# Credit line agreement dd.mm.yyyy

Lender:	Borrower:
Registration number:	Personal code:
Information phone:	Phone number:
E-mail:	E-mail:
Legal address:	Place of residence:

## Part I. Basic Terms

In accordance with the Borrower's application and the Lender's offer, the Parties enter into this Agreement and the Lender shall issue the Loan amount to the Borrower within the Credit Line Limit **000.00 EUR** by making a transfer to the Borrower's account no. **XXXXXXXXX**.

Loan terms						
1.	Credit line limit, EUR		5.	APR,%		
2.	Potential credit line limit, EUR		6.	Total amount payable, EUR		
3.	Loan amount, EUR		7.	Interest on arrears per day,%		
4.	Interest rate per month,%		8.	Penalty per day,%		

Schedule							
Payment date	Outstanding principal amount, EUR	Principal amount, EUR	Interest, EUR	Other payments, EUR	Monthly payment, EUR		

Payment procedure						
Agreement payments can be made in cash at the branch or by transfer to one of the following Lender accounts XXXXXXXX.						
Swedbank AS	LV61HABA0551040519893	Citadele banka AS	LV08PARX0012856400122			
Luminor Bank AS	LV51RIKO0000084787954					

### The Borrower enters into the Agreement through the Profile on the Portal and confirms that:

1) the information about the Borrower specified in the Agreement is correct and true;

2) The Phone Number and e-mail address of the Borrower specified in the Agreement may be used to identify the Borrower;

3) all communication using the Phone number or the Borrower's e-mail address, including the Borrower's request for the issuance of the Loan amount or confirmation for concluding amendments to the Agreement, will be binding on the Borrower;

4) has read the basic terms and conditions of the Loan Agreement, special terms (if applicable), general terms and conditions of the Portal, agrees with the terms and conditions mentioned therein and is fully aware of its obligations arising from the Agreement;
5) is capable of acting and is not under the influence of alcohol, narcotics and / or psychotropic substances.

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# Part II. General Terms

#### Definitions

 Lender's Account: any Lender's current account specified in Credit Line Limit: The limit of the Affiliate.
 Credit Line Limit: The limit of the Credit Line Amount

specified in Part I within which the Borrower may use the loan granted by the Lender.

3. Loan amount: the amount of credit received and outstanding by the Borrower within the Credit Line limit specified in Part I. 4. Date of issuance of the Loan amount: the 7th (seventh) day after the decision of the Lender on granting the Loan amount or

additional amount to the existing Loan amount. 5. Date of the last payment of the Loan amount: The last Payment Date indicated in the schedule, by which the Borrower st repay the Loan amount in full.

6. Borrower's e-mail: the Borrower's e-mail address specified in

b. Borrower's e-mail: the Borrower's e-mail address specified in the Agreement, the only user of which is the Borrower. 7. Borrower's Account: any Borrower's current account specified in the Agreement, the Branch by calling the Phone Number or in the Profile of the Borrower, or the Borrower's current account from which the Borrower has ever made a transfer to the Lender.

8. Annuity Method: A scheduling method according to which the total amount of the Loan Repayment Payment and the Interest Payment is the same each month.

9. Branch: any of the Lender's structural units (the current list is available on the Portal).

10. APR: The interest rate of the Loan amount specified in Part I, which is calculated in accordance with the Regulations of the

Cabinet of Ministers, if the Schedule is observed. 11. Schedule: The amounts and terms of payment of the Agreement specified in Part I. 12. Commissions: commissions indicated on the Portal or in the

Lender's price list for the services provided by the Lender, including commissions for additional services of the Lender,

which are voluntary and not mandatory. 13. Total amount to be paid by the Borrower: the amount specified in Part I, which is calculated in accordance with the Regulations of the Cabinet of Ministers, if the Schedule is observed.

14. Agreement: this loan agreement concluded between the Parties, which consists of Part I and Part II, the terms and conditions of the Portal (if necessary) and all its amendments and / or annexes

15. Penalty: The penalty specified in Part I for late payment of Interest.

Date of Payment: The date of payment of the monthly payments of the Agreement indicated in the schedule.

17. Monthly Payment: The total amount of Principal, Interest Payments and other payments (if any) indicated in the Schedule, which must be paid by the Payment Date.
18. Regulations of the Cabinet of Ministers: 25.10.2016
Regulations of the Cabinet of Ministers No. 691 "Regulations

on Consumer Loan" 19. Default interest: Compensation for delay in repaying the

Loan amount specified in Part I. 20. Portal: the Lender's website (currently with the domain

name www.banknote.lv), where the Borrower is identified through the Profile and the Parties communicate and exchange information.

21. Potential Credit Line Limit: The Loan Amount Limit specified in Part I up to which the Credit Line Limit may be incre 22. Privacy Policy: The privacy policy developed by the Lender,

posted on the Portal and available at the Affiliates. 23. Interest: Reimbursement for the use of the Loan amount.

24. Monthly interest rate: The interest rate specified in Part I. 25. Profile: the Borrower's personal website on the Portal, which is accessible on the Portal after entering the Borrower's personal identification code or e-mail and password, if the Borrower has agreed to the terms of the Portal.

 Party (ies): Borrower and / or Lender.
 Phone number: any Borrower's Phone number specified in the Agreement, Profile and / or Affiliate, the sole user of which is the Borrower.

#### Subject of the Agreement and Issuance of the Loan Amount

28. The Lender shall grant the Borrower a Credit Line Limit, allowing the Borrower to repeatedly request, receive and use the Loan Amount within the Credit Line Limit on the day of issuance of the Loan Amount.

29. The Borrower requests to issue each Loan amount or an additional amount to the existing Loan amount for the desired repayment term at the Branch by calling from the Phone number or through the Profile Portal.

30. Upon receipt of each Borrower's request, the Lender shall approve or refuse to issue the Loan amount or an additional amount to the existing Loan amount, inform the Borrower thereof, prepare amendments to Part I of the Agreement and offer to conclude them to the Borrower on the day of issuing the Loan amount.

31. On the day of issuing the Loan amount, the Borrower shall approve the amendments proposed by the Lender to Part I of the Agreement at the Branch, by telephone from the Borrower's registered Phone number or through the Profile Portal. 32. Upon the Borrower's instruction, the Lender shall issue the

Loan amount in cash at the Branch on the day of issuance of the Loan or transfer it to the Borrower's account.

33. If the Loan amount is not issued to the Borrower due to a transfer, the Borrower's account is erroneously indicated by the Borrower, then the amendments to Part I of the Agreement

1) the Borrower's solvency has changed significantly at the Lender's discretion:

 the Borrower delays the terms specified in the Schedule; 3) the Borrower delays the existing obligations to a third party, about which information is available in the databases on the

Borrower's income and utifillment of payment obligations; or 4) the business relationship between the Parties cannot be established or must be terminated in accordance with the requirements of law.

Other Payments of the Agreement 35. The Borrower shall pay to the Lender Interest on the amount of the Loan for the entire period of its actual use. The Lender may unilaterally reduce the Interest so that the total costs of the Agreement comply with regulatory enactments.

36. The Borrower shall pay the Default Interest and the Penalty in the cases specified in the Agreement, but shall pay the Commission in the cases specified in the Agreement or in cases when the Borrower voluntarily uses the additional service provided by the Lender. The Lender may change the amount of the Commissions at any time by publishing the new amount on the Portal and Affiliates, granting a discount or unilaterally canceling the Commissions.

### **Repayment and Payment of Agreement Payments**

37. The Borrower or a natural person related to the Borrower shall repay the Lender the Loan amount, pay Interest and other Agreement payments in the amount and term specified in the Schedule in cash at the Branch or by transfer from the Borrower's account or the Borrower's account.

38. If the Borrower delays the Payment Date specified in the Schedule for repayment of the Principal Amount, the Borrower shall

pay Delay Interest for each day of delay, which shall be calculated from the overdue Payment of the Principal Amount. 39. If the Borrower delays the Payment Date specified in the Schedule for the payment of the Interest Payment, the Borrower shall pay a Penalty for each day of delay, which shall be calculated from the delayed Interest Payment.

40. The Borrower may make a full or partial payment of the Agreement before the Payment Date indicated in the Schedule by notifying the Lender in writing 5 business days in advance or by sending an e-mail to info@banknote.lv. If the Borrower, without informing the Lender, makes a payment corresponding to the early payment of all payments under the Agreement, it shall be deemed that the Borrower has exercised the right to make the early

payment of all payments under the Agreement. 41. If the Lender has unilaterally withdrawn from the Agreement, the Borrower shall pay to the Lender all unpaid payments of the Agreement for the period until the termination of the Agreement and statutory interest until the payment of all unpaid payments of the Agreement.

### Rights and obligations of the parties. Other Provisions

42. The Borrower shall notify the Lender of any change in the purpose of use of the Loan amount, contact information specified in the Agreement (including e-mail address, Phone number, current account) or identity document or a person of political importance, his / her family member or persons closely related to him / her obtaining or losing the status within 5 working days by calling from the Phone number, through the Profile on the Portal or in the Branch.

43. The Lender may request confirmation of the Borrower's change of information by telephone, using the Phone Number, through the Profile on the Portal, Branch and / or in another manner in accordance with the Lender's instructions. The Lender may not issue the Loan until then.

44. The identification of the Borrower and communication with the Borrower by telephone shall be binding on the Parties if a telephone conversation has taken place using the Phone Number of the Borrower, during which the Lender has been provided with the requested information on the Agreement. The lender records such telephone conversations.

45. Upon concluding the Agreement at the Branch, the Borrowell shall create an inactive Profile on the Portal by sending its initial password to the Borrower's Phone Number. The identification of the Borrower and communication with the Borrower on the Portal is binding on the Parties if the Borrower has activated the Profile on the Portal.

46. The Lender may suspend or terminate the identification of the Borrower and / or communication with the Borrower by telephone, using the Phone Number or through the Profile on the Portal and request to perform the specific activity in the Branch. The borrower

will have no claim against it. 47. The Borrower may, within 14 days after the conclusion of the Agreement, exercise the right of withdrawal and withdraw from the Agreement if the Credit Line limit exceeds EUR 140 by notifying the Lender in writing. If the Borrower has not sent a notice to the Lender regarding the exercise of the right of withdrawal in accordance with the procedure and within the term specified in the Agreement, the Borrower shall lose the right of withdrawal. 48. The Borrower shall pay the Agreement payments to the Lender

for the period up to the day of full repayment of the Loan amount within 30 days after sending the notice on the exercise of the right of withdrawal to the Lender. 49. The Borrower may receive free of charge information on the

Borrower's obligations at the Branch by calling from the Phone Number or through the Profile on the Portal. If the Borrower delays the payments of the Agreement for more than 7 days, the Lender may send reminders to the Borrower for each amount of the Loan.

Lender has the right to consider it unreceived by returning it to a third party and informing the Borrower thereof. The Lender shall repay the unreasonable payment of the Borrower (including overpayment) within 3 days after receipt of the Borrower's written request. If an overpayment occurs after the repayment of the Loan amount, the Lender may charge a commission for its administration. If an overpayment has occurred on the Payment Date, it shall be redirected to the payment of payments under the Agreement. 52. The credit line limit may be increased to the Potential credit

Line limit at the request of the Borrower, the Lender assessing the Borrower's solvency. The Lender may not increase or decrease the Credit Line limit if, in the Lender's opinion, the Borrower's solvency has changed significantly.

53. The Borrower is informed that the Lender offers the Borrower additional services that are voluntary and not mandatory in order to enter into the Agreement, receive the Loan amount or to receive it on the terms and conditions offered by the Borrower.

54. The Borrower has the unilateral right to terminate the use of additional services offered by the Lender at any time free of charge, maintaining the possibility to receive the Loan amount in accordance with the existing terms of the Agreement, without further paying commissions for additional services

55. In cases where there is a valid business relationship between the Parties, the Borrower shall be identified on the between the Parties, the Borrower shall be identified on the basis of a valid agreement. The Borrower agrees that the Phone Number and Profile may be used as a means of identifying the Borrower under the Agreement. 56. The Parties hereby renew the obligations (including

ancillary rights) of the Parties arising from the loan agreement concluded between the Parties referred to in Part I of the Agreement (if such has been concluded so far), which are not covered by the ancillary rights of the earlier claim.

57. The Lender may withdraw from the Agreement in accordance with Section 1589 of the Civil Law and request the Borrower to pay the Agreement before the due date if

1) the Borrower has provided false data or information or forged documents.

#### 2) the Borrower delays the deadlines

3) In the opinion of the Lender, the material circumstances that were the basis for concluding or amending the Agreement have changed.

58. The Lender may transfer (assign) the claims arising from the Agreement or a part thereof to an unlimited number of third parties (creditors) and the Lender may continue to service the payments under the Agreement in favor of third parties (creditors) acting as their agent (trustee) without informing about their Borrower.

59. The Borrower is informed that in case of assignment of a part of the claims arising from the Agreement, the Agreement remains unchanged and as a result of the assignment of a third party (creditors) will become the Lender's creditors. 60. The Lender and third parties (creditors) may, when offering

to acquire and assign claims arising from the Agreement or a part thereof, disclose to other third parties the Borrower's income, expenses, credit history, gender, age, address and other information of the Agreement, but may not disclose the name, personal identification number, contact information and a picture.

61. The Borrower shall continue to pay the Agreement payments to the Lender also in case of assignment of the part of the claims arising from the Agreement to third parties (creditors), unless the Lender notifies the Borrower otherwise, informing about the further payment procedure of the Agreement.

62. By signing the Agreement, the Borrower confirms that he has read and understands the Privacy Policy, acknowledges that it is binding on him, and is informed about the processing of the Borrower's personal data necessary for the performance of the Agreement, including to evaluate and monitor the Borrower's ability to meet its obligations under the Agreement and the performance of its legal obligations under the Lender under applicable law.

63. If the Borrower does not provide the Lender with its personal data in cases when the processing of the Borrower's personal data is necessary for the performance of the Agreement or is required by the legislation applicable to the Lender, the Parties will not be able to perform the Agreement. By signing the Agreement, the Borrower certifies that he understands the provisions of this Clause of the Agreement. 64. The Lender may request information about the Borrower

from third parties, including publicly available databases, as well as transfer information about the Borrower to third parties, including debt collection service providers and public authorities, in accordance with the provisions of the Privacy Policy and the law applicable to the Lender, requirements.

65. The Lender shall process the Borrower's personal data until the purpose of processing the specific personal data is achieved, in accordance with the provisions of the Privacy Policy and the requirements of the legal acts applicable to the lender

66. The Borrower may terminate the Agreement by notifying the Lender in writing 1 month in advance or by sending an e-mail to info@banknote.lv, if all payments under the Agreement have been made.

67. Unresolved disputes may be settled in the court of the Republic of Latvia in accordance with the regulatory enactments of the Republic of Latvia. Lender's supervisory authority: CRPC (Brīvības Street 55, Riga, LV-1010).

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shall become invalid and the Lender shall inform the Borrower thereof.34. The Lender has the unilateral right to refuse to enter into the Agreement, to amend it or to refuse to issue the Loan amount until the date of issuance of the Loan amount, if:

In the event of a debt, the Lender may withhold the costs of recovering the debt. 50. The Lender is entitled to send (including from info@banknote.lv and norekini@banknote.lv) electronically prepared documents or notices in a non-editable PDF format without the Lender's signature to the Borrower's e-mail. 51. The Borrower's payment that does not comply with the provisions of the Agreement shall not be deemed received until the moment of its identification. If the payment of the Agreement is transferred from the current account of a legal entity in accordance with the provisions of the Agreement, the