

SECURITY – BASED LOAN AGREEMENT

No. _____ as of _____

1. CONTRACTING PARTIES

1.1. **MOGO IFN S.A.**, having its registered office in Bucharest Municipality, district 3, no. 51 Calea Mosilor Street, 2nd floor, duly registered with Bucharest Trade Register office attached to Bucharest Tribunal under the running number J40/5043/2016, having the Sole Registration Code 35917970, duly registered within the General Registry of N.B.R. under the no. RG-PJR-41-110316/09.11.2016 and within the Special Registry of NBR under the no. RS-PJR-41-110097/16.02.2018, subscribed registered capital in the amount of 924.000 lei, bank account no. RO54BRDE445SV71206774450 opened with BRD Victoria Agency, telephone no.: 031 630 2621, personal data operator number 37870/2016, holding the contractual capacity of the **LENDER**,

and

1.2. **Mr. / Mrs.** _____, Romanian citizen, having his / her residence located in _____ locality, street _____ no. ____, Block ____, Entrance ____, __ Floor, Apt. ____, County / District _____, duly identified by identity card series ____ no. _____ issued on __.__.____ by _____, having the PIN code number: _____, holding the contractual capacity of the **BORROWER**,

and

1.3. **Mr. / Mrs.** _____, Romanian citizen, having his / her residence located in _____ locality, street _____ no. ____, Block ____, Entrance ____, __ Floor, Apt. ____, County / District _____, duly identified by identity card series ____ no. _____ issued on __.__.____ by _____, having the PIN code number: _____, holding the contractual capacity of Guarantor;

1.4. **Mr. / Mrs.** _____, Romanian citizen, having his / her residence located in _____ locality, street _____ no. ____, Block ____, Entrance ____, __ Floor, Apt. ____, County / District _____, duly identified by identity card series ____ no. _____ issued on __.__.____ by _____, having the PIN code number: _____, holding the contractual capacity of Guarantor;

2. DEFINITIONS:

Movable security contract means the contract whereby the Guarantor constitutes in favor of the Creditor a security interest in the motor vehicle personal property financed by this credit agreement

Guarantee Agreement means the contract whereby the Guarantor makes an irrevocable and unconditional commitment in solidarity with the Borrower.

Agreement - the present security – based loan agreement, alongside any and all the latter’s attachments, deemed as being part of the Agreement, including any and all addenda by which the Agreement shall be duly amended or adjusted at any time whatsoever during the relevant lending period.

Credit Agreement granted – the contract signed in good faith by all parties. The contract is considered granted on the date of its signing regardless of the date on which the credit is to be drawn

Monthly administration fee- represents the cost of monthly administration of the contract and is applied monthly, in a fixed amount, depending on the product chosen by the individual debtor

Lender - MOGO IFN S.A. headquartered in Bucharest, no. 51 Calea Mosilor Street, 2nd floor, district 3, having the number of registration within the Trade Register J40 / 5043 / 2016, sole registration code: 35917970, acting by any of its territorial units, as well as any other duly successor in rights of the latter.

Annual Interest Rate (AIR) - stated in percentage and it shall stand for the equivalence of at the year level, in-between the current value of all commitments under the form of loans, reimbursements and existing or future expenses, as accepted by the Lender and by the Borrower. Represents the total cost of the loan, expressed as an annual percentage and is calculated according to the following formula:

$$\sum_{k=1}^m C_k(1+X)^{-t_k} = \sum_{l=1}^{m'} D_l(1+X)^{-s_l}$$

where: (X) is AIR; (m) is the number of the last draw; (k) is the number of a draw, so $1 \leq k \leq m$; (C_k) is the value of the draw k; (t_k) is the interval, expressed in years and fractions of a year, between the date of the first draw and the date of each subsequent draw, so t₁ = 0; (m') is the number of the last reimbursement or the costs incurred; (l) is the number of reimbursement or costs incurred; (D_l) is the amount of a reimbursement or costs incurred; (s_l) is the interval, expressed in years and fractions of a year, between the date of the first draw and the date of each reimbursement or costs incurred

Events of default - the failure to comply or failure to fulfill by the Borrower, whether wholly or in part, or the inadequate accomplishment of any of the obligations the latter has undertaken by virtue of the Agreement.

File analysis commission – the file analysis commission and the single one will be establish in a fixed amount

Single commission – the single commission is set at an amount that exclusively reflects the costs incurred by the Lender for providing the service provided at the consumer's request

“Early repayment (partial or total)” - The Consumer / Borrower has the right, at any time, to fulfill in full or in part its obligations under a credit agreement before its termination. In this case, the Consumer / Borrower is entitled to a reduction in the total cost of the loan, this reduction consisting of interest and costs related to the amount repaid in advance for the period between the date of early repayment and the scheduled date of termination of the credit agreement.

In case of partial early repayment, the Consumer / Borrower has the right to choose between:

a) maintaining the value of the monthly installment and decreasing the initial crediting period;
b) diminishing the value of the monthly installment and maintaining the initial crediting period;

c) diminishing the value of the monthly installment and diminishing the initial crediting period.

The conditions under which the Consumer / Borrower may repay the loan in advance, in whole or in part, are an integral part of this contract. You can repay this loan in advance, in whole or in part.

The Early Credit Repayment Fee is:

(i) 1% of the amount of the loan repaid in advance, if the period between the early repayment and the date agreed for the termination of the credit agreement is more than one year

(ii) **0.5% of the amount of the loan repaid in advance, if the period between the early repayment and the date agreed for the termination of the credit agreement does not exceed one year.**

Borrower/ Consumer – the natural person, including the Guarantor, who acts for purposes that are outside his commercial or professional activity

Reimbursement Schedule - the table (attachment no. 2) indicating the instalments of the loan payments and the latter's payment deadlines, as agreed upon between the Parties upon signing the Agreement or as rescheduled under the Agreement provisions in force.

Insurance Policy - the mandatory civil liability insurance for the relevant vehicle.

Business day - one day (other than Saturdays, Sundays and legal holidays), when banks are usually open for conducting operations with the public.

Overall loan costs - entire costs, including interest, commissions, fees and any other type of such costs, that the Borrower shall incur regarding the Agreement and which are duly acknowledged by the Lender, save for notary's fees and the costs with accessory services related to the loan agreement.

The overall loan costs for consumers shall not include the following:

a) any costs incurred by the Borrower for failure to comply with any of the commitments established under the loan agreement;

c) other such costs, except the procurement fee which, for the procurement of goods and services, the consumer shall be under the obligation to pay, regardless of whether the transaction has been made in cash or by credit.

Loan-related costs – costs set in the Agreement and related with the execution of the Loan, that the Borrower pays to the Lender.

Party or Parties – all Lender, Borrower and Guarantor together or each individually.

Pledge agreement – agreement No. ____ concluded on _____ between the Borrower and the Lender regarding the security of the Loan.

Lender's account – Lender's account having the IBAN code _____ as opened with _____.

GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Mogo Credit Facility Instalment – includes the remaining outstanding Loan value (principal) under the Agreement and the Interest accrued up to activation date of the Mogo Credit Facility Instalment is performed, specified in Clause 6.8. of the Agreement, regardless of the date of payment of the instalment. The Mogo Credit Facility Instalment replaces the corresponding all standard Loan instalments. Upon payment, the Borrower repays all of its Loan instalments outstanding and accrued Interest obligations under the Agreement in accordance with the provisions of Clause 6.8. of the Agreement.

GPS monitoring – the possibility of the existence of a monitoring system applied exclusively on the mortgaged property in favour of the Mogo Lender

3. SUBJECT MATTER OF THE AGREEMENT

3.1. The Lender grants the Borrower a *vehicle security – based personal needs loan* in the amount of _____ RON (*sum in words lei*), hereinafter referred to as the Loan, for a period of _____ (*in words*) months, the amount that includes the file analysis commission, under the following main financial conditions:

3.1.1. The statutory interest, as negotiated shall be ____% per annum;

3.1.2. For the Loan, as granted, the Lender shall charge the following fees, that the Borrower shall hereby agree upon, namely:

3.1.2.1. The file analysis fee, in the fixed amount of _____ lei;

3.1.2.2. The monthly management fee shall belei in a fixed amount received monthly ;

3.1.2.3. The early repayment fee is:

(i) 1% of the amount of the loan repaid in advance, if the period between the early repayment and the date agreed for the termination of the credit agreement is more than one year

(ii) 0.5 % of the amount of the loan repaid in advance, if the period between the early repayment and the date agreed for the termination of the credit agreement does not exceed one year. .

3.1.3. The agreed penalty interest shall be ___% per day;

3.1.4. Other costs falling under the Borrower's duty which are to be set in compliance with the present Agreement terms and conditions shall also be mandatory and binding for the Borrower.

3.2. The Borrower shall hereby undertake to reimburse the Loan, as granted (the principal) and to pay any and all financial obligations falling under its duty as per the present Agreement conditions and terms, including without limitation to interests, fees, commissions, penalty interests, taxes or any other such costs or expenses, as owed:

A	Vehicle acquisition financing value	
B	Commission analyzes funded file	
c	Total Suma imprumutata (Total Loan Amount with issuance) A + B	__ Lei
D	Dobanda fixa (Interest for full maturity)	__ Lei
E	Comision de administrare lunara (valoare commission x nr. Luni finantate) (Monthly Handling fee for full maturity – commission value x number of months financed)	__ Lei
F	Costul total al creditului (Total cost of credit) (D + E)	__ Lei
g	Comision unic (Single commission)	__ Lei
h	Valoare totala platibila (Total value payable) (C + F)	__ Lei
l	Durata contractului de credit (Maturity in months)	
j	Valoarea ratei (Monthly installment amount)	__ Lei
k	Valoarea ultimei rate (Last installment amount)	__ Lei

4. DISBURSEMENT OF THE LOAN

4.1. The Lender transfers the amount of lei to the Supplier/ Seller's bank account holding the IBAN code _____ as duly opened with _____, representing vehicle acquisition financing and in the amount oflei representing financing analysis fee..

4.2. The Lender shall transfer the full amount of the Loan to the Borrower on _____, as conditioned by the cumulative fulfillment of the following conditions precedent:

- 4.2.1. The Agreement and its Attachments shall be duly signed by the Parties, including by Guarantors and Fidejussor, depending upon case;
 - 4.2.2. The asset making up the subject matter of the security has been assessed under the present Agreement provisions;
 - 4.2.3. The asset making up the subject matter of the security has been insured under the present Agreement provisions;
 - 4.2.4. the security agreements are duly signed and the latter's advertising under the legal provisions in force are advertised;
 - 4.2.5. The Lender has been duly remitted any and all deeds, documents and writs, as requested by the Lender in view of granting the Loan making up the subject matter of the present Agreement, in a format that has been duly accepted by the Lender;
 - 4.2.6. The Lender has been remitted the Vehicle Identity Card, series _____, in original format.
 - 4.2.7. Any and all information supplied by the Borrower and, if applicable, by the Guarantor / Fidejussor is real, accurate and complete;
 - 4.2.8. The bank account mentioned by the Borrower is real and active upon the Loan being made available.
- 4.3. The Loan shall be deemed as drawn and fully used upon the date mentioned under point 4.2.

5. LOAN – RELATED COSTS

The Borrower shall pay to the Lender the following Loan-related costs:

- 5.1. The Annual Interest Rate** which shall be paid by the Borrower shall be ___% per annum and:
 - 5.1.1 it shall be fixed for the entire lending period;
 - 5.1.2. it shall be due as of the Loan being made available to the Borrower until the actual and full reimbursement of the Loan;
 - 5.1.3. it shall be duly calculated at the balance of the Loan granted to the Borrower and it shall be duly paid on a monthly basis, at the same time with the Loan installment;
 - 5.1.4. it shall be duly calculated according to the following formula: $\text{Loan balance} \times \text{Annual Interest Rate} \times \text{number of days it is calculated for} / 365 \times 100$;
- 5.2. The File Review fee** in fixed amount, of _____ lei and:
 - 5.2.1. it shall only be charged if the Loan is granted;
 - 5.2.2. it shall only be charged once, upon signing the Agreement;
 - 5.2.3. it shall be withheld from the Loan upon the Loan being made available.
- 5.3. The Loan Management fee** is charged on monthly basis as fixed amount only for services related to making the Loan available, monitoring the running of the Loan, Loan reimbursement transactions.

5.4. The early repayment fee is:

- (i) 1% of the amount of the loan repaid in advance, if the period between the early repayment and the date agreed for the termination of the credit agreement is more than one year
- (ii) 0.5 % of the amount of the loan repaid in advance, if the period between the early repayment and the date agreed for the termination of the credit agreement does not exceed one year.:
 - 5.4.1. it shall only be paid in case of advance reimbursement;
 - 5.4.2. it shall be calculated and paid both in case of partially advance reimbursements and in case of full reimbursement of the Loan;

5.5. Annual Interest Rate (AIR)%

5.5.1. The calculation of the effective annual interest rate is based on the assumption that the credit agreement will remain valid for the entire agreed period, and the Lender and the Borrower will honor their obligations under the conditions and within the terms established in the credit agreement.

5.5.2. The Borrower shall confirm all assumptions and consequences of the calculation of the AIR, taking into account that the Interest Rate and other costs will remain fixed in relation to the original level and will apply until the termination of the Contract, and the Parties will perform their obligations in full. The total cost of the Loan determined at the date of conclusion of this Agreement and included in the calculation of the AIR does not include taxes, fees and costs payable to the Lender, based on the Borrower's options and other costs payable to third parties whose amount is not known at the date of this Agreement. such as taxes, fees and costs that are not collected by the Lender, but by third parties, in connection with the conclusion, publicity and / or registration of the Contract and ancillary guarantees, including registration, modification and deregistration in the National Register of Mobile Advertising, insurance of life.

5.5.3. The total amount payable by the Borrower for the loan granted under the terms of this contract, determined from the calculation of the APR, at the date of signing the contract is indicated in art. 3.2. This amount represents the sum of the total value of the contracted loan and its total cost to the Borrower (total interest, fees, any other costs that the Borrower must bear in connection with this loan agreement and which are known to the Borrower, except for any costs related to the contracting of the credit which cannot have a fixed value and which can be known by the Lender and the Borrower at the date of concluding the credit agreement).

5.6. **Penalty interest** is ___% of the outstanding amount per each day of the delay and:

5.6.1. it shall duly apply to any payment delay in terms of any of the Borrower's financial obligations deriving out of the Agreement performance;

5.6.2. it shall be calculated according to the following formula: outstanding Loan x annual penalty interest rate x number of days it is calculated for / 365 x 100;

5.6.3 It may NOT go beyond the value of the Borrower's outstanding financial obligations.

5.7. **Other costs** related to the establishment of the Security in accordance with the Pledge agreement, as mentioned herein and the advertising of the Lender's rights under the law, the keeping of the due validity and opposability of the Security or its termination and de-registration, as well as any eventual costs regarding the performance, taking over and / or capitalization of the relevant securities, all such security – related insurance costs, other such costs / expenses, as occurred / made for the purpose of preserving the securities, any eventual damages – interests for the prejudices incurred by the Lender as a result of destroy, deterioration or diminishing of the value of such securities, repossession procedures, debt collection costs etc., the present listing not being exhaustive, shall be borne by the Borrower.

6. LOAN REIMBURSEMENT

6.1. The Borrower reimburses the Loan in equal monthly installments which shall include the Loan amount as it is defined in art. 4.1 and the Loan -related costs in accordance with the Reimbursement Chart by the bank transfer to the Lender's account.

6.2. The Reimbursement Chart shall stand for Attachment no. 2 to the present Agreement and it shall be duly binding for the parties.

6.3. Reimbursement shall be done into the Lender's account having the IBAN code _____ as opened with _____.

6.4. The payment date shall be established under art. 1497 of the Civil Code, and the proof of payment shall be brought under art. 1504 of the Civil Code.

6.5. If the due date shall fall on any non-business day, then the Borrower pays the amounts, as owed, on the first Business day following the relevant due date if it is about an interim due date and on the last Business day prior to such due date if it is about the last due date of the Agreement.

6.6. The amounts failing to be paid upon due date becomes outstanding as of the same date.

- 6.7. In case of any delay to the payment of the outstanding installments, the Lender shall duly report such fact to the Credit Bureau and / or the Bank Risk Central Office (depending upon case).
- 6.8. For agreements with a Loan length of more than 12 (twelve) months where this is provided for in the Agreement, the Borrower may avail himself / herself of the right to pay a Mogo Credit Facility Instalment with which to reimburse in advance on its obligations under the Agreement without having to pay advance reimbursement commission in accordance with the Clause 7.5. of the Agreement:
 - 6.8.1. The Mogo Credit Facility Instalment could be paid by the Borrower in the period from the day following the maturity of the respective eleventh (multiple of eleven) standard Loan instalment to the maturity of the respective twelfth (multiple of twelve) standard Loan instalment in respective Loan year. The payment period and amount of the Mogo Credit Facility Instalment shall be all unpaid Loan instalment payments in accordance with the Schedule.
 - 6.8.2. In order to exercise its right to use Mogo Credit Facility Instalment, the Borrower contacts the Lender with request to provide precise sum of Mogo Credit Facility Instalment, and shall pay the Mogo Credit Facility Instalment to the specified amount and within the specified period explicitly indicating the following text in the description of the bank transfer payment order: “ Mogo Credit Facility Instalment under (Agreement number)”;
 - 6.8.3. In case the requirement under Clause 6.8.2. is not fulfilled, the Lender will consider that the payment is made for a standard advance reimbursement and will charge a commission in accordance with Clause 7.5. of the Agreement.
- 6.9. The right to Mogo Credit Facility Instalment does not limit the Borrower's right to reimburse the obligations under the Agreement in advance at any other time of the Loan length. In this case, the Borrower will be charged advance reimbursement commission in accordance with Clause 7.5. of the Agreement.
- 6.10. The payment of the Mogo Credit Facility Instalment does not relieve the Borrower from its obligations to repay the remaining outstanding amounts under the Agreement.

7. ADVANCE REIMBURSEMENT OF THE LOAN

- 7.1. The Borrower is entitled to reimburse the Loan in advance at any time.
- 7.2. Such advance reimbursement of the Loan may be done either fully or in part, in such case the Borrower must submit to the Lender written notice in accordance with Clause **Error! Reference source not found.** of the Agreement at least 24 (twenty-four) hours in advance.
- 7.3. In order for such advance reimbursement to bear legal effects, the Borrower shall preliminarily settle any and all outstanding financial obligations to the Lender's benefit, as well as any fees, commissions, interests, penalty interests, other such Loan-related costs, in accordance with the Agreement.
- 7.4. Following such advance reimbursement, the Lender shall recalculate the Loan – related costs, taking into account the actual time the Loan has been used by the Borrower.
- 7.5. In order to achieve the advance reimbursement of the Loan, the Lender shall be entitled to be compensated with the following commissions:
 - i 1% of the amount of the loan being reimbursed in advance, if the time length in-between the advance reimbursement and the date duly agreed upon for Agreement termination is more than 1 (one) year;
 - ii 0,5% of the amount of the loan being reimbursed in advance, if the time length in-between the advance reimbursement and the date duly agreed upon for Agreement termination is less than 1 (one) year.

8. IMPUTATION OF PAYMENTS

- 8.1. In accordance with art. 1506 paragraph (1) of the Civil Code, the Lender and the Borrower agree that the payments made by the Borrower shall be imputed by the Lender in the following order: other Loan – related costs, penalty interests, commissions, statutory interests, borrowed capital.
- 8.2. If the Borrower has concluded other Agreements with the Lender, the Lender shall irrevocably authorize by the Borrower to impute the payments as per the order of debts seniority.

9. SECURITY INTEREST

9.1. Any and all Borrower's financial obligations, as deriving out of the present Agreement shall be secured by the security interest over the car vehicle brand _____, model _____, color _____, fabrication year _____, chassis series _____, matriculation number in traffic _____, car vehicle identity card series _____, matriculation certificate no. _____, property of _____, hereinafter referred to as the Vehicle, in accordance with the Pledge agreement

Mr. / Mrs. _____ shall hereby sign the Agreement in a capacity of Mortgage Guarantor and in due compliance with the Mortgage Security Agreement as attached hereto under the no.as of.....having as subject matter the car vehicle holding the VIN no.and the matriculation no.....

9.2. The car vehicle described under Clause 9.1. has been duly assessed by the Lender according to the Expertise Report no. __ from _____, as drawn up by the expert assessor _____, at the amount of _____ lei.

9.3. Security advertising shall be done in compliance with the law, and all related costs shall fall under the Borrower's duty.

10. PERSONAL SECURITY CLAUSE

10.1. All Borrower's financial obligations, as deriving out of the Agreement are secured by personal security of the Guarantor.

10.2. Mr. / Mrs. _____ shall hereby sign the Agreement in a capacity of personal Fidejussor Guarantor on a joint basis with the Borrower, as hereinafter referred to as the Fidejussor, according to the Suretyship Agreement no.....as ofwhich stands for an attachment hereto.

Mr. / Mrs. _____ shall hereby sign the Agreement in a capacity of personal Fidejussor Guarantor on a joint basis with the Borrower, as hereinafter referred to as the Fidejussor, according to the Suretyship Agreement no.....as ofwhich stands for an attachment hereto.

10.3. The Guarantor on a joint basis with the Borrower irrevocably and unconditionally, on a free and aware basis guarantees that:

10.3.1. the Guarantor understands the fact that the present suretyship clause is concluded in accordance with art. 2280 and the subsequent of the Civil Code, standing for a Suretyship Agreement, and that he undertakes the fulfillment of any and all obligations deriving out of the legal texts invoked herein, and the Agreement;

10.3.2. the Guarantor undertakes to fulfill all of the Borrower's obligations under the Agreement, in case the Borrower fails to fulfill them;

10.3.3. the Guarantor undertakes to indemnify the Lender for any costs or losses incurred as a result of the Borrower's or Guarantor's fault;

- 10.4. The Guarantor shall hereby expressly state that he understands that by binding himself on a joint basis with the Borrower, he may not invoke the benefits of discussion and exclusion, as per the provisions of art. 2300 of the Civil Code.
- 10.5. Security advertising shall be done in compliance with the law, and all related costs shall fall under the Borrower's duty.

11. SECURITIES' ENFORCEMENT

- 11.1. The Vehicle securing the fulfillment of Borrower's obligations may be enforced, in due compliance with the Agreement provisions.
- 11.2. The Lender is entitled to:
- 11.2.1. pursue and enforce the security interest set forth in Section **Error! Reference source not found.** Security interest of the Agreement;
- 11.2.2. take over the Vehicle according to the provisions of art. 2440 of the Civil Code.

12. SECURITIES PROVISION

- 12.1. The Borrower and, if applicable, the Guarantor, hereby duly undertakes to conclude an insurance policy for the Vehicle and to maintain such policy during the entire Loan period.
- 12.2. The insurance policy stipulated under the previous point, hereinafter referred to as the Policy, shall be concluded for the value of the Vehicle and under the insurance conditions agreed upon by the Lender, under the sanction of failure to fulfill the insurance obligation.
- 12.3. The Borrower and, if applicable, the Guarantor shall hereby undertake to assign the indemnity right deriving out of the conclusion of the Policy to the Lender's benefit during the entire validity period of the Agreement, and submit the original of the Policy to the Lender.
- 12.4. In the event of any failure to fulfill the insurance obligation for the relevant Vehicle or of any obligation to maintain such policy validity for the entire validity period of the Agreement, the Lender shall be entitled, to carry out on the Borrower's expense any and all necessary actions in view of extending the Policy, or concluding a new Policy under the conditions and with the relevant insurance company agreed by the Lender, and thus, the Borrower and, if applicable, the Guarantor shall unconditionally and irrevocably authorize the Lender to this end.
- 12.5. In the event of the occurrence of any insured event, the Borrower and, if applicable, the Guarantor shall hereby undertake to notify the Lender not later than within 24 hours at the most.
- 12.6. If, following the Policy enforcement, the damages granted by the insurer shall fail to fully cover the value of the Borrower's financial obligations, the Lender shall keep all its rights under the present Agreement until the full covering of the Borrower's financial obligations.

13. BORROWER'S RIGHTS AND OBLIGATIONS

13.1 The Borrower has the right to:

- a) be fully, accurately and precisely informed on the essential characteristics of the financial products and services provided by the Lender, to make an informed decision that best fits his needs;
- b) ask the Lender for the conducting of operations regarding the execution of the Agreement;
- c) To ask for the change of the Loan installments due date and the Lender shall be under the obligation to conduct such amendment on a free of charge basis if the Lender decides to amend due date To reimburse the Loan even before the due date, either wholly or partially, under the conditions stipulated herein; terminate the Agreement and fully reimburse the loan under the conditions stipulated herein, if the Lender shall unilaterally amend the clauses regarding the characteristics of products and services which are to be supplied or the service performance deadlines, beyond the framework set by the law;
- d) terminate the Agreement if the Lender fails to comply with the obligations undertaken herein;

- e) request and receive from the Lender, on a free of charge basis, at any time whatsoever, across the entire length of the loan agreement, one copy of the reimbursement chart;
- f) request and receive from the Lender, on a free of charge basis a document certifying the fact that all obligations arising from the Agreement between the Parties have been settled. In case all obligations have not been settled yet, the Lender is to mention the contractual obligations having failed to be fulfilled and the deadlines and conditions under which the Borrower is bound to fully settle such contractual obligations that have failed to be accomplished;
- g) withdraw from the Agreement within 14 calendar days as of signing the Agreement, without any penalty by notifying the Lender in writing in accordance with the Clause **Error! Reference source not found.** of the Agreement. In such case the Buyer repays the Lender the remaining amount of the Loan and the interest that shall be duly calculated in Accordance with the AIR; in such case, the Lender shall be entitled to withhold the commission relating to the credit file review, in terms of the relevant Borrower, as well as the non-reimbursable taxes payable by the Lender to the public administration in terms of the Agreement (if applicable), and the payment of accumulated interests of such Borrower to the Lender as of the Agreement conclusion until the advance reimbursement date
- h) receive a written reply from the Lender regarding the requests and complaints submitted to the Lender in accordance with the Clause **Error! Reference source not found.** of the Agreement within 30 days as of the registration of the Borrower's request.

13.2. The Borrower is obliged to:

- a) comply with the financial obligations deriving out of the Agreement, in the amount, as per the methods and upon the deadlines duly stipulated herein;
- b) To notify the Borrower's intent to make full of partial advance reimbursements, within at least 24 hours in advance provide the Lender, until the full settlement of the debts deriving out of the Agreement, within the deadline set in the Agreement, with the updated documents that are related with the Loan and the Agreement;
- c) notify the Lender in writing not later than within 5 calendar days on any amendments regarding his residence and place of work.

14. LENDER'S RIGHTS AND OBLIGATIONS

14.1. The Lender has the right to:

declare all amounts owed by the Borrower as exigible and immediately due, to cease the lending, to withdraw the loan, as granted, with any and all deriving consequences and to proceed with the enforcement of securities stipulated in the Agreement, so as to recover the amounts owed by the Borrower, in the event the Borrower fails to fulfill its obligations under the Agreement for more than 90 days.

14.2. The Lender is obliged to:

duly inform the Borrower in a clear, complete, accurate and precise manner on the essential characteristics of the products and services provided by the Lender, for Borrower to make an informed decision that best fits the Borrower's needs.

15. CONTRACTUAL FAULT EVENTS

15.1. The following shall stand for contractual fault events, hereinafter referred to as the Fault event:

- 15.1.1. The Borrower fails to fulfill its obligations under the Agreement for more than 45 days;
- 15.1.2. The Borrower and, if applicable, the Guarantor fail to fulfill and / or comply with any obligations under the Agreement;

- 15.1.3. The Borrower and, if applicable, the Guarantor submit any forged or incomplete information, or omit the submission of any documents or information reasonably deemed by the Lender as being relevant, upon signing the present Agreement, or later on, during the entire Loan period;
 - 15.1.4. Any representations, commitments and securities of the Borrower and, if applicable, of the Guarantors are forged or become false and/or incomplete during the term of this Agreement;
 - 15.1.5. The value of the Vehicle drops down to the amount which can no longer fully secure the Borrower's obligations under this Agreement;
 - 15.1.6. Any of the Lender's rights of security or indemnity ceases or ceases being enforceable, or are deemed as such;
 - 15.1.7. The Borrower ceases or interrupts his business activity considered by the Lender upon granting the Loan and fails to immediately update the information in his relation with the Lender;
 - 15.1.8. The Borrower becomes insolvent or, depending upon case, starts himself insolvency procedure in accordance with the law in force;
 - 15.1.9. The Borrower sells, liquidates or transfers the patrimony of affectation of the non-bank natural person entity, or he shall diminish the same in any other way;
 - 15.1.10. The Borrower's patrimony of affectation is or shall become encumbered by any distraint or seizure, garnishment, enforcement deed or following any similar deed or any court judgment which would trigger the encumbrance / freezing / liquidation of the Borrower's patrimony of affectation;
 - 15.1.11. The Borrower and, if applicable, the Guarantor alienates or encumbers the Vehicle by further liens, without the Lender's prior written consent;
 - 15.1.12. The Borrower and/or the Guarantor is default on any other agreement concluded between the Borrower and the Lender.
- 15.2. The Borrower and, if applicable, the Guarantor shall be under the obligation to duly inform the Lender in accordance with the Clause **Error! Reference source not found.** of the Agreement on the occurrence of any contractual fault event within 24 hours as of the occurrence of such event.
- 15.3 The Lender may terminate the Agreement, initiating the recovery of Borrower's debts, for any failure to fulfill the obligations undertaken herein, as well as in case of any of the aforementioned Fault events.
- 15.4. Upon the occurrence of any of the Fault events above described, the Lender shall declare all obligations herein due and exigible and is entitled to immediately initiate the enforcement measures. Also, in the case of any delay to the payment of the outstanding installments, the Lender shall duly report such fact to the Credit Bureau and / or the Bank Risk Central Office (depending upon case).

16. ADVANCE DUE DATE

- 16.1. Clauses whose failure to be fulfilled or complied with shall stand for Fault events, as the same are listed in the previous article, shall be duly acknowledged by the Parties as being determinant for the Agreement conclusion, the Loan being part of the Lender's current business field, as such Lender acts in a capacity of a professional.
- 16.2. In the event of any failure to fulfill or comply with such determinant clauses for the Agreement conclusion, the Borrower shall have the benefit of deadline under art. 1417 of the Civil Code terminated.

16.3. Following the Borrower's having his benefit of deadline terminated, all obligations falling under the Borrower's duty, as deriving out of the present Agreement shall become due in advance and immediately exigible according to the provisions of art. 1418 of the Civil Code, and the Lender shall be entitled even to initiate the enforcement procedures for such Borrower's obligations.

17. BORROWER'S PUTTING IN DEFAULT

17.1. The Borrower has to remedy any of the Fault events within the deadline required by the Lender, and in the absence of any such deadline, in an immediate manner, without the need for any notification or other such formality to be performed by the Lender.

17.2. The Borrower and, if applicable, the Guarantor shall be automatically put in default if they fail to remedy any such Fault event within the deadline required by the Lender, and in the absence of any such deadline, in an immediate manner.

18. CONTRACTUAL PARTIES AMENDMENT

18.1. The Borrower may neither assign nor transfer in any other way his rights and obligations deriving out of the Agreement.

18.2. The Lender may transfer by assignment and/or novation, the receivable assignment or in any other way as allowed under the law the Agreement, any and all of the rights and / or obligations falling under its duty by virtue of the Agreement, and by signing the present Agreement, the Borrower shall hereby agree in advance and irrevocably upon any such transfer.

18.3 The Lender shall hereby reserve its right to transfer any time whatsoever the activity relating to the collection of installments, as related to the present Agreement, to any third party entity, without any further costs for the Borrower and without the need for the latter's additional consent and agreement to this end; in the event of any transfer of such activity relating to the collection of installments, the Lender shall be under the obligation to immediately notify such transfer to the Borrower and the latter shall be under the obligation to make the following payments to the entities mentioned by the Lender.

19. LEGAL REGIME OF THE AGREEMENT

19.1. The Agreement, as well as any and all security interests and personal securities, as related to the granting of the Loan shall stand for Enforceable Deeds according to the provisions of paragraph (1) of art. 52 of Law no. 93 / 2009 on non-bank financial institutions.

19.2. By signing the present Agreement, the Borrower and, if applicable, the Guarantor shall duly acknowledge the power of an Enforceable Deed of the present Agreement.

20. EXPRESS ACCEPTANCE / CONSENT

20.1. By signing the Agreement the Borrower and, if applicable, the Guarantor shall hereby state that they have read, understood, negotiated and expressly and irrevocably accepted while being fully aware of the case, any and all of the Agreement clauses.

20.2. Also, by signing the Agreement the Borrower and, if applicable, the Guarantor shall hereby state having validly expressed the consent for each and every single clause and for the Agreement in its entirety, and their consent, as thus stated, is serious and they are fully aware of the case.

21. IMPREVISION

21.1. The Borrower and, if applicable, the Guarantor shall hereby acknowledge that the Loan has been granted based upon the financial standing declared upon initiating the Agreement and the

latter's solvability, with the due obligation to periodically inform any amendments that may occur in terms of the Borrower's financial standing and the Guarantors' financial standing as well, during the period of validity of the Agreement. Under such circumstances, the Borrower and the Guarantor shall hereby understand the risk of amendment of circumstances across the entire length of validity of the present Agreement.

21.2. The Borrower and, if applicable, the Guarantor shall hereby undertake to perform their obligations even if their fulfillment may become more onerous than upon signing the Agreement.

22. INCREASE OF THE LOAN COSTS

22.1. The Loan costs may be increased by the Lender only if the law, or any regulation, governmental deed, of any such deed issued by the National Bank of Romania, etc., shall require more onerous rules for the Lender regarding taxes, fees, minimum mandatory reserves, methods for capital allotment, provisions, etc., and the impact is represented by increased costs for the Lender.

22.2. Such Loan costs increase shall be duly notified to the Borrower who shall be under the obligation to comply with the new Reimbursement Chart to be drawn up by the Lender on such an occasion.

23. REPRESENTATIONS

23.1. The Borrower and, if applicable, the Guarantor shall hereby state and guarantee to the Lender, under the sanction of the criminal law, that:

23.1.1. he has/they have the capacity to conclude the Agreement, as well as to duly undertake any and all obligations set forth in the Agreement;

23.1.2. he has/they have the capacity to establish the Loan – related securities, as set forth in the Agreement and the Pledge agreement;

23.1.3. the Agreement is concluded on behalf of the non – financial natural person entity, and the Loan will be used as described as set forth in the Agreement, and the natural person acts in a capacity of a consumer;

23.1.4. he is/they are solvent upon concluding the Agreement;

23.1.5. he does not have/they do not have any outstanding debts in terms of any taxes, fees, or other duties of a tax kind to the consolidated state budget or / and to the local budgets
23.1.6. He is the sole owner of the Vehicle brought as security and he has no knowledge of the existence of any individual or entity who / which might be entitled or who / which might file any claim by virtue of any legal or normative or administrative deed any property right or dismemberment of such property right, or any receivable right over the Vehicle brought as security.

23.2. The Borrower hereby states under the criminal law sanction that he shall duly notify the Lender on any amendment / termination / liquidation of the matrimony regime, within 24 hours as of such event occurrence, and the Lender shall benefit of the rights stipulated under art. 369 paragraphs (3) and (4) of the Civil Code.

23.3. The Borrower is aware of the provisions of art. 326 on forgery in statements, and of art. 244 on misleading, of the relevant republished Criminal Code, with the latter's subsequent amendments and adjustments, and he shall hereby guarantee to the Lender that he has read the Agreement and he is in full capacity of exercise, of granting securities, of undertaking and fulfilling any and all obligations according to the Agreement, the ancillary security agreements and all the latter's additional documents.

23.4. While being aware of the provisions of art. 326 on forgery in statements, and of art. 244 on misleading of the Criminal Code, with the latter's subsequent amendments and adjustments, the

Borrower shall hereby guarantee the Lender that any and all obligations stipulated and undertaken herein, as well as under any of the security agreements, and under any other further documents to the latter, are duly valid, legal, binding, they engage the latter's liability and they are susceptible of being enforced according to the latter's terms.

23.5. Prior to signing the Agreement, the Lender has duly supplied and presented the information and documents stipulated under Emergency Government Ordinance no. 50 / 2010 on loan agreements for consumers, among which: the precise and complete information on the lending procedure and on the loan documents related to the same, including a description of the lending conditions according to the "standard European level information regarding consumer loans" including, without limitation the value of the Loan, the AIR value, the interest rate, etc.

23.6. The Borrower is aware of, understands and agrees upon the provisions of the Agreement clauses and it has been negotiated with the Lender, according to the provisions of Government Ordinance no. 21 / 1992 on Consumer Protection, Government Emergency Ordinance no. 50/2010 on loan agreements for consumers, the Law no. 193/2000 on the abusive clauses in the agreements concluded in-between professionals and consumers and Law no. 287/2009 on the Civil Code, as republished.

24. NOTICES

24.1. Ann notices between the Parties shall be valid and shall be deemed as communicated if sent on durable medium, with due confirmation of receipt, at one of the following addresses:

24.1.1. For the Lender: 51 Calea Mosilor Street, 2nd floor, district 3, Bucharest / e-mail:

_____;

24.1.2. For the Borrower: _____ / e-mail: _____;

24.2. The Parties may not oppose one to another the failure to receive the that are dully sent in accordance with the Clause **Error! Reference source not found..** of the Agreement, if the Party:

24.2.1. changes its correspondence address, without any notification of such fact to the other Party;

24.2.2. fails to show up at the post office and does not pick up its mail;

24.2.3. denies receiving the mail.

25. PERSONAL DATA PROCESSING

25.1. The Lender processes and the Borrower / the Guarantor (both referred to also as data subject) are under obligation to provide their personal data which are requested by the Lender for the purpose of identification, verifying the personal data, assessing creditworthiness, executing and managing the Agreement and managing its receivables.

25.2. According to the provisions of Regulation 679/2016, the Borrower / Guarantor are entitled to:

25.1.1. request from Lender an access to their personal data;

25.1.2. request from Lender rectification or erasure of personal data;

25.1.3. restriction of processing concerning the data subject;

25.1.4. object to processing;

25.1.5. data portability.

In order to exercise the rights set forth in Clause **Error! Reference source not found..** of the Agreement, the Borrower / Guarantor shall file a written request in accordance with the Clause **Error! Reference source not found..** of the Agreement. If any of the Borrower's / Guarantor's personal data are inaccurate, the Borrower / Guarantor shall immediately notify the Lender in accordance with the Clause **Error! Reference source not found..** of the Agreement.

- 25.3. Regarding the processing of the personal information supplied to the Lender, as well as of the data collected from any external sources, the Borrower / Guarantor shall be made aware of such fact, according to the Information on Personal Data Processing, as available for the latter in e – format and / or in writing regarding the: (a) Lender’s responsibilities in its capacity of personal data operator; (b) Lender’s contact details in the event of any requests regarding personal data processing conducted by the Lender; (c) the types of such personal data that are processed by the Lender; (d) the purposes of processing such personal data and the legal grounds of any such processing; (e) third parties to whom the Lender shall supply the relevant personal data; (f) personal data storage length; (g) Borrower’s / Guarantor’s rights regarding the personal data processing and how such rights are duly complied with; h) other such information described to the Borrower / Guarantor, as per the legal requirements in force; By becoming aware of the said Information, the Borrower / Guarantor shall state his having understood and read the Information on Personal Data Processing, including the information described in the previous article.
- 25.4. The Lender shall hereby undertake to ensure the Guarantor’s / Borrower’s personal data security. Any and all Lender’s employees and representatives shall duly undertake to ensure the confidentiality of the Borrower’s / Guarantor’s personal data. The Lender shall hereby undertake to enforce adequate technical and organizational measures in view of duly protecting the personal data against any accidental or illegal destroy, accidental loss, any amendment, disclosure or unauthorized access, as well as against any form of illegal processing.
- 25.5. Whereas the legal grounds for personal data processing, the following categories of individuals shall make up the subject matter of personal data processing, namely: (i) the Borrower, (ii) Guarantors, (iii) contact individuals duly appointed by the Borrower / Guarantor.
- 25.6. The Lender may process the following personal data of data subject: name, surname, citizenship, personal identification number, date and place of birth, image, series and number of the personal identity document, copy of the personal identity document, biometrical details, telephone number, email, information certifying the family status, signature, address of residence and correspondence, information on car vehicle, the profession, place of work, financial information, details on solvency, customs, preferences, behaviors.
- 25.7. In case of the Borrower’s / Guarantor’s denial to submit personal information, it becomes impossible for the Lender’s to provide services to the Borrower, in particular to grant the requested Loan.
- 25.8. The Borrower shall hereby agree that, in the event of the issuance of digital certificates, for the purpose of checking the identity and electronically signing the required documents for the process of reviewing the loan application, the Lender may process his biometrical details and it may transfer details regarding the Borrower’s identity and telephone number to the CertSign certification services provider, acting as the Lender’s associated data operator.
- 25.9. The Lender may transfer data subject’s personal data to: public authorities, regulatory authorities and supervisory bodies, the Tax Authorities, legal / investigation Authorities, Banks; Independent Agents; Credit Bureau; Credit Risks Central Office; service providers, receivable collection agencies / receivables recovery entities, insurance companies, mounting and GPS localization service providers. Some personal data may also be transferred to other companies within the Mogo Group, within the limits of the European Community.
- 25.10. The Lender processes the personal data only as long as duly required for the purposes of processing the above described.
- 25.11. If the Borrower / Guarantor has any questions, requests or enquiries regarding the confidentiality and the personal data protection measures provided within the present

document, he shall be entitled to contact the Lender by means of the personal data officer in Bucharest, 51 Calea Mosilor Street, floor 2, or by sending an email at the following email address: protectedate@mogo.ro. The Company shall reply to such request within the legal deadline.

25.12. The Lender may call and send SMS to the Borrower's indicated number of the mobile communication operator or any other phone number, send e-mails to the Borrower's indicated e-mail address, as well as send information to the Borrower's postal address to reach the Borrower in the scope of fulfilment of the Agreement.

25.13. By signing this Agreement, the Borrower has read and familiarized himself/herself with the Lender Privacy Policy, has been informed regarding its rights as the data subject, data categories processed by Lender, its grounds and purpose, possibility to withdraw the given consents and other terms provided therein.

26. TERMINATION OF THE AGREEMENT

26.1. Parties are entitled the Agreement in accordance with the applicable law.

26.2. The Lender is entitled to terminate the Agreement in the event of any Borrower's failure to comply with any of the latter's obligations, as undertaken with the Agreement, in which case the Lender shall send the termination notification in writing to the Borrower, by means of a registered letter with confirmation of receipt. In any such event, within 5 (five) calendar days as of sending the termination notification, the Borrower shall be under the obligation to reimburse the Loan, together with the related fees and interests.

26.3. The Lender is entitled to terminate the Agreement in case of any of the Fault event.

26.4. The Borrower is entitled to terminate the Agreement and fully reimburse the Loan if the Lender shall unilaterally amend the clauses regarding the characteristics of products and services which are to be supplied or the service performance deadlines, beyond the framework set by the law.

26.5. The Borrower is entitled to terminate the Agreement if the Lender fails to comply with the obligations undertaken with the Agreement.

26.6. In case of termination of the Agreement, the Lender has the right to unilaterally terminate other agreements concluded with the Borrower.

27. OTHER CLAUSES

27.1. Any right belonging to one Party, as mentioned herein, shall trigger the correlative obligation of the other Party, even if such obligation is not expressly stipulated within the Agreement.

27.2. Mutual relations between the Parties that are not regulated herein shall be subject to the general lending rules, the Romanian laws and the Lender's internal lending regulations.

27.3. No Lender's failure to exercise any of its rights and prerogatives, as duly stipulated herein, Pledge agreement or the law in force, or no such delayed exercise of such rights shall stand for any waiver of the Lender under the law, and the Lender is duly entitled to exercise its rights at any time.

27.4. No failure by the Lender to request any document stipulated hereunder, or the Pledge agreement shall stand for any waiver of such right. The Lender may at any time whatsoever ask for the submission of documents, until the full payment of the financial obligations deriving from the Agreement.

The Borrower agrees to Lender right to transfer (cede) claims or their part arising from the Agreement to an unlimited number of third parties. The Borrower does not object that in this case Lender discloses to third parties any information derived from the Agreement as well as personal data.

The Borrower agrees that, by assignment of the claims or its part to a third party arising, third party has the same right as Lender in accordance with the Agreement as well as information on the Borrower and the vehicle .

27.5. The Borrower agrees that Lender offering (advertising) to third parties the possibility to assign the claims arising from this Agreement, is entitled to publicly disclose to third parties, including by publishing on the website the following information about the Borrower and vehicle: the gender of the Borrower, location, monthly net revenues, expenses, credit history, age, model of the vehicle, colour, manufacture year, engine capacity, mileage, value, images and other information about the Borrower and vehicle. By public disclosure (promoting) of the possibility to assign claims arising from the Agreement Lender undertakes not to disclose publicly the Borrower 's name, personal code, telephone number, email address, address and picture, as well as the vehicle state registration number.

26.6. The Borrower and, if applicable, the Guarantor shall not allow for the asset making up the subject matter of the security to leave the Romanian territory without the Lender's prior written agreement to this end, which agreement is to be acquired following a written request to this end which is to be sent at least 48 hours in advance and only if the Vehicle is duly insured, the insurance premiums are paid up to date, and the Insurer shall duly cover the occurrence of any eventual prejudices, including theft, on the territory of the relevant country of destination and of the countries of transit.

27.7. Any litigations and disagreements between the Parties in relation with the Agreement, its conclusion, validity, performance and amendment, shall be amicably settled by the Parties, and if such amicable settlement is not possible, then the Parties shall agree upon the final settlement of litigations being done in court, and the competence to settle the same shall belong to the courts of law holding material competence at the location where the Agreement is performed; the Parties shall hereby duly state that they expressly agree upon the present clause.

27.8. The Agreement shall become effective on the day of its signature by all the Parties.

27.9. Any amendments to the Agreement shall be made in writing and become valid and an integral part of the Agreement upon mutual signature of the Parties, except for the provision stipulated in Clause **Error! Reference source not found..** of the Agreement.

27.10. The Agreement has been duly negotiated and drawn up according to the Parties' will in Romanian, and it shall be duly governed by the Romanian law in force.

27.11. The Borrower has the right of notifying the National Authority for Consumers Protection (contact address: Bucharest, 72 Aviatorilor Street, district 1, telephone no.: 021-9551) or any county commissariats for consumer protection, depending upon case.

28. ATTACHMENTS

28.1. Attachment no. 1 and no. 2, as the same have been previously defined, shall be part and parcel of the present Agreement and they shall be binding for the Parties.

The parties understand that the signing of this contract can be done physically and/ or by a certified electronic signature.

The Lender

The Borrower

The Guarantor

Name Surname

Name Surname

Name Surname

Title

