Email: info@mogo.am
Tel: +374 (12) 700-700

CREDIT (LOAN) CONTRACT N…..

RA,

1.**"Mogo" Universal Credit Organization LLC** (location and postal address: "Republic of Armenia, city Yerevan, Vardanants str., 18/2 Building, 4, 5, 6 territories", registration certificate number 266, registration number - 42, date of registration, month, year - June 23, 2017), hereinafter referred to as **"the Company"**, in the face of ______, who acts according to the power of attorney, on the one hand and _______ (identification document: ______, date of issue _______, issuing authority _______, registered address:______), hereinafter referred to as the **"the Borrower",** on the other hand, guided by the legislation of the Republic of Armenia, have signed this Contract on the following:

SECTION I. SUBJECT OF THE CONTRACT, AMOUNT OF CREDIT, PURPOSE AND RATE OF INTEREST

The Company undertakes to provide the Borrower with the amounts and terms and conditions set forth in the Contract (hereinafter referred to as Credit), and the Borrower undertakes to repay the Credit received in the manner and within the timeframe set forth in the Contract, to pay interest and monthly maintenance fees thereon, as well as to make any other payments under the Contract.

1.1 Credit shall be granted subject to the following conditions:

1.	**Credit Amount and Currency**	(--) AMD
2.	**Purpose of Credit**	For Consumer Purpose
3.	**Credit Provision Procedure**	Ardshinbank CJSC 2470103601360000 transit account on behalf of Seller
4.	**Credit Provision Form**	Lump-sum, within 1 business day after the lump sum payment to the subject of the mortgage, from the moment of origin of the Company’s Pledge Rights and the Credit Provision, referred to in this table
5.	**Annual interest rate (nominal) (hereinafter referred to as Interest or Interests or Nominal interest rate)**	-- percent)
6.	**Credit monthly service fee**	-- % - calculated by the loan schedule, against the residual amount of the loan as of the previous repayment date, and in the case of the first repayment, the loan amount.
7.	**Annual actual interest rate**	--%

8.	**Credit term**	From the moment of signing the Contract - month
9.	**Credit, interest and monthly service fee repayments**	Each month on___, with equal repayments (annuity method), according to the repayment schedule, and the interest shall be paid for Credit's actually used days.
10.	**Credit lump sum payment**	-- AMD
11.	**Subject of the mortgage**	"_" Car Brand Property Certificate Number: -, Identification Number: -, State Number: -
12.	**Minimum Percentage ratio of the value of the Credit and Subject of the mortgage**	--

1.2. The amount of the Credit may not be changed by this Contract. The Borrower is obliged to pay the limp-sum loan fee to the Company before the Credit is provided.

1.3 ATTENTION LOAN INTERESTS ARE CALCULATED BASED ON THE NOMINAL INTEREST RATE AND ANNUAL PERCENTAGE RATE INDICATES HOW MUCH THE CREDIT WILL COST FOR YOU WHEN MAKING INTERESTS AND OTHER PAYMENTS WITHIN THE TIMEFRAME AND THE AMOUNT SPECIFIED. THE ACTUAL ANNUAL INTEREST RATE CALCULATION PROCEDURE CAN BE FOUND ON THE COMPANY'S WEBSITE, BY VISITING MOGO.AM

1.4 The actual annual interest rate may be changed during the period of the Contract in connection with the Borrower's early repayment of the Loan, as well as depending on the element changes included in calculation.

SECTION 2. CREDIT REPAYMENT PROCEDURE AND INTEREST CALCULATION FORM

2.1 Credit is repaid (returned) by the Borrower on an even (annuity) basis (equal monthly payments including Credit principal, interest and monthly service charges).

2.2 Repayment (returning) of Credit, interest and monthly service charges shall be done on the Company's bank account in cash or non-cash in accordance with the Credit, Interest and Monthly Payment Schedule, which is an integral part of the Contract (called **Repayment Schedule** in the Contract). The Repayment Schedule shall be formed at the time of providing the Credit and shall form an integral part of the Contract from the moment of its formation. The Repayment Schedule is provided to the Borrower within the Company's area **and the Borrower must come to the Company within one business day after the provision Credit Amount and receive the Repayment Schedule.** The Borrower bears the risk of adverse consequences of failure to appear in the Company and failure to receive the Repayment Schedule after the provision of Credit.

2.3 Credit, interest and monthly service charges shall be deemed repaid (returned) on the day (date) when the Borrower deposits a sum into the Company's bank account, which shall be sufficient to repay Credit, interest and monthly service payments as of that date.

2.4. In case of changes in the schedule of Credit, interest and monthly service repayments with respect to the Borrower's early repayment of Credit and other circumstances, the Borrower shall perform its obligations in accordance with the amended Schedule. In such cases, the Company shall provide a new schedule for repayment of Credit, interest and monthly service charges free of charge at the Borrower's request. The Borrower bears the risk of adverse consequences for not receiving the repayment schedule.

2.5 The interest rate is calculated on a daily basis on the Credit balance provided to the Borrower, based on the calendar year, the dividend being 360 days. The calculation of interest shall begin on the date of actual entry into the account referred to in the clause 3 of the table referred to in point 1.1.

2.6 The service charge is calculated on a monthly basis against the loan residual balance as of the previous repayment date and in case of first repayment against the loan amount. The calculation of the monthly Credit service charge shall begin on the date of actual entry into the account referred to in the clause 3 of the table referred to in point 1.1.

2.7 If the deadline for fulfillment of the obligations coincides with the non-working day, then the obligations shall be done on the following working day.

2.8. In case when the deadline for fulfillment of the obligations coincides with the non-working day and the borrower performs the obligations assumed on the working day following the non-working day then interest, service charges and other payments arising from the Contract are calculated from and including the payment date specified in the Repayment Schedule.

SECTION 3. CREDIT (LOAN) CONDITIONS

3.1 Credit allocation shall be reflected in the account referred to in clause 3 of the table referred to in point 1.1. Credit date is the date of fee transfer to the account.

3.2 Unless otherwise specified by the Borrower's application and with the consent of the Company, the repayment of liabilities shall be settled in the following order:

- if any, expenses incurred by the Company in connection with the foreclosure process and other borrower's liabilities to the Company established under the Contract to provide for the fulfillment of its obligations under the Contract;

- the amount of (accrued) penalty calculated on overdue interest;

- Interest accrued on overdue credit,

- calculated (accumulated) but unpaid (overdue) monthly credit service charge,

- accrued but unpaid overdue interest,

- Overdue credit,

- Calculated (accumulated) service charge for the use of credit;

- Interest accrued but not overdue ,

- Credit amount,

If the loan is repaid earlier than the date specified in the repayment schedule, the repayments are made in the order recommended by the Borrower. If the Borrower does not propose a repayment sequence, the repayable amount shall be directed to the subsequent repayment set forth in the repayment schedule, and the excess shall be directed to the repayment of the principal.

3.3 Under this Contract, the Borrower's monetary obligations may be settled by third parties.

SECTION 4. GENERAL CONDITIONS FOR FULFILLING OBLIGATIONS

4.1 The performance of the Borrower's obligations under this Contract shall be secured by a pledge of the car referred to in clause 1.1, hereinafter referred to as "Car", in the Contract also referred to as “Means of Security”, in respect of which a relevant Agreement shall be concluded.

4.2 Subject of the mortgage (pledge) shall not pass under the possession of the Company if the Borrower has properly fulfilled its obligations under this Contract.

4.3 In the event of non-fulfillment or improper fulfillment of the obligations assumed by the Borrower in this Contract, the subject of the pledge may be subject to confiscation in accordance with the procedure established by the RA legislation.

SECTION 5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 **The Company shall have the right to:**

5.1.1 charge debt amounts from the latter’s bank accounts in any bank of RA, in accordance with the repayment schedule, as well as in the event of debt formation in a non-compliant manner by the Borrower by breach of this Contract, without the latter's additional instructions.

5.1.2 In the event of any grounds set forth in this Contract, at any time require the Borrower to fulfill the obligations assumed by this Contract in advance,

5.1.3 Request additional documents from the Borrower during the term of this Contract.

5.2 **The Company shall be obliged to:**

5.2.1. Not less than at thirty days frequency, submit to the Borrower the information provided by law and other legal acts, hereinafter referred to as **"Required Information"**, via email communication, unless the Borrower has waived its right to receive such information by email communication.

5.2.2 Provide the Borrower with the documents required by law and other legal acts, 5.2.3 In case of unilateral change in the Required Information, provide the borrower with the relevant information after the change decision has been made, but not later than 7 working days before the decision takes effect, in other cases, provide the Borrower with a change to the Required Information no later than 7 business days after the relevant change has occurred and been notified.

5.3 **The Borrower shall have the right to:**

5.3.1 unilaterally terminate this Contract without any justification within 7 working days after it's conclusion (while thinking over it),

5.3.2 repay (return) the Credit in full or in part before the deadline together with interest accrued (accumulated) at the date of actual repayment (refund), penalty and monthly service calculated for the given month.

5.4 **The Borrower shall be obliged to:**

5.4.1 repay (return) the Credit in accordance with the Repayment Schedule, pay accrued interest, monthly service charges and other payments provided for by the Company's internal legal regulations,

5.4.2 at the request of the Company, pay the penalty provided for in this Contract, in case of failure to comply with the obligations assumed under this Contract

5.4.3 upon receipt of the Company's written request for early fulfillment of its obligations under this Contract, fulfill its obligations prematurely and in full within the time limit set forth in this Contract.

5.5 The Borrower, by concluding the Contract, shall permit the disclosure of banking secrecy resulting from the Company Contract and any other information and documents relating thereto:

5.5.1 to the third party (s), Pawnee (s), guarantor (s), etc., providing performance of its obligations under the Contract

5.5.2 to the financing or refinancing organizations and entities designated by the Company,

5.5.3 under the Contract, when transferring (ceding) the right (claim) owned by the Company to the person acquiring that right,

5.5.4 To the court, other disputes body and to prosecution authorities, if such disclosure is necessary to safeguard the Company's rights and legitimate interests;

5.5.5 to the Compulsory Enforcement Agencies of the Judicial Acts in order to receive priority fulfillment of its requirements under the Contract at the expense of enforcement of the writ of execution, as well as by means of Securities.

5.6 THE BORROWER HEREBY GIVES ITS CONSENT TO THE COMPANY TO PROVIDE ANY INFORMATION ABOUT ITS OBLIGATIONS ARISING OUT OF THE CONTRACT, WITHOUT THE ADDITIONAL CONSENT OF THE BORROWER, IN ACCORDANCE WITH THE LEGISLATION OF THE REPUBLIC OF ARMENIA TO "ACRA CREDIT REPORTING" CJSC, AND, DURING THE TERM OF THE

CONTRACT, AT ANY TIME, WITHOUT PRIOR NOTICE TO THE BORROWER, MAKE A REQUEST FROM "ACRA CREDIT REPORTING" CJSC AND RECEIVE THE BORROWER'S CREDIT REPORT AND/OR SCORE RATING. SUCH INFORMATION MAY BE TAKEN INTO ACCOUNT BY THE COMPANY FOR THE EFFECTIVE EXERCISE OF THE RIGHTS PROVIDED BY THE COMPANY UNDER THIS CONTRACT, INCLUDING FOR UPDATING INFORMATION RECEIVED AT THE CONCLUSION OF THE CONTRACT.

5.7. The Borrower hereby instructs the Borrower to transfer the proceeds of the Loan on behalf of the Seller.

SECTION 6. LIABILITY OF THE PARTIES

6.1. In case of failure to pay interest on the terms specified in the Repayment Schedule, the Borrower shall pay a penalty to the Company at the rate of 0.23% of the unpaid interest for each late day, but not more than 180 calendar days in total.

6.2. In case the Borrower violates the Repayment Schedule the interest on nominal interest rate on overdue part of the credit shall terminate and non-refundable Credit shall be subject to a penalty at the rate of 12.0% per annum but not more than 180 calendar days in total.

6.3 The Borrower shall be liable for non-performance or improper performance of its obligations under the Legislation and this Contract irrespective of the absence of fault and/or the effect of an insurmountable force.

6.4 The payment of a penalty shall not release the Borrower from the performance of its obligations under this Contract.

6.5 The Borrower shall be responsible for any unreliable or hidden information submitted to the Company.

6.6 IN CASE OF FAILURE TO PERFORM OR IMPROPER PERFORMANCE OF THE OBLIGATIONS, BY THE BORROWER, ASSUMED UNDER THIS CONTRACT, THE INFORMATION ON THE BORROWER IS PROVIDED BY THE COMPANY TO THE CREDIT REGISTRY AND CREDIT BUREAUS OF THE CENTRAL BANK OF THE REPUBLIC OF ARMENIA.

SECTION 7. EARLY PERFORMANCE OF OBLIGATIONS

7.1 In the cases set forth below, the Company may, at its sole discretion, by notifying the Borrower in advance, in whole or in part refuse to grant the Credit and/or terminate the Contract prematurely, or without premature termination of the Contract require the Borrower to return the Credit, the Interest Rates calculated as of the Payment Date, penalties and monthly service charges, in case (a) of failure to perform or improper performance of its obligations by the Borrower under this Contract, or the Company's notice (s), or any other obligations set forth in this Contract or the law; or (b) the Borrower will not be able to pay its debts owed to the Company on time, or any legal process has begun, as a result of which the Borrower's assets or parts of them, must or may be transferred to third parties, or his or her assets (property) or parts of them have been seized in the manner prescribed by law; or (c) the court has declared the Borrower bankrupt (insolvent) or has instituted bankruptcy proceedings against him; or (d) civil, criminal or administrative proceedings, administrative and other proceedings have been instituted against the Borrower; or (e) the Borrower has delayed/unfulfilled liabilities towards the Company, other financial institutions (other banks, credit organizations, insurance companies, etc.), state or community budgets; or (f) Credit information has been identified as false or misleading or unreliable by the Borrower; or (g) the pledged property has been devalued; or (h) the borrower's financial position has deteriorated or there are such tendencies, which call into question the proper and complete discharge of credit obligations; or (i) the Borrower has breached financial liabilities arising from other transactions with the Company. The breaches and changes of circumstances permitted by the Borrower as set forth herein shall be deemed essential to the Company. Upon the occurrence of the foregoing circumstances, the Company has the right to demand early and full performance of the obligations from the Borrower, regardless of whether the violations made at the time of early execution were eliminated or not.

7.2 In the event of the occurrence of any of the circumstances set forth in Clause 7.1 of this Contract, the Company shall notify the Borrower in writing of the early and complete performance of the obligations (including interest, penalty and monthly service charge calculated for that month).

7.3 The Borrower shall, within 7 days of receiving the Company's notice of the early and full performance of its obligations under this Contract, unless otherwise specified by the Company notice, fully and prematurely repayment (refund) given but not returned Credit together with interest accrued (accumulated) at the date of actual repayment (refund), penalty and monthly service charge calculated for that month. If the Borrower fails to perform or performs improperly the Company's requirement of early and full performance of its obligations under this Contract, then all payments, including Credit, accrued interest and monthly service payments, shall be deemed expired in full, and the obligations assumed under this Contract shall be deemed breached, for which the Borrower shall be responsible in accordance with the procedure, terms and conditions set forth in Section 6 of this Contract.

SECTION 8. CHANGE OF PERSONS IN THE OBLIGATION

8.1 The Company may transfer (assign) its right (claim) under this Contract to another person to the extent that such rights are transferred to the cessionary (successor) in accordance with the Contract between the Company and the cessionary (successor). While transferring (assigning) the right (claim) under this Contract to another person, the Company also transfers to the latter its rights arising from the Security unless otherwise provided by the concession contract..

8.1.1. After the transfer (assigning) date, if the Company transfers (assigns) to any third party (legal successor) both the rights and obligations towards the Borrower:

(a) the transferee (assignee) ceases to exercise his rights and is also exempt from the obligations set forth in this Contract;

(b) the successor becomes a party to this Contract as a creditor with the rights and responsibility to perform its obligations which differ from those specified in this Contract only in so far as the successor has rights and responsibilities in place of the transferee (assignee).

8.1.2.After the transfer (assigning) date, if the Company transfers (assigns) to the Borrower under this Contract only the rights (claim) to the extent that such rights are transferred to the cessionary in accordance with the Contract between the Company and the cessionary (successor):

(a) the transferee (assignee) continues to serve and manage the claim in accordance with this Contract;

(b) the cessionary does not become a party to this Contract;

(c) The Borrower shall continue to perform its obligations to the Company in accordance with this Contract to the extent set forth in this Contract, unless the cessionary (successor) claims otherwise. Such fulfillment of obligations shall be deemed the fulfillment of the obligations to the Company and the cessionary.

8.2 By concluding this Contract, the Borrower acknowledges that the Company is transferring (assigning) its right (claim) under this Contract to another person without its consent.

8.3 The Borrower hereby permits the Company to disclose bank secrecy about it, on such terms and to the extent necessary to conclude a transfer (assignment) of the right (claim) to that person under this Contract.

8.4 The Borrower shall fulfill the obligations assumed under this Contract from the date of receipt of notice on the transfer (assignment) of the Company's right (claim) under this Contract in favor of the new creditor specified in the notice.

8.5 The Borrower shall not be entitled to transfer the debt or any portion thereof to any other person without the written consent of the Company.

8.6. In case of partial waiver of a claim arising out of a contract, the provisions of this section shall apply mutatis mutandis.

SECTION 9. DISPUTE RESOLUTION PROCEDURE

9.1 The Borrower has the opportunity to submit complaints-claims arising from the Contract to the RA Financial System Mediator. The Company has not waived its right to challenge the Financial System Mediator's decisions. This means that “Mogo” UCO LLC may challenge, in some cases, the decisions made by the Financial System Mediator against him.

9.2 The Parties hereby agree that the confiscation of the proceeds of this Contract and the related claims, irrespective of the amount to be levied, shall be examined in the courts of the Republic of Armenia in a simplified procedure.

SECTION 10. FINAL PROVISIONS

10.1 This Contract shall enter into force on the date of its conclusion and shall remain in full force until the Borrower has fulfilled its obligations under this Contract.

10.2 This Contract may be amended or supplemented by the consent of the Parties by making a single document. Except as otherwise provided in this Contract, any unilateral notice by the Parties and any reply or silence thereto may not be qualified as amending or supplementing this Contract.

10.3 The Borrower hereby states that bellow is his or her preferred method of providing credit information as provided by the RA Law on Consumer Credit.

	By mail
	By electronic communication
V	In the territory of the company

The communication of the Parties shall be implemented by the addresses specified in Section 11 of this Contract, if the Borrower chooses to receive the Required Delivery Information by mail or electronic communication.

10.4 The Parties hereby certify that, notwithstanding any other circumstances and without limiting any of the rights of the Parties hereunder, the Borrower shall have the right and ability to repay the Credit in full on the 12th (twelfth) month after signing the Credit Contract. In cases when this Contract is concluded for several years, this clause shall apply for each of the following 12 (twelve) months.

10.5 Any request, notice or other communication required or contemplated by this Contract shall be in writing or electronically, signed by the authorized persons of the Parties, and shall be sent to the addresses specified in Section 11 of this Contract.

10.6 Any Company claim, notice or other report sent to the other party by dispatcher or postal delivery shall be deemed to be submitted on the seventh day after the dispatch of this order to the Borrower, even if it is subsequently found that the Borrower has not received such notice. The day of sending a claim, notice or other report is determined by the Company's outgoing date or the stamp of the postal service provider.

10.7 Any Company claim, notice or other report sent to the other party's last known e-mail address shall be deemed to be submitted on the seventh day after the dispatch of this order to the Borrower, or upon sending moment of confirmation of receipt of the claim, notice, or other report to the e-mail address within the specified seven-day period. The day on which the claim, notice, or other report is sent is determined by the date of sending the claim, notice, or other report.

10.8 The Parties undertake to notify each other within three days of any change in their mailing address (location, place of residence, registration) otherwise written correspondence between the Parties arising out of this Contract shall be implemented by the Parties at the addresses specified in this Contract. The risk of legal consequences of not informing the other party about the changes is borne by the person responsible for informing.

10.9 The Signatories hereto declare that they are competent and capable, fully acknowledge and understand the meaning and significance of all the provisions of this Contract, and declare that they sign this Contract on a voluntary and favorable terms and conditions for the benefit of their interests and goals.

10.10 The Contract is signed in Armenian, in 2 (two) copies, one copy for each Party, which having equal legal force.

SECTION 11. ADDRESSES AND SIGNATURES OF THE PARTIES

COMPANY	**BORROWER**
"Mago" UCO LLC	-------------
Address:--	Address: --
Email: info@mogo.am	Email: --
Tel.: +374(12)700-700	Tel.: --
___________________________________	________________________________