Request for Loan and for the granting of the Loan to the Borrower, in the amount and on the terms and conditions defined in the Loan Agreement;
18. **Personal Data Protection Laws** mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC national provisions on the protection of personal data;
19. **Bank Account** means a bank account held by the Borrower and kept by a bank operating in the territory of the Republic of Poland, from which the Registration Fee has been transferred and which is credited with the amount of the Loan disbursed by the Lender through the Broker after the Borrower satisfies the conditions established in the Agreement, and, in the case of a Repayment Loan, a bank account held for an entity other than the Borrower, to which, according to the Borrower's instruction, the Total Loan Amount resulting from the concluded Loan Agreement should be disbursed.
20. **Bank Account for Loan Repayment** means a bank account to which the Borrower is to repay the Loan including all commissions and charges due under the Agreement; the current number of the Bank Account for Loan Repayment is posted on the Client Portal.
21. **Framework Loan Agreement** means this Framework Loan Agreement establishing general loaning terms and conditions applicable to all Loans that may be granted by the Lender to the Borrower through the Broker. In the event that consent is granted for the first loan, the Broker shall immediately send the Framework Loan Agreement via e-mail to the address which the Borrower has entered in their Client Portal and shares via their Client Profile;
22. **APR** means the annual percentage rate, i.e. the Total Loan Cost incurred by the Borrower, expressed as a percentage value of the Total Loan Amount per annum, as set out in the Loan Agreement; APR was determined on the assumption that the Borrower repays the

Loan including all commissions and other charges due by the Maturity Date specified in the Loan Agreement;

23. **Client Portal** means the website run by the Broker: \_\_\_\_\_ used by the Borrower for registration, to submit a Request for Loan, enter into the Framework Loan Agreement with the Lender through the Broker and subsequently conclude Loan Agreements;
24. **Table of Costs** means a table summarizing all commissions, interest rates, and other charges that the Lender is aware of, related to the granting of the Loan, provided in Attachment 2 to the Framework Loan Agreement;
25. **Maturity Date** means the date established in the Loan Agreement by which the Borrower is contractually obliged to repay the Loan, including commissions and other charges due, by way of a bank transfer to the Bank Account for Loan Repayment;
26. **Durable Medium** means any material or appliance intended for storage and reading of information communicated by the Borrower under the Agreement, which allows unchanged reproduction of this information, in particular, a PDF files sent by electronic mail and SMS text messages;
27. **Loan Agreement** means the first and any subsequent Loan Agreement entered into by and between the Lender and the Borrower through the Broker on terms and conditions established in the Framework Loan Agreement, defining the specific loaning terms and conditions agreed by and between the Parties, including, but not limited to, the amount and duration of the Loan, and the maturity date;
28. **Act on Consumer Credit** means the Act dated May 12, 2011 on consumer credit (consolidated text of September 26, 2014 (Journal of Laws [Dz.U.] 2014, item 1497, as amended);
29. **Act on Disclosure of Business Information and Exchange of Business Data** means the Act dated April 9, 2010 on the disclosures of business information and exchange of business data (consolidated text of May 14, 2014, Journal of Laws [Dz.U.] of 2014 item 1015, as amended);
30. **Request for Loan** means a request in which the Borrower applies for the granting of the first or any subsequent Loan, submitted via Client Portal or by telephone through the Broker and examined by the Lender according to the terms and conditions established in the Framework Loan Agreement;

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## Section 2 Subject Matter of the Framework Loan Agreement

1. This Framework Loan Agreement establishes the terms and conditions for the conclusion of Loan Agreements by and between the Lender (represented by the Broker) and the Borrower.
2. Under the Loan Agreement, the Lender grants the Loan to the Borrower through the Broker on the terms set out in the Loan Agreement, and the Borrower agrees to repay the Loan and to pay commissions and other charges under the terms and conditions laid down in the Loan Agreement.
3. The Loan Agreement is a consumer credit agreement concluded by means of distance communication, as referred to in Article 5(13) of Act on Consumer Credit and shall mean a consumer credit agreement made with a consumer without the concurrent presence of both parties, using means of distance communication, as referred to in Article 2(1) of the Act dated May 30, 2014 on consumer rights (Journal of Laws [Dz. U.] of 2014, item 827, as amended).
4. The service provided by the Broker and the Lender shall be an electronically supplied service within the meaning of Article 2(4) of the Act dated July 18, 2002 on provision of services by electronic means (consolidated text: Journal of Laws [Dz.U.] of 2013, item 1422, as amended), without the concurrent presence of both parties (remotely) through transmission of data on individual demand of the service recipient, transmitted and received by means of devices for electronic processing, including digital compression, and storage of data, which is entirely broadcasted, received or transmitted by means of the

telecommunication network, within the meaning of the Telecommunications Law Act of July 16, 2004.

5. The Borrower shall have the right to receive a draft Framework Loan Agreement and repayment schedule free of charge, from the Lender through the Broker.
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### **Section 3. Loaning Terms**

1. The First Loan may be extended to the Borrower if the Borrower:
    - a) has full legal capacity;
    - b) is a consumer within the meaning of Article 5(1) of the Act on Consumer Credit, i.e. if the Borrower enters into the Loan Agreement for a purpose not related to their business or professional activities;
    - c) is over the age of 21 years and below the age of 75 years on the date on which the Request for Loan is filed;
    - d) has the Polish citizenship and resides in the territory of the Republic of Poland;
    - e) successfully registered and holds an active Client Profile on the Client Portal;
    - f) has filed a duly completed Request for Loan via the Client Portal;
    - g) received a positive Creditworthiness Assessment based on information obtained by the Lender from the Borrower through the Broker or based on the information contained in the Databases of Business Intelligence Bureaus or the Credit Information Bureau; by filing the Request for Loan, the Borrower, through the Broker, authorizes the Lender to approach Business Intelligence Bureaus and the Credit Information Bureau requesting the disclosure of information about the liabilities of the Borrower as referred to in Article 24(1) of the Act on Disclosures of Business Information and Exchange of Business Data;
    - h) is in no arrears with the payment of any amounts due to the Lender as of the date on which the Request for Loan is filed;
    - i) complies with the other terms and conditions established in the Framework Loan Agreement.
  2. Any subsequent Loan may be granted to the Borrower if the Borrower complies with all of the requirements listed in para. 1, and:
    - a) has repaid the previously granted Loans along with all commissions, interest, and all other costs payable to the Lender;
    - b) is in no arrears with the payment of any amounts due to the Lender as of the date on which the Request for Loan is filed.
  3. The Lender may grant discounts or reduce or waive the Loan Granting Commission or offer other promotional terms and conditions for granting a Loan, of which the Borrower is always informed.
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### **Section 4 Registration in the Client Portal**

1. In order to enter into the Loan Agreement and to be granted the Loan, the Borrower is required to register in the Client Portal and to hold an active Client Profile.
2. Detailed rules for registration in the Client Portal and for setting up and activating the Client Profile shall be laid down in the Client Portal Terms of Use that the Broker provides to the Borrower prior to such registration on the website \_\_\_\_\_. In order to complete the registration process, the Borrower has to review and accept the Client Portal Terms of Use, transfer the reimbursable Registration Fee, and have the Borrower's data entered during the registration process successfully verified.
3. The Borrower acknowledges that the controller of the Borrower's personal data within the meaning of the Personal Data Protection Act are:
  - a) \_\_\_\_\_ with its registered office in Warsaw and

- b) \_\_\_\_\_ Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. \_\_\_\_\_, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court in Warsaw, 13th Commercial Division of the National Court Register, under KRS no. \_\_\_\_\_, NIP (tax ID) no.: \_\_\_\_\_, REGON (statistical number): \_\_\_\_\_ with share capital of PLN \_\_\_\_\_.
4. The controllers shall process personal data to the extent necessary to conclude and perform the Loan Agreement, and to pursue claims arising from the Agreement. Providing personal data is voluntary but necessary to conclude and perform the Agreement. The Borrower has the right to access and correct their data.
  5. The legal basis for the processing of the Borrower's personal data is Art. 6(1)(b), Art. 6(1)(c), Art. 6 (1)(a) and Art. 6(1)(f) of the GDPR, and the legitimate legal interest is conducting any debt collection activities resulting from a binding agreement between the Borrower and the Lender. Providing data is mandatory, and this obligation results from, among others, Art. 30 of the Act of May 12, 2011 on Consumer Credit. Failure to provide the data will make it impossible to conclude the Loan Agreement. With regard to the data collected on the basis of the Borrower's consent, the Borrower has the right to withdraw his/her consents at any time, which shall not affect the lawfulness of the processing of his/her data based on such consent before its withdrawal.
  6. The Lender, after fulfilling the relevant conditions, may share the Borrower's personal data to the extent necessary with Business Intelligence Bureaus (BIG InfoMonitor, KBIG) and the Credit Information Bureau under the provisions of the Banking Law Act and the Act on Disclosures of Business Information and Exchange of Business Data. After the Borrower's consent, the Lender will provide the Borrower's personal data, i.e. the personal identification number (PESEL) and other data collected in the process of applying for a loan to the Participants of the Loan Information Exchange Platform (<http://www.credit-check.pl/uczestnicy/>). Based on the Borrower's consent, the Lender will process the Borrower's personal data including the statistical analysis statement obtained from the Participants of the Loan Information Exchange Platform (<http://www.credit-check.pl/uczestnicy/>). The Lender will share the Borrower's personal data with other recipients entrusted with the processing of personal data on behalf of and for the Lender, in particular companies entrusted with the processing of personal data as part of IT service and support. The Lender will provide the Borrower's personal data to other recipients, provided that such an obligation results from legal provisions. In the event of a delay in repayment of the Loan by at least 30 days, the Lender may disclose the Borrower's personal data to a debt collection company.
  7. The Borrower's personal data will not be transferred to third countries and international organizations.
  8. The Borrower's personal data will be processed for the duration of a binding Loan Agreement between the Parties, as well as for a period of 5 years from the expiry of the legal relationship resulting from this agreement.
  9. The Borrower shall have the right to:
    1. access his/her personal data and receive a copy of the personal data being processed;
    2. correct his/her incorrect data;
    3. request deletion of data (right to be forgotten) in the event of circumstances provided for in Art. 17 of the GDPR;
    4. request limitation of data processing in the cases indicated in Art. 18 of the GDPR;
    5. object to data processing in the cases indicated in Art. 21 of the GDPR;
    6. transfer the delivered data that is processed in an automated manner.
  10. Should the Borrower believe that his/her personal data is being processed in an illegal way, the Borrower may file a complaint with the supervisory authority (Personal Data Protection Office, Pol. UODO, ul. Stawki 2, Warszawa).
  11. The Borrower may send additional questions and doubts regarding the processing of personal data to the Data Protection Officer to the e-mail address: \_\_\_\_\_, \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_ Warszawa.
  12. By registering in the Client Portal and when submitting the Request for Loan, the Borrower grants the Lender and the Broker (each of them separately) the following authorizations for the Lender and the Broker (acting in this respect on behalf of and for the Lender) to obtain

business intelligence about the Borrower:  
 "Acting on my own behalf and pursuant to Article 24 section 1 of the Act of April 9, 2010 on the Disclosures of Business Information and Exchange of Business Data and Article 105, section 4a and 4a1 of the Banking Law Act of August 29, 1997 in conjunction with Article 13 of the Act on the Disclosures of Business Information and Exchange of Business Data, I hereby authorize the Lender \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_, KRS no. \_\_\_\_\_, and the company being a Broker acting for and on behalf of the Lender: \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_, KRS no.: \_\_\_\_\_ (each of these companies separately):

- to obtain from Biuro Informacji Gospodarczej InfoMonitor S.A. with its registered office in Warsaw, ul. Modzelewskiego 77 (02-679) (BIG InfoMonitor), Krajowe Biuro Informacji Gospodarczej S.A. with its registered office in Cracow, ul. Lublańska 38 (31-476) my business information;
- to obtain business information concerning my debts in banks or institutions legally authorized to grant loans if the total value of such debts exceeds PLN 200 (two hundred zloty) and they remain unpaid at least 30 days after the due date, or absence of such debts from Biuro Informacji Kredytowej S.A. and the Polish Bank Association (ZBP) through the intermediation of Biuro Informacji Gospodarczej InfoMonitor S.A.;
- to obtain from Biuro Informacji Gospodarczej InfoMonitor S.A. with its registered office in Warsaw, ul. Modzelewskiego 77 (BIG InfoMonitor) information on inquiries about me submitted to the register of BIG InfoMonitor S.A. within the last 12 months.
- to apply to Krajowe Biuro Informacji Gospodarczej S.A. with its registered office in Cracow, ul. Lublańska 38, 31-476 Kraków (KBIG) with a request for business information regarding my liabilities.
- to apply to Krajowe Biuro Informacji Gospodarczej S.A. with its registered office in Cracow, ul. Lublańska 38, 31-476 Kraków with a request to disclose information concerning me and I authorize KBIG to disclose such information to the company \_\_\_\_\_ and the company \_\_\_\_\_ providing credit brokerage services to this company.

Pursuant to Article 18(1)(2) of the Act of April 9, 2010 on the Disclosures of Business Information and Exchange of Business Data, I authorize the company \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_, KRS no. \_\_\_\_\_, and company \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_ providing credit brokerage services to this company:

- to disclose information concerning my fulfillment of obligations involving financial liabilities towards the Lender \_\_\_\_\_ under my Loan Agreements to Biuro Informacji Gospodarczej InfoMonitor S.A. with its registered office in Warsaw, ul. Modzelewskiego 77 (02-679) (BIG InfoMonitor),
- to disclose to Krajowe Biuro Informacji Gospodarczej S.A. with its registered office in Cracow, ul. Lublańska 38, 31-476 Kraków, economic information concerning my fulfillment of any monetary obligations, both existing at the time of consent and those which may arise in the future, arising in connection with this consumer credit agreement concluded with \_\_\_\_\_.

13. The Borrower makes the following statement:  
 In connection with the Request for Loan that I have submitted,  
 - I hereby authorize the company \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_, and company \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_ providing credit brokerage services to this company to transfer my personal data (inquiry) to Biuro Informacji Kredytowej S.A. with its registered office in Warsaw and I agree to the processing by Biuro Informacji Kredytowej S.A., including disclosing to \_\_\_\_\_ and \_\_\_\_\_ in response to the inquiry submitted, of information concerning me, including information constituting banking secrecy, for the purposes of creditworthiness assessment and credit risk analysis, and to the processing of my personal data disclosed by \_\_\_\_\_ and \_\_\_\_\_ for this purpose in the inquiry for a period not exceeding 2 years, including disclosing such data to banks, institutions legally authorized to grant loans, credit institutions, loan institutions, and entities referred to in Article 59d of the Act of May 12, 2011 on Consumer Credit, as well as other entities on the basis of my

consent.

- I authorize \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_, and \_\_\_\_\_ with its registered office in Warsaw, ul. \_\_\_\_\_ to transfer my personal data and information about my liabilities arising from the consumer credit agreement concluded by me to Biuro Informacji Kredytowej S.A. with its registered office in Warsaw and I agree to the processing by Biuro Informacji Kredytowej S.A., including disclosing to \_\_\_\_\_ and \_\_\_\_\_ of information concerning me, including information constituting banking secrecy, for the purposes of creditworthiness assessment and credit risk analysis performed by the above company during the term of the consumer credit agreement concluded by me with \_\_\_\_\_, or for the duration of my obligation after withdrawal from the agreement, and I agree to the processing by Biuro Informacji Kredytowej S.A. my personal data and information about my liabilities arising from the consumer credit agreement concluded by me with \_\_\_\_\_, including about the withdrawal from the agreement, after my liabilities have expired, for the purposes of creditworthiness assessment and credit risk analysis, and to the disclosing of such data to banks, institutions legally authorized to grant loans, credit institutions, loan institutions, and entities referred to in Article 59d of the Act of May 12, 2011 on Consumer Credit, as well as other entities on the basis \_\_\_\_\_ of \_\_\_\_\_ my \_\_\_\_\_ consent. I hereby represent that I have been advised of my right to access and correct my personal data, and that the consents granted hereinabove are entirely voluntary and can be withdrawn at any time whatsoever."

14. The Borrower may request that their personal data is no longer processed and is deleted.

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## **Section 5 Conclusion of Loan Agreement and Loan Disbursement**

1. Conclusion of the Loan Agreement subject to the condition that the Lender accepts the Borrower's Request for Loan.
2. The Borrower files the Request for Loan. The Borrower may also submit the Request for another Loan by telephone contacting the Broker's hotline at the number provided in the Client Portal and orally provide the Broker with all the required information. The Borrower agrees to the recording of the conversation by the Broker.
3. Immediately, before concluding a Loan Agreement, the Lender will provide the Borrower, through the Broker, the Information Form regarding the Loan covered by the Request for Loan. Such Information Form will be made available through the Client Portal, in the form of a PDF file enabling it to be saved on the Borrower's computer. Such form will also be sent to the Borrower's e-mail address provided by the Borrower during the registration process in the Client Portal.
4. The decision on the conclusion of the Loan Agreement shall be made by the Lender.
5. The Lender notifies the Borrower through the Broker on either consent or refusal to conclude the Loan Agreement via the Client Portal and in a text message sent via SMS. The Lender shall be entitled to refuse to conclude the Loan Agreement without giving reasons, except for a refusal based on a review of information contained in the Database of the Business Intelligence Bureau and the Credit Information Bureau. The Lender shall inform the Borrower through the Broker on the results of such review, without delay, in the manner determined in the preceding sentence, and shall specify the database used in the review.
6. In the event that consent is granted for the conclusion of the Loan Agreement, the Broker shall immediately make a copy of the Loan Agreement available via the Client Portal and send it in the form of a PDF file to the e-mail address which the Borrower has entered in their Client Profile.
7. For the avoidance of doubt, the Parties agree that the Loan Agreement shall be deemed to have been concluded once the copy of the Loan Agreement is sent in the manner referred to in para. 6.
8. When submitting a Request for a Repayment Loan, the Borrower shall be obliged to provide a description of the obligation to be repaid by the Lender using the Repayment Loan (repayment instruction). In the event that such a liability constitutes a liability towards

another Lender with whom the Broker cooperates, the information in the Request for a Repayment Loan will be filled in automatically and then the information will be confirmed by the Borrower.

9. The Lender, through the Broker, shall disburse the Total Loan Amount via bank transfer to the Bank Account (depending on the Borrower's instructions indicated in the Request for Loan) immediately after the conclusion of the Loan Agreement, but no later than within 1 working day from the moment the Borrower is informed about the granting of the Loan.
10. The condition for disbursement of the Repayment Loan is that the Borrower pays the Commission in the amount and within the time limit specified in the Loan Agreement to the Bank Account for Loan Repayment.
11. Disbursement of the Loan in accordance with the Borrower's instructions specified in the Request for Loan will mean that the Borrower has received the Loan amount.
12. After the Total Loan Amount referred to in para. 10 has been disbursed, the Lender shall notify the Borrower through the Broker of the amount of Loan disbursed to the Borrower.
13. On conclusion of the Loan Agreement, the Lender, including through the Broker, shall send the following documents to the email address stated by the Borrower:

**Attachment 1** – Loan Agreement,

**Attachment 2** – Table of Costs,

**Attachment 3** – Model Statement on Withdrawal from the Framework Loan Agreement.

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## Section 6 Loan Repayment Terms and Deadlines

1. The Borrower shall repay the Loan by transferring the Total Loan Amount and an aggregate of all due commissions and other charges to the Bank Account for Loan Repayment, subject to the conditions set out in the Loan Agreement. In order to ensure the proper identification of payment, the transfer title should state: "Repayment of Loan No. \_\_", with the number of the Loan Agreement specified.
  2. The Loan may also be repaid by a third party. In such a case, second sentence of Section 6(1) of the Agreement shall apply accordingly.
  3. The Maturity Date, and the terms of payment of commissions and charges payable to the Lender shall be further defined in the Loan Agreement.
  4. In the event that the Maturity Date coincides with a bank holiday, the Maturity Date shall be deemed to be the first business day after such day.
  5. Whether the Maturity Date has been met shall be determined based on the date on which the Bank Account for Loan Repayment is credited with a sum equivalent to the Total Amount Due from the Borrower. In the event that the Maturity Date is exceeded, the Borrower shall pay the amount of Loan plus Late Payment Interest accrued.
  6. The repayment is made to the Bank Account for Loan Repayment.
  7. Each incoming payment made by the Borrower shall be credited to cover the following liabilities, in following order of precedence:
    - a) Late Payment Interest;
    - b) Loan Granting Commission;
    - c) Total Loan Amount.
  8. Once the Bank Account for Loan Repayment is credited with the Total Loan Amount, the Loan Agreement shall expire and the Borrower shall be deemed to have duly performed all of their contractual obligations towards the Lender.
  9. In the event of repayment of the Loan in an amount exceeding the total amount due to the Lender, the Broker shall return the overpayment to the Borrower's Bank Account. The Borrower shall be entitled to submit an instruction to return the overpayment to another bank account until the Lender has made the return of the overpayment through the Broker.
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## **Section 7 Early Repayment of the Loan**

1. The Borrower shall be entitled to make an early repayment of the Loan, whether in full or in part, before the Maturity Date. In this case, the Total Loan Cost shall be reduced by the costs (or a part thereof) due for the period by which the loan duration is shortened as a result of early repayment, even if the Borrower has incurred such costs before the repayment. The provisions of Section 6(1-2) of the Framework Loan Agreement shall apply accordingly.
  2. The final settlement between the Lender and the Borrower through the Broker shall take place no later than 14 days after the date of early repayment of the Loan in full.
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## **Section 8 Delay in Loan Repayment**

1. In the event of delay in repayment of the Loan, the Lender reserves the right to charge interest for late payment at the rate laid down in Article 481 Section 2<sup>1</sup> of the Civil Code, i.e. in the amount equivalent to twice the sum of the reference rate of the National Bank of Poland and 5.5 percentage points. As at the date of this Framework Agreement, the Late Payment Interest is 14% per annum and can be modified if the reference rate of the National Bank of Poland is adjusted. In the event of a change resulting from a change in the amount of interest referred to in Article 481 Section 21 of the Civil Code, the Lender shall inform the Borrower through the Broker of the change immediately after it occurs. Information about the change will be provided to the Borrower through the Client Profile and by sending it to the Borrower's e-mail address specified in the Client Portal.
2. If the Loan repayment is at least 30 days late, the Lender has the right to transfer debt collection to a professional collection agency.
3. If the Borrower is in delay with loan repayment, the Lender shall also be entitled to assert claims to recover the liabilities through court and enforcement action, either directly or through the Broker or another legal entity. If the Lender's claims are accepted by a court, the Borrower may be ordered to pay the costs of such recovery proceedings through court and enforcement action according to the rules specified in relevant regulations: the Code of Civil Procedure, the Act on Court Fees in Civil Cases, and the Act on Judicial Officers and Debt Collection.
4. If the cumulative conditions listed in Article 14, section 1(1-3) of the Act of April 9, 2010 on the Disclosures of Business Information and Exchange of Business Data (consolidated text: Journal of Laws [Dz.U.] of 2014, item 1015, as amended), the Lender shall be entitled to disclose information about the Borrower's liabilities to Business Intelligence Bureau(s). Information about the Borrower's liabilities shall be forwarded to Business Intelligence Bureau under a business intelligence sharing agreement in writing concluded by and between the Lender and the Business Intelligence Bureau concerned. Forwarding such information shall not require the consent of the Borrower and can take place at the earliest one month after a notice to pay is sent by registered mail to the Borrower's address for correspondence, including a warning of the intention of forwarding the information to the Business Intelligence Bureau, and the name and the address of the registered office of such Business Intelligence Bureau. Information to be forwarded to the Business Intelligence Bureau may include the following data: information related to the Borrower: full name, PESEL or any other identity number, home address or address for service, series and number of the ID card or any other documentary proof of identity; information regarding the liabilities: legal title, amount of liabilities and currency, amount outstanding, date on which the arrears became due, information about proceedings covering the liabilities, information on whether the Borrower questions the existence of all or part of the liabilities, and information on the disposal of liabilities. Forwarding the information to the Business Intelligence Bureau may affect the payment capability and creditworthiness of the Borrower.

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### **Section 9 Right of withdrawal from the Framework Loan Agreement**

1. The Borrower may withdraw from the Framework Loan Agreement and from the Loan Agreement within 14 days of its conclusion.
2. For the purposes of Section 9(1) of the Framework Loan Agreement, the date of conclusion of the Loan Agreement shall be the next business day after the transfer of the Loan to the Borrower.
3. The right of withdrawal may be exercised by submitting a notice of withdrawal correctly signed by the Borrower. The notice of withdrawal can be sent in writing to the address of the registered office of the Lender or the Broker or by electronic mail (scan) to the e-mail address of the Lender or the Broker. A model notice of withdrawal specifying the name (company) and address of the registered office of the Lender is provided in Attachment 3 to this Framework Loan Agreement.
4. Whether the deadline for withdrawal has been met shall be determined on the basis of the date on which the notice of withdrawal from the Framework Loan Agreement is sent in the manner referred to in para. 3 hereinabove. If the Borrower withdraws from the Loan Agreement, the agreement shall be considered not concluded. The Borrower shall repay the Total Loan Amount to the Bank Account for Loan Repayment immediately but no later than within 30 days of the notice of withdrawal from the Loan Agreement, and the Lender shall not be entitled to any loan-related fees, including the Loan Granting Commission.
5. For the avoidance of doubt, the Parties agree that the withdrawal from a Loan Agreement does not constitute withdrawal from the Framework Loan Agreement. The Borrower may withdraw from the Framework Loan Agreement only by way of an explicit notice of withdrawal from the Framework Loan Agreement. .
6. If the deadline for repayment of the Loan, as referred to in para. 4, is not complied with by the Borrower, the provisions of Section 8 para. 4 sentence 1 shall apply accordingly. Furthermore, in such a case, the Lender shall be entitled to charge Late Payment Interest.

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### **Section 10 Duration and Termination of the Framework Loan Agreement**

1. The Framework Loan Agreement is concluded for an indefinite period of time.
  2. The Loan is granted for the period of repayment of the Loan ending on the date specified as the Maturity Date in the Loan Agreement.
  3. The Borrower understands that the rate of Late Payment Interest may change in accordance with the general provisions of law in force. Should the interest rate change, the Lender shall notify the Borrower through the Broker of a change in Late Payment Interest by electronic mail, on a Durable Medium.
  4. The Borrower shall be entitled to terminate the Framework Loan Agreement at any time, with one month notice.
  5. The Lender shall be entitled to terminate the Framework Loan Agreement through the Broker with two months notice, through a written notice or by electronic mail sent to the e-mail address of the Borrower.
  6. The Borrower shall be entitled to terminate the Loan Agreement if the Lender fails to fulfill the commitments concerning the loaning terms defined in the Loan Agreement.
  7. The Lender shall be entitled to terminate the Loan Agreement through the Broker with immediate effect if the Borrower fails to fulfill the commitments concerning the loaning terms defined in the Agreement.
  8. Notice of termination of the Loan Agreement shall be given to the other Party in writing or by electronic mail. Statement of the Lender sent via electronic mail should be made on a Durable Medium.
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## **Section 12 Complaints and out-of-court Settlement of Disputes**

1. Complaints should be submitted in writing to the postal address of the Lender (ul. \_\_\_\_\_ Warszawa) or the Broker (\_\_\_\_\_ ul. \_\_\_\_\_ Warszawa) or by electronic mail to the e-mail address of the Broker (\_\_\_\_\_) or by telephone via the hotline operated by the Broker (\_\_\_\_\_).
  2. The Borrower shall be informed about the results of the complaint examination process without undue delay, but not later than within 30 days of receiving the complaint by the Lender. In particularly complicated cases which make it impossible to examine the complaint within the period of 30 days, the Lender shall send a notification to the Borrower through the Broker, \_\_\_\_\_ in \_\_\_\_\_ which \_\_\_\_\_ notification \_\_\_\_\_ it \_\_\_\_\_ will:
    - a) explain the reasons for not being able to meet the 30-day deadline for examination of the complaint,
    - b) indicate the circumstances that need to be explained,
    - c) specify the expected time for responding to the complaint, which may not exceed 60 days from the date of receiving the complaint.
  3. The Lender shall inform the Client through the Broker about the results of the complaint examination process by mail, phone, electronic mail, or in person. The Lender shall respond to the complaint in a paper letter (sent by mail) or using another durable data carrier or by electronic mail, subject to the condition that the Lender shall respond to the complaint by electronic mail only upon the Client's request.
  4. Lodging a complaint does not release the Borrower from the obligations arising from the Loan Agreement concluded, and in particular from the obligation to repay the Loan by the Maturity Date, including commissions and interest accrued and payable to the Lender.
  5. The Lender hereby informs that the Borrower may use out-of-court settlement of disputes before the Financial Ombudsman, in accordance with the rules laid down in the Act of August 5, 2015 on handling complaints by financial market entities and the Financial Ombudsman.
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## **Section 13 Final Provisions**

1. If any provision of this Framework Loan Agreement or any part hereof is found to be invalid or unenforceable, the remaining provisions will remain effective.
2. If any of the Borrower's data (including, in particular, address for correspondence, place of residence) change, the Borrower shall notify the Broker thereof. Notification of a data change may be made via the Client Profile, as well as in writing, by e-mail or telephone to the telephone number provided in the Client Portal. Neither the Broker nor the Lender shall be liable for any failure of the Borrower to perform this obligation.
3. Subject to certain exceptions laid down in the Framework Loan Agreement, the statements of intent related to the conclusion, performance, amendment, or dissolution of the Framework Loan Agreement can be made in writing (to the registered address of the Broker/Lender and the address for correspondence of the Borrower) or sent by electronic mail (to the e-mail address of the Broker/Lender and the Borrower, respectively) or sent in a text message via SMS. Statements of the Borrower sent via electronic mail should be stored on a Durable Medium.
4. The Lender shall have the right to change the Framework Loan Agreement unilaterally in the event that such change arises from amendments in the relevant mandatory provisions of laws, legally valid court ruling, or a final administrative decision. The Lender shall notify such change in the Framework Loan Agreement by providing the Borrower with a copy of the amended Framework Loan Agreement through the Broker. The Borrower shall be bound by the amended Framework Loan Agreement from the date specified in the notice of the given change, unless the Borrower terminates the Framework Loan Agreement before that date, in which case the period of termination notice commences on the date on which the notice of the given change is received.
5. The Attachments to the Framework Loan Agreement shall form an integral part thereof.

6. The Borrower shall have the right to receive a repayment schedule free of charge, upon request, throughout the term of the Framework Loan Agreement.
7. Issues left implicit herein shall be governed by Polish law.
8. The supervision authority competent for consumer protection matters is the President of the Office of Competition and Consumer Protection, UOKiK (ul. Plac Powstańców Warszawy 1, 00-950 Warszawa).
9. In the event that the Lender or Broker fails to perform or improperly performs the obligations towards the Borrower, despite being requested to do so by the Borrower, the Borrower has the right to assert claims to enforce performance of such obligations by the Lender or Broker.
10. The jurisdiction of the Court will be determined on a case-by-case basis in accordance with general rules, i.e. based on the defendant's place of residence or registered office, unless another common court has jurisdiction in accordance with generally applicable rules.
11. The Framework Loan Agreement has been made in two copies, one for each Party.

### Attachment 3

to the Framework Loan Agreement of [\_\_\_\_\_]

**Model Statement on Withdrawal from the Framework  
Loan Agreement**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Warsaw

## STATEMENT ON WITHDRAWAL FROM THE FRAMEWORK LOAN AGREEMENT

I, the undersigned \_\_\_\_\_ (full name), hereinafter referred to  
as "**Borrower**",

hereby declare that acting pursuant to Article 53(1) of the Act of May 12, 2011 on  
Consumer Credit (Journal of Laws [Dz.U.] of 2014 r, item 1497, as amended) withdraw  
from the Framework Loan Agreement entered into on \_\_\_\_\_ with \_\_\_\_\_ with its  
registered office in Warsaw, ul. \_\_\_\_\_ Warszawa, hereinafter referred to as "**Lender**".

\_\_\_\_\_  
[Date and signature of the Borrower]