

GENERAL CREDIT CONTRACT CONDITIONS

1. Definitions

- 1.1. **Company** - JSC "Moment Credit", company code 300657515, which has the right to engage in consumer crediting activities; it is included in the public list of consumer credit lenders and supervised by the Supervisory Authority.
- 1.2. **Webpage** – Company's website www.momentcredit.lt and its sub-pages.
- 1.3. **Work point** – Company's customer service point. Contacts are provided on a Webpage (see the bottom of the home page).
- 1.4. **Client** – individual person, satisfying the requirements established by the Company and announced on the Webpage, who has concluded the Credit agreement with the Company.
- 1.5. **Party** - the Company or the Client.
- 1.6. **Credit agreement** – this credit line agreement concluded by and between the Company and the Client, including all its supplements, amendments or other modifications.
- 1.7. **General conditions** - following conditions which determines the Client and the Company's rights and obligations, credit granting and repayment procedures, the credit agreement default legal consequences of the credit agreement termination procedures and other conditions.
- 1.8. **Special terms and conditions** – constituent part of the Credit agreement accepted by the Parties of the Credit agreement which specifies: the sum and type of the Credit, the Credit term and its repayment date, the amount and number of Instalments to be made by the Client, the Total Cost of the Credit, the interest rate, the Annual percentage rate of charge (APR), the Total amount payable by the Client, the damages to be paid for delay payment of Instalments and other terms and conditions.
- 1.9. **The cooling-off period** - 2 (two) calendar day period during which a Client, without specifying any reason can withdraw the Credit agreement according to the procedure described in these conditions.
- 1.10. **Credit (sum of the Credit)** – part of the Credit limit which, pursuant to the particular Special terms and conditions, is paid out to the Client.
- 1.11. **Credit term** – a period of time, chosen by the Client, during which the Client is obliged to repay the Credit and to pay the Total Cost of the Credit to the Company.
- 1.12. **Financed Amount** - the total amount provided and / or funded by the Company to the Customer and refunded by the Customer to the Company under the Credit Agreement. The Funded Amount consists of the Credit Amount and the Company-funded Contract Fee.
- 1.13. **Contract signing Fee** - the one-time Contract Fee payable by the Customer, which is calculated at the time of the Special Terms, is included in the Funded Amount and is distributed in equal installments in the Fees. The amount of the Contract Fee shall be specified in the Special Conditions.
- 1.14. **Administration Fee** - the fee payable by the Customer for the management of the Credit Agreement (Payment Schedule, Credit Agreement and Payment Administration), which shall be included in the total cost of the consumer credit. The amount of the administration fee shall be specified in the Special Conditions.
- 1.15. **Credit price** - the interest amount that Client must pay to the Company for the use of credit.

- 1.16. **Annual percentage rate of charge (APR)** – the Total Cost of the Credit, expressed as an annual percentage of the total amount of Credit.
- 1.17. **Borrowing rate** – annual interest rate expressed as a fixed or a variable percentage applied annually to the sum of the Credit.
- 1.18. **Interest** - the interest rate which the Client undertakes to pay to the Company for the use of the Credit shall be calculated in accordance with the Interest Rate specified in the Special Conditions. Interest shall be included in the Fees payable by the Customer. Interest shall be calculated for the entire period during which the Customer has used the credit amount, including deferred payment periods. Interest shall be payable until the Credit is fully repaid.
- 1.19. **Total amount payable by the Client** – the sum of the Credit and the Total Cost of the Credit.
- 1.20. **Total credit amount** - a total outstanding amount of all the credits.
- 1.21. **Payment** – specific sum of money that is paid by the Client to the Company under the Credit agreement.
- 1.22. **Losses** - the amount calculated by the Company as described in Paragraph 9.2 of General conditions that the Client is obliged to pay, in case of delay, and which is meant to compensate the company for the period the Client continues to use the outstanding Credit amount or/and unpaid interest. Losses are calculated for each day of delay until the amount overdue gets paid.
- 1.23. **Self-service interface** – the Company’s self-service web interface of the Clients, which allows the Client who has accessed it to use the services provided by the Company, change his data, receive information on the outstanding amounts and discounts granted to the Client, perform other actions.
- 1.24. **Credit chosen** – the sum of the Credit and the Credit term chosen by the Client.
- 1.25. **Contract signing fee** – one-time fee, which must be paid by the Client, wishing to conclude the Credit agreement online, in order to confirm the registration data and agree with the conditions of the Credit agreement via Electronic channels. The amount of the Contract signing fee is indicated in the Website.
- 1.26. **Credit application** – application of Credit chosen by the Client as it is described in section 6 of General Conditions.
- 1.27. **Payment day** – specific day of a month, indicated in the Special terms and conditions, on which the Client each month must pay the Instalment to the Company.
- 1.28. **Payment period** – a period of time from one Payment day up to the following Payment day.
- 1.29. **Installment** – part of the Total amount payable by the Client calculated in accordance with the conditions established in the Credit Agreement which must be made by the Client before the end of the Payment period.
- 1.30. **Individually negotiated conditions** - the conditions of the Credit agreement, preparation of which was or might be influenced by the Client. Individually negotiated terms are considered: Credit issuing date, the Credit repayment date, Credit price, number of Instalments, Payment period.
- 1.31. **Electronic channels** – internet or mobile phone.
- 1.32. **Identity verification measures** - Company’s provided Identification Code (hereinafter - the user ID), Client password, and Client mobile phone number.
- 1.33. Unless the context otherwise requires the following **capitalised words** and expressions shall have the following meanings in this Credit agreement.

- 1.34. **Supervisory authority** - the Bank of Lithuania (Gedimino str. 6, Vilnius), which according to the Law on Consumer Credit of the Republic of Lithuania and other laws of Lithuania carries out consumer credit intermediaries supervisory functions.

2. **General Provisions**

- 2.1. During the lifetime of the Credit agreement the Company undertakes to provide Credit to the Client, and the Client undertakes to repay the Credit and pay the Credit price.
- 2.2. Prior to concluding Credit agreement, the Company has the right to assess the creditworthiness of the Client and fully or partially refuse to issue the Credit where it considers that the Client will be unable to timely and properly fulfil his obligations under the Credit agreement.
- 2.3. The financial service is considered to be granted when the Credit amount is transferred to the Client's bank account or paid in cash to the Client.
- 2.4. The Client who entered into a Credit agreement has the right to use Company's services via Electronic channels or Work points.
- 2.5. The Parties, according to Article 6.192 of the Civil Code of Republic of Lithuania and Article 8 of the Electronic Signature Law of Lithuania, agree that all the actions and statements Client makes by using Identity verification measures on Electronic channels are equivalent to transactions made in written form, and has the same legal consequences as well as written documents approved by the Client or signatures of the Parties.
- 2.6. While on Electronic channels Company identifies the Client as follows:
 - 2.6.1. if the operations are carried out via the Internet – by the Client user ID and password created by the Client;
 - 2.6.2. if the actions carried out in the mobile phone - by the Client of the user ID and the Client telephone number.
 - 2.6.3. The Company's services are available to the Client under certain rules and conditions that are set by the Company and presented in Work points and Webpage. The Company has the right to change the service providing conditions and availability time due to the technical issues, administrative, legislative or other similar reasons. About such changes the Company informs in Work points and Webpage.
 - 2.6.4. The Parties agree that, Credits provided under this Credit agreement are personal Client loans, which are intended only for personal Client needs and use.

3. **The rights and obligations**

- 3.1. The Company shall:
 - 3.1.1. transfer the Credit to the Client on time;
 - 3.1.2. 5 (five) days in advance notify in its Work points and on its Webpage about the intended change in the procedure of the provision of the services or the requisites of the Company;
 - 3.1.3. ensure protection of the Client's personal data.
- 3.2. The Company is entitled to:
 - 3.2.1. choose the manner and means of the performance of the obligations arising out of the Credit agreement, in accordance with the provisions stipulated therein;
 - 3.2.2. use the services of third parties for the purposes of performing the Credit agreement;
 - 3.2.3. send the Client's data to the persons handling debtors' data bases, after the Client has been notified in writing, if the customer fails to pay on time;

- 3.2.4. without the customer's consent, transfer requirements arising from the credit agreement to third parties, as well as other rights and obligations, if it does not reduce the guarantees provided to customers;
- 3.2.5. pledge requirements arising from the credit contract to third parties, provided they do not impair the guarantees provided by the customer;
- 3.2.6. under a contract with a third party to transfer the Customer's rights and obligations to a third party arising from the credit agreement, if it does not reduce the guarantees provided to customers;
- 3.2.7. to take over the rights and obligations of the Client arising out of the agreement concluded by and between the Client and the third party pursuant to the agreement concluded with such third party;
- 3.2.8. not listed in the General Conditions 3.2.4 - 3.2.7 above ways to transfer the debt of the Client as well as other rights and obligations arising out of the Credit agreement to the third party pursuant to the agreement concluded with such third party or sell him a debt, if it does not reduce the guarantees provided to customers;
- 3.2.9. 3 (three) business days in advance notify the Client in writing about the changes made to the Credit agreement if the new version does not violate Customer's rights and complicate his obligations;
- 3.2.10. include direct Losses suffered by the Company due to the fact the Client has not paid on time the amount required in the overall amount payable by the Client;
- 3.2.11. on its own initiative to eliminate customer's right to use the Company's services through Electronic channels to protect customers' interests.

4. Client's rights and obligations

- 4.1. The Client shall:
 - 4.1.1. pay the Instalments as well as perform other financial obligations on time;
 - 4.1.2. present at any moment prior and after the concluding of the Credit agreement true and comprehensive data necessary for assessing the creditworthiness and disclose all the relevant circumstances, which may affect his creditworthiness, including information on income and open obligations to other creditors. The company is not responsible for the information Client provides (false documents or other evidence), which had a decisive influence on the assessment of Client's creditworthiness;
 - 4.1.3. within three (3) working days in writing or verbally inform the Company if:
 - 4.1.3.1. due to certain circumstances, he faces difficulties to fulfil his obligations under the Credit agreement;
 - 4.1.3.2. he changes the name, personal identification number, place of residence, contact address, mobile phone number(s) or e-mail address;
 - 4.1.4. without the Company's consent not to assign his rights and obligations arising from Credit agreement;
 - 4.1.5. proper perform other obligations arising from the Credit agreement;
 - 4.1.6. ensure that the Client's Identity verification measures are used only by the Client;
 - 4.1.7. not disclose the Client's Identity verification measures to any third party;
 - 4.1.8. immediately notify the Company if a third party has become aware of (or Client suspects that they may become known) Client's Identity verification measures.
- 4.2. Client has the right to:
 - 4.2.1. conclude with the bank or the Company direct debit agreement (consent for direct debit), under which Payments for the Company's services are performed by direct debit;

- 4.2.2. terminate the Credit agreement as it is described in Paragraph 11;
- 4.2.3. repay the Credit prior to final repayment date as it is described in Paragraph 8.10.
- 4.2.4. cancel the Credit agreement as it is described in Paragraph 11.3;
- 4.2.5. in case of the rejection of Credit application after creditworthiness evaluation, obtain information on the results and databases;
- 4.2.6. get the copy of Credit agreement free of charge;
- 4.2.7. get payment schedule free of charge during the Credit agreement lifetime;
- 4.2.8. submit, replace or cancel the request to turn on the prevention from entering into consumer credit contracts to the Supervisory authority. The application preventing the conclusion of a consumer credit contract must specify the period during which the person would not be allowed to enter into the agreement. The rules of such requests are set by the Supervisory authority.

5. **The Credit agreement**

- 5.1. The Credit agreement can be concluded by signing it in Work points or via Electronic channels as described in Paragraph 5.2.
- 5.2. The Client, in order to conclude a Credit agreement via Electronic channels must perform the following steps:
 - 5.2.1. In the Company's Webpage, in accordance with the instructions:
 - 5.2.1.1. fill in the registration form, indicating his own personal identification number, mobile phone number, email address and other details;
 - 5.2.1.2. create a password;
 - 5.2.1.3. get acquainted with the General terms and conditions;
 - 5.2.2. confirm the registration form the data and the General Conditions, by paying the registration fee.
- 5.3. Contract signing fee the Client is required to pay only from his personal account from one of the commercial banks listed on Webpage that are operating through a permanent branch in the Republic of Lithuania.
- 5.4. Contract signing fee the Client is required to pay only from his personal account which he wants the Credit to be transferred to.
- 5.5. Contract signing fee shall be paid by transferring money to the Company's bank account indicated on the Webpage in the same bank as the personal bank account of the Client. Contract signing fee shall be paid using the bank's online banking system.
- 5.6. When paying the Contract signing fee, in the column "Payment details" of the payment order the Client will indicate text with unique combination of digits which is provided to the Client by the Company once actions indicated in Paragraph 5.2.1 are performed and which contains in a cryptographed form the content of the Credit agreement.
- 5.7. Parties hereby agree that by paying the Contract signing fee, the Client confirms:
 - 5.7.1. his identity;
 - 5.7.2. his will to accept the Credit agreement available to him on the Webpage when filling the registration form;
 - 5.7.3. his request for the Credit to be paid out into the account from which the Contract signing fee has been paid.
- 5.8. Parties hereby agree that once the actions indicated in Paragraph 5.2 are performed by the Client Contract signing fee has been credited into the Company's account, the Credit agreement is considered to be concluded by Electronic channels. The Client who has

already concluded the Credit agreement and who wishes to use the services of the Company once again is not obliged to register repeatedly.

- 5.9. Client user ID is sent by SMS message to the Client's mobile phone number, which he indicated in the registration form.
- 5.10. The Company is not responsible for crediting the Contract signing fee to the Company's bank account, if the following conditions apply:
 - 5.10.1. Contract signing fee has not been credited to the Company's bank account due to a third party's fault;
 - 5.10.2. the Client has failed to properly fulfil the requirements listed in General terms and conditions or Webpage.
 - 5.10.3. Credit agreement restrictions:
 - 5.10.3.1. Credit agreements cannot be concluded from 10 PM to 7 AM. For clarity, the Parties confirm that, according to the procedure established in these General terms and conditions, Credit agreement is concluded when the Client is provided with a user ID and with this ID he connects to the Self-service interface and submits an application for a specific amount of Credit. Thus, under this paragraph, the restriction is implemented by establishing that from 10 PM to 7 AM the user ID cannot be provided to the Client, and thus Client cannot apply for and receive Credit.
 - 5.10.3.2. the Credit agreement cannot be concluded with a person who is incompetent in a certain area, or a person of diminished capacity in a certain area, or a person whose decisions in a certain area are taken with the assistance of others.
 - 5.10.3.3. Credit agreements cannot be concluded with a person enlisted in the Supervisory Authority's managed list of persons unwilling to be engaged into consumer credit agreements. This restriction applies after the Supervisory authority shall establish the procedures and provide access to data from that list, as provided in the Consumer Credit Act Paragraph 211 (wording of the law, in force since 2016-11-01).

6. **Credit Application**

- 6.1. To receive the Credit the Client must submit a Credit application to the Company. It can only be provided after the conclusion of the Credit agreement, that is taking the steps enlisted in Paragraph 5.1 of General terms and conditions.
- 6.2. Credit application may be submitted in three ways:
 - 6.2.1. verbally in Work point;
 - 6.2.2. filling in a Credit application on Webpage;
 - 6.2.3. sending a Credit application via SMS.
- 6.3. Submitting an application Client must indicate his Credit choice and confirm it according to the Company's procedures.
- 6.4. After the Client's confirmation of his choice, it is assumed that:
 - 6.4.1. the Parties agreed on the Special terms and conditions and signed or confirmed them by electronic means;
 - 6.4.2. Client expressed his will to enforce the Credit agreement.
- 6.5. The procedures of submitting Credit application, as well as confirming the Credit choice are set by the Company and placed in Work points and on Webpage.

7. **Credit transfer**

- 7.1. Within 1 (one) hour after Client's Credit application was approved, the Company shall transfer the Credit to the Client's selected bank account or to the account from which the Client paid the Contract signing fee.
- 7.2. In Work points Credit sum can be paid out in cash by the Company's established procedure.
- 7.3. Commission fees for crediting the Credit sum to the Client's bank account are paid by the Client.
- 7.4. It is considered that the Company has performed its obligation to transfer the Credit to the Client's account, when the Credit sum is credited to the Client's bank account. In case the Credit is paid in cash, it is assumed that the Client has received the money, if he has signed on the Special terms and conditions.
- 7.5. The Company has the right to suspend or terminate a Credit transfer or payment in cash if the Client stated false transfer data, or circumstances reducing the creditworthiness of the Client have become known.

8. **Loan repayment and extension**

- 8.1. Client must pay the Instalment on the Payment day.
- 8.2. Payment is considered to be received when it is credited to Company's bank account.
- 8.3. If the Payment day coincides with the non-working day or official holiday, the Payment day is considered to be the next business day.
- 8.4. Payments shall be made in the currency in which the loan was issued. If, after the Credit issuing date the exchange ratio of Euro and Litas change or Litas is replaced by Euro, it is considered that the Credit was issued in Euros applying the official exchange ratio of Euro and Litas as on the date when Credit was issued.
- 8.5. The Client can make payments by:
 - 8.5.1. transferring money to the Company's bank account indicated in Webpage;
 - 8.5.2. direct debit if the Client has entered into a direct debit agreement with the Bank or the Company or have given his permission to pay for the Company's services by direct debit;
 - 8.5.3. cash in Work points if the Company has such an option.
- 8.6. Making the Payment Client must specify his personal code in the payment details of the transfer order. If in the Payment received a personal code is missing or Client indicated the code incorrectly, it is assumed that the Client has not made the Payment until the additional info is received and the Payment is matched. Client agrees that for the purpose of processing Payments (crediting and debiting), as well as for carrying out direct debit agreement the Company will process the following Client's personal data: name, surname, personal identification number, account and / or card number, unique text of payment purpose, payment type, payment amount, date, payment document number, unique transaction archive number, Customer code in the payee information system, currency equivalent and other data It is imperative that the Company be used in the proper performance of its obligations under the Credit Agreement.
- 8.7. For the basis of calculation and Payments it is considered that the year is of 365 days.
- 8.8. All costs associated with the execution of Payments, with the exception of bank charges for crediting sums to the Company's bank account, are paid by the Client.
- 8.9. If the Instalments under the Credit Agreement are due, Payments received from the Client are primarily allocated for compensation of Loses and costs associated with the debt collection. In second row, payments are allocated to monthly Instalments starting from the oldest one.

- 8.10. The Client has the right to accomplish all or part of its obligations under the Credit Agreement at any time. Having done so, he is entitled to a reduction of the total Credit cost, which consists of interest and costs for the remaining repayment period. In order to use this right the Client must submit a written request to the Company to reduce the total cost of Credit and compensate the Company's direct costs acquired due to early repayment.
- 8.11. The Credit term may be extended and the repayment can be delayed according to the extension / delay rules and conditions listed on Webpage and Self-service interface.

9. **Responsibility**

- 9.1. The Client, thinking that the Company violated his rights or legal interests, has the right to apply for a violation of the rights to:
 - 9.1.1. Supervisory Authority, which carries out the Company's supervision and deals with complains for the potential violation of Consumer Credit Act;
 - 9.1.2. court;
 - 9.1.3. other state institutions or non-governmental organizations defending the rights of the consumers.
- 9.2. If the Client fails to fulfil the obligation to repay Instalments on time, he must compensate Losses to the Company. Losses are calculated for each day of delay from all the amount overdue applying the annual percentage rate specified in the Special terms and conditions. In this case, the Company no longer calculates Interest on the outstanding Credit amount, as the continued use of the outstanding Credit amount or part of it is compensated by the form of Losses compensation. No additional penalties or compensations for the financial default period apply, with the exception of procedure under the Paragraph 6.37 Section 2 of the Civil Code of the Republic of Lithuania when 5% annual interest on the amount awarded by the court until the judgment is fully complied within cases where the Client does not fulfil his obligations under the Credit agreement and the Company applies to the court for the award of the debt. In addition, if the Client delays to pay the Instalment up to 4 (four) days, he is exempt from the obligation to compensate Losses.
- 9.3. The Company shall be entitled to unilaterally terminate the Credit agreement and (or) require from the Client to immediately pay all outstanding amounts, compensate Losses and costs the Company experienced due to debt collection or administration, if at least one of the following conditions apply:
 - 9.3.1. The Client has failed to fulfil the requirements of General terms and conditions Paragraph 4.1.3 that had a crucial impact on the Credit agreement;
 - 9.3.2. Client has provided to the Company false data or other misleading information about himself and it had a crucial impact on the Credit agreement;
 - 9.3.3. the circumstances that may have a crucial impact on the creditworthiness of a Client are revealed (for example, the Client does not perform its duty to make instalments).
- 9.4. If the Client does not fulfil the requirements listed in Paragraph 9.3 of the General terms and conditions on time the Company calculates Losses for each delayed day from the total amount payable by a Client.
- 9.5. All costs the Company acquired by demanding the payments and administrating the debt are paid by the Client.
- 9.6. The Client is responsible for the security of the operations on his mobile phone, computer and software use.

- 9.7. The Company is not responsible for the consequences resulting from the Client's improper fulfilment of the Credit agreement paragraphs 4.1.6 - 4.1.8 and 9.6.
- 9.8. If the Client avoids to repay the Credit, Company has the right to take all legal measures to recover the debt: to use the services of debt recovery companies, to apply to the court, to transfer the awarded debt to bailiff to carry out, etc.
- 9.9. If the Company fails to fulfil the obligation to pay out the Credit or other payable amounts to the Client on time, the Company shall pay the Client 0,05% (five hundredths per cent) penalty for each delayed day of the overdue amount. Interest shall be calculated from the very first day of delay. If the company delays to fulfil its obligations until 4 (four) days, it shall be exempted from the obligation to pay penalty.

10. **Processing of personal data**

- 10.1. To assess Client's creditworthiness and to manage the debt, to identify the Client, to check / clarify Client's personal data, to perform the credit agreement the Client must provide personal data requested by the Company. If the Client declines to give his personal data, the Company will not be able to evaluate the Client's creditworthiness and manage debt, determine Client's identity, check / clarify the personal data of the Client, conclude and properly execute the Credit agreement.
- 10.2. The Company undertakes to ensure the security of Client's personal data. All employees and representatives of the Company are committed to protect the secret of Client's personal data. The Company undertakes to implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, alteration, disclosure, as well as against any other unlawful processing.
- 10.3. The Client, who believes that his personal data is being processed illegally, has the right to apply to the State Data Protection Inspectorate for protection of his violated rights.
- 10.4. The Company, when providing financial services, shall process the Customer's personal data for these purposes:
- 10.4.1. For purposes of credit assessment and debt management, the Company obtains and continues to process the following Customer Personal Data from the listed sources:
- 10.4.1.1. From the Client
name, surname, personal identification number, telephone number, e-mail address, bank account number, circumstances that may affect the customer's economic or financial situation or his ability to repay or pay the credit, other significant circumstances related to the Customer's financial position or ability fulfill obligations, financial obligations of the Customer and his / her family to financial institutions or other persons within a month, amount of debt of the Customer and his / her family (if any), circumstance whether the person is performing important public duties.
- 10.4.1.2. The Residential Register (managed by the Public Institution Centre of Registers):
personal code, name, surname, declared place of residence, date of declaration if the person is living abroad - country code, information about marital status and date of change, number of underage children, personal identification number, type of personal identity document, other identity document details.
- 10.4.1.3. from the State Social Insurance Fund Board under the Ministry of Social Security and Labour:
information about the employer, hiring and firing, the pursuit of economic or individual activities, received and assigned stable and occasional social benefits, income type,

sources and amounts, the type of social benefits, social insurance policyholder, the start and end of the period (deadline) of the social insurance.

10.4.1.4. from JSC "Creditinfo Lietuva":

name, surname, personal code, if the personal code is not given - personal data, information about liabilities and liabilities to credit and financial institutions, other legal and natural persons - credit rating, type of financial transaction, credit limit, credit amount, maturity, the performance period, the history of the obligations, the amount and the maturity of the debt

10.4.1.5. The banks and other credit institutions and financial companies, which are engaged in credit and (or) financial activities:

10.4.1.5.1 identity data and contact data: first name (s), surname, personal identification number (including any changes), place of residence, contact information (phone numbers, e-mail address), the data of personal documents, marital status, the number of dependents,

10.4.1.5.2 data on financial situation: information about the employer, place of work, the pursuit of economic and individual activities, income from these activities, other income (including received and assigned aperiodic and periodic payments of the state social insurance), income type and nature, declaration data of the income tax, held immovable and movable (including vehicles) property, property rights and their restrictions,

10.4.1.5.3 data on financial obligations and their fulfillment: applications data, the desired financial obligations, contracting parties, the type of credit rating and commitment, the amount (limit) of the commitment, the interest rate and the amount of other mandatory fees and costs, terms of repayment of obligations and their deadlines, the amount of delayed payment and term of the delay, other data on the execution of the commitments and data about previous financial commitments and their execution;

10.4.1.5.4. other Client's data and other information regarding the listed data.

10.4.1.6. From the Register of Disabled Persons and Persons with Disabilities (maintained by SE Central Mortgage Office):

name, surname, date of birth, gender, address of residence, date of registration in the Register (or information that the Customer is not included in the Register), identification number assigned to the person in the Register (if the Customer is registered in this Register).

10.4.1.7 From the Supervisory Authority and UAB Creditinfo Lietuva:

personal identification code, country code, name, surname, information on whether the person is / is not on the list of persons requested to be prevented from concluding consumer credit agreements.

10.4.2. For the purpose of Client identification and proper execution of the contract, receive and further process from the following sources this Client's personal data:

10.4.2.1. From the Client:

name, surname, personal identification number, bank account and / or payment card numbers, declared residence address, residential address, mobile phone number, e-mail address, telephone contact numbers, copy / photo of ID, facial image, identification the date and method, the video, the IP address from which the customer applied to identify him, the video, or the date the photo was taken.

10.4.2.2. The bank of the Client:

name, surname, personal code, bank account and / or payment card numbers, unique text of payment purpose, payment type, payment date, payment amount, payment document number, unique transaction archive number, customer code in the payee information system, currency equivalent.

10.4.2.3. The Residential Register (managed by the Public Institution Centre of Registers):

name, surname, personal identification code, address of the declared place of residence and the date of declaration if the person is living abroad - country code, information about the marital status and date of change, number of minor children, type of personal document, personal identification number, nationality.

10.4.2.4. From banks and other credit and financial institutions engaged in credit and / or financial activities as well as other obligated entities (as defined in the Law on Prevention of Money Laundering of the Republic of Lithuania):

name, surname, personal code, address of residence, telephone number, e-mail e-mail address, personal documents details.

10.5. The Client is informed that the Company transfers to a third party all the available Client personal data, including Client's name, surname, personal identification number, residential address, declared residential address, telephone numbers, cell phone numbers, e-mail addresses and other contact data, the numbers of bank accounts and (or) payment cards, size and deadline of the claim and its occurrence date, but not limited to, when:

10.5.2. The Company has transferred the obligations arising from the Credit agreement to that third party;

10.5.3. the Client's debt to the Company is transferred to that third party;

10.5.4. the third party taking over the claim by regress (subrogation);

10.5.5. otherwise transferring the rights and obligations arising from the Credit agreement or trading the Client's debts to the Company to the third party.

10.6. If the Client fails to satisfy the financial and (or) property obligations to the Company, the Company shall be entitled to provide the Client's personal data to JSC "Creditinfo Lithuania" (company code 111689163) before that informing the Client as provided in the law of the Republic of Lithuania, to other joint debtor data files managers, finance services providing businesses and institutions, telecommunications companies, debt management companies and all other third parties with a legitimate interest.

10.7. The Client is informed and acknowledges that the Company would transmit the data referred in article 10.4.1.4 to banks and other credit institutions and financial companies, which are engaged in credit and (or) financial activities, provided that they are requesting the data for the purpose of assessing creditworthiness and debt management.

10.8. If the Client, by signing a Credit agreement, agrees, the Company for the purpose of direct marketing has the right to manage the following Client's personal data: name, surname, date of birth, address for correspondence, phone number, contact phone number, e-mail address.

10.9. If the Client, by signing the Credit Agreement, agrees to the disclosure of his personal data referred in 10.8 for direct marketing purposes the Company has the right to disclose that data to a third party, if the Company will inform the Client to whom and for what purposes this would be done.

10.10. If the Client, by signing the Credit Agreement, agrees, the Company is entitled to receive the Client's personal data referred in article 10.8, for direct marketing purposes from a

third party who has the right to process Client's personal data for direct marketing purposes, only if a third party will inform the Client about the purposes for which the Client's personal data will be submitted to the Company before disclosing the data to it.

- 10.11. The Client agrees that his personal data, listed in the General Conditions under the articles 10.4, 10.5, 10.8, would be provided to recipients in the European Union and non-European Union Member States.
- 10.12. The Client acknowledges that he was aware of the fact that he
 - 10.12.1. have the right to know (be informed) about the processing of their personal data;
 - 10.12.2. has the right, confirmed his identity, access his personal data and how it is processed, this means to obtain the following information: the types of personal data and sources it is collected from, the purpose for which it is processed and disclosed;
 - 10.12.3. have the right to demand the rectification, erasure of your personal data (right to be forgotten) or to restrict the processing of your personal data, except for storage where the data is not being processed in accordance with the 2016 Regulations. April 27 Regulation (EU) 2016/679 of the European Parliament and of the Council or other laws;
 - 10.12.4. have the right to obtain personal data relating to him which he has provided to the Company in a systematic, customary and computer readable format and to transfer such data to another data controller (right to data portability);
 - 10.12.5. has the right, without giving reasons, to object his personal data being processed for direct marketing purposes;
 - 10.12.6. has the right, indicating the reasons for refusal and the respective data, to object his personal data being processed for the legitimate interest pursued by the Company or by a third party to whom the personal data is disclosed;
 - 10.12.7. have the right not to be subject to a decision based solely on automated data processing, including profiling, which produces legal effects or has a significant effect on it, unless the decision is necessary for the conclusion or performance of the contract, is permitted under the laws of the European Union or the Republic of Lithuania and is based on the Customer's express consent.
- 10.13. Disagreement on the processing of personal data, as well as the requirement for correction or destruction of personal data or suspend the processing of personal data the Client can express in writing through self-service system or verbally, by going to the Company and providing his personal document.

Customer confirms that it is familiar with the Company's Privacy Policy, which contains detailed information regarding the processing of Customer's personal data or any other data the Company may collect about Customer. The Policy is submitted for Customer's approval upon registration and is also posted on the Company's Website.

11. The Credit agreement validity, expiry or termination

- 11.1. The Credit agreement shall take effect on the signing of the General Conditions and shall be valid for an unlimited period.
- 11.2. The Credit agreement may be amended by the separate agreement concluded between the Parties.
- 11.3. Client without giving any reason may withdraw from the Credit agreement:
 - 11.3.1. by written notice to the Company no later than fourteen (14) days from the date of the conclusion of the Credit agreement or the date on which the Client got the Credit agreement conditions and information, if that date is later than the date of the Credit agreement. In this case the Client no later than thirty (30) calendar days from the date

of notification of withdrawal from the the Credit agreement is sent has to return the Company's credit and Interest accrued from the date the Credit was paid to Credit recovery date. The interest will be calculated according to the Interest rate provided in the Special Conditions. In case of withdrawal, Company does not have the right to receive any other compensation from the Client, excluding the compensation for non-refundable fees paid to public administrative institutions.

- 11.3.2. by written notice to the Company no later than two (2) business days after receiving the Credit, if the Credit agreement does not contain all the required information or if the information specified in the credit agreement is misleading and it had a material impact on the Client's decision to conclude the Credit agreement, which he in other circumstances would not have concluded. In this case, the Client is obliged to repay the Credit, but is not required to pay the cost of credit, Losses or other additional charges. If a Client reported about a withdrawal from the Credit agreement after more than 2 (two) working days from receiving the Credit, the Client must pay the Company's Credit and Interest accrued from the date he received the Credit, to Credit recovery. The Interest will be calculated in accordance with Article 11.3.1.
- 11.3.3. Cooling-off period includes 2 (two) calendar days after the Credit was received. The Client in order to exercise the right of withdrawal during the Cooling-off period, before the end of this period, notifies the Company and returns the Credit amount to it. In that case, the Client is not required to pay the cost of credit, Losses or other additional charges. If during the Cooling-off period the Client exercises his right of withdrawal, Articles 11.3.1 and 11.3.2 above shall not apply.
- 11.4. Client has the right to unilaterally terminate the Credit Agreement by a written notice to the Company at least 5 (five) working days before:
 - 11.4.1. if the Company has violated the essential conditions of the Credit agreement and within five (5) business days after notification of the termination of the Credit agreement did not eliminate the infringement;
 - 11.4.2. at any time, subject to paying the amount of Credit sum, cost, Losses and other payables under the Credit Agreement.
- 11.5. If the Client terminates the Credit agreement on the basis of article 11.4.1, the Client is obliged to repay the Credit, but is not required to pay the cost of credit, Losses and (or) other charges.
- 11.6. The Company has the right to terminate the Credit agreement and / or demand repayment of all the Credit before the deadline when all the following conditions are met:
 - 11.6.1. The Client is informed about overdue payments in a durable medium of a written notice;
 - 11.6.2. Payment overdue for more than one month and the amount is not less than 10 per cent of the outstanding amount of the Credit or payment is overdue for more than three consecutive months;
 - 11.6.3. overdue payment has not been covered by the Client during the two weeks of delivery of additional written notification in a durable medium.
- 11.7. Company has the right to terminate the Credit agreement after notifying the Client 5 (five) working days before, if there is at least one of the following conditions:
 - 11.7.1. The Client fails to fulfill or improperly fulfills credit contractual obligations beyond the obligation to pay contributions, and this is a fundamental violation of the Credit agreement;

- 11.7.2. Client has supplied incorrect, inaccurate and (or) knowingly false information about himself or concealed the information without which the Company could not properly evaluate the Client's creditworthiness, and it may have material effect to the obligations under Credit agreement;
- 11.7.3. the circumstances that may have a material adverse effect on the creditworthiness of a Client have appeared;
- 11.8. Credit Agreement may be terminated by mutual agreement.
- 11.9. If the Credit agreement is terminated by articles 11.7.2 and 11.6 of General Conditions, the Client after the termination of the Credit agreement must pay the total amount paid by a Client, Losses and expenses that the Company incurred demanding to pay the debt and the management of it. If the Client fails to fulfill obligations established in this article, for each day of delay, Losses are calculated from the overdue total amount paid by a Client.
- 11.10. Upon termination of the Credit agreement, the price of Credit cost and Losses are calculated under the procedure provided in Article 9.2 of the General Conditions. Termination of the Credit agreement also does not affect the validity of the terms of the Credit agreement, if the following conditions remains in force after the termination of the Credit agreement.

12. **Final Provisions**

- 12.1. The Company till the conclusion of the Credit agreement with the Client is guided by the laws of Republic of Lithuania.
- 12.2. The Parties confirm that the Credit agreement signing by electronic channels laid down in General conditions in Chapter 5 is acceptable to them and in this way the signed documents are equivalent to the written form documents signed under a valid electronic signatures.
- 12.3. The disputes arising from the Credit agreement are resolved by negotiations between the Parties. If the Parties fail to agree, the dispute is settled in court in accordance within the laws of the Republic of Lithuania according to Client's location. If the Customer's place of residence is outside the Republic of Lithuania, the dispute shall be settled in Vilnius City Court.
- 12.4. Any notifications of the Parties from each other must be in writing. The Parties agree that messages sent to the other party by e-mail or SMS are equivalent to the written form of communication.
- 12.5. Notice to the Client shall be considered duly sent if sent by mail, e-mail or mobile phone number indicated by the Client to the Company entering into a Credit agreement or connected to the Self-service interface. Sent messages deemed to be received:
 - 12.5.1. 5 (five) calendar days after they are sent by mail or e-mail;
 - 12.5.2. two (2) calendar days after they are sent by SMS.
- 12.6. The Client cannot claim not received messages sent by the Company if he did not inform about his e-mail address or mobile phone number change and the Company sent a message to the Client's last known e-mail address or mobile phone number.
- 12.7. The Client agrees that the Company would send notifications using automated calling systems without any human intervention and fax.
- 12.8. The Parties agree that if the Company transfers the obligations arising from the Credit agreement to a third party, notification about the transfer is considered valid if the notice was sent in accordance with Paragraph 12.2.

- 12.9. The Client confirms that before the conclusion of the Credit agreement he received detailed information about the Company's services in Lithuanian language.
- 12.10. The Parties agree that all the communications during the execution of the Credit agreement will be made in the Lithuanian language.