

**EXAMPLE CONTRACT OF
GRANTING LOANS, INCLUDING THE TERMS AND CONDITIONS OF THE FINANCIAL
LOAN**

Approved "16 " of November 2018
Order No. 1 6/11 -02, "E-CASH" LLC

LOAN AGREEMENT # __

from ____ - ____

Kyiv

LIMITED LIABILITY COMPANY "E-CASH" (hereinafter referred to as - "Lender" in all cases) represented by Director Lylyk Oksana Yaroslavivna that operates under the Charter from the one hand and citizen (s) of Ukraine _____, passport series __ No. _____ issued _____, Personal Identity Number (PIN) _____, registered at: _____ (hereinafter referred to as "Borrower" in all cases), on the other hand, collectively referred to as "Parties" and each individual as "Party" have entered into this Loan Agreement, including the terms and conditions of a financial loan (hereinafter referred to as "the Credit Agreement", "the Agreement" in all terms):

1. SUBJECT OF THE CONTRACT

1.1. Under the Agreement, the Lender provides the Borrower with a loan (hereinafter referred to as "the credit" in all terms) in the amount and on the terms and conditions established by the Agreement, and the Borrower undertakes to repay the loan and interest on the loan under the conditions established by the Agreement.

1.2. The term for which the loan is granted is _____ calendar days (hereinafter - the **Term of loan utilization**).

1.3. The loan is given in the national currency of Ukraine - UAH.

1.4. Type of loan - credit.

1.5. Purpose of obtaining a loan - for own needs, not related to entrepreneurial activity, independent professional activity or performance of duties of a hired employee (consumer goals).

1.6. The terms in this Agreement are used as defined in this Agreement and in the RULES FOR LOANS, INCLUDING THE TERMS AND CONDITIONS OF THE FINANCIAL LOAN OF THE LIMITED LIABILITY COMPANY "E-CASH".

2. GENERAL AMOUNT OF LOAN. PERCENTAGE AMOUNT

2.1. The total amount of the loan extended _____ UAH 00 cents (hereinafter referred to as "the loan amount" in all cases).

2.2. The interest rate loan (hereinafter referred to as "interest rate" in all cases) is fixed and consists at 1.5% per day.

3. CREDIT PROCEDURE AND CONDITIONS

3.1. Subject to fulfillment by the Borrower of all requirements of this Agreement and the Rules, the Lender is obliged to provide a loan in the amount specified in clause 2.1. of this Agreement.

3.2. The loan is given to the Borrower in a non-cash form (by crediting the amount of the loan on the Borrower's payment card).

3.3. The loan is considered to be provided by the Lender to the Borrower from the moment of debiting the funds from the Lender's bank account when transferring funds to the Borrower's payment card under this Agreement.

3.4. Terms and conditions of refusal to grant and receive credit:

3.4.1. The Borrower may, within 14 (fourteen) calendar days of the conclusion of this Agreement, of cancellation of the Agreement (obtaining a loan) without giving any reasons, including in the case of receiving funds.

The Borrower shall notify the Lender of its intention of cancellation of this Agreement (obtaining a loan) in writing (in paper or electronic form, with electronic signatures, electronic digital signatures, other analogues of the parties' own signatures (seals) according to the procedure established by law) until the end of the fourteen-day period from the date of signing the Agreement.

If the Borrower does not submit the notification personally, it must be certified by a notary or filed and signed by a representative, in the presence of a power of attorney for such actions.

Within 7 (seven) calendar days from the date of the written notice of cancellation of this Agreement (obtaining a loan) the Borrower is obliged to return to the Lender the funds received under the terms of this

Agreement and to pay interest at the rate specified in the Agreement for the period from the date of receipt of the funds until the day of their repayment.

The Borrower shall not be obliged to make any other payments in connection with the cancellation of this Agreement (obtaining a loan).

3.4.2. In accordance with the requirements of the current legislation, the Lender has the right to refuse to provide the Borrower with the loan provided by this Agreement in part or in full in the case of:

- the presence of circumstances that indicate that the loan provided to the Borrower will not be repaid on time;

- in case of technical impossibility to transfer money to the Borrower (invalidity of the Borrower's payment card, etc.);

- in case the Borrower does not provide the documents or information about himself and his financial status as required by the legislation or internal documents of the Lender;

- other grounds stipulated by the Rules.

3.5. There are no additional paid financial services for the Agreement.

3.6. The loan is provided to the Borrower without ensuring fulfillment of its obligations under this Agreement (blank loan).

3.7. Granting a loan under this Agreement does not require the need for the Borrower to conclude contracts for additional or related services of third parties related to obtaining, servicing and repaying the loan.

3.8. As a result of obtaining a loan - no payment of taxes or fees by the Borrower.

4. THE TERM AND PROCEDURE FOR REPAYING A LOAN.

EARLY REPAYMENT OF LOAN

4.1. The term of the loan begins from the date of debiting of the funds from the bank account of the Lender in the bank institution serving the Lender, when transferring funds to the Borrower's payment card, and ends on the last day of the loan Term, defined in clause 1.2. of this Agreement.

4.2. The term of the loan can be extended by agreement of the Parties.

4.3. Return of loans can be made in one payment or in part within the terms agreed by the parties in the payment schedule, which is an essential Annex to this Agreement and is provided to the Borrower by the Lender together with the Agreement.

4.4. The Borrower has the right at any time to repay the Loan in full or in part, by paying accrued interest on the use of the Loan in accordance with the Schedule of Payments, including the date of the actual repayment of the Loan, without payment of any additional fees.

4.5. In case of early repayment of the loan, the Borrower shall pay the Lender interest on the use of the loan for the period of actual use of the loan, including the day of the loan repayment.

4.6. Overdue Loan the Borrower shall repay the Lender immediately, unless the Parties have agreed otherwise in the respective Supplementary Agreement.

5. THE INTEREST CALCULATION AND PAYMENT PROCEDURE.

REAL ANNUAL INTEREST RATE AND TOTAL LOAN VALUE

5.1. Interest shall be accrued for the actual number of calendar days of using the loan, starting from the date of granting the Loan to the Borrower and ending on the last day of the Term of using the loan (inclusive), in case of timely repayment of the loan amount and accrued interest by the Borrower, as well as the absence of an additional agreement signed by the Parties regarding the extension of the Loan Term.

5.2. The Parties have agreed that the payment of interest on the use of the loan will be made on the last day of the Term of using the loan, according to the Payment Schedule, which is an integral part of this Agreement.

5.3. In case of extension of the Term of loan, interest accrual under the Agreement is made for the actual number of calendar days, for which the Term of the loan is extended and for the actual amount of the loan, which is not repaid by the Borrower.

5.4. In the case of non-payment of the Loan, interest and other payments, if any, on the last day of the Loan Term (inclusive), the Lender shall continue to accrue the interest on the amount of the outstanding loan during the next 30 (thirty) calendar days following the last day of the Loan Term.

5.5. In case of early repayment by the Borrower of the part of the loan amount, the interest amount is calculated on the basis of the actual amount of the loan, which remains unpaid by the Borrower at the date of such partial early repayment.

5.6. Interest on the use of the loan is accrued daily. In calculating the interest, the following number of days is accepted: 365 days in a year, according to the calendar number of days in the respective month.

5.7. The real annual interest rate on the loan is 547.5%, the calculation of which was made on the assumption that the Agreement will remain valid for an agreed period and that the Parties will fulfill their obligations under the conditions and within the terms specified in this Agreement.

5.8. According to the current legislation of Ukraine, total loan value for the Borrower is _____ UAH.

5.8.1. This Agreement and/or the Rules do not provide the Borrower with any fees and other obligatory payments for additional and related services of the Lender and/or Loan Broker (if any) related to obtaining, servicing, repaying the Loan and concluding of this Agreement (including account management).

6. ADDITIONAL TERMS AND CONDITIONS FOR REPAYMENT OF LOAN AND INTEREST

6.1. The loan amount and accrued interest are payable by transferring the Borrower's cash to the Lender's current account.

6.2. In case of insufficient amount of the payment made to fulfill the obligations of the Borrower under the Agreement in full, this amount repays the requirements of the Lender in the following order:

6.2.1. firstly - the amount of the penalty accrued for past due liability.

6.2.2. secondarily – the accrued interest for the use of the Loan.

6.2.3. in the third place - the loan amount.

6.3. All payments under this Agreement are made exclusively in the national currency of Ukraine - UAH.

6.4. If the Borrower has paid the Debt in amount that exceeds than in the Agreement, - the Borrower shall, within 20 (twenty) calendar days from the day following the payment of the Debt, contact the Lender to repay the amount of the overpayment by sending an e-mail to the Lender or by mail to the Lender address, indicating the name and surname, Personal Identity Number (PIN), Contract number, the amount of the overpayment, the number of account is a bank and the MFO of the Bank of the Borrower, Identification Number of the Bank, number of payment card of the Borrower.

6.4.1. If the Borrower has not addressed the Lender with a request to repay him the funds specified in paragraphs 6.4. of the Agreement, the Lender shall credit them to its income account on the 21 (twenty-first) calendar day from the day following the day of payment of the Loan by the Borrower.

6.5. The date on which the Borrower fulfills its monetary obligations under the Agreement is the date the funds are credited to the current of the Lender account or depositing the Borrower's funds into the Lender's account through the system of payment terminals indicated on the Lender's Site.

6.6. Under this Agreement, the promotional offer valid /or not valid at the moment of signing of the Agreement by the Lender's Loyalty Program, posted on the Lender's Website, according to which:

6.6.1. the interest rate is fixed and is ____% per day; the real annual interest rate on the loan is _____%, the calculation of which was made on the assumption that the Agreement will remain valid for the agreed period and that the Parties will fulfill their obligations under the conditions and within the terms specified in this Agreement.

6.6.2. the loyalty program under this Agreement shall be valid until the day of the Loan Term specified in paragraphs 1.2. of the Agreement inclusive. In the case of extension of the Term of Loan - the standard interest rate specified in paragraphs 2.2. of this Agreement.

If the Borrower has not repaid the loan amount after the expiry of the last day of the Loan Term, it shall pay interest for the entire period of the loan in the amount specified in paragraphs 2.2. of the loan amount not paid by the Borrower within the Term of the Loan. On the first day of a past due of the loan granted on the conditions of the loyalty program for the period from ____ to ____ overdue interest is calculated as the difference between the interest rate of 1.5% per day and the promotional interest rate ____%.

6.6.3. According to the requirements of the current legislation of Ukraine during the term of the Loyalty Program under this Agreement, the total cost of the loan for the Borrower is _____ UAH.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Lender has the right to:

7.1.1. require from the Borrower the repayment of the Loan amount, interest on the use of the loan and fulfillment of all other obligations stipulated by this Agreement.

7.1.2. in addition to other rights stipulated by the Agreement and the law, the Lender has the right to:

7.1.2.1. with the consent of the Borrower to receive from the Borrower information about its solvency, including its ownership of property rights, income and other information, in order to analyze the Borrower's ability to repay the loan in a timely manner and to pay the interests for the use of the loan.

7.1.2.2. initiate amendments and / or additions to this Agreement.

7.1.2.3. assign the right to claim under this Agreement in accordance with the procedure established by the current legislation of Ukraine.

7.2. The Borrower has the right to:

7.2.1. repay the loan ahead of schedule in full or in installments, paying interest on the use of the loan accrued in accordance with the Payment Schedule, including the day of the actual loan repayment, without additional fees.

7.2.2. to extend the Term of Loan under the conditions provided for by the Agreement.

7.2.3. access to information on the providing of financial services by the Lender and information whose right to receive it is enshrined in the laws of Ukraine.

7.2.4. other rights stipulated by this Agreement and the current legislation of Ukraine.

7.3. The Lender shall:

7.3.1. in case that the Borrower proper fulfills the terms of this Agreement, provide the Borrower with a loan amount within the time limits and in the amount specified by this Agreement.

7.3.2. to accept from the Borrower, the fulfillment of obligations under this Agreement (including early term as well as in full).

7.3.3. at the Borrower's request to provide information on the provision of financial services and information whose eligibility is enshrined in the laws of Ukraine.

7.3.4. save information about the Borrower's applications and Agreement and any additional agreements in accordance with the law of Ukraine.

7.3.5. fulfill other duties stipulated by the Agreement.

7.4. The Borrower shall:

7.4.1. no later than the date specified in paragraphs 1.2. of the Agreement repay the loan in full, pay interest on the use of the loan in the manner specified in this Agreement and the supplementary agreements.

7.4.2. in case of change of his registration address, address of actual residence, contact telephone number, as well as in case of change of any other information about himself, provided by the Borrower to the Lender at the conclusion of the Agreement, the Borrower shall be obliged to notify the Lender in writing of such changes in a term not exceeds 3 (three) calendar days from the date of occurrence of these changes by sending an e-mail from the e-mail address specified in the Application and Personal Account, providing (if necessary) appropriate documents evidence that confirms the change in information.

7.4.3. in case of delay in terms of Loan and the emergence of past due outstanding under this Agreement - to repay the loan and pay accrued interest on the loan, based on the actual term of loan, including due date and accrued penalty under paragraphs 8.3. of this Agreement.

7.4.4. When registering on the Lender's Site, provide complete and accurate information, including personal data.

7.4.5. to recognize electronic documents compiled by the Lender and the Borrower (applications, Agreements, acts, etc.) in accordance with the law of Ukraine "On E-Commerce" as documents drawn up in simple written form in accordance with the legislation of Ukraine.

7.4.6. within seven calendar days from the date of the written notice of cancellation of the Agreement, the Borrower shall be obliged to return to the Lender the funds received under this Agreement and to pay the interest for the period from the date of receipt of the funds until the date of their repayment at the rate set by the Agreement.

7.4.7. fulfill other duties stipulated by this Agreement and the current legislation of Ukraine.

8. RESPONSIBILITY OF THE PARTIES

8.1. The Parties are responsible for violation of the terms of this Agreement in accordance with the current legislation of Ukraine and this Agreement.

8.2. Violation of the terms of this Agreement is its non-performance or improper performance, that is, fulfillment with violation of the conditions determined by the content of the Agreement.

8.3. In the event of the Borrower's past due liabilities, starting from the day following the last day of the Credit and within the next 2 (two) days, the Borrower is charged a penalty of 1 (one)% of the amount of the Past due liabilities, for each day of delay. Starting from the 4th (fourth) day of the Overdue Debt, the Borrower shall be charged a penalty of 2 (two)% of the amount of the Overdue Debt, for each day of delay.

8.4. The total amount of the interest payable to the Borrower for default on a monetary obligation may not exceed 50 (fifty) percent of the total loan amount and interest accrued on the use of the loan.

8.5. Based on Art. 259 of the Civil Code of Ukraine, the Parties have agreed that the limitation period on the claims of the Lender to recover the Debt under the Credit Agreement, including penalties, is 5 (five) years.

8.6. The Parties are responsible for the correctness of the requisites specified in this Agreement and undertake to notify the other Party in due time about their change, and in case of non-notification, bear the risk of adverse consequences.

9. TERM OF ACTION OF THE CONTRACT, ORDER OF AMENDMENT AND TERMINATION OF THE CONTRACT

9.1. The date of conclusion of the Agreement is the date of its signing by the Parties in electronic form.

9.2. The term of the Agreement - from the date of its conclusion by the Parties until the last day of the Term of use of the credit, but in any case until the full fulfillment by the Parties of their obligations under this Agreement.

9.3. Expiration of the Agreement does not release the Party from liability for its violation, which occurred during the validity of this Agreement.

9.4. The contract is terminated on the day of full repayment by the Borrower.

9.5. Modification of terms of the Agreement is possible only with consent of the Parties and is made by signing an additional agreement to the Agreement by the Parties.

9.6. The borrower has right to extend the term of the loan, provided:

9.6.1. if number of days of delay of the Credit Term is no more than 30 (thirty) calendar days in a row.

9.6.2. in the event that the Borrower arises past due liabilities at the time of extending the Loan Term - full payment by the Borrower of the interest accrued after the Loan Term expires and until the date of the additional agreement to extend the Loan Term and the interest accrued but not paid.

9.6.3. full or partial payment of interest accrued up to the last day of the Interest Period under the Agreement on the terms and conditions determined on the Company's Site on the day of extending the Credit Term.

9.7. When extending the Agreement, Parties sign an additional agreement to the Agreement.

9.8. This Agreement may be terminated early with the consent of the Parties.

9.9. Receiving a sufficient amount of money from the Borrower into the Lender's current account to pay the Debt is a proper fulfillment of the Borrower's obligation under the Agreement. In such case, the Contract shall terminate from the date of transfer of funds to the Company's current account.

9.10. In the event of the Borrower's death, which has occurred before the expiration of the Agreement, the Company has right to unilaterally terminate the Agreement on the date of receipt of the Borrower's death documents, with interest and penalty (fine) accrued after the date of the Debtor's death.

10. FORCE-MAJOR

10.1. A Party shall be released from liability for non-compliance or improper performance of the terms of this Agreement, if such non-compliance (improper performance) was a direct consequence of the force-major conditions arising after the conclusion of this Agreement and beyond the control of the Party which is beyond the control of the Party, namely: natural disasters, hostilities, catastrophes, strikes, actions of public authorities, etc. The mentioned conditions automatically extend the terms of fulfillment of obligations under this Agreement for the duration of these conditions.

10.2. There are no conditions of force major failure to fulfill its obligations by other counterparties of the Party invoking force major or absence of sufficient funds from the Party invoking conditions of force major for any reason.

10.3. Conditions of force major must be confirmed by the certificate of the Chamber of Commerce and Industry of Ukraine or by another competent state authority. A Party invoking conditions of force major must notify the other Party in writing of these conditions within 2 (two) calendar days. If this condition is not fulfilled, the Party shall be deprived of the right to invoke force major conditions.

11. DISPUTE SETTLEMENT PROCEDURE

11.1. All disputes and misunderstandings concerning the conclusion, execution, termination, amendment, invalidation, in whole or in part, and of any other matters relating to this Agreement shall be settled by negotiation. The parties are obliged to try to resolve the disputed issues by sending a claim to the postal address of the other Party specified in the Contract.

11.2. If the Parties are unable to reach an amicable settlement, the dispute shall be settled in accordance with the applicable law of Ukraine.

12. METHODS OF INFORMATION EXCHANGE

12.1. Ways to exchange information with the Lender:

12.1.1. by the hotline (Help Center) of the Lender - (044) 337 88 33 (call to Ukraine according to the tariffs of the operator).

12.1.2. by sending mail (by mail) to the following address of the Lender: 01021, Kyiv, Klovsyky descent, 7A.

12.1.3. by e-mail (e-mail) at the following address of the Lender: info@ecash.com.ua.

12.2. Methods of exchange of information with the Borrower (according to the information specified by the Borrower in the Application):

12.2.1. by telephone and telephone numbers (telephone conversations).

12.2.2. by sending postal mail (mail) to the Borrower's addresses (residence address and/or actual address of residence specified by the Borrower in the Agreement).

12.2.3. by email (email) to the email address (s).

12.2.4. SMS (short text messages) to the Borrower's contact numbers.

13. OTHER TERMS OF THE CONTRACT

13.1. Amendments to this Agreement shall be made by concluding by the Parties additional agreements to the Agreement. All amendments, supplements and annexes to this Agreement shall form an integral part thereof.

13.2. After the Agreement enters into force, all previous negotiations, correspondence, preliminary agreements, protocols of intent and any other oral or written arrangements of the Parties on matters which are in one way or another related to the Agreement shall suspend to be valid.

13.3. The Rules are posted on the Lender's Website at <https://e-cash.com.ua/>. By entering into this Agreement, the Borrower acknowledges that it is familiar with the text of the Rules.

13.4. The place of performance of this Agreement is the location of the Lender referred to in Section 14 of this Agreement.

13.5. The Parties acknowledge that this electronic Agreement and all annexes and supplementary agreements thereto have the same legal force for the Parties as documents made in hard copy and signed by the parties in their own hands, is made in simple written form.

13.6. All not regulated by this Agreement legal relations of the Parties shall be governed by the Rules and applicable law of Ukraine.

13.7. By entering into the Agreement, the Borrower acknowledges that the terms of the Agreement are clear to him, consistent with his interests, reasonable and just.

13.8. The Borrower acknowledges that it is not under the influence of fraud, violence, threat, malicious agreement or aggravated conditions during the conclusion of the Agreement.

13.9. The Borrower warrants that at the time of the conclusion of the Agreement it is in no way restricted by law, other normative act, court decision, or other manner provided by the current legislation of Ukraine, to conclude transactions and fulfill all conditions arising therefrom.

13.10. The Borrower confirms that:

- received from the Lender prior to the conclusion of this Agreement the information specified in part two of Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets";

- has been informed of his rights in accordance with Article 8 of the Law of Ukraine "On Protection of Personal Data";

- information provided by the Lender in compliance with the requirements of the legislation on consumer rights protection and provides a correct understanding of the Borrower of the essence of the financial service without imposing its purchase;

- notified of the purpose of processing by the Lender of personal information of the Borrower (any information about an individual, including, but not limited to, information about: surname, name, patronymic, information specified in the passport (or other identification document), personal identity number, citizenship, place of residence or residence, place of employment, position, telephone/ fax numbers, information about the Borrower's solvency, including ownership of the property, the size of the income, e-mail address, etc. (hereinafter referred to as "Personal Data"), namely: to assess the Borrower's financial condition and its ability to fulfill the obligations under the Agreement, as well as to protect its rights and interests;

- agreed that the Lender has right to seek information about the Borrower's financial status with third parties related to the Borrower's family, personal, business, professional or other relationships in the Borrower's social life;

- provided the agreement that in the event of failure or improper performance of the borrower to the lender under this Agreement creditor is entitled to transfer personal data to third parties Borrower (including but not limited to, credit bureaus, credit institutions, collection companies, law firms, lawyers, etc.) to protect their legal rights and interests, recover debt under the Agreement, penalties, damages and use of other legal influence;

- acts with the consent of the second spouse;

- has accepted, acting as a data subject and a credit history entity, to transfer its personal data to the credit bureaus, to receive and process them in order to assess the financial condition of the Applicant and its ability to fulfill the obligations under this Agreement, as well as the protection of the rights and interests of the Lender;

- no agreement of the Borrower is required for the assignment of claims under this Agreement to the Lender; - all information provided to the Lender, incl. when completing and submitting the loan application, it is complete, up-to-date and accurate;

- received from the Lender full and reliable information about the Lender 's identity and location, as well as the conditions for obtaining the loan;

- notified of:

details of the National Financial Services Commission: National Commission for State Regulation of Financial Services Markets, 01001, Kyiv, vul. B. Grinchenko 3, tel. (044) 2343946;

details of the Consumer Protection Authority: State Service of Ukraine for Food Safety and Consumer Protection: 01001, Kyiv, vul. B. Grinchenko, 1, tel . (044) 279 12 70, 278 84 60, 278 41 70.

13.11. The invalidity of certain terms of this Agreement established by a court decision does not result in the invalidity of the entire Agreement, and in any case does not release the Borrower from the monetary obligation to repay the Debt and penalty (in case of accrual) under the Agreement.

14. DETAILS AND SIGNATURES OF THE PARTIES

THE BORROWER

(Name)
Passport: Series I | __ | __ | № | __ | __ | __ | __ | __ |
__ | issued _____
« __ » _____
RNSPC | __ | __ | __ | __ | __ | __ | __ | __ | __ |
Registration
Address: _____
Residence Address: _____
Phone: __ _____
Email: _____

Individual
Electronic signature with a unique identifier
/ _____ /

CREDITOR

LLC "E-CASH"
01021, Kyiv, Klovsy descent,
7A. EDRPOU code: 41548844
Email: info@e-cash.com.ua
p/p 26502455000519 in OTP Bank PJSC
Bank code 300528,
Certificate of registration of a financial
institution series FC No. 953 issued
02.11.2017

Director _____ /
Electronic signature / O.Ya. Lylyk /

