

Credit line contract No. \_\_\_\_\_

Date:

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PART I. INFORMATION ON CONTRACTUAL PARTIES AND THE CREDIT

**Creditor**

Name: MKD Moneda d.o.o.

Registry number: 4404415060007

Head office: Trg Ilidžanske Brigade 2A, Istočna

Ilidža Address of branch office: -

Telephone: +387 800 50 207

E-mail address: info@moneda.ba

**Borrower**

Name, surname:

Unique ID number:

Identity card/passport num. (issuance and expiry date): (, )

Address:

Place:

Telephone:

E-mail address:

## 1. Definitions

1.1 The following definitions and terms defined in other places in this Contract apply to the entire Contract:

1.1.1 **BARS:** Banking Agency of Republika Srpska

1.1.2 **Borrower:** natural person, Contracting party (as defined below) which is indicated in the introductory part of this Contract.

1.1.3 **Borrower's Bank Account:** any bank account of the Borrower as above stated in this Contract, as it may be supplemented and amended via notice to the Creditor pursuant to Article 12 of this Contract and/or any other bank account from which the Borrower has made a transfer to the Creditor.

1.1.4 **Borrower's contacts:** the electronic mail address and/or mobile phone number that the Borrower listed in the introductory part of this Contract, as it may be amended via notice to the Creditor pursuant to Article 12 of this Contract, the Borrower agrees to be contacted and receive notices and communication from the Creditor.

1.1.5 **Branch offices:** organizational unit of the Creditor established as a branch office pursuant to the Law on Microcredit Organizations of Republika Srpska and other applicable provisions, and premises of the Creditor and/or any of his authorized partners; a complete list of subsidiaries may be found on the website of the Creditor: [www.moneda.ba](http://www.moneda.ba).

1.1.6 **Workdays:** any date of the week except for Saturday, Sunday or national holiday in Republika Srpska.

1.1.7 **Charges:** commissions, fees and other expenses pursuant to the Tariff of fees of the Creditor (as defined hereinafter), which the Debtor is obliged to pay to the Creditor in relation to this Contract.

1.1.8 **Contract:** this Contract on credit line signed between the Creditor and the Borrower.

1.1.9 **Disputes:** disputes as defined in Article 14 of this Contract.

1.1.10 **Credit payment:** any amount provided by the Creditor for use and paid to the Borrower pursuant to this Contract, based on the Request for Credit payment delivered by the Borrower.

1.1.11 **Term:** term of this Contract as defined pursuant to Article 4 of this Contract.

1.1.12 **Event of default:** circumstances described in Article 13 of this Contract.

1.1.13 **Interest:** compensation provided to the Creditor for approving the funds under this Contract.

1.1.14 **Interest rate:** refers to percentage rate to the amount of credit which the Borrower is obliged to pay to the Creditor as interest; the Interest rate is determined and calculated pursuant to conditions contained in the Decision on amount of interest and fees to Creditor (as defined here), as it may be amended and supplemented from time to time.

1.1.15 **Effective interest rate:** refers to the effective interest rate of credit, calculated according to the regulatory requirements of authorized bodies and pursuant to applicable regulations as presented in Annex 1 of this Contract. The Effective interest rate presented in annex is calculated based on the interest and Charges of the Creditor which are in effect on the date of signing, taking into consideration the use of entire approved limit, for the time period of 12 consecutive months. The Effective interest rate will be recalculated and presented to the Borrower with every payment of the loan and/or credit request form.

1.1.16 **Default interest:** refers to increased interest rate that is applicable to the Borrower in case of delay in payment of outstanding amounts under this Contract. The Default interest and the calculation method is determined pursuant to provisions and conditions of the Tariff of fees of the Creditor (as defined here), which may be amended and supplemented from time to time.

1.1.17 **Creditor:** MKD Moneda d.o.o.

1.1.18 **Creditor's bank account:** any bank account of the Creditor, which was published by the Creditor on its Website (as defined here) and/or in Branch offices.

1.1.19 **Credit Amounts:** refers to total amounts paid by the Creditor, which, at any time as contracted may become due and outstanding by the Debtor. For avoidance of doubt, in instance of individual withdrawal of funds of Credit Amount to limit by the Borrower, pursuant to this Contract, every paid amount by the Creditor will be considered as a separate credit and will be followed with appropriate written documentation and will be recorded in relevant registers as separate debt.

1.1.20 **Payment Schedule:** individual agreement signed in the form and in content as appended in Annex 1 of this Contract for every individual payment of amount pursuant to conditions of this Contract.

1.1.21 **Credit Amendment Request:** every written request, in form approved by the Creditor, which the Borrower filed/submitted in Branch offices, or electronic order via Online Account (as defined herein), for amending the initial conditions applicable to already paid amounts.

1.1.22 **Credit Payment Request:** every request, in form approved by the Creditor, and which the Borrower filed/submitted in Branch offices, or electronic order via Online Account (as defined herein), for paying the amount of credit to approved Limit (as defined herein).

1.1.23 **Credit Extension Commission:** refers to commission(s) for extending the deadline for Payment Date.

1.1.24 **Credit extension conditions:** condition(s) of extension of the Payment Date.

1.1.25 **Limit:** refers to the total amount of credit approved by the Creditor, and to which amount in total the Borrower is allowed to have outstanding Credit Amount with the Creditor at any time, excluding all applicable Charges.

1.1.26 **Request for increase of limit:** every request, in form approved by the Creditor, and which the Borrower filed in branch offices, or electronically via an Online Account, for increase of the limit which was previously approved by the Creditor.

1.1.27 **Notices:** notices and communication between the Creditor and Borrower related to this Contract, pursuant to Article 12 of this Contract.

1.1.28 **Online Account:** online account of the Borrower as the user stated in Article 10 of this Contract.

1.1.29 **Online Account Conditions:** conditions approved by the Creditor, which are in effect from time to time, and which regulate the maintenance and operation of the Online Account; the Creditor will publish on its website the updated version, as it is in effect, conditions of Online Accounts and every supplement and amendment of Online Account Conditions will be communicated to the Debtor for providing consent via an Online Account, pursuant to Article 12 of this Contract.

1.1.30 **Outstanding amounts:** total amounts that the Borrower is obliged to pay the Creditor under this Contract, which, for the avoidance of doubt, include the Credit Amounts, the Interest and the Charges.

1.1.31 **Contracting party or parties:** refers to the Creditor and/or the Borrower together or individually, depending on the circumstances.

1.1.32 **Payment plan:** deadlines for repayment or payment of any amount of credit and interests pursuant to the Credit Payment Request, which is in effect from time to time, as can be amended pursuant to the Credit Amendment Request approved by the Creditor.

1.1.33 **Payment Date:** deadline for repayment of any Credit Amount by the Debtor or for paying any Interest and/or Charges pursuant to the Payment plan or other payment deadline stated in this Contract.

1.1.34 **Privacy policy:** refers to the policy approved by the Creditor, which is in effect from time to time and which contains conditions for processing of personal data of the Borrower; the Creditor shall publish on the website the updated version, which is in effect, the Privacy policy and every supplement and amendment of the privacy policy will be communicated to the Borrower for providing consent via an Online Account, pursuant to Article 12 of this Contract.

1.1.35 **Subsequent deadline notice:** notices from Article 13 of this Contract.

1.1.36 **Tariff of fees:** the document approved by the Creditor, which is in effect from time to time, and contains the Interest rate, Default interest and other Charges related to credits approved by the Creditor as well as the relevant manner of calculation; the Creditor shall

publish on its website an updated version, as in effect of the Tariffs of fees as well as all supplements and amendments to the Tariff of fees, on which the Borrower will be informed through an Online Account for providing consent pursuant to Article 12 of this Contract.

1.1.37 **Date of signing:** the date on which this Contract was signed by the Borrower and Creditor, as stated above.

1.1.38 **Notice of termination:** notice from Article 13 of this Contract.

1.1.39 **Website:** website of the Creditor, at [www.moneda.ba](http://www.moneda.ba).

## 2. Interpretation

2.1 This Contract, unless the content of relevant provision provides a different meaning, will be interpreted pursuant to the following:

2.1.1 When there is a reference stated in this Contract, it will indicate to an Article, chapter, paragraph or document, unless otherwise stated, such reference will refer to the Article, chapter, paragraph or document of this Contract or another document stated in this Contract, which is in effect from time to time.

2.1.2 The titles of Articles, paragraphs or subclauses contained in this contract will only serve as a reference and will not affect in any manner on the meaning or interpretation of the body of relevant provisions.

2.1.3 Places in this Contract which use the words "include", "includes" or "including" will be interpreted to be followed with wording "without limitation".

2.1.4 Wording "this" "here", "there" and "hereunder" and of similar introduction, when used in this Contract, refer to the Contract as a whole, and not to a certain Article, chapter or paragraph in this Contract.

2.1.5 Address to the wording in "days" is defined in calendar days, unless explicitly stated as business days. The period of one or more calendar days or workdays will start on the following calendar day, i.e. workday.

2.1.6 Reference to wording in "weeks", "months" or "years" will be calculated from date to date ("corresponding day"). In instance of periods determined in "months", if the last calendar month of the period has no "corresponding day" on the day of calendar month in which the period commenced, the stated deadline will end on the last calendar day of the last calendar month of the period.

2.1.7 Defined notions are applicable to singular and plural forms of such notions.

## 3. Scope of agreement

3.1 Pursuant to conditions of this Contract, the Creditor hereby accepts to approve and provide for use the monetary funds to the Borrower by approving the credit line to the Borrower and by paying the amount of Credit, to the limit amount, and the Borrower accepts to withdraw monetary funds from the Creditor, from time to time and to repay the approved credit funds and pay for the Interest rate and Charges pursuant to conditions determined in this Contract.

## 4. Term

4.1 This Contract is made and will stay valid with full legal effect for the time period of 24 (in letters: twenty-four) months starting from the date of signing ("**Duration**"), unless the Contract is terminated pursuant to Article 13.

4.2 The Borrower is entitled to withdraw from this Contract by delivering a written notice to the Creditor no later than 14 (fourteen) days from the date of signing this Contract, but only to the extent if such right is explicitly regulated and mandatory applicable to this Contract.

4.3 In the context of the provision of the Article 4.2 above, after the Creditor receives the notice on withdrawal delivered by the Borrower, the Creditor will inform the Borrower via a written notice of the amount that should be repaid, if it exists, and which includes the amount of actually paid funds, the due Interest for relevant dates, as well as Charges incurred by the Creditor with third parties in the context of approving and paying any amount (which will, for avoidance of doubt, be included in definition of the Outstanding amounts).

4.4 If the Borrower fails to pay the above listed amounts within 10 (ten) days from the date of receiving the notice by the Creditor, withdrawal of the Borrower from this Contract does not affect the application of the provisions of Articles 8, 9, 12, 14, 16, 17 and 18 of this Contract, which remain in effect even after the withdrawal of the Borrower from the Contract.

## 5. Limit

5.1 By signing this Contract, the Creditor approves the Borrower the Limit which has been duly notified to the Borrower, and the Borrower explicitly acknowledges that he/she is fully aware of the amount and conditions of a Limit approved in such manner.

5.2 The Creditor has the discretionary right to unilaterally decrease the limit with immediate effect in the event that the Borrower fails to fulfil the obligation from this Contract or risks a significant loss/decrease of income registered in the Credit Request and/or in each subsequent evaluation of the credit rating which may be performed by the Creditor.

5.3 The Borrower is entitled to, once or multiple times, under his/her choice, file a Request for increase of the Limit, requesting the increase of Limit that was previously approved by the Creditor. In case of Request for increase of the Limit, the Creditor is entitled to request the Borrower to deliver any document that the Creditor deems necessary, provided, however, that any approval of increase of Limit represents the discretionary right of the Creditor.

5.4 Irrespective of the Request for increase of the Limit, the Creditor is entitled to, at his own discretion, increase the previously approved Limit, in case that the Borrower has a good credit history with the Creditor.

5.5 On every approved increase or decrease of Limit pursuant to this Article, the Borrower will be informed in writing via a Notice. The Borrower is entitled to in case of decrease or increase of Limit pursuant to this Article, proceed with the signing of Annex to this Contract immediately upon request of the Creditor, otherwise the Creditor is entitled to unilaterally terminate this Contract pursuant to provisions of this Contract, while the previously paid credit amounts that are being paid at that time remain in effect under the conditions approved until their full payment.

## 6. Payment and repayment

6.1 During the term of this Contract, the Borrower is entitled to, once or multiple times, according to his own disposition, file a Credit Payment Request, requesting the payment of any amount, of the Limit amount, and every such amount being paid by the Creditor is the Credit Amount.

6.2 For any Credit Payment Request filed by the Borrower under this Contract, the Borrower will be obliged to pay the compensation for payment determined in the Tariff of fees approved by the Creditor and which is in effect at the time of filing the Request.

6.3 The Creditor retains the right not to perform the payment, if the Borrower delivers a Notice of termination, does not fulfil the obligations from this Contract or risks significant loss/decrease of income registered in the Credit Request and/or any later evaluation of credit ability which the Creditor may perform, i.e. in all other conditions stipulated in this Contract or applicable regulations. The Creditor additionally retains the right not to perform the payment if the Borrower did not agree to the latest version of the Tariff of fees of Creditor on which he was properly informed.

6.4 In instance of approved individual payment, the Borrower is obliged to, upon request of the Creditor proceed with the signing of Payment Schedule according to Annex 1 of this Contract.

6.5 Payments will be performed in cash, in Branch offices, or via bank transfer to the Bank Account of the Borrower.

6.6 After payment, the Borrower will repay the Credit Amount on relevant Payment Date as defined in the Payment Schedule and pursuant to Payment plan, which the Creditor will issue to the Borrower for each individual payment. Contracting parties agree that the repayment of each amount will be performed, as a general rule, and unless otherwise contracted, in single amount in deadline of 30 (thirty) days, with applicable Interests and Charges, as defined in the Decision on Interest Amount and compensation of the Creditor which

is in effect at a relevant time, For avoidance of doubt, the Payment Date for each individual loan payment will be defined in the Payment Schedule and corresponding Payment plan.

6.7 The Borrower is entitled to, at any time, file a Credit Amendment Request due to amendments of the payment instalment and Payment Date related to previous payment.

6.8 For any Credit Amendment Request filed by the Borrower according to this Contract, the Borrower will be obliged to pay a fee for payment determined in the Tariff of fees approved by the Creditor, which is in effect at the time of filing the Request. The Creditor retains the right to not approve any Credit Amendment Request, including if the Borrower did not agree to the latest version of the Tariff of fees of the Creditor on which he was properly informed.

6.9 The Creditor is entitled to require the Borrower to deliver any document which the Creditor deems to be necessary in relation to the Credit Amendment Request and the Contracting parties explicitly agree that the approval of any Credit Amendment Request represents the discretionary right of the Creditor.

6.10 Any Credit Amendment Request filed by the Borrower and which was approved by the Creditor, will result in amending the credit conditions according to the relevant Payment Schedule, on which a written annex may be made to such Payment Schedule, which will be an integral part of it, as well as amending the relevant existing Payment plan with such Payments Schedule and the Creditor is obliged to, immediately after approving the Credit Amendment Request in respect to the Borrower, deliver a new Payment plan.

6.11 The approval of the Creditor for any Credit Return Request or Credit Amendment Request will be communicated to the Borrower via a written Notice.

6.12 The Borrower may extend the Credit Payment deadline no later than the expiration of the extension deadline, or renegotiate the Payment plan and credit payment dynamics in the manner that the payment deadline is extended in accordance with payment deadlines which are applicable by Creditor at the moment of extension the Credit Payment deadline, with the obligation to pay the Commission for Deadline Extension, taking into consideration that the payment of contractual payments is not delayed by more than days applicable by Creditor at the moment of extension the Credit Payment deadline or that the Payment Schedule or this Contract is not breached otherwise.

6.13 The conditions for extension and, consequently, amended credit conditions under individual payment will take effect when the Creditor properly received the payment of Credit extension commission.

6.14 If the credit repayment deadline is extended, during the extension period the Borrower will pay the Creditor only the Credit extension commission but the repayment of other amounts based on credit is delayed on contracted extension period.

### **7. Interests and compensations**

7.1 The Borrower will pay the Creditor interest to approved and paid Credit amount under the rate stated in the Tariff of fees of the Creditor, which is in effect at the moment of filing Credit Payment Request or Credit Amendment Request, as applicable, and said will be stated in the Payment Schedule. The Interest rate is calculated in the manner determined in the Tariff of fees of the Creditor which is in effect in the relevant period.

7.2 The Interest will be due for payment on Payment Dates, pursuant to the relevant Payment Plan.

7.3 The Borrower is also obliged to pay Charges to Creditor pursuant to the Tariff of fees, which is in effect at the time of incurring the expense, and, unless otherwise determined, all expenses must be paid by the Borrower in advance for any Request addressed and approved by the Creditor immediately upon request of the Creditor, but no later than from the effective date of amendments from the Credit Amendment Request.

7.4 In case of early repayment of the credit amount, the Creditor will decrease the total Charges pursuant to applicable regulatory requirements. In every instance of early repayment, as stipulated in this Contract, the Borrower is obliged to deliver at least 8 days earlier a previous Notice to the Creditor, informing him on the stated early payment and requiring a recalculation and adjustment of Payment plan and total Charges in reference to the relevant Credit amount as listed here. The Borrower is obliged to, in case of early repayment of the credit amount, conclude the mutual agreement in the branches of Creditor.

### **8. Default interest**

8.1 In the event that the Borrower is delayed with paying any funds owed to the Creditor based on or in relation to this Contract, including any amount of credit or Interest rate, in respect to the Payment Date of such monetary obligations, the Borrower will be obliged to pay the Default interest rate to the Creditor, and which will be calculated according to the Payment plan and Tariff of fees which are in effect at the date when the Default interest rate can be calculated pursuant to applicable provisions and this Contract.

8.2 The right to calculate and pay the Default interest rates does not affect any other right or legal remedy which the Creditor may use pursuant to this Contract and applicable regulations, including, without limitation, the initiation of court proceedings on collection proceedings pursuant to applicable regulations, and the right to terminate this Contract pursuant to Article 13 of the said.

### **9. Payment**

9.1 All payments due and which are to be paid to the Creditor pursuant to this Contract will be performed by the Borrower in any Branch office or to any Creditor's bank account. Any payment owed by the Borrower under this Contract will be considered effectively paid to the Creditor, after the funds are actually delivered to the Branch office on which the Creditor will issue a written confirmation or after conducting the inflow of funds to any Creditor's bank account.

9.2 The Borrower will be obliged to perform all payments to Creditor under this Contract, exempt and without banking expenses, from any retention, set-off or deduction. Any banking expenses related to any payment by the Creditor, will be covered by the Borrower.

9.3 The Borrower agrees and hereby explicitly consents that the Creditor may, from all amounts being paid by the Borrower or that are paid to the Borrower by the Creditor, retain and perform set-off with any of the Charges and/or other amounts owed by the Borrower to the Creditor.

9.4 If payment of due amounts demanded by the Creditor is performed by a third party authorized by the Borrower, the Borrower is obliged to properly inform the Creditor about the said before the third party performed payment of due amounts, by delivering a written Notice about the above mentioned, and by stating details of the third party according to the request of the Creditor. The Creditor is not obliged to accept any unidentified payments by the third party performed on behalf of the Borrower if the Borrower failed to properly inform the Creditor as stated in this Contract.

### **10. Online Account**

10.1 After signing this Contract, the Borrower will open and maintain the user Online Account with the Creditor pursuant to the Online Account Conditions which apply to the Online Account.

10.2 The Online Account will be available electronically via a Website pursuant to the Online Account Conditions.

10.3 The Online Account will serve as the platform for the Borrower to manage his/her relations with the Creditors in regard to this Contract, which includes acquiring information on state of obligations and details on recent transactions, making amendments in information of the Borrower, bank accounts and profiles, drafting and reception of Notice by the Creditor, filing credit payment and Credit Amendment Requests, etc. The Online Account will not serve as a payment system.

10.4 Information on the Online Account will be treated by the Creditor in accordance with the valid Privacy policy.

### **11. Borrower statements and guarantees**



11.1 By signing this Contract, the Borrower states and guarantees to the Creditor the following:

11.1.1 All information/documents that the Borrower delivered for approving the initial Credit Amendment Request delivered to the Creditor, as well as those to be filed in relation to any subsequent evaluation of credit ability that the Creditor may implement is/will be true and accurate in every material aspect from the date of their delivery to the Creditor.

11.1.2 The Borrower acquired from the Creditor all necessary explanations prior to agreeing on the conditions and provisions applicable to this Contract and every Payment Schedule.

11.1.3 This Contract was freely concluded by the Borrower and it represents a mandatory and enforceable obligation for the Borrower, its successors and authorized recipients.

11.1.4 On the date of signing, the Borrower is not the subject of enforcement as a part of any judicial proceeding or in other manner pursuant to applicable laws, and it is uncertain that such procedures will be reasonably initiated toward the Borrower by third parties, and the Borrower is obliged to immediately inform the Creditor on the existence of any event that may lead to the risk of initiating enforcement.

11.1.5 The Borrower will immediately inform the Creditor on occurrence of any event that may lead to risk of significant loss/decrease of income of the Borrower reported in the initial request to the Creditor and those that are filed in relation to each subsequent evaluation of credit ability that may be implemented by the Creditor.

11.1.6 The Borrower will immediately inform the Creditor on every changes of their information stated in this Contract.

## 12. Notices

12.1 The Creditor may deliver the Notice to the physical address stated by the Borrower in this Contract (or subsequently informed the Creditor pursuant to this Contract), to the e-mail address of the Borrower or other addresses or contacts that the Borrower may occasionally specify via a Notice. The Creditor may also send the Notice to the Borrower by publishing e-messages via an Online Account.

12.2 The Borrower may deliver the Notice to the physical address of the central office of the Creditor or may send e-messages via an Online Account.

12.3 Every Notice delivered by the Creditor will be deemed as delivered and will take effect for the Borrower, immediately (a) after personal delivery (b) after receiving the e-mail or SMS, (c) after receiving a message via Online Account (for the purpose of avoiding doubt, the moment of receiving e-mail, SMS, i.e. message via Online Account is the moment of receiving the digital certificate on reception by the Creditor).

12.4 It will be deemed that every Notice sent by any Contracting party to the physical address of the other Contracting party via a postal service takes effect immediately after reception by the Borrower.

12.5 Notwithstanding the above, every Notice delivered via other means of communication, and which was proven as effectively performed/received, will not be invalid since it differs from the above stated.

## 13. Termination and legal consequences

13.1 An "Event of Default" represents the material breach of this Contract by the Borrower under this Contract.

13.2 In case of default, the Creditor may unilaterally terminate this Contract by delivering a written Notice ("**Notice of termination**") to the Borrower stating in the Notice of termination the applicable subsequent deadline for fulfilling the obligation by the Borrower which has to be reasonable and not shorter than 15 (fifteen) days ("**Notice of subsequent deadline**") and by informing the Borrower that the Contract will be terminated:

13.2.1 if the Event of Default is unresolved by the Borrower in the deadline stated in the Notice of Subsequent Deadline, or

13.2.2 in case that the Event of Default may not be resolved, if in that period there is no agreement on adequate alternative manner of paying for debts between the Contracting parties.

13.3 Notice of termination sent by the Creditor pursuant to this Article will result in the termination of this Contract with immediate effect from the moment of receiving the Notice, or, if necessary, any other later date stated in the Notice of termination.

13.4 Without prejudice of the above stated, Contracting parties explicitly agree that the Creditor is entitled to immediately terminate the Contract via written Notice of termination to the Borrower, in the following cases, for which the Contracting parties state to be essentially significant for this Contract:

13.4.1 The Borrower fails to pay the due amounts pursuant to this Contract; or

13.4.2 The Borrower breaches his statements and guarantees from Article 11 of this Contract; or

13.4.3 The Borrower suffered a significant loss/decrease in income reported in the Credit Request and/or each subsequent evaluation of credit ability that may be performed by the Creditor;

13.4.4 The Borrower does not accept any update of the Online Account Conditions and/or Privacy policy.

13.4.5 If the Creditor cannot further approve the funds to the Credit User, in the event that the Borrower's bank account has been blocked or closed, and the transfer of funds cannot be performed, and the Borrower did not open a new bank account and informed the Creditor about this via a Notice;

13.4.6 If the Creditor determined that any other circumstances related to the Borrower, which are of material significance to this Contract and the approval of Credit Amount have changed, so that it is unsubstantiated to expect the Creditor to retain the subject contractual relation;

13.4.7 If the Borrower, in any moment during the term of the Contract, denies or withdraws any required consent necessary according to the applicable regulations for the Creditor so that it can fulfil its obligations pursuant to applicable regulations and this Contract;

13.4.8 In other cases stipulated in the applicable regulations.

13.5 The Borrower may terminate this Contract via a written Notice of termination only in the case of decreasing the Limit pursuant to Article 5.2, in the instance of refusing to transfer the funds pursuant to Article 6.3 or if, in the period prescribed by Article 15.3 of this Contract, the Borrower decides not to accept the amendment for which the Creditor delivered the Notice pursuant to and within deadlines stipulated in Article 15.3 of this Contract.

13.6 Each of the Contracting parties may additionally terminate this Contract without stating any reason, by delivering the written Notice of termination to the other Contracting party with a notice period of at least 30 (thirty) days from the date of the receipt of the Notice of termination by the other Contracting party.

13.7 In any case of termination of this Contract, the unpaid amounts owed by the Borrower will be due in full on the 30 (thirtieth) day from the date of termination taking effect, irrespective of the previously agreed payment deadline.

13.8 The termination of this Contract does not affect the applicability of provisions of Articles 8, 9, 12, 14, 16, 17 and 18 of this contract, which will remain in effect even after terminating this Contract.

## 14. Applicable law and jurisdiction

14.1 This Contract is made and will be interpreted pursuant to the legislation of Republika Srpska and Bosnia and Herzegovina.

14.2 The Contracting parties agree that all disputes arising from or in relation to this Contract, shall be resolved by the competent court at the head office of the Creditor.

14.3 Notwithstanding the agreed of the court jurisdiction in point 14.2., the Creditor has the right to elect another court jurisdiction at the residence of the Borrower.

14.4 Contracting parties agree that the commencement and continuation of the proceedings for resolving the disputes will not be a valid

basis for suspending any right and/or obligation and/or provision of this Contract and will not exempt the Borrower from obligations acquired through this Contract.

**15. Entire agreement, supplement and amendments**

15.1 This Contract, including its preambles and Annexes, represents the entire Contract between Contracting parties in terms of the subject matter of this Contract and replaces all previous contracts, agreements, whether verbal or written, between Contracting parties in terms of the same subject matter.

15.2 Neither this Contract nor any of the provisions hereof may be amended or supplemented except via an annex in writing (which, for the purpose of avoiding doubt, includes agreements in electronic form as well as written notices on amending the conditions or elements of this Contract delivered by the Creditor pursuant to the provisions of this Contract and to the extent permissible by the applicable regulations) which was signed by Contracting parties and every such amendment will take effect on the date of signing (except a later date of taking effect is agreed) by both Contracting parties.

15.3 Irrespective from the aforementioned, the Contracting parties agree that the Interest rate under this Contract is variable, and that the amount of Interest rate may be amended by changing the Tariff of fees by the Creditor, and by delivering the Notice on amending the Interest and the Interest rate pursuant to amending the Tariff of fees by the Creditor to the Borrower, and in this case it is deemed that this element of the Contract is amended in the manner as stated in the Notice to the Borrower under the condition that (i) such amendment will not take effect for the Borrower before the expiry of deadline of 30 (thirty) days from the date of receiving the Notice delivered by the Creditor and that (ii) during the period of 30 (thirty) days, the Borrower is entitled to terminate this Contract, without fines, pursuant to Article 13.5 of this Contract.

15.4 If the Borrower fails to deliver to the Creditor the Notice of termination pursuant to Article 13.5 of this Contract, in the above stated period of 30 (thirty) days, then the amendment of Interest rate on which the Creditor informed the Borrower will be implemented from the expiry of the above stated deadline.

**16. Assignment**

16.1 The Borrower may not assign or in another manner dispose or transfer to third parties his/her rights and obligations under this Contract may not be awarded and transferred to a third party, without the previous written consent of the Creditor, and the consent of which is at the discretion of the Creditor.

16.2 By signing this Contract, the Borrower hereby irrevocably provides his/her unconditional consent that the Creditor assigns, transfers or in another manner disposes with this Contract, and all its rights and obligations, to the third party, on which the Borrower will be informed pursuant to applicable laws.

**17. Court Proceedings**

17.1 In case that the Borrower fails to pay any amount being owed to the Creditor under this Contract in the manner and in deadlines as defined according to this Contract (including every Payment Schedule), the Creditor is entitled to use all legal remedies and all legal actions for the purpose of collecting its receivables, including, without limitation, the initiation of all proceedings before the court or other authorized body, pursuant to applicable laws.

**18. Miscellaneous**

18.1 No waiver by or on behalf of the Creditor of any of their rights according to this Contract will not exempt the Borrower from completely performing his/her obligations stated in this Contract, except to the extent in which it is explicitly exempt by the Creditor.

18.2 Any failure, cancellation or delay by the Creditor in realizing any legal remedy according to this Contract or the applicable law will not be interpreted as complete waiver of that right in full or partly and will not affect the ability of the Creditor to later exercise that right or to initiate or continue any legal remedy according to this Contract or applicable law until this is time limited by the law.

18.3 If any provision of this Contract is or becomes illegal, invalid or non-enforceable, this will not influence in any way the legality, validity or enforceability of other provisions of this Contract, and it will be considered that the affected provision was automatically replaced with another valid appropriate provision, which in largest possible measure, represents the original intention of the Contracting parties. The automatic replacement of the affected provision will be the only legal remedy between Contracting parties if it is deemed that any provision of this contract is illegal, invalid or non-enforceable.

TO CERTIFY THE ABOVE, Contracting parties have made this contract in 2 (two) counterparts, one for each side, and have signed it on the date stated here.

On behalf of the Creditor:

Borrower:

-

-

(Name and surname in print and signature)  
Authorized representative

(Name and surname in print and signature)

The Borrower with his signature explicitly states that he is signing this Contract free-willingly and that he is completely familiar with all its provisions, scope and content.

By signing this Contract, the Borrower explicitly states that he is completely familiar and that he accepts the Tariff of fees in business that are valid on date of signing this Contract, Online Account Terms and Creditor’s Privacy policy and that these documents are at his/her disposal. Every supplement and amendment to these documents will be delivered by the Borrower for consent pursuant to this Contract.

Borrower:

## Annex 1

### PAYMENT SCHEDULE

Date:

#### PART I. INFORMATION ON CONTRACTING PARTIES AND THE LOAN

##### Creditor

Name: MKD Moneda d.o.o  
 Registry number: 4404415060007  
 Central office: Trg Ilidžanske Brigade 2A, Istočna Ilidža  
 Address of branch office: -  
 Telephone: +387 800 50 207  
 E-mail address: info@moneda.ba

##### Borrower

Name, surname:  
 Unique ID number: -  
 ID card/passport number (issuance and expiry date): ! ( , )  
 Address: -  
 Place: -  
 Telephone: -  
 E-mail address: -

#### PART II. LOAN CONDITIONS

##### 1. Type of loan

Individual payment under the Credit line contract No. number of

##### Single loan payment

30 days

☐

**Limit:** BAM under the Credit line contract No.

**Individual loan amount:** BAM

##### 2. Interest rates

Daily interest rate, %: 0  
 Monthly interest rate, %: 0  
 Annual interest rate, %: 0  
 Effective interest rate, %: 0

##### 3. Charges

Fee for credit processing, %: 0  
 Cash payout fee, %: 0  
 Total amount repayable by the Borrower, in BAM:  
 Daily increase of interest rate due to delayed payments, %: 0.001

##### 4. Payment plan:

Payment date	Principal payment, BAM	Interest rate payment, BAM	Fee for credit processing, BAM	Total monthly payment, BAM
-	-	-	0.00	

By signing this Contract, the Borrower explicitly states that he is completely familiar with and accepts the conditions of this Contract, the Payment plan and the Privacy policy of the Creditor as stated on the date of signing. The Borrower will be informed on every amendment of the document for the purpose of providing consent pursuant to the Contract.

This Contract is concluded based on and pursuant to the Credit Line Contract number of , and all matters not explicitly regulated in this contract will be subject to the provisions of the Credit Line Contract number of . If case of discrepancies between the provisions of this contract and Credit Line Contract number of , the Credit Line Contract provisions number of will prevail.

Creditor:

-

Borrower:

-

(name and surname in print and signature)

(name and surname in print and signature)

