

LOAN AND COLLATERAL AGREEMENT NO. L03082021/0154

03.08.2021, in Tallinn

## Lender:

Name: MOGO OÜ

Registration code: 12401448

Location: Pärnu mnt 102b, 11312 Tallinn Bank: AS SEB Pank

Account number: EE911010220221503224 Representative: Anne Sošenko

E-mail: info@mogo.ee Phone: +372 6 888 200

hereinafter also referred to separately as the Party and together as the Parties,

## Borrower:

First and last name:

Identification code:

Residence:

Bank:

number:

Email:

Beneficiary:

has entered into this Loan and Collateral Agreement (hereinafter the **"Agreement"),** which consists of the following special terms and conditions (hereinafter the **"Special Terms and Conditions"),**

The list of terms used in the Agreement (hereinafter referred to as "Definitions"), the Loan Agreement (hereinafter referred to as the **"Loan Agreement"),** the Collateral Agreement (hereinafter

**"Collateral Agreement")** and general provisions (hereinafter "General Provisions").

# 1. SPECIAL TERMS AND CONDITIONS

1. Loan amount
2. Disbursement details
3. Interest rate:
4. Loan period:
5. Number of payments:
6. Scheduling method:
7. Schedule:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Payment deadline | The balance of the loan principal | Principal payment | Interest payment | Total payment |
| 1 | x | x | x | x | x |
| 2 | x | x | x | x | x |
| 3 | x | x | x | x | x |

1. Contract fee:
2. Total cost of credit:
3. Annual percentage rate of charge
4. Collateral for performance of the Agreement:
5. Collateral details:

# DEFINITIONS

In all parts of this Agreement, the following terms are used in capital letters in the Special Terms Conditions and/or the Terms given in this Part have the following meanings:

1. Special Terms and Conditions are the special terms and conditions of the Agreement concluded between the Parties, which apply to both the Loan Agreement and the Collateral Agreement;
2. The Schedule is the Schedule of repayments and interest payments of the principal part of the Loan provided for in clause 7 of the Special Terms and Conditions;
3. The Loan is the amount specified in clause 1 of the Special Terms and Conditions, which the Lender undertakes to lend to the Borrower on the basis of the Loan Agreement;
4. The total cost of the Credit is the total amount of payments made by the Borrower from all consumers to repay the Loan and to cover the total cost of the Credit, consisting of the principal payments of the Loan, interest payments, and the Contract Fee;
5. The annual percentage rate of charge is the total cost of the credit from the consumer to the Borrower, expressed as an annual percentage of the amount of credit drawn;
6. **The Loan Agreement** is the general terms and conditions of the Loan Agreement entered into between the Parties, to which the Special Terms and Conditions, Definitions, and General Provisions of the Agreement apply;
7. **The Agreement** is this document of the Loan and Collateral Agreement, which consists of the Special Terms and Conditions, Definitions, the Loan Agreement, the Collateral Agreement, and the General Provisions;
8. **The Contract Fee** is the fee provided for in clause 8 of the Special Conditions for concluding the Agreement, as well as other fees applicable on the basis of the Lender's price list for amending the Agreement or the like;
9. The Party or Parties shall be the Borrower and/or the Lender, respectively, separately or jointly, the data of which is fixed in the header of the Agreement;
10. Collateral is a motor vehicle or other movable property entered in the state register in order to secure the Lender's claims arising from the Loan Agreement on the basis of the Collateral Agreement;
11. **The Collateral Agreement** is the general terms and conditions of the Collateral Agreement entered into between the Parties to secure the Lender's claims arising from the Loan Agreement, to which the Special Terms, Definitions and General Provisions of the Agreement apply;
12. The General Provisions are the general provisions of the Agreement concluded between the Parties, which apply to the Special Conditions, the Loan Agreement, and the Collateral Agreement.

# LOAN AGREEMENT

* 1. **Object of the Agreement**
		1. On the basis of the Loan Agreement and under the conditions provided therein, the Lender undertakes to provide the Borrower with a loan in the amount specified in clause 1 of the Special Terms and Conditions, i.e., the Loan and the Borrower undertakes to repay the Loan in accordance with the conditions provided in the Loan Agreement. The Loan is issued and repaid in euros.
		2. The Special Terms and Conditions, Definitions, and General Provisions of the Agreement and any annexes to the Loan Agreement apply to the Loan Agreement.
	2. Borrower's declarations
		1. The Borrower declares that:
			1. The conclusion of the Agreement is not in conflict with any legal norm applicable to the Borrower or with any agreement or other agreement or obligation binding on the Borrower;
			2. he/she has provided the Lender with truthful and up-to-date information on his/her contact details and other information requested by the Lender, including all information necessary to assess his/her financial position and payment behavior, and the information or the documents provided by the Borrower to the Lender in this regard are true, relevant and reflect the actual situation;
			3. he/she has been given an opportunity to ask questions himself/herself, and the Lender has provided him/her with sufficient explanations to enable him/her to assess whether the Agreement meets his/her needs and financial situation;
			4. Prior to concluding the Agreement, the Lender has explained to him/her the essential terms and conditions of the Agreement and the risks related to the conclusion of the Agreement and the consequences of non-performance of the obligations arising from the Agreement (among other things, that in case of breach of the Agreement, the Lender has the right to use legal remedies against the Borrower, including to demand interest on arrears in case of delay in payment, to cancel the Loan Agreement and to realize the Collateral), he/she has understood the given explanations, has read the terms and conditions of the Agreement with sufficient attention and has made an independent decision to enter into the Agreement on the terms and conditions set forth therein;
			5. The Lender has provided the European Consumer Credit Standard Information Sheet and other information concerning the Agreement within a reasonable time prior to the conclusion of the Agreement, he/she has read the information provided, and this information is comprehensible to him/her;
			6. he/she is aware of the consequences of violating the requirements for the prevention of money laundering and terrorist financing (including the Lender'sfailure to provide or incomplete information required in connection with the prevention of money laundering and terrorist financing), including the fact that the Lender has the right to terminate the Loan Agreement;
			7. all terms and conditions of the Agreement have been negotiated between the Parties, and the Borrower has had a reasonable opportunity to influence each term of the Agreement concerning his/her rights or obligations; the terms and conditions are reasonable and correspond to the actual will of the Borrower.
	3. Loan disbursement

The Lender undertakes to disburse the Loan within 2 (two) business days after the arrival of all of the following conditions:

* + 1. The Parties have entered into a Collateral Agreement, the Lender has acquired ownership of the Collateral, and the Lender has been entered in the relevant national register as the Collateral Holder on the basis of the Collateral Agreement, and
		2. The Borrower has paid the Contract Fee if the Contract Fee is to be paid in accordance with clause 6 of the Loan Agreement, and
		3. The Lender and a third party have entered into a surety agreement to ensure compliance with the Lender's requirements arising from the Loan Agreement if the conclusion of the surety agreement is as provided for in clause 11 of the Special Terms and Conditions.

3.2. The Lender shall disburse the Loan to the Borrower in accordance with the provisions of clause 2 of the Special Terms and Conditions. The Parties may agree in the Special Terms and Conditions that the Loan shall be disbursed to the Borrower in such a way that the money is transferred to a third party appointed by the Borrower to perform the Borrower's obligations.

* 1. Loan repayment
		1. The Borrower undertakes to return the Loan to the Lender together with interest in accordance with the Schedule agreed in the Special Terms and Conditions. The Borrower undertakes to make all payments under the Loan Agreement on the basis of the Schedule and at the time and in the amount specified therein.
		2. Payments due shall be deemed paid upon receipt thereof by the Lender's current account specified in the header of the Agreement. Upon making a single payment, the Borrower is obliged to enter the Agreement number in the box of the explanation of the transfer. If this condition is not met, the Lender has the right to deem payment not received until the identification thereof.
		3. If the Borrower is obliged to pay different amounts arising from the Loan Agreement at the same time, the payments made by the Lender to collect the debt shall be covered in the first instance, then the amount of the principal payments of the Loan not repaid on time, then unpaid interest and, finally, default interest, contractual penalties and other possible claims of the Lender against the Borrower arising from the Loan Agreement in the order in which they become recoverable.
		4. The Borrower has the right to repay the Loan or part thereof at any time by notifying the Lender at least 3 (three) business days in advance in a written form or in a form enabling reproduction in writing (including by e-mail) by submitting an application reflecting the Agreement number, the date of early repayment of the Loan and the repayable principal amount of the Loan. If the Borrower repays the entire outstanding principal of the Loan and fulfills all other obligations that become due upon the Termination of the Loan Agreement (including accrued interest and interest on arrears and other obligations arising from the breach of the Loan Agreement and other possible obligations), the Loan Agreement shall be deemed terminated. If the Borrower repays the principal of the Loan only in part, the Loan Agreement shall continue to apply under the current conditions, taking into account the repaid amount.
	2. Interest and interest for delay
		1. The Borrower shall pay to the Lender interest on the Loan at the rate provided in clause 3 of the Special Terms and Conditions, which shall be calculated on the outstanding part of the Loan for each day from the Loan disbursement date (inclusive) until the last repayment date after the Loan Agreement (excluding). Interest is calculated on the basis of a 30-day month and a 360-day year.
		2. The Borrower shall pay the accrued interest to the Lender in accordance with the provisions of the Schedule.
		3. If the Borrower fails to make any payments due on time, he/she shall pay interest on the amount due at a rate corresponding to the interest rate applicable to the Loan.
		4. The Lender warns that if the Borrower fails to repay the Loan repayments, interest payments, and/or other payments provided for in the Agreement on time and in full, the Lender may exercise other rights provided by law and the Agreement in addition to claiming interest on arrears, depending on the breach, among other things, take possession of the Collateral, cancel the Loan Agreement and realize the Collateral (incl. demand compensation of the related costs by the Borrower), to demand reimbursement of debt collection costs, to file an action in court and to demand reimbursement of court costs, to use the services of third parties for debt collection and to obtain possession of the Collateral (incl. to demand reimbursement of related costs by the Borrower).
	3. Fees
		1. The Borrower undertakes to pay the Lender the Contract Fee in the amount specified in clause 8 of the Special Terms and Conditions.
		2. Unless otherwise provided in the Special Terms and Conditions, the Borrower undertakes to pay the Contract Fee as a separate payment to the Lender's bank account within 2 (two) business days from the date of concluding the Loan Agreement.
		3. In special conditions, the Parties may agree that the Contract Fee shall be added to the principal amount of the Loan. In such case, the Borrower undertakes to pay interest on the Contract Fee at the rate applicable to the Loan, and the Contract Fee payable shall be added to the repayable principal amount of the Loan, which shall be paid together with interest pursuant to clause 4 of the Loan Agreement.
	4. Securing the Loan Agreement
		1. In order to secure all claims of the Lender arising from the Loan Agreement, a Collateral Agreement is entered into between the Parties, on the basis of which the Collateral provided in the Collateral Agreement is granted to the Lender. The conditions for granting and realizing the Collateral are set out in the Collateral Agreement.
		2. Entering into a Collateral Agreement and registering the Lender as the Collateral owner is a prerequisite for disbursing the Loan.
		3. In addition to the provisions of clause 7.1 of the Loan Agreement, other Collaterals specified in clause 11 of the Special Terms Conditions shall be provided to the Lender. In addition, the Lender may enter into additional agreements with the Borrower or third parties to secure the Lender's claims arising from the Loan Agreement.
	5. Rights and Obligations of the Borrower
		1. In addition to other obligations provided in the Loan Agreement, the Borrower undertakes:

* + - 1. to pay all costs related to the performance of the Loan Agreement, including costs related to the payment of payments under the Loan Agreement and securing the Loan Agreement, as well as costs related to debt collection and court costs related to resolving disputes arising from the Loan Agreement, unless otherwise provided by legislation. The Borrower shall pay for the reminder letters sent for the obligation that has become collectible in the amounts provided for in § 113-2 of the Law of Obligations Act;
			2. in the performance of its obligations, not to give preference to the Borrower's other creditors of the Borrower, unless otherwise provided by law, and to ensure at all times that hos/her obligations under the Loan Agreement are equivalent to all other obligations of the Borrower at the time of entry into force of the Agreement, except for those that are obligatorily preferred pursuant to the law;
			3. duly comply with all the terms and conditions of the Collateral Agreement entered into to secure the Loan Agreement. The Parties have agreed, and the Borrower has understood that the breach of the Borrower's obligations arising from the Collateral Agreement shall also be considered a breach of the Loan Agreement, which entitles the Lender to use all legal remedies arising from the breach of the Loan Agreement;
			4. to take all necessary steps to ensure that the Collaterals provided under the agreements entered into to secure the claims arising from the Loan Agreement are sufficient to secure the claims arising from the Loan Agreement at all times, inter alia, in the event of a significant decrease in the value of the Collateral, replace the Collateral with the equivalent Collateral or create additional Collateral to secure the claims arising from the Loan Agreement. The Lender shall decide on the adequacy, impairment, and adequacy of new Collaterals provided on the basis of agreements entered into to secure the claims arising from the Loan Agreement;
			5. to notify the Lender immediately, but not later than within 3 (three) working days, in writing or in electronic form of the following circumstances:
				1. Changes in the contact and/or personal data (incl. residence and/or postal address, e-mail address, telephone number, bank details, etc.) submitted to the Lender upon concluding the Loan Agreement;
				2. Submission of a bankruptcy petition, the appointment of a temporary trustee in bankruptcy, declaration of bankruptcy, and initiation of enforcement proceedings against the Borrower or the person securing the obligations arising from the Loan Agreement;
				3. any circumstances that reduce the solvency of the Borrower or the person securing the obligations arising from the Loan Agreement or prevent or otherwise render impossible the performance of the Borrower or the person securing the obligations arising from the Loan Agreement in accordance with the terms of the Loan Agreement or the corresponding Collateral Agreement.
			6. At the request of the Lender, within 3 (three) business days of receiving the respective request from the Lender, to provide the Lender with information on his/her financial situation, the situation and value of Collaterals provided on the basis of agreements entered into to secure claims arising from the Loan Agreement or other circumstances concerning the performance of the Loan Agreement.
		1. The Borrower has the right to request from the Lender at any time during the term of the Loan Agreement the Schedule of Loan Repayments to be made on the basis of the Loan Agreement, in which the repayment term of the principal amount is determined.
		2. The Borrower has the right to apply for the extension of the term of the Loan Agreement by 1 (one) month if he/she pays in advance all interest accrued during the initial repayment term of the Loan. The Lender shall decide on the application at his/her own discretion and shall notify the Borrower of the approval or rejection of the application, at least in a form that can be reproduced in writing. If the Lender rejects the application, the Borrower undertakes to repay the Loan within the term initially agreed in the Loan Agreement.

## Withdrawal from the Loan Agreement

* + 1. If the preconditions for disbursement of the Loan are not fulfilled no later than within 14 (fourteen) days after the entry into force of the Loan Agreement, the Lender has the right to withdraw from the Loan Agreement.
		2. The Borrower has the right to withdraw from the Loan Agreement within 14 days of the entry into force of the Agreement.
		3. If the Loan amount has been paid to the Borrower prior to withdrawal from the Loan Agreement, the Borrower undertakes to return to the Lender immediately, but not later than 30 days after the withdrawal application the principal of the Loan and the interest accrued thereon from the disbursement of the Loan to the Borrower until the repayment of the principal of the Loan at the rate applicable to the Loan, otherwise, the Borrower shall be deemed not to have withdrawn from the Loan Agreement.

## Termination of the Loan Agreement

* + 1. Loan Agreement terminates when the principal amount of the Loan has been returned to the Lender in full, and the accrued interest has been paid in full, and the Borrower has fulfilled all other financial obligations to the Lender arising on the basis of the Loan Agreement.
		2. The Lender has the right to cancel the Loan Agreement extraordinarily and immediately for good reason. Immediate cancellation need not be notified by the Lender in advance unless otherwise provided in this clause. The following, in particular, but not limited to, shall be deemed to be a valid ground for immediate cancellation:
			1. The Borrower has not fully or partially duly paid three consecutive payments under the Loan Agreement and has not paid the indebtedness within the additional term of at least two weeks provided by the Lender, which was given together with a statement by which the Lender informed that in case of non-payment of the payments under the Loan Agreement within the additional term, he/she shall cancel the Loan Agreement and demand payment of the entire amount due;
			2. The Borrower or a third party has provided false information to the Lender during the pre-contractual negotiations or in other documents related to the agreements entered into to secure the claims arising from the Loan Agreement or has failed to provide information known to him/her concerning the performance or Collateral of the Loan Agreement (including data concerning the Collateral or if the Borrower knowingly failed to provide the information necessary for the assessment of creditworthiness or falsified the information provided to the Lender);
			3. The Borrower has not duly fulfilled one or more of the notification obligations provided in clause 8.1.5 or 8.1.6 of the Loan Agreement;
			4. Cancellation of the Collateral Agreement or other Agreement referred to in clause 11 of the Special Terms and Conditions or termination on any other basis, or if the Lender becomes obliged on any legal basis to return the ownership of the Collateral to the Borrower prior to the full performance of the Loan Agreement;
			5. Significant breach by the Borrower or a third party of one or more obligations arising from the Collateral Agreement or other Agreement referred to in clause 11 of the Special Term and Conditions;
			6. The Lender has reasonable grounds to believe that the Collaterals provided on the basis of the agreements entered into to secure the claims arising from the Loan Agreement do not sufficiently secure the Lender's claims arising from the Loan Agreement, inter alia, a decrease in the value of the Collateral or the occurrence of an insured event in relation to the relationship, as well as the commencement of bankruptcy or enforcement proceedings against the guarantor;
			7. A reduction in the Borrower's solvency that jeopardizes the Borrower's ability to perform the Loan Agreement properly or renders the relationship impossible, inter alia, the commencement of bankruptcy or enforcement proceedings against the Borrower;
			8. The Borrower has not provided the Lender with the information requested by the Lender in connection with the prevention of money laundering and terrorist financing, or the Lender has a suspicion that the Borrower's activities are related to money laundering and terrorist financing;
			9. The Borrower fails to properly perform the obligations arising from other agreements entered into with the Lender;
			10. breach of any other obligation of the Borrower arising from the Loan Agreement, if the Lender, after becoming aware of the breach, has given the Borrower a reasonable term to remedy or eliminate the breach and the breach has not been remedied or eliminated within the specified time, unless the granting of an additional term is not necessary pursuant to subsection 196 (2) of the Law of Obligations Act;
			11. other basis provided by law.

## Borrower's liability

* + 1. In each case provided for in clauses 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.8, 10.2.9, or 10.2.10 of the Loan Agreement, the Lender has the right to demand a contractual penalty from the Borrower (with or without cancellation of the Loan Agreement) for each case. up to 500 euros, unless the Agreement provides for another amount of contractual penalty for breach of a specific obligation. The Borrower must pay the contractual penalty within 5 (five) business days of the submission of the respective claim by the Lender. Payment of the contractual penalty does not release from the performance of the obligation. In addition to the contractual penalty, the Lender has the right to demand compensation for damage to the extent that it is not covered by the contractual penalty.

## Assignment of claims and defaults

* + 1. The Lender has the right in any form to assign any financial claims arising from the Loan Agreement against the Borrower in part or in full to an unlimited number of third parties and in connection therewith:
			1. in order to assign the claim, the Lender may disclose to potential acquirers of the claims and other third parties in any manner and form, inter alia, the following information: Borrower's income (salary, etc.), expenses, credit history (including payment defaults), age, gender and place of residence; details of the Collateral set to ensure compliance with the requirements arising from the Loan Agreement (including the make, model, color, fuel, year of issue, engine power, mileage, value, photograph, etc. of the Collateral provided to the Lender under the Collateral Agreement); as well as the terms and conditions of the Loan Agreement (including the Loan amount, interest rate and the Loan period). The Lender shall not disclose the Borrower's name, personal identification code, telephone number, e-mail address, photograph, or the registration number of the Collateral in the manner described above;
			2. the Lender has the right to transfer the documents related to the claim or their copies to the acquirer of the assigned claim (incl. the Agreement and additional documents and the Borrower's personal data that the Lender has regarding the Borrower in connection with the Agreement and other related documents);
			3. the Lender has the right (but not the obligation) to remain the acquirer's representative in relations with the Borrower in accordance with the Agreement entered into with the claim acquirer (among other things, to receive payments from the Borrower on behalf of the acquirer). Unless otherwise notified by the Lender to the Borrower, the Borrower shall make the payments provided for in the Loan Agreement to the Lender;
			4. the acquirer of the claim arising from the Loan Agreement has rights equivalent to the rights of the Lender set forth in clauses 12.1 and 12.2 of the Loan Agreement after the acquisition of the claim, and the Borrower hereby consents to the exercise of these rights by the acquirer of the claim.
		2. The Lender has the right to notify the persons engaged in the disclosure of data to third parties in order to enable the assessment of creditworthiness or for other similar purposes, and the respective person has the right to register in the respective (payment default) register the breach of the Borrower's payment obligation arising from the Loan Agreement (disclosing, inter alia, the Borrower's name, personal identification code and amount and basis of debt) and publish it in the relevant (payment default) register.

# COLLATERAL AGREEMENT

* 1. Collateral
		1. On the basis of the Collateral Agreement, the Lender acquires a motor vehicle or other movable property (Collateral) provided for in clause 12 of the Special Terms and Conditions in order to secure the claims arising from the Loan Agreement.
		2. Right of ownership of the Collateral shall be transferred from the Borrower to the Lender by signing the Collateral Agreement, if the ownership of the Collateral belongs to the Borrower upon signing the Collateral Agreement. If the ownership of the Collateral does not belong to the Borrower upon signing the Collateral Agreement, the ownership of the Collateral shall transfer from the Borrower to the Lender immediately after the Borrower acquires the ownership of the Collateral, ie.
		3. The Borrower undertakes immediately, but not later than within 2 (two) business days after signing the Collateral Agreement:
			1. to register the Lender in the relevant national register as the Collateral Owner (unless the Lender has authorized a third party to do so), and
			2. to register the Borrower in the relevant national register as the responsible user of the Collateral.

After making the respective registrations, the Borrower shall immediately notify the Lender of the making of the registrations and, upon the Lender's request, shall immediately submit to the Lender the original or a copy of the registration certificate.

* + 1. The Lender and the Borrower have agreed that from the receipt of the Collateral from the Seller, the Borrower shall remain in the direct possession of the Collateral.

The Borrower also bears the risk of accidental destruction and damage to the Collateral and is liable for any negative consequences arising from the possession and use of the Collateral, regardless of the legal basis for such liability (incl. the Borrower bears the responsibility for managing the source of the greater risk and must indemnify the Lender for any claims made by third parties against the Lender due to the Borrower's actions or omissions). The Lender shall retain at least indirect possession of the Collateral for at least the duration of the Collateral Agreement.

* + 1. Upon full performance of all possible obligations of the Borrower set forth in clause 2.1 of the Collateral Agreement, the Lender undertakes to return the Collateral to the Borrower and make it possible to enter the borrower in the relevant national register as the Collateral Owner, unless the Lender has the right to retain ownership of the Collateral on the basis of another legal relationship between the Parties.
		2. For the sake of clarity, the Parties have agreed that the realization of the Collateral to satisfy the claims secured by the Collateral is a right and not an obligation of the Lender. The Lender has the right to waive the Collateral at any time by returning the ownership of the Collateral to the Borrower. The Parties have agreed that in order to return the ownership of the Collateral to the Borrower, the Lender shall make a statement of intent (notice) at least in a form that can be reproduced in writing, in which the Lender notifies of the transfer of the Collateral ownership to the Borrower. The Borrower hereby gives his/her irrevocable consent to the acceptance of the Collateral in the event that the Lender submits to the Borrower the statement of intent referred to in the previous sentence. Ownership of the Collateral shall be deemed to have been transferred from the Lender to the Borrower by making a declaration of intent made by the Lender indicated in this clause.

The Borrower hereby authorizes the Lender to represent the Borrower in the relevant state register (including the traffic register) upon registration of the Borrower as the owner of the Collateral. After making the respective registration, the Lender shall immediately notify the Borrower of the registration.

* 1. Claims secured by the Collateral
		1. The Collateral secures all the Lender's claims against the Borrower arising from the Loan and Collateral Agreement (for the sake of clarity: upon assignment of the aforementioned claims, the claims of the acquirer of the claim are also secured in the part assigned by the Collateral). Among other things, the Collateral secures the following claims:
			1. Payments of the principal amount of the Loan, interest, Contract Fee, and any other payments payable under the Loan Agreement;
			2. Claims arising from the breach of the Loan or Collateral Agreement, including default interest, contractual penalties, and damages, as well as compensation of claims filed by third parties against the Lender due to the Borrower's actions or omissions;
			3. Claims arising as a result of withdrawal, cancellation, or invalidity (i.e., both nullity and cancellation) of the Loan Agreement;
			4. Amounts to be reimbursed or paid by the Borrower to the Lender on the basis of the Collateral Agreement, including the costs of claiming direct possession of the Collateral and its provisions, costs of parking the Collateral, costs of evaluating the Collateral and selling the Collateral;
			5. Claims for reimbursement of costs (including legal aid and other procedural costs) related to the collection of obligations arising from the Loan or Collateral Agreement from the Borrower.
		2. In addition to the provisions of clause 2.1 of the Collateral Agreement, the Collateral also secures the obligations of the Borrower which the Borrower has entered into with the Lender for the purpose of replacing the obligations arising from the Loan or Collateral Agreement, including if the Borrower has acknowledged the obligations arising from the Loan or Collateral Agreement by issuing a debt certificate, entered into a compromise with the Lender or acknowledges obligations in any other form.

## Borrower's declarations

* + 1. By signing the Collateral Agreement, the Borrower confirms its firm belief that:
			1. The Collateral is not encumbered with any rights of third parties (including limited real rights or usage agreements);
			2. The Collateral is in a technically good condition (incl. driving condition), and it does not have any defects that have not been notified to the Lender;
			3. The Collateral meets the requirements set out in the legislation, is in completeness, enabling its use and disposal (including documents certifying the right of ownership and warranty and its conditions and instructions for use) at the latest upon registration of the Lender in the relevant national register as the Owner of the Collateral and has always passed the valid national technical inspection (national technical inspection) on time;
			4. The Collateral has not been damaged in any way since the last state technical inspection or inspection of the technical condition, and the Collateral has not been involved in a traffic accident or, if the above conditions are not met, all failures and damages have been remedied and the condition of the Collateral has been restored to a condition at least equal to the condition that the Collateral was at the time of the last national technical inspection or inspection of the technical condition;
			5. The Borrower has provided the Lender with all relevant information on the condition of the Collateral and the information provided or the documents provided by the Borrower to the Lender in this regard are true and reflect the actual situation;
			6. The Borrower is aware of the fact that the validity of the Collateral Agreement and the correct performance of the Borrower's obligations provided therein is a prerequisite for the continued validity of the Loan Agreement, and a breach of the obligations set out in the Collateral Agreement also constitutes a breach of the Loan Agreement, which gives the Lender, among other things, the right to cancel the Loan Agreement.

## Rights and Obligations of the Borrower

* + 1. In addition to other obligations set forth in the Collateral Agreement, the Borrower undertakes:
			1. pay all costs relating to the performance of the Collateral Agreement, among other things, costs and expenses related to the transfer of ownership of the Collateral, registration, and change of the registry data, insurance, and technical inspections, among other things, state fees and other fees, as well as the costs related o the sale of the Collateral (inter alia, the cost of the obtaining of the direct ownership of the Collateral, the valuation and transfer of the Collateral, including repair and cleaning costs, parking costs and brokerage and other fees related to the sale) and legal costs related to the settlement of disputes arising from the Collateral Agreement. Regardless of the basis on which the Lender is entitled to obtain direct possession of the Collateral, the Borrower shall pay the costs incurred by the Lender to obtain direct possession of the Collateral, parking costs for the Collateral, and costs related to the sale of the Collateral in accordance with the Lender's price list;
			2. duly comply with all the terms and conditions of the Loan Agreement secured by the Collateral Agreement. The Parties have agreed, and the Borrower has understood that the breach of the Borrower's obligations arising from the Loan Agreement shall also be considered a breach of the Collateral Agreement, which entitles the Lender to use all legal remedies arising from the breach of the Collateral Agreement;
			3. use the Collateral prudently, responsibly, and in accordance with the purpose and technical peculiarities, observing the requirements established by the manufacturer and the Lender and the instructions for use and maintenance set out in the technical documentation or another document;
			4. make all reasonable efforts to prevent any damage, destruction, loss, theft, or other impairment of the Collateral;
			5. to keep the Collateral in at least the same good condition as it was at the time of concluding the Collateral Agreement during the term of the Collateral Agreement and to immediately eliminate any damage to the Collateral at its own expense;
			6. during the term of the Collateral Agreement, ensure the maintenance of the Collateral by the manufacturer or the Seller of the Collateral on the due dates, to the extent and under the conditions specified in the issued warranty or technical documentation, and provide the Lender with documents certifying the fulfillment of the maintenance obligation;
			7. ensure that throughout the term of the Collateral Agreement, the Collateral complies with the technical requirements established by legislation and has passed the state technical compliance check or technical inspection on time;
			8. in the event of damage, destruction, loss, theft, or otherwise a significant decrease in the value of the Collateral do as soon as possible all necessary at his/her own expense, to restore the value of the Collateral or replace the Collateral with at least an equivalent item. The Lender shall decide on the reduction of the value of the Collateral and the adequacy of its restoration or replacement;
			9. upon replacement of the Collateral (in accordance with the Lender's decision pursuant to clause 4.1.8 or 5.3 of the Collateral Agreement) make all declarations of intent and actions necessary to replace the Collateral, including concluding amendments to the Collateral Agreement necessary to replace the Collateral and register the Lender as a new Owner of the Collateral. In case of replacement of the Collateral, the provisions of the Collateral Agreement shall apply to the new Collateral (including its use and maintenance) to the extent that the Parties have not agreed otherwise in writing;
			10. to keep and preserve the technical and Collateral documentation of the Collateral, as well as the documentation related to the use of the Collateral, and to do everything possible to restore the documents in case of their loss or destruction;
			11. to submit the documents related to the Collateral at the request of the Lender within 3 (three) working days from the receipt of the respective claim;
			12. to pay all local and national taxes related to the Collateral and financial obligations arising from its use (e.g., fines or damage caused to third parties);
			13. to enable the Lender to check the condition of the Collateral at any time at the time and place specified by the Lender at the expense of the Borrower. The Lender shall notify the Borrower thereof at least 3 (three) days in advance;
			14. to notify the Lender immediately, but not later than within 3 (three) working days, in writing or in electronic form of the following circumstances:
				1. A significant decrease in the value of the Collateral or any circumstances that may have led to a significant decrease in the value of the Collateral;
				2. Theft, loss, damage, destruction, seizure, or occurrence of an insured event;
				3. Loss or destruction of technical and/or other documentation of the Collateral;
				4. The transfer of possession of the Collateral and its provisions to any third party (including a repair company);
				5. any circumstances that prevent or make it impossible for the Borrower to perform the obligations arising from the Collateral Agreement;
			15. to transfer direct possession of the Collateral and the documentation related to the Collateral to the Lender under the conditions and pursuant to the procedure provided for in clause 6.1 of the Collateral Agreement.
		2. The Borrower may not use the Collateral or any part thereof in any way, including transfer, pledge, or otherwise encumber it. The Borrower may make the Collateral available to third parties only with the prior written consent of the Lender. As an exception, the Borrower may, without the prior written consent of the Lender, provide the Collateral for use to its family members, in which case the Borrower is obliged to notify the Lender immediately. Upon provision of the Collateral to any person, the Borrower shall be liable to the Lender for the performance of the obligations arising from the Collateral Agreement.
		3. The Borrower has the right to:
			1. to travel with the Collateral in the territory of the countries of the Schengen visa area. In a country outside the Schengen visa area, the Collateral may be used only with the prior written consent of the Lender;
			2. if necessary, obtain additional written authorizations, consents, or other necessary documents from the Lender in order to fulfill the obligations of the Borrower arising from the Collateral Agreement.

## Insurance

* + 1. The Borrower is obliged to:
			1. enter into a compulsory motor third party liability insurance contract regarding the Collateral immediately, but in any case no later than the same day as the Lender is registered in the relevant state register as the owner of the Collateral. The Borrower may choose which insurer with the right to engage in insurance activities in Estonia to enter into an insurance contract;
			2. ensure that the Collateral is subject to compulsory motor third-party liability insurance throughout the term of the Collateral Agreement;
			3. submit to the Lender immediately, but not later than within 2 (two) days from the day of concluding the insurance contracts, a copy of the compulsory motor third party liability insurance policy by sending it to the Lender's e-mail address specified in the Special Terms and Conditions or delivering it to the Lender's customer service center together with the original;
			4. comply in a timely and proper manner with all the terms and conditions of the compulsory motor third party liability insurance applicable to the Collateral;
			5. pay the costs and/or losses arising from the insurance as a result of non-payment of insurance premiums and on other bases (incl. recourse claims of insurers, as well as the amount of deductible in case of an insured event). If the respective costs and/or losses have been borne by the Lender, the Borrower is obliged to reimburse the Lender for the respective amounts by the due date and pursuant to the procedure specified by the Lender;
			6. notify the Lender of the insured event within 3 (three) days, providing information on the circumstances of the event and the extent of the loss.
		2. If the Borrower fails to fulfill the obligation to insure the Collateral, the Lender may insure the Collateral himself/herself. In this case, the Borrower is obliged to pay the Lender a contractual penalty in the amount of 5% (five percent) of the Loan amount indicated in clause 1 of the Special Terms and Conditions and in addition reimburse the Lender in full for all costs incurred by the Lender in connection with the insurance of the Collateral within 10 (ten) days from the transmission of the respective written claim to the Borrower.
		3. In the event of an insured event, the Lender shall decide on the sufficiency of the restoration or replacement of the Collateral. The costs of restoration and replacement of the Collateral, which are not covered by the insurance indemnity, as well as other costs related to the insured event shall be borne by the Borrower (including the amount of VAT on the cost of replacement or restoration of the Collateral). If the costs specified in the previous sentence are paid by the Lender, the Borrower shall reimburse them to the Lender within 10 (ten) days from the transmission of the respective written request to the Borrower.
		4. In the event of an insured event, the Borrower undertakes to represent the Lender in relations with the insurer, police, traffic register, repair company, and any other persons in matters related to the occurrence of the insured event, insurance indemnity, and restoration and repair of Collateral, taking into account the Lender's interests. The Lender has the right to personally participate in the negotiations at any time and to give the Borrower binding instructions to hold the negotiations. Disputing over the payment or amount of the insurance indemnity does not release the Borrower from the performance of its obligations arising from the Collateral Agreement.

## Realization of the Collateral

* + 1. If the Borrower fails to perform any obligations secured by the Collateral (including delays in the performance of financial obligations that have become due) or if the Lender terminates the Loan Agreement, withdraws from it or the Loan Agreement becomes invalid, the Lender has the right to take over, and the Borrower has the obligation to immediately transfer direct possession of the Collateral and its provisions to the Lender. In order to transfer direct possession of the Collateral and its accessories, the Lender shall submit a claim to the Borrower in writing or electronically, and the Borrower is obliged to transfer the direct possession of the Collateral and its accessories to the Lender immediately, but not later than within 2 (two) working days as of the submission of the respective claim by the Lender unless the Lender exercises the right provided for in clause 6.2 of the Collateral Agreement to collect the Collateral and its accessories himself/herself. In order to transfer direct possession of the Collateral and its accessories to the Lender, the Borrower undertakes to bring the Collateral together with its accessories to the nearest Lender's Customer Service Center or other place designated by the Lender at his/her own expense within the term specified for the transfer of possession, unless the Lender exercises the right provided for in clause 6.2 of the Collateral Agreement to collect the Collateral and its accessories himself/herself.
		2. In the event of the right to take direct possession of the Collateral and its accessories provided for in clause 6.1 of the Collateral Agreement, the Lender always has the right to go to the Borrower to take direct possession of the Collateral, and its accessories, in which case the Lender has the right to submit a claim for the transfer of direct possession of the Collateral and its accessories at the scene and the Borrower is obliged to transfer the direct possession of the Collateral and its accessories to the Lender immediately at the scene. If, in accordance with the procedure provided for in this clause, the Lender goes to collect the Collateral and its accessories himself/herself, the Borrower undertakes to reimburse the Lender for the related expenses, the amount of which is fixed in the Lender's price list.
1. 3. The Borrower is obliged to sign the respective deed of transfer and acceptance regarding the transfer of direct possession of the Collateral and its accessories to the Lender.
	1. If the Borrower fails to properly perform the obligation to transfer direct possession of the Collateral or its provisions to the Lender, the Lender has the right to turn to a third party selected by the Lender to perform the necessary actions to transfer direct possession of the Collateral and its accessories to the Lender. The Borrower is obliged to reimburse the Lender for all expenses according to the Lender's price list, which the latter bears in connection with taking direct possession of the Collateral and its accessories, including third party fees, costs related to the filing of actions, and other claims necessary for the direct possession of the Collateral.
	2. If the Borrower fails to transfer direct possession of the Collateral or its accessories to the Lender within the term specified in clause 6.1 of the Collateral Agreement or in the event provided immediately in clause 6.2 of the Collateral Agreement, the Lender has the right to demand from the Borrower a contractual penalty of 50 euros for each day when the Borrower is in delay in the transfer of direct possession of the Collateral or its accessories. Payment of the contractual penalty does not release the Borrower from the obligation to transfer the Collateral and its accessories.
	3. If the Borrower breaches one or more obligations secured by the Collateral (including fails to perform the obligation in full or only partially fulfills the obligation) or if the Lender cancels the Loan Agreement, the Lender has the right to realize the Collateral to cover the financial obligations secured by the Borrower's Collateral.
	4. Upon realization of the Collateral by transferring it to a third party, the Lender has the right to choose the manner in which he/she transfers the Collateral. Among other things, the Lender may transfer the Collateral by publishing a sales advertisement on the portal normally used for the sale of the same type of items as the Collateral. In the event of a transfer by the publication of a sales advertisement, the Lender shall determine the sales price of the Collateral. The costs related to the determination of the sales price of the Collateral shall be borne by the Borrower. If the Lender fails to sell the Collateral at the sale price set by the Lender within a reasonable time, the Lender may reduce the sales price to the extent he/she deems reasonable in the circumstances.
	5. If the Lender transfers the Collateral for its realization, the realizable value of the Collateral shall be the sales price actually received by the Lender as a result of the sale of the Collateral. If the Lender incurs taxable turnover from the realization of the Collateral, the realizable value of the Collateral shall be the sales price actually received by the Lender, less the VAT calculated on the taxable value of that turnover.
	6. At the expense of the realizable value of the Collateral referred to in clause 6.8 of the Collateral Agreement, the costs incurred to collect the debt covered in the first order (including the costs of sending reminder letters and using the collection service), the principal amount owed in the second-order and, fourthly, other liabilities (including expenses incurred by the Lender for direct possession of the Collateral and its accessories, for depositing the Collateral, for valuing the Collateral and for transferring the Collateral (including possible repair and cleaning costs of the Collateral and brokerage and other fees related to the sale), unpaid interest on arrears, contractual penalties, damages, etc.).
	7. The Borrower's financial obligations that cannot be covered at the expense of the realizable value of the Collateral will not be completed by the realization of the Collateral.
	8. 1. The parties confirm that they derive from the following in the VAT calculation related to the Collateral: in accordance with the law and circumstances, for the purposes of VAT law, the Lender acquires the Collateral from the Borrower at the same time as the Lender has transferred it to a third party for the realization of the Collateral, with whom the sale price payable by the Lender to the Lender has been agreed; The realizable value of the Collateral is the purchase price of the Collateral within the meaning of VAT law; If the Borrower generates taxable turnover from the acquisition of the Collateral by the Lender, VAT shall be added to the aforementioned purchase price, and their amount shall be considered the realizable value of the Collateral if the Lender has the right to deduct this VAT as input VAT and the Borrower has provided the Lender with a written statement from the tax authority confirming the legality of the deduction.

6.12. If the Borrower is a registered VAT payer, then pursuant to the provisions of § 37 (5) of the VAT Act, the Lender has the right to issue an invoice to himself/herself for the acquisition of the Collateral on behalf of the Borrower's behalf and the Borrower is obliged to accept it. The Lender shall submit this invoice to the Borrower after the realization of the Collateral. By issuing an invoice that complies with the terms of the transaction performed in accordance with the Collateral Agreement, this invoice shall be deemed accepted by the Borrower.

## Infringements

* 1. In the event of non-performance of any obligations arising from the Loan or Collateral Agreement on time, the Lender has the right to oblige the Borrower together with the determination of an additional term for the performance of the obligation by the Borrower to temporarily transfer the direct possession of the Collateral and its accessories to the Lender (obligation to deposit the Collateral) at the place designated by the Lender within 3 (three) days from the submission of the respective claim of the Lender. The Lender has the right to retain direct possession of the Collateral until the full fulfillment of all financial obligations arising from the Loan Agreement that have become collectible or to exercise the right provided for in clause 6.6 of the Collateral Agreement.
	2. If in the case provided for in clause 7.1 of the Collateral Agreement, the Borrower has not fulfilled or repaired the breached obligation within the additional term given for the performance of the obligation or fails to transfer direct possession of the Collateral and its accessories to the Lender on time, the Lender has the right to delete the Borrower's Collateral as the responsible user of the Collateral and/or the Collateral from the respective state register until all obligations that have become collectible have been fully fulfilled. The Collateral can be deleted from the register for 1-24 months.
	3. In particular, but not limited to, any of the following situations shall be considered a material breach of the obligations under the Collateral Agreement:
		1. Material breach of one or more obligations arising from the Loan Agreement;
		2. For any reason, the Collateral has not passed the technical inspection provided for in clause 4.1.7 of the Collateral Agreement on time;
		3. The Collateral does not have a valid insurance contract provided for in clause 5.1.1 of the Collateral Agreement, or the Collateral does not have a valid insurance cover provided for in clause 5.1.2 of the Collateral Agreement for any other reason;
		4. The value of the Collateral has decreased for any reason to a level less than the outstanding amount of the principal amount of the Loan, and the Borrower has not restored or replaced the value of the Collateral within a reasonable time in accordance with clause 4.1.8 of the Collateral Agreement or the Lender has reason to believe that it will not do so or is unable to do so;
		5. The Borrower has provided incorrect information to the Lender in the documents related to the Collateral or has failed to submit data known to it that affect the performance of the Collateral Agreement or data on the Collateral (including information on the condition of the Collateral, accidents with its participation (incl. traffic accident or shipwreck), additional equipment or damage);
		6. The Borrower fails to duly perform the obligation provided in clause 4.1.13 of the Collateral Agreement to allow the Lender to check the condition of the Collateral;
		7. The Borrower has not duly fulfilled one or more of the notification obligations set forth in clause 4.1.14 of the Collateral Agreement;
		8. The Borrower has violated the prohibition set forth in clause 4.2 of the Collateral Agreement to dispose of the Collateral, including transferring, pledging or otherwise encumbering the Collateral, or has given the Collateral to the use of a third party without the consent of the Lender;
		9. The Borrower has performed operations concerning the Collateral in the relevant state register (including the traffic register) without the consent of the Lender (including using forged documents), including changing the owner of the Collateral or its responsible user;
		10. The Lender has a reasonable suspicion that the Borrower has entered into a Collateral or Loan Agreement for the purpose of committing an offense under the Penal Code or that such intention of the Borrower arose during the term of the aforementioned agreements, or the Lender has reasonable grounds to believe that the Borrower has not acted in good faith towards the Lender for any other reason when concluding or performing the Collateral or Loan Agreement;
		11. The Borrower fails to perform the obligation to deposit the Collateral provided for in clause 7.1 of the Collateral Agreement on time;
		12. breach of any other obligation of the Borrower arising from the Collateral Agreement, if the Lender, after becoming aware of the breach, has given the Borrower a reasonable term to remedy or eliminate the breach and the violation has not been remedied or eliminated within the term specified for that purpose, unless the granting of an additional term is not necessary pursuant to § 196 Ig 2 of the Law of Obligations Act;
		13. other basis provided by law.

# GENERAL PROVISIONS

## Transmission of notices

* + 1. Unless otherwise provided in the Agreement, all notices and declarations of intent between the Parties shall be in writing, in electronic form, or in a form that can be reproduced in writing in Estonian and sent to the other Party at the postal or e-mail address or telephone or fax number specified in the header of the Agreement or last notified by the Party to the other Party in accordance with the Agreement.
		2. A notice or declaration of intent submitted in writing shall be deemed received by the Party if it has been handed over to the Party against a signature or if it has been sent by post to the address referred to in clause 1.1 of the General Provisions and 3 (three) days have elapsed since posting. Notices sent to the e-mail address or fax or telephone number referred to in paragraph 1.1 of the General Provisions in a form that can be reproduced in writing shall be deemed to have been received on the first day following the day of dispatch.
		3. If the Borrower has changed its contact details during the term of the Loan or Collateral Agreement and has not notified the Lender thereof in accordance with the provisions of clause 8.1.5 of the Loan Agreement, the notice sent by the Lender shall be deemed received by the Borrower even if it has been forwarded in accordance with the contact details indicated in the header of the Agreement or the contact details last notified by the Borrower to the Lender in accordance with the Loan Agreement.

## Personal data

* + 1. By signing the Agreement, the Borrower confirms that he has read the Lender's Privacy Policy, fully understands its content, understands how and for what purposes the Lender processes his/her personal data, and knows what rights he/she has in relation to the processing of his/her personal data.
		2. The Privacy Policy is available at the Lender's customer services and on the website at[https://www.mogo.ee.](http://www.mogo.ee/) The Borrower also has the right to request that the Privacy Policy be forwarded to him/her by e-mail by sending an e-mail to info@mogo.ee, calling the Lender's Customer Service at

+3726888200 or by expressing the request in person at the Lender's office on site. The Lender may unilaterally change and update the Privacy Policy, so it is advisable to visit the above-mentioned Website regularly to stay up-to-date.

* 1. Final provisions
		1. The Agreement, including the Loan and Collateral Agreement forming part thereof, shall enter into force at the moment of signing the Agreement by the Parties.
		2. The Agreement, including the Loan and Collateral Agreement forming part thereof, may be amended or supplemented only by an agreement between the Parties in writing, in electronic form, or in a form that can be reproduced in writing. Agreements in any other form shall not be binding on the Parties.
		3. Notwithstanding the provisions of clause 3.2 of the General Provisions, the Lender has the right to unilaterally amend the General Terms and Conditions and the Final Provisions of the Loan or Collateral Agreement. The Lender shall notify the Borrower of the planned changes at least 1 (one) month before the effective date of the changes by publishing these changes/new editions on the Lender's Website and in the customer service centers and forwarding the amendments/new editions to the Borrower by e-mail or post, which shall be deemed to have fulfilled the Lender's obligation to inform the Borrower. If the Borrower does not accept the amendments, he/she has the right to cancel the respective Loan Agreement by submitting a written notice to the Lender before the date of entry into force of the amendments and fulfilling all its obligations to the Lender under the Loan and/or Collateral Agreement. The Lender has the right to unilaterally change his/her price list by publishing a new price list on the Lender's Website and in the customer service centers at least 1 (one) month before the effective date of the changes.
		4. The Agreement shall be governed by the laws of the Republic of Estonia. Disputes between the Parties shall be settled in good faith by negotiation. If necessary, the Parties have the right to apply to the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority (address: Endla 10a, 10142 Tallinn, telephone: 6201 707, e-mail:avaldus@komisjon.ee, Website: [www.komisjon.ee on](http://www.komisjon.ee/) where you can find information on procedural rules and you can also lodge a complaint) or to a court. If the Borrower is a natural person engaged in his or her economic or professional activity or a person who has taken up residence in a foreign country after concluding the Agreement or whose activity, residence, or location is unknown at the time of filing the action, Harju County Court has jurisdiction.

3. 5. The Lender is supervised by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn) and the Consumer Protection and Technical Regulatory Authority (address: Endla 10a, 10142 Tallinn).

* 1. No delay in the exercise of a right or performance under this Agreement shall constitute a waiver of such right or obligation, and the separate or partial performance of any right shall not preclude the further exercise of that right or the exercise of any other right and/or obligation.
	2. If any individual provision of this Agreement is held to be invalid by operation of law, it will not invalidate the entire Agreement, including the entire Loan or Collateral Agreement, or any other individual provision thereof. In the event of such a provision, the Parties shall use their best endeavors to replace that provision with a provision that is in conformity with the law and which is as similar as possible to the invalid provision.
	3. By prior Agreement with the Lender, the Borrower may sign the Agreement using the identification service provided by AS Eesti Post or another company. In such case, the Lender has the right to demand an additional fee of 30 (thirty) euros before issuing the Loan, which will be returned upon receipt of the signed Agreement from the Lender.
	4. By signing the Agreement, the Parties certify and confirm that they have read and understood all the provisions of the Agreement, as well as that the Party has concluded the Agreement in accordance with the provisions of legislation and all other documents that may govern the conclusion of this Agreement.
	5. The Agreement has been prepared in Estonian. The Agreement is drawn up in two identical copies of equal legal force, one copy of which remains for each Party. The electronically concluded Agreement is digitally signed.