

**INSTALMENT LOAN AGREEMENT NO \_\_\_\_\_**

Concluded on: \_\_\_\_\_ 20 \_\_\_\_ year \_\_\_\_\_ between:

**CAPITAL SERVICE S.A.** with its registered office in Ostrołęka, at ul. Janusz Korczak 73, 07-409 Ostrołęka, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under the number KRS 0000407127, NIP 758-235-17-11, Regon 145914495, share capital of PLN 4,000,000 (fully paid) represented on the basis of a power of attorney by: \_\_\_ referred to as **Capital Service**.

and

Mr/Ms: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 ID Card : \_\_\_\_\_  
 referred to as the **BORROWER** in the agreement below

 hereinafter referred to as **the PARTIES**, and each individually as the **PARTY**

 The terms used in the content of the **AGREEMENT** and in correspondence between the **PARTIES** mean:

<b>Bank</b>	Postbank Joint Stock Company with its registered office in Bydgoszcz
<b>Database</b>	A database, which is administered by the National Debt Register of the Bureau of Economic Information S.A. with its registered office in Wrocław; a database, which is administered by the Office of Economic Information Infomonitor S.A. with its registered office in Warsaw; database, which is authorized by ERIF Bureau of Economic Information S.A. with its registered office in Warsaw, a database, the administrator of which is the National Bureau of Economic Information S.A. with its registered office in Krakow, a database, the administrator of which is the Credit Information Office S.A. with its registered office in Warsaw and a collection of data, the administrator of which is CAPITAL SERVICE S.A. with its registered office in Ostrołęka
<b>TOTAL LOAN AMOUNT</b>	Amount of the <b>LOAN</b> made available to the <b>BORROWER</b> under the
<b>TOTAL AMOUNT TO BE PAID</b>	Sum of the total amount of the loan and the total cost of the loan
<b>TOTAL COST OF THE LOAN</b>	Any fees that the <b>BORROWER</b> is obliged to pay in connection with the loan granted, i.e. <b>OPERATING COMMISSION</b> and interest on the interest rate on the <b>LOAN</b>
<b>INFORMATION FORM</b>	Information form concerning consumer credit within the meaning of Article 1(1) of Regulation (EC) No 1782/2003; Article 14 of the ACT made available to THE <b>BORROWER</b> BY <b>CAPITAL SERVICE</b> before the conclusion of the <b>AGREEMENT</b> ; THE <b>INFORMATION FORM</b> is Annex 2 to this <b>AGREEMENT</b>
<b>Schedule</b>	A repayment plan for the total amount to be paid, including in particular information on the deadlines for payment of the <b>INSTALMENTS</b> and the amount due to the <b>CAPITAL SERVICE</b> RATE; The <b>TIMETABLE</b> is Annex 1 to the <b>AGREEMENT</b>
<b>Hotline</b>	601 500 500
<b>Branch</b>	<b>CAPITAL SERVICE</b> organizational unit directly supporting the <b>BORROWER</b>
<b>BILLING PERIOD</b>	Period accepted for the performance of the borrower's rights and obligations and the capital service obligations set out in the <b>CONTRACT</b> ; the first begins at the time of conclusion of the <b>CONTRACT</b> and expires on the date of the first <b>PAYMENT OF THE INSTALMENT</b> ; subsequent <b>SETTLEMENT PERIODS</b> are set by the time limits for payment of the <b>INSTALMENT</b> set out in the <b>SCHEDULE</b>
<b>OPERATING COMMISSION</b>	The fee due to <b>CAPITAL SERVICE</b> for the preparation, granting and servicing of the <b>LOAN</b> , charged on the date of payment of the <b>LOAN</b> , payable at the time of payment of the <b>INSTALMENT</b> ; the determination of the amount is included in the <b>SCHEDULE</b> ; the amount of the <b>OPERATING COMMISSION</b> depends on the amount of the <b>LOAN</b> and the length of the period for which the <b>LOAN</b> was granted
<b>Loan</b>	Loan granted to the <b>BORROWER</b> by <b>CAPITAL SERVICE</b> under the conditions set out in the <b>CONTRACT</b>
<b>Borrower</b>	The consumer who has submitted the <b>APPLICATION</b> for consideration by <b>CAPITAL SERVICE</b> ; consumer to whom <b>CAPITAL SERVICE</b> has granted the <b>LOAN</b> under the conditions laid down in the
<b>Install</b>	Part of the <b>BORROWER</b> 's debt to <b>CAPITAL SERVICE</b> to be paid by the <b>BORROWER</b> on the time of payment of the instalment, which consists of: <b>OPERATING COMMISSION</b> , interest on the interest on the loan, the capital of the <b>LOAN</b>
<b>APRC</b>	The annual percentage rate of charge, i.e. the <b>TOTAL COST OF THE LOAN</b> expressed as the percentage of the <b>LOAN</b> on an annual basis; for the calculation of the <b>APRC</b> (in accordance with Annex 4 to the <b>ACT</b> ), the following assumptions have been adopted: (a) The total amount of the loan has been paid immediately and in full, (b) the repayment of the debt should take place in instalments, in accordance with the <b>TIMETABLE</b> , (c) THE <b>OPERATING COMMISSION</b> and interest on the interest on the loan is calculated on the assumption of repayments of the <b>RAT</b> in accordance with the <b>SCHEDULE</b> , (d) the amounts and other quantities indicated in the <b>SCHEDULE</b> have been calculated at the date of conclusion of the <b>AGREEMENT</b> .
<b>DEADLINE FOR PAYMENT OF THE INSTALMENT</b>	The date on which the <b>BORROWER</b> is obliged to pay to the <b>CAPITAL SERVICE</b>
<b>Agreement</b>	This Installment Loan Agreement
<b>Act</b>	Act of 12 May 2011 on consumer credit (i.e. OJ L 104, 11.12.2011, p. 1). 2019 item 1083)
<b>Request</b>	A loan application which the <b>BORROWER</b> submits before the conclusion of the agreement

**SUBJECT MATTER OF THE CONTRACT**

- CAPITAL SERVICE** provides the **BORROWER** WITH A **LOAN**, which the **BORROWER** confirms by signing the **CONTRACT**.
- The total amount of the loan is: \_\_\_\_\_ PLN.
- OPERATING COMMISSION** IS: \_\_\_\_\_ PLN.
- The interest rate on the **LOAN** is variable, represents twice the statutory interest (maximum interest) and at the date of conclusion of the **CONTRACT** is: \_\_\_\_\_%, subject to point 10.
- THE **TOTAL COST OF THE LOAN** IS: \_\_\_\_\_ PLN.
- THE **TOTAL AMOUNT TO BE PAID** IS: \_\_\_\_\_ PLN.
- APR** is: \_\_\_\_\_%.
- The interest rate on overdue debt is variable, is twice the statutory interest for delay (maximum interest for delay) and at the date of conclusion of the **CONTRACT** is: \_\_\_\_\_%, subject to point 10.
- The **BORROWER** is obliged to repay the total amount to be paid in \_\_\_ **INSTALMENTS**, payable on a monthly basis. THE **AMOUNTS OF RAT AND DEADLINES FOR PAYMENT OF THE RAT ARE INCLUDED IN THE SCHEDULE**.
- In the event of a reduction in the reference rate of the National Bank of Poland, **CAPITAL SERVICE** will reduce the interest rate to a value corresponding to the new

maximum interest or percentage of the maximum interest for delay. In the event of an increase in the reference rate of the National Bank of Poland, CAPITAL SERVICE is entitled to charge interest on the basis of an increased maximum interest rate or a percentage of maximum for delay.

11. CAPITAL SERVICE is at any time entitled to reduce the amount of operating commission by granting rebates, periodically reducing or completely abandoning the commission or proposing other promotional terms and conditions for granting the LOAN, which the BORROWER is informed of each time before the payment of the LOAN.

#### TERMS AND CONDITIONS FOR GRANTING A LOAN

12. The condition for concluding the CONTRACT and granting the LOAN is the submission by the BORROWER of an application.
13. The granting of the LOAN is subject to a positive assessment of the APPLICATION and a positive assessment of the borrower's creditworthiness by CAPITAL SERVICE based on the information contained in the DATABASE.
14. In the event of refusal of the loan on the basis of the information contained in the DATABASE, CAPITAL SERVICE shall immediately and free of charge inform the BORROWER of the results of this check and indicate the DATABASE in which the check was made.

#### WITHDRAWAL OF THE LOAN

15. The total amount of the loan shall be paid in the form of:
- cash withdrawals,
  - the transfer to the borrower's bank account indicated in the APPLICATION,
  - the prepaid card, on the basis of a separate contract of the BORROWER with CAPITAL SERVICE,
  - cash withdrawals in the form of Giro at the bank's box office or in the PPUP Branch Post Polska within 4 days from the date of placing the total amount of the loan at the disposal of the BORROWER.
16. The payment of the total amount of the loan shall be made in the form indicated in addition by the BORROWER in the APPLICATION and in accordance with the disposition of payment of the BORROWER, no later than 3 working days from the date of the decision taken by CAPITAL SERVICE on the granting of the LOAN.
17. If the BORROWER does not receive the total amount of the loan placed to him within the time limit referred to in point 15(a) of the basic Regulation, the loan shall be informed of the amount of the loan. (d) the provisions of the WITHDRAWAL AGREEMENT shall apply mutatis mutandis..
18. CAPITAL SERVICE shall, before concluding the AGREEMENT, forward a draft agreement at the request of the BORROWER.
19. CAPITAL SERVICE shall provide the BORROWER WITH an INFORMATION FORM before the conclusion of the AGREEMENT.

#### REPAYMENT OF THE LOAN

20. The BORROWER is obliged to pay under the contract on the terms of payment of the RATE specified in the SCHEDULE:
- in the BRANCH or
  - to a CAPITAL SERVICE bank account with the number:  
\_\_\_\_\_
21. CAPITAL SERVICE is obliged at the entire duration of the AGREEMENT, at the request of the BORROWER submitted to the BRANCH, to issue the BORROWER A SCHEDULE.
22. The inclusion of payments made by the BORROWER towards the repayment of the LOAN takes place in the following order: OPERATING COMMISSION, interest on the interest on the interest on the loan, interest on late repayment, capital of the LOAN.

#### EARLY REPAYMENT OF DEBT

23. The BORROWER shall be entitled at any time to repay all or part of the debt before the expiry of the deadline resulting from the CONTRACT.
24. In the case of repayment of all debt before the date specified in the CONTRACT, the TOTAL COST of the LOAN shall be reduced by those costs which relate to the the duration of the CONTRACT has been reduced, for example the BORROWER has incurred it before that repayment. CAPITAL SERVICE is obliged to settle the LOAN with the BORROWER within 14 days from the date of repayment of the entire debt. The settlement of the LOAN, including the refund of any overpayment, is made at the BRANCH or by bank transfer to the bank account indicated by the BORROWER. In the event of a refund of overpayment by bank transfer, overpayments in excess of the cost of their refund shall be subject to the refund.
25. In the case of repayment of part of the debt before the expiry of the period resulting from the AGREEMENT, point 24 shall apply mutatis mutandis.

#### NON-PAYMENT OF THE INSTALMENT

26. The amounts of INSTALMENTS unpaid by the due date shall become due the following day after the expiry of those deadlines for debts overdue and due .
27. If the BORROWER fails to pay the instalment within the time limit for payment of the INSTALMENT, CAPITAL SERVICE shall be entitled to:
- interest accrual slated for late debt repayment (applies to commission slate and capital in delayed instalments)
  - take recovery.
28. The amounts charged by CAPITAL SERVICE in accordance with point 27(a) are summed up with an overdue INSTALMENT.

#### A. INTEREST ON LATE REPAYMENT

29. In the case referred to in point 27(a), the BORROWER shall, for each day of late payment, pay interest on the delay in the repayment of the debt in the amount referred to in paragraph 1. 8.

#### B. LIST OF COLLECTION ACTIVITIES

30. In the case referred to in paragraph 27(b), CAPITAL SERVICE has the right to take recovery operations against the BORROWER, such as a warning sent electronically by SMS, telephone warning (telephone call), sending by ordinary or registered letter prompts and calls for payment, personal warning (visit to borrower)

#### DURATION OF THE CONTRACT

31. The CONTRACT shall be concluded for the period from \_\_\_ / \_\_\_ / \_\_\_ year to \_\_\_ / \_\_\_ / \_\_\_r, or until the date of repayment of the last INSTALMENT, provided that the impact of all CAPITAL SERVICE receivables arising from the AGREEMENT will constitute the exemption of the BORROWER from obligations under the CONTRACT.
32. The CONTRACT shall enter into force on the date of payment of the LOAN TO THE BORROWER.

#### TERMS OF TERMINATION BY CAPITAL SERVICE

33. In the event of a breach by the BORROWER of the terms of the AGREEMENT, including in particular where it appears that the data submitted by the BORROWER to decide whether to grant the LOAN were untrue, misleading or incomplete, in the event of the untimely repayment of the debt resulting from the AGREEMENT, as well as the breach of the borrower's other obligations under the AGREEMENT, CAPITAL SERVICE may terminate the AGREEMENT on the basis of a statement in writing, with the preservation of a 30-day notice period.
34. In the event of receipt of a declaration of termination by CAPITAL SERVICE referred to in paragraph 33, the BORROWER is obliged to repay the contract debt together with all receivables arising from the AGREEMENT, including interest and interest for late delay immediately, no later than the expiry of the period of termination of the CONTRACT.

### Complaints

35. The BORROWER may lodge complaints:
- in oral form, by telephone to the HELPLINE number or to the minutes drawn up during the borrower's visit to the BRANCH,
  - in writing - in person at the BRANCH,
  - in writing, by post to the address of branch office or CAPITAL SERVICE indicated in paragraph 46.
36. CAPITAL SERVICE undertakes to process the complaint immediately, no later than 30 days from the date of delivery of the complaint.
37. In the absence of the possibility of considering the complaint within the time limit referred to in paragraph 1, the commission shall, in accordance with the procedure referred to in Article 18(2), decide on the application of this Regulation. 36, CAPITAL SERVICE shall inform the BORROWER of the planned date of reply, no more than 60 days from the date of receipt of the complaint, explaining the reason for the delay and indicating the circumstances that must be determined for the examination of the case.
38. After considering the complaint, CAPITAL SERVICE will notify the BORROWER of the examination of the complaint and provide the BORROWER with a written (paper) response. At the request of BORROWER CAPITAL SERVICE will provide a response to the complaint by e-mail to the e-mail address.

### BORROWER'S RIGHT TO WITHDRAW FROM THE CONTRACT

39. Borrowers have the right to withdraw from the CONTRACT without giving a reason within 14 days from the date of conclusion of the AGREEMENT.
40. The withdrawal period shall be respected if the BORROWER submits in writing the Declaration of Withdrawal from the BRANCH or sends the Declaration of Withdrawal to the address of the CAPITAL SERVICE headquarters indicated in paragraph 1. 46.
41. In the case referred to in point (a) and (b) of Regulation (EEC) No 20 39, the CONTRACT shall be deemed to be undue and the BORROWER is obliged to immediately return the CAPITAL SERVICE total amount of the loan plus the accrued interest from the date of payment of the LOAN to the date of repayment of the LOAN. Reimbursement shall take place no later than 30 days after the date of submission of the Declaration of Withdrawal. If the borrower fails to make a refund, the BORROWER may refer the case to court proceedings in order to recover the debt. The amount of interest due in the daily ratio is \_\_\_ PLN .
42. The model declaration of withdrawal is Annex 3 to the AGREEMENT. The declaration of withdrawal may be made without the use of the standard referred to in the preceding sentence.

### FINAL PROVISIONS

43. The BORROWER is obliged to immediately notify CAPITAL SERVICE of the change of data contained in the CONTRACT or in the APPLICATION under the pain of liability for damages suffered by CAPITAL SERVICE due to failure to inform about these changes.
44. CAPITAL SERVICE reserves the right to record and store the content of any telephone calls conducted with the BORROWER in connection with the performance of the AGREEMENT.
45. CAPITAL SERVICE is entitled to transfer claims, including outstanding claims, arising out of the CONTRACT to third parties.
46. Any correspondence of the BORROWER should be sent to the address of capital service headquarters: ul. Janusz Korczak 73, 07-409 Ostrołęka.
47. If any provision of the AGREEMENT is found to be invalid, unlawful or ineffective, the nullity, illegality or ineffectiveness of such kind shall not affect the validity, legality or effectiveness of the remaining provisions of this AGREEMENT, which will remain binding.
48. In matters not regulated by the AGREEMENT, the provisions of Polish law apply, including in particular the (Dz. U. provisions of the Act of 23 April 1964. 2019 item 1145, 1495. ) provisions of the ACT, as well as the provisions of the Act of 30 May 2014. consumer rights (i.e. OJ L 133, 11.12.1998, p. 1). 2019 item 134, 730, 1495).
49. The competent authority in consumer protection matters is the President of the Office of Competition and Consumer Protection (Warsaw Insurgent Square 1, 00-950 Warsaw).
50. The entity authorized to conduct proceedings in out-of-court dispute resolution cases with consumers is the Financial Ombudsman (Al. Jerusalem 87, 02-001 Warsaw; [www.rf.gov.pl](http://www.rf.gov.pl)).
51. Any phrase scribes in capital letters have the meaning given to them by the AGREEMENT.
52. Any amendments to the AGREEMENT shall be in writing subject to nullity.
53. The Annexes to the AGREEMENT form an integral part of it.
54. Any disputes against the basis of the AGREEMENT will be dealt with by the general court of general jurisdiction.
55. The AGREEMENT is drawn up in two single-sounding copies, one for each PARTY. On the date of conclusion of the AGREEMENT, the BORROWER received one copy of the AGREEMENT.
56. The BORROWER, by signing the CONTRACT, confirms the receipt of the LOAN granted under the CONTRACT.

The BORROWER, by signing the CONTRACT, confirms receipt of the annexes listed below:

#### Attachments:

- SCHEDULE,
- INFORMATION FORM,
- Model Declaration of Withdrawal.

BORROWER \_\_\_\_\_

CAPITAL SERVICE \_\_\_\_\_