# ADDENDUM TO THE GENERAL TERMS AND CONDITIONS OF THE LOAN AGREEMENT WITH CODE

## INDIVIDUAL TERMS AND CONDITIONS OF THE LOAN AGREEMENT

Kontex Trade International s.r.o., represented by Konstantin Viduto, Executive Director, in the Agreement referred to as "CREDITOR", and , birth certificate No. in the Agreement referred to as "CLIENT", enter into the following Loan Agreement:

ID	Date	Amount	Loan fee	Term	Due date	Extension of Loan ID

CREDITOR CLIENT

Kontex Trade International s.r.o.
Executive Director: Konstantin Viduto

Address: Na Okruhu 488/27, 142 00 Prague 4

Company ID No.: 248 27 061 Tel. No.: +420 774725078

Email: info@pujcka7.cz Website: www.pujcka7.cz Birth certificate No.:

Address of permanent residence:

Email: Tel. No.:

Bank account No.:

#### **GENERAL TRADING TERMS AND CONDITIONS**

## relating to Loan Agreements of Kontex Trade International s.r.o.

#### **PREAMBLE**

#### WHEREAS:

- A) Kontex Trade International s.r.o., with registered office at Prague 4, Na Okruhu 488/27, post code 142 00, company ID No.: 24827061, registered in the Companies Register kept by the Municipal Court in Prague, section C, file 177989 (hereinafter referred to as "Lender"), tel. No.: +420 222 764 979, email: <a href="info@pujcka7.cz">info@pujcka7.cz</a>, website: <a href="www.pujcka7.cz">www.pujcka7.cz</a> (hereinafter referred to as "Website"), grants non-banking loans to natural persons at the age of at least twenty-one (21) years, permanently residing in the Czech Republic (hereinafter referred to as "Client"), (hereinafter jointly referred to as "Contracting Parties" or individually referred to as "Contracting Party"), and establishes its business relations with the Clients on the basis of mutual trust and in accordance with the applicable legal regulations;
- B) the General Trading Terms and Conditions set out herein relating to Loan Agreements entered into between the Lender and the Clients stipulate the rights and duties of the Lender, as the Loan provider, and the Client, as the Loan recipient, the conditions of Loan acquisition and repayment, the legal consequences in case of non-performance of the Loan conditions, procedures applied in case of cancellation of the Loan Agreement as well as other conditions (hereinafter referred to as "General Trading Terms and Conditions");
- C) these General Trading Terms and Conditions form an integral part of any agreement or arrangement between the Lender and the Client and establishment of any contractual relations between the Lender and the Client is subject to Client's consent to the General Trading Terms and Conditions:

THE LENDER HEREBY PROVIDES THE FULL WORDING OF THE GENERAL TRADING TERMS AND CONDITIONS:

## 1. Introductory provisions

- 1.1 These General Trading Terms and Conditions stipulate the rights and duties for all contractual relations between the Lender (provider) and its Clients.
- 1.2 The Loan Agreement, in addition to these General Trading Terms and Conditions, also abides by the applicable provisions of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "Civil Code"), on the contractual types of loan agreements and on financial services entered into in a distant manner, Act No. 634/1992 Coll., on consumer protection, as amended (hereinafter referred to as "Consumer Protection Act"), and Act No. 145/2010 Coll., on consumer loans, as amended (hereinafter referred to as "Consumer Loan Act").
- 1.3 By entering into the Loan Agreement the Lender shall convey financial resources to the Client, as the debtor, in the form of a loan and the Client hereby undertakes to repay the Loan to the Lender in accordance with the Loan Agreement and these General Trading Terms and Conditions and pay a fee for the Loan.
- 1.4 The Client hereby explicitly grants its consent to use of distant communication tools for entering into the Loan Agreement and granting consent to these General Trading Terms and Conditions; distant communication tools mean operations performed through the Internet, namely the web interface <a href="https://www.pujcka7.cz">www.pujcka7.cz</a>. The Client and the Lender hereby agree to enter into the Loan Agreement using only the technical tools mentioned in this Clause, without the need to sign the Loan Agreement, including the General Trading Terms and Conditions, in paper form. By sending an application for entering into the Loan Agreement the Client confirms that use of the distant communication tools enabling individual negotiations were not rejected by the Client, that he / she agrees with them and accepts them.
- 1.5 Whenever requested during the term of the obligation resulting from the Agreement, the Client has the right to receive the Loan Agreement, the General Trading Terms and Conditions and the related documentation in paper form as well as the right to change the distant communication, unless it is in conflict with the nature of the services provided and the respective Agreement.

#### 2. Basic definitions

Unless the context of the respective term as used in the General Trading Terms and Conditions requires otherwise, the following terms provided in these General Trading Terms and Conditions shall have the following meaning:

**Client's mobile phone number** – a mobile phone number communicated to the Lender when entering into the Loan Agreement;

**Loan repayment date** – a day of a month by which the Client is obliged to repay the amount due:

Client's temporary password – a sequence of numbers generated by the Lender intended for identification of the Client which the Client shall change when he / she logs in the User zone section of Lender's electronic system for the first time:

**Electronic channels** – exchange of information or performance of other activities through the Internet or a mobile phone;

**Client's email address** – an email address which the Client communicates to the Lender when entering into the Loan Agreement;

**Form** – a form containing standard information concerning the consumer Loan within the meaning of § 5 and Annex No. 6 to Act No. 145/2010 Coll., on consumer loans and on amendments to certain laws, as subsequently amended;

**Identification (ID) code** – a code used as a key for identification of the respective Client; the identification code is used for logging in the User zone through Lender's website;

**Individual conditions** – the terms and conditions of the Loan Agreement influenced by the Client by submitting an application and choosing one of the Loan variants. These individual conditions include:

Loan amount (amount provided);

Loan fee:

Loan due date;

Amount due as of the Loan due date:

**Personal data** – information relating to the Client on whose basis Client's identity may be identified, whether directly or indirectly; they include, in particular, Client's birth certificate number, full name, address of permanent residence as provided in Client's ID card, address of actual place of residence, email address, bank account number, mobile phone number, etc.:

**Submitting a Loan application** – an application submitted by the Client in the User zone section through the electronic channels as described in Paragraph 5.1.1;

**Loan fee** – an amount which the Client is obliged to pay to the Lender for the Loan;

**Confirmation code** – a four-figure code sent by the Lender to the Client through an SMS to Client's mobile phone number; the code is intended for verification of Client's identification; by entering this code the Client confirms to be aware of the necessary data before submitting his / her Loan application; entering the code through Lender's website is a prerequisite for completion of the registration process and confirmation of the Loan application;

**Loan extension** – an application for extension of the Loan term containing a new term submitted in the User zone section which shall be confirmed by the Client by entering a password after payment of the Loan fee and all penalty fees, if any; after extension of the Loan due date, it is necessary to pay, in addition to the Loan, also a new Loan fee; the amount of this fee depends on the newly chosen Loan due date;

**Identity confirmation tools** – Client's email address, identification code, Client's password, Client's mobile phone number:

**Penalty fees** – an amount defined in the General Trading Terms and Conditions comprising fees to payment of which the Client is obliged and which the Client shall pay to the Lender in case the Client fails to make payments in accordance with the terms and conditions of the Loan Agreement in a timely manner;

**Loan Agreement** – an agreement entered into between the Lender and the Client by which the Lender undertakes, after assessing Client's financial solvency, to grant a Loan to the Client in accordance with the terms and conditions set out in the Agreement; if the Client is granted the Loan, the Client undertakes to repay the Loan and all amounts due pursuant to the terms and conditions set out in the Agreement to the Lender;

**SMS** – a system enabling sending and receiving short text messages;

**Partial payment** – a certain amount paid by the Client to the Lender on the basis of the Loan Agreement;

**Amount due** – an amount comprising the Loan principal and the Loan fee which the Client is obliged to pay by the Loan due date;

**Data administration** – any activities performed with Client's personal data by the Lender, i.e. collecting, recording, keeping and sorting; making changes (additions or corrections), providing, using, searching or a different activity or group of activities;

**Consumer Loan Agreement** – a Loan Agreement that reaches or exceeds the total Loan amount of CZK 5,000.- and all subsequent Loan Agreements entered into between the Lender and the Client in the respective period of 12 months, all within the meaning of the Consumer Loan Act;

**Loan due date** – a day by which the Client shall repay the amount due to the Lender;

Third party – a natural or legal person that is not a Contracting Party to the Loan Agreement;

**Loan** – an amount provided by the Lender to the Client in accordance with the individually agreed terms and conditions:

**User zone** – a section of Lender's website where the Client, if registered and logged in, may choose the Loan amount, perform all activities connected with acquiring and extending the Loan, receive information concerning his / her completed and actual Loans, containing all contractual documentation and data concerning the Contracting Parties and the contractual relations between them in electronic form;

**Loan application** – a part of negotiations performed by the Client when entering into the Loan Agreement; the Client enters the Loan amount and the Loan due date and applies for the Loan from the Lender.

### 3. Rights and duties of the Contracting Parties

- 3.1. The Lender hereby undertakes, after confirming the Loan in the form set out in the General Trading Terms and Conditions, to grant the Loan to the Client and the Client hereby undertakes to repay the Loan and pay the Loan fee as well as all penalty fees, if any, to the Lender.
- 3.2. Lender's duty to grant the Loan shall be regarded as performed when the Loan amount is debited from Lender's bank account and transferred to the bank account provided by the Client.
- 3.3. The Lender is obliged to:
- 3.3.1. grant the Loan in a timely manner;
- 3.3.2. notify the Client of any changes in the method of provision of services, the General Trading Terms and Conditions or Lender's data by email in advance, however, at least 96 (ninety-six) hours before the respective change is made pursuant to Paragraph 3.4.5;
- 3.3.3. notify the Client of his / her payables to the Lender by sending SMSes to Client's mobile phone number as well as by sending notifications to Client's email address;
- the Client shall be notified of the debt amount:
- 3.3.3.1. before the Loan due date;
- 3.3.3.2. at least once per week after the Loan due date until the terms set out in Paragraph 9.2 expire;
- 3.3.4. notify the Client of any excess payments incurred on the part of the Lender by sending an SMS to Client's mobile phone number or by sending a notification to Client's email address within 14 (fourteen) days of the day when such an excess payment occurs;
- 3.3.5. ensure protection of Client's personal data, their due administration and use only for the purpose they have been obtained for;
- 3.3.6. keep, collect and administer information concerning Client's activities on a server hard disc in coded format.
- 3.4. The Lender is entitled to:
- 3.4.1. reject the Loan in case the Lender believes that the Client may not be able to perform his / her obligations resulting from the Loan Agreement in a duly and timely manner on the basis of verification of Client's financial solvency;
- 3.4.2. assign receivables resulting from the Loan Agreement to any third parties without Client's consent, however, not earlier than 40 (forty) days after the Loan due date;
- 3.4.3. on the basis of an agreement entered into with a third party, assign Client's rights and duties resulting from the Loan Agreement to such a third party, however, not earlier than 40 (forty) days after the Loan due date:
- 3.4.4. pledge receivables resulting from the Loan Agreement to any third parties, unless it impairs Client's situation, however, not earlier than 40 (forty) days after the Loan due date;
- 3.4.5. after notifying the Client as set out in Paragraph 3.3.2., change these General Trading Terms and Conditions due to serious economic circumstances or in case of changes in the Czech legal regulations, provided that such a change of the conditions does not violate Client's rights and

significantly impair performance of Client's obligations to the Lender;

- 3.4.6. assign the rights and duties resulting from the Loan Agreement to a third party in ways not specified in Paragraphs 3.4.1. 3.4.5. or sell the receivable from the Client to a third party, however, not earlier than 40 (forty) days after the Loan due date.
- 3.5. The Lender shall identify the Client in case of performance of acts using the electronic channels as follows:
- 3.5.1. if such acts are performed through the Internet using Client's email address, Client's identification code and the password created by the Client; or
- 3.5.2. if such acts are performed through a mobile phone on the basis of Client's email address and Client's mobile phone number.
- 3.6. The Client is obliged to:
- 3.6.1. repay the Loan granted by the Lender when due, pay the Loan fee and all penalty fees, if any;
- 3.6.2. not to disclose tools used by the Lender for verification of Client's identity to any third parties;
- 3.6.3. immediately notify the Lender, in writing or using Lender's information channels, in case the tools for verification of Client's identity are disclosed to a third party or if there is a reasonable suspicion that the tools may be disclosed;
- 3.6.4. not to assign his / her rights and duties resulting from the Loan Agreement to any third parties without Lender's written consent:
- 3.6.5. notify the Lender in case of loss of the identification code or the password as described in Paragraph 8.1.1.;
- 3.6.6. notify the Lender, as described in Paragraph 8.2.2., in case of any changes of the name or other Client's data provided in the Agreement;
- 3.6.7. notify the Lender in case of any changes of Client's mobile phone number, log in through the website <a href="www.pujcka7.cz">www.pujcka7.cz</a>, enter the identification code and the password and than enter the new telephone number as the main one and confirm the change in the User zone, section "SMS setting"; 3.6.8. notify the Lender of any changes of Client's email address, enter a new address in Lender's system in the User zone section and confirm it by entering the password.
- 3.7. The Client is entitled to:
- 3.7.1. acquire the Loan in a timely manner, provided that the Client complies with the terms and conditions of the Loan Agreement and the Lender believes, on the basis of an inquiry, that the Client is able to repay the Amount due by the Loan due date;
- 3.7.2. extend the Loan term to a new date, provided that the Client submits an application for extension of the Loan in the User zone section and pays the Loan fee (including all penalty fees, if any);
- 3.7.3. ask the Lender to set out a payment calendar for payment of the incurred debt in the form of partial payments in case of Client's impaired financial situation through the electronic channels or in the form of registered letter and submit an application to the Lender containing documents proving impairment of Client's financial situation; approval of a payment calendar is fully subject to Lender's discretion and the Client has no legal entitlement to it;
- 3.7.4. withdraw from the Loan Agreement in the way as agreed;
- 3.7.5. use Lender's services provided through the electronic channels, provided that the Loan Agreement has been entered into in a duly manner;
- 3.7.6. the Client may use Lender's services as specified and within the working hours as provided on the website; the Lender is entitled to change, at its discretion, the time and method of provision of services after notifying the Client of it in advance and after publishing such information on the website, however, at least 5 (five) working days before the respective change is made.

## 4. Procedure of entering into the Agreement

- 4.1 The Client who wants to acquire the Loan shall register himself / herself through Lender's website as follows:
- 4.1.1 The Client shall enter his / her full name, birth certificate number, ID card number, place of permanent residence and, as the case may be, correspondence address if different, employer's name and position, income amount, bank account number, email address and Client's mobile phone number in the registration form available on Lender's website. Moreover, the Client shall express its consent / disapproval for the Lender concerning processing of his / her personal data provided in the general trading terms and conditions of the Loan Agreement for the purpose of direct marketing and shall confirm that he / she is fully aware of and agrees with the wording of the Loan Agreement and the wording of the General Trading Terms and Conditions and understands their contents; the Client

shall confirm his / her registration and the Loan application by clicking on the "Apply for Loan" button; then the Lender shall send an SMS to Client's phone number provided in the registration form containing a four-figure confirmation code. The SMS shall be sent to the Client in the following format: "Confirmation code to be entered in the prepared form on the website <a href="https://www.pujcka7.cz">www.pujcka7.cz</a>: XXXX."

- 4.1.2 The Client shall verify his / her registration and the Loan application by entering the confirmation code through Lender's website.
- 4.1.3 Client's compliance with the conditions set out in Paragraph 4.1.1 and Paragraph 4.1.2 of the General Trading Terms and Conditions shall not place the Lender under the obligation to grant the required Loan without any other conditions.
- 4.2 The terms and conditions of the Loan Agreement shall be regarded as approved by the Client through the communication channels by completing Client's registration and its confirmation by entering the confirmation code in accordance with Paragraphs 4.1.1 to 4.1.2. In case entering into the Loan Agreement meets with the terms and conditions of the consumer Loan Agreement pursuant to Consumer Loan Act No. 145/2010 Coll., the procedure set out in Clause 13 of the General Trading Terms and Conditions shall be also applied.

## 5. Procedure of granting the Loan

- 5.1. Submission and confirmation of the Loan application through the electronic channels shall be performed as follows:
- 5.1.1 The Client shall choose the terms and conditions of the Loan application through the website or in the User zone section, confirm that he / she is duly acquainted and agrees with the wording of the Loan Agreement and the wording of the General Trading Terms and Conditions, understands their contents and agrees with them. After clicking on the "Apply for Loan" button, the Client shall be sent a confirmation code by the Lender to Client's mobile phone number; by entering the confirmation code in the registration form and clicking on the "Submit application" button, the Loan application shall be regarded as submitted.
- 5.1.2 The Loan shall be paid in the form of bank transfer to Client's bank account.
- 5.2 Granting the Loan:
- 5.2.1 When the Client submits and confirms his / her Loan application and the Lender assesses Client's financial solvency, the Lender undertakes to notify the Client of its decision on granting / rejecting the Loan within 1 hour, within Lender's working hours, by telephone or SMS sent to Client's mobile phone number.
- 5.2.2 After receiving a positive confirmation from the Lender concerning the Loan, the Loan shall be paid to Client's bank account in the form of bank transfer within the meaning of Act No. 124/2002 Coll., on payments, as subsequently amended, on the following working day after the day when the Lender notifies the Client of the Loan at the latest.
- 5.3 The Lender shall not be liable for delayed or unaccomplished bank transfers when providing the Loan if caused by the bank, third parties or for a different objective reason independent of Lender's will.
- 5.4 All bank fees for the transfer of the Loan amount to Client's bank account shall be paid by the Client.
- 5.5 By granting the Loan on the basis of Client's application the Loan Agreement shall be entered into between the Lender and the Client.

## 6. Loan repayment

- 6.1 The Client is obliged to repay the amount due to Lender's bank account by the Loan due date.
- 6.2 The Loan shall be expressed in Czech crowns (CZK) and the Client is obliged to repay the Loan in the same currency.
- 6.3 When making partial payments and paying other fees, the Client is obliged to provide his / her birth certificate number in the "Payment purpose" column of the payment document. If the Client fails to provide his / her birth certificate number in the payment documents, the Lender shall not process the payment made pursuant to the Loan Agreement entered into between the Client and the Lender. If the payments are made on behalf of the Client by a third party, such a third party shall provide Client's full name and birth certificate number; otherwise, the Lender shall not process the payment.
- 6.4 Bank fees for a transaction comprising transfer of a partial payment of the Loan and the Loan fee to Lender's bank account shall be paid by the Client subject to the conditions of the respective bank,

except for the bank fee for incoming payment to the bank at which Lender's bank account is kept; this fee shall be paid by the Lender.

- 6.5 Unless the Client explicitly instructs otherwise, all amounts paid by the Client shall be applied by the Lender as follows:
- 6.5.1 first for payment of assessed penalty fees;
- 6.5.2 second for payment of outstanding Loan principal and Loan fee (in particular the part of the Loan that was due first);
- 6.5.3 third for payment of costs connected with a request for performance of obligations;
- 6.5.4 fourth for payment of other amounts pursuant to the Loan Agreement.
- 6.6 If the Client pays an amount than exceeds the necessary payment of his / her obligations to the Lender, the Client is entitled to submit a request for return of the excess payment to the Lender through the electronic channels, personally at Lender's registered office after submitting his / her personal documents for verification of Client's identity or in writing by sending a letter to Lender's address provided in the Preamble of the General Trading Terms and Conditions.
- 6.7 The Client is entitled to repay the Loan before its due date; in this case, the Client is obliged to pay the full amount due. If the Loan is subject to the rules of Consumer Loan Act No. 145/2010 Coll., the Client is entitled to a pro rata decrease of the amount due pursuant to § 15, Paragraph 1, Consumer Loan Act.
- 6.8 If the Client is reasonably convinced before the Loan due date that he / she may not be able to pay the amount due by the Loan due date, the Client may ask the Lender to allow payment of the Loan in the form of partial payments. If the Lender consents to such a proposal, the Client is obliged to pay the amount due in the agreed partial payments in a duly manner, including an increase as if the amount due was paid 40 days after the Loan due date, i.e. in particular increased by the amounts resulting from Paragraph 9.1 and Paragraph 9.2.
- 6.9 Procedure of granting another Loan:
- 6.9.1 The Client who is already registered and has fully performed his / her obligations resulting from the original Loan Agreement and wants to submit a new Loan application shall follow the steps set out in Paragraph 5.1.1 when applying for another Loan.
- 6.9.2 The provisions of Clause 4. and Clause 5. shall be applied accordingly when entering into another Loan Agreement; unless otherwise agreed, the provisions of these General Trading Terms and Conditions shall also be applied to any other Loan Agreements, except when the period between the last Loan Agreement entered into between the Contracting Parties and the new Loan Agreement exceeds 1 year.

#### 7. Extension of the Loan term

- 7.1 The Client is entitled to have the term of the Loan extended. The number of such extensions of the Loan due date is unlimited.
- 7.2 The Loan term may be extended after paying the Loan fee and all penalty fees, if any, in the form of bank transfer to Lender's bank account. The Client shall enter his / her birth certificate number in the payment purpose field. In case the payments are made on behalf of the Client by a third party, such a third party shall provide Client's full name and birth certificate number.
- 7.3. The Lender shall process the fee after receiving the payment and shall notify the Client of it through an SMS sent to Client's mobile phone number.
- 7.4. After the Client receives a confirmation of the payment from the Lender, the Client shall choose a new Loan due date in the User zone section of Lender's system.
- 7.5. In case the Client pays the Loan extension fee and all penalty fees, if any, and does not choose a new Loan due date in the User zone section of Lender's system within 7 days, the Loan due date shall be extended by the maximum time possible (i.e. 28 days).

## 8. Change of personal and login data, notifications to Clients

- 8.1. Change of login data
- 8.1.1 In case of loss of the identification code or password, the Client shall send an SMS from Client's mobile phone number containing the text "LOST" to the phone number provided on the website. The Lender shall send an SMS to Client's mobile phone number containing Client's identification code and a temporary password to Client's email address.
- 8.1.2 The Client may change the temporary password in the "My data" section of Lender's system.

- 8.2 Change of personal data
- 8.2.1 The Client may change his / her personal data in the User zone, except for the birth certificate number, name, bank account number and identification document number.
- 8.2.2 When changing the name, bank account number and identification document number, the Client shall submit an application for change of the personal data at Lender's registered office or through the electronic channels and submit his / her personal documents for verification of his /her identity and documents proving the change of the data.
- 8.2.3 The Client shall be assigned a new account number if he / she makes the payment to the Lender from his / her new personal account.
- 8.3 Notifications to Clients
- 8.3.1 Information concerning the Loan shall be provided to the Client after sending an SMS containing the text "INFO" from Client's mobile phone number to the phone number provided on Lender's website. The Client shall receive an SMS containing information concerning the Loan as valid at the time of sending the SMS.
- 8.3.2 Information concerning the Loan shall be provided to the Client non-stop in the User zone section of Lender's system.

## 9. Contractual liability

- 9.1 The Client who fails to perform the duty to repay the amount due by the Loan due date shall pay a contractual penalty to the Lender amounting to 2 percent of the outstanding amount due for each day of delay and each Loan. The contractual penalty pursuant to this Clause of the General Trading Terms and Conditions shall be calculated as of the calendar day following the Loan due date and shall end after 40 (forty) days or on the day when the amount due and the penalty fees paid by the Client are credited to Lender's bank account.
- 9.2 If the Client fails to pay the amount due or the penalty fees when due and such delay exceeds 30 (thirty) calendar days after the Loan due date, the Client shall pay a one-off contractual penalty to the Lender amounting to 1,000.- (one thousand) Czech crowns for each Loan.
- 9.3 The Contracting Parties have agreed that if the Client fails to pay the amount due or the penalty fees or any other outstanding amounts when due, the Lender has the right to have the debt recovered by a third party (third parties).
- 9.4 If the Client breaches his / her duty to pay the amount due, penalty fees or any other outstanding amounts in a duly and timely manner, the Lender is entitled to claim a contractual penalty from the Client amounting up to CZK 500.- for costs connected with each written reminder.
- 9.5 The Lender has the right to require the Client to pay all amounts due, penalty fees and costs incurred to the Lender in connection with the request for payment and debt administration immediately before the Loan due date, provided that at least one of the following conditions is met:
- 9.5.1 the Client has submitted incorrect data or misleading information concerning him / her to the Lender;
- 9.5.2 if circumstances that might significantly negatively affect Client's financial solvency emerge; 9.5.3 the Client fails to perform a different agreement entered into with the Lender and such an
- 9.5.3 the Client fails to perform a different agreement entered into with the Lender and such an agreement is grossly violated.
- 9.7 If the Lender assesses Client's financial solvency and the Client is notified of the fact that the Loan shall be granted to him / her as described in Paragraph 5.2.1 but is not transferred to Client's bank account, the Lender is obliged to grant the Loan to the Client and pay a contractual penalty to the Client amounting to 2 percent of the Loan not granted in a timely manner for each day of delay. The contractual penalty shall be calculated as of the calendar day following sending of the information on granting the Loan and shall end after 40 (forty) days or on the day when the Loan is credited to Client's bank account.
- 9.8 If the Lender assesses Client's financial solvency and the Client is notified of the fact that the Loan shall be granted to him / her as described in Paragraph 5.2.1 but is rejected, the Lender is obliged to pay a contractual penalty to the Client amounting to 1,000.- (one thousand) Czech crowns.

#### 10. Consent to personal data processing

10.1 In connection with entering into the Loan Agreement and its performance the Lender collects, processes and keeps Client's personal data (including his / her birth certificate number) in a manner and for the purpose to the extent as consented by the Client to his / her personal data processing,

unless such processing is subject to the Act not requiring consent to data processing. Data processing by the company shall be performed in accordance with the Act and Act No. 1333/2000 Coll., on civil registration, as subsequently amended.

- 10.1.1 Under no generally binding legal regulation the Client shall be obliged to provide the Lender with his / her personal data or his / her consent to their processing. The Client is entitled to refuse to provide his / her personal data and, therefore, if the Client provides his / her personal data to the Lender, he / she does so fully at his / her discretion. If, however, the Client decides not to provide his / her personal data or grant consent to their processing, the Lender is entitled to refuse establishment of a contractual relation with the Client or granting the Loan to the Client.
- 10.1.2 The Client hereby declares and guarantees that if the Lender provides personal data of any third parties in connection with entering into or performance of the Loan Agreement, he / she has obtained explicit consent from such third parties to provide their personal data to the Lender and to have their personal data processed by the Lender for the purposes set out in the General Trading Terms and Conditions.
- 10.1.3 The Client agrees so that the Lender processes all information concerning the Client and his / her personal data, including the birth certificate number notified to the Lender or received by the Lender in connection with entering into or performance of the Loan Agreement or in connection with performance of any preceding or subsequent acts legally from any third parties.
- 10.1.4 Personal data obtained and administered by the Lender include, in particular: full name, birth certificate number, nationality, address of official and actual place of residence, mobile phone number, data concerning personal documents, marital status, number of dependant children and children in custody, data concerning employer, employment obligations, positions, employment dismissals, economic and business activities, income from such activities and other types of income, data from income tax returns of natural persons, movable and immovable property, property rights and their limitations, data concerning obligations and debts at credit and loan companies or other legal or natural persons, credit rating, debt amount, interest rates, amounts of other obligatory fees and expenses, methods and due dates of debt payments, amounts of other obligatory fees and expenses, methods and due dates of debts, amounts of delayed partial payments and delay, payment history and other data, bank account numbers or payment card numbers and other information connected with the aforementioned data.
- 10.1.5 The Client agrees so that his / her personal data and all other information concerning the Client are processed, collected and kept by the Lender for the following purposes:
- 10.1.5.1 negotiations concerning entering into the Loan Agreement;
- 10.1.5.2 assessment of Client's solvency, payment habits and trustworthiness:
- 10.1.5.3 performance of the rights and duties resulting from the contractual relation based on the Loan Agreement;
- 10.1.5.4 exercise and administration of claims resulting from the Loan Agreement;
- 10.1.5.5 administration of the Loan Agreement;
- 10.1.5.6 offering and providing additional services connected with the Loan Agreement to the Client;
- 10.1.5.7 offering other transactions and services to the Client;
- 10.1.5.8 protection of Lender's rights and right-protected interests.
- 10.1.6 The Client agrees so that the Lender collects data concerning his / her solvency, payment habits and trustworthiness during performance of the Loan Agreement for the purpose of assessment of Lender's risks resulting from the Loan Agreement. For this purpose, the Client agrees so that the Lender raises questions to loan registers, property registers or other databases containing information concerning property or property relations of natural and legal persons and uses the respective findings to verify Client's solvency, payment habits and trustworthiness or, as the case may be, on the basis of information obtained verifies correctness of the data provided by the Client. Moreover, the Client also agrees so that the Lender provides data concerning his / her solvency, payment habits and trustworthiness to loan registers in connection with performance or non-performance of the Agreement by the Client. The Client also agrees so that the persons administering Client's personal data (Public Register, Czech Social Security Administration, databases, debtor register and their administering companies, financial institutions, banks and other private or state enterprises, authorities, organizations or institutions) provide Client's personal data to the Lender at Lender's request.
- 10.1.7 The Client agrees so that the Lender makes a photocopy of Client's identification document, i.e. a photocopy of his / her ID card, driving license, passport or a different identification document, for the purpose of verification of Client's identity and correctness of Client's identification data. Such a photocopy of Client's identification document shall be kept by the Lender together with other Client's data for the duration of processing of Client's personal data. In connection with the photocopy of

Client's identification document the Client agrees so that the Lender processes also the picture of himself / herself attached to the identification document for the purpose of his / her identification. 10.1.8 The consent to personal data processing granted under the aforementioned conditions and for the purposes set out in Paragraph 10.1.5 shall be granted by the Client for the duration of the contractual relation based on the Loan Agreement and for the period of the following 10 years as of the day of completion of all Client's financial obligations resulting from the Loan Agreement or as of the date of termination of the contractual relation in case Client's obligations are completed before the expiration of the Loan Agreement.

- 10.1.9 Client's personal data shall be kept safe by the Lender in electronic or paper form. The Client agrees so that the Lender processes his / her personal data manually or in an automated manner, whether in paper or electronic form. The Client acknowledges and agrees that his / her identification data shall be kept in Lender's information systems, including all data and information concerning the Client, his / her solvency, payment habits and other property relations which the Lender receives from the Client or any third parties.
- 10.1.10 The Client acknowledges that the Lender uses third parties to perform certain rights and duties resulting from the Loan Agreement and the related relations (e.g. collecting agencies, Internet providers, etc.). The Client agrees so that the Lender submits Client's personal data to the extent necessary for performance of Lender's rights and duties resulting from the relations between the Lender and the Client to third parties providing performance of such rights and duties for the Lender and so that such third parties process his / her personal data.
- 10.1. The Client is aware of the fact that if he / she grossly violates the Loan Agreement, the Lender is entitled, in order to protect its rights and reasonable interests, to provide such information, including his / her personal data, to the reasonable extent to third parties. If the Client fails to perform any financial or property obligations, the Lender reserves the right to submit Client's personal data to databases of debtor registers and their administrating companies, financial institutions and administrators of other debtor data registers, enterprises and organizations providing financial services, telecommunication companies, firms administering debts and all third parties concerned. 10.1.12 The Client agrees so that the Lender submits his / her personal data to the extent of identification data (including his / her birth certificate number) and data for assessment of Client's trustworthiness, solvency and payment habits to persons connected with the Lender for the purpose of verification of risks of transactions made by the Client with persons connected with the Lender or possible transactions that are being negotiated between the Client and any persons connected with the Lender.
- 10.1.13 Moreover, the Client agrees so that the Lender submits his / her personal data to the extent of identification data (including his / her birth certificate number) and data concerning the Loan Agreement to persons connected with the Lender for the purpose of marketing offer of products and services to the Client by such persons.
- 10.1.14 The Client agrees so that any persons connected with the Lender process, collect and keep any data concerning the Client received from the Lender to the extent as submitted and for the same purposes like the Lender, including offering their own products and services to the Client.
- 10.1.15 The Client has the right to ask the company to provide information concerning processing of his / her personal data which shall be submitted to the Client without undue delay. Such information shall always contain the following:
- 10.1.15.1 purpose of personal data processing;
- 10.1.15.2 personal data or, as the case may be, categories of personal data subject to processing, including all available information concerning their source;
- 10.1.15.3 nature of automated processing in connection with its use to decide whether or not any acts that would infringe Client's right and justified interests or decisions are made on the basis of such processing:
- 10.1.15.4 recipient or, as the case may be, categories of recipients.
- 10.1.16 If the Client finds out or believes that the Lender, as the administrator, or another person processing such personal data for the Lender processes his / her personal data in conflict with protection of Client's private and personal life or in conflict with the Act, the Client may request explanation or require so that the Lender or the processor remedy this situation. If Client's request is found justified, the Lender shall remedy the defective situation immediately. If the Lender or the respective processor rejects the request, the Client may refer to the Office for Personal Data Protection; Client's right to refer to the Office for Personal Data Protection directly shall not be affected.

#### 11. Validity of the Agreement

- 11.1 These General Trading Terms and Conditions come into force on the day when approved as set out in Clause 4 and Clause 5 herein.
- 11.2 Any changes of or amendments to the Loan Agreement or the General Trading Terms and Conditions may be made only on the basis of an additional agreement between the Contracting Parties entered into as set out in Clauses 4., 5., 7. or 13.
- 11.3 The Loan Agreement and the provisions of these General Trading Terms and Conditions may be cancelled on the basis of an agreement between the Contracting Parties.

#### 12. Withdrawal from the Agreement

- 12.1 The Client has the right to withdraw from the Loan Agreement without giving any reason and without any contractual penalty within 14 days of the day of entering into the Loan Agreement. If the Client fails to withdraw from the Loan Agreement within the period set out in this Paragraph, the Loan Agreement shall remain in full force and effect.
- 12.2 The Client shall enforce his / her right to withdraw from the Loan Agreement by sending a notice of withdrawal from the Loan Agreement to the following Lender's address: Kontex Trade International s.r.o., with registered office at Prague 4, Na Okruhu 488/27, post code 142 00.
- 12.3 Client's notice of withdrawal from the Loan Agreement shall come into effect upon the delivery of the notice to the Lender.
- 12.3 The Client is obliged to provide the following details in the notice of withdrawal from the Loan Agreement: full name, Client's date of birth, Agreement code, notice of withdrawal from the Loan Agreement and the intention to return all financial resources received on the basis of the Loan Agreement, including all appurtenances, to the Lender, date of the notice of withdrawal from the Loan Agreement and Client's signature.
- 12.5 In case of enforcement of the right to withdraw from the Loan Agreement, the Client is obliged to return all financial resources provided by the Lender to Lender's bank account provided in the previous Paragraphs of the Agreement, including payment of all costs pursuant to the previous provisions, within 30 (thirty) days of the day of sending the notice of withdrawal from the Loan Agreement.
- 12.6 If the Client withdraws from the Agreement, he / she is obliged to pay the amount corresponding to the respective Loan fee to the Lender by which the costs of provision of the service incurred until the moment of withdrawal to the Lender shall be paid, i.e. in particular the costs connected with processing of the Loan application, in connection with entering into the Agreement and transfer of the financial resources to Client's bank account within the period set out in the previous Paragraph, i.e. within 30 (thirty) days of the day of sending the notice of withdrawal from the Loan Agreement.

## 13. Consumer loan

- 13.1 This Clause of the General Trading Terms and Conditions stipulates the conditions of granting the consumer Loan pursuant to the Consumer Loan Act. This Clause of the General Trading Terms and Conditions shall be applied only to Loan Agreements falling within the scope of consumer loan agreements pursuant to the Consumer Loan Act.
- 13.2 The Loan Agreement subject to the Consumer Loan Act is applicable in case a Loan Agreement is entered into between the Lender and the Client and the Loan exceeds CZK 5,000.- or in case there are several immediately subsequent Loan Agreements entered into between the Lender and the Client within the period of 12 months and the total amount of the Loans within this period reaches or exceeds the total amount of CZK 5,000.-; the conditions of this Clause shall affect only the Loan Agreement reaching or exceeding the total Loan amount of CZK 5,000.- and all subsequent Loan Agreements entered into between the Lender and the Client within the respective period of 12 months.
- 13.3 In case of any conflicts between the provisions set out in this Clause and the other provisions set out in the General Trading Terms and Conditions, the provisions of this Clause 13 shall be applied for the consumer Loan Agreement.
- 13.4 In case of entering into the consumer Loan Agreement, the Client has the right to receive information concerning the terms and conditions of the Loan pursuant to the Consumer Loan Act. The Lender shall make such information available for the Client through the form on the website on the

basis of the Loan application for which the consumer Loan Agreement shall be entered into.

13.5 The Client is obliged to get acquainted with the data provided in the form sufficiently in advance before entering into the Agreement.

- 13.6. The Client may withdraw from the consumer Loan Agreement without giving any reason within 14 days of the day of entering into the Agreement. The Client is entitled to withdraw from the consumer Loan Agreement in writing by sending a written notice to the following Lender's address: Kontex Trade International s.r.o., with registered office at Prague 4, Na Okruhu 488/27, post code 142 00. The withdrawal period shall remain unaffected, provided that the withdrawal notice is sent to the Lender in paper form or through a different permanent data medium on the last day of the period at the latest. In case of application of the right to withdraw from the consumer Loan Agreement, the Client is obliged to return the principal of the Loan granted by the Lender to Lender's bank account within thirty (30) days of the day of sending the notice of withdrawal from the Loan Agreement. The Client is obliged to pay an interest (part of a fixed fee) to the Lender in the amount to which the Lender would be entitled if the Client did not withdraw from the Agreement for the period starting on the day when the Loan is granted pursuant to the consumer Loan Agreement and ending on the day when the principal is credited to Lender's bank account. The Lender is also entitled to payment of non-refundable fees paid by the Lender to public administration bodies or other persons authorized to perform public administration.
- 13.7 The Client is entitled to repay the Loan pursuant to the consumer Loan Agreement, whether fully or partly, at any time during the term of the Loan. In this case, the Client has the right to a pro rata decrease of the total costs of the Loan. In case of early repayment of the Loan, the Lender has the right for compensation of all necessary and reasonable costs incurred to the Lender in direct connection with early repayment of the Loan by the Client.
- 13.8 Compliance with the duties resulting from the Consumer Loan Act is supervised by the Czech Trade Inspection Authority. Any disputes resulting from the Loan Agreement may also be decided on an extrajudicial basis by the following financial arbitrator: Financial Arbitrator of the Czech Republic, Legerova 69, 110 00 Prague 1, Tel. No.: + 420257042094, email: <a href="mailto:arbitr@finarbitr.cz">arbitr@finarbitr.cz</a>, <a href="mailto:www.finarbitr.cz">www.finarbitr.cz</a>, data box ID: qr9ab9x.
- 13.9 The Contracting Parties hereby declare that the term "permanent data medium" within the meaning of the provisions of § 3, Letter j), Consumer Loan Act, also includes uploading the content of the document in the User zone section on Lender's website in such a manner that the upload allows the Client to keep information intended for him / her and to use and reproduce such information in an unchanged form at least for the duration of Client's rights towards the Lender. Moreover, the Contracting Parties hereby declare that the term "written legal act" also includes acts made through Lender's system in the manner specified in these General Trading Terms and Conditions.

#### 14. Final provisions

- 14.1 Any disputes, disagreements or requirements resulting from or incurred in connection with the Loan Agreement shall be preferably settled in the form of extrajudicial negotiations between the Contracting Parties. If the Contracting Parties fail to settle any disputes, including a dispute concerning the validity of the Loan Agreement, the General Trading Terms and Conditions or any provisions, disagreements or requirements amicably within 30 (thirty) days of the commencement of such negotiations or if either of the Contracting Parties decides that such settlement of a dispute or a disagreement is not efficient anymore, the dispute shall be decided by a court.
- 14.2 Czech courts shall have the exclusive judicial authority to decide on any disputes resulting from or connected with the Loan Agreement (including disputes concerning the existence, validity or termination of the Loan Agreement or any other non-contractual obligations resulting from or connected with the Loan Agreement) or the consequences of its futility.
- 14.3 All notifications of the Contracting Parties, confirmations as well as any other acts made in connection with the Loan shall be sent in writing. The Contracting Parties have explicitly agreed that such notifications, confirmations or any other acts made in connection with the Loan and sent to the other Contracting Party by electronic mail or in the form of SMSes shall be regarded as written notifications, i.e. the Contracting Parties regard such notifications as equivalent to agreements entered into in writing with the same legal effects like written documents confirmed by signatures.
- 14.3.1 Notifications sent by electronic mail shall be regarded as delivered 96 hours after their sending. 14.3.2 Notifications sent in the form of SMSes shall be regarded as delivered 96 hours after their sending.
- 14.3.3 The Client agrees so that the Lender sends notifications using automated tools of electronic

communication without any human intervention.

- 14.3.4 If any written document is impossible to deliver through a holder of a post license to the other Contracting Party, such a written document shall be regarded as delivered on the fifth (5<sup>th</sup>) day after its sending through the holder of a post license.
- 14.4 The Client hereby confirms that before entering into the Loan Agreement he / she was provided with all information concerning the service provided by the Lender and that he / she has been duly acquainted and agrees with the terms and conditions of the Loan Agreement.
- 14.5 Gross violation of the Agreement means, in particular, non-payment of the Loan, the penalty fees or any other amounts pursuant to the Loan Agreement and the General Trading Terms and Conditions.
- 14.6 If any of the provisions of the Loan Agreement or the General Trading Terms and Conditions is or becomes invalid or unenforceable, the validity and enforceability of the other provisions of the Loan Agreement or the General Trading Terms and Conditions shall remain unaffected.
- 14.7 The Loan Agreement and the General Trading Terms and Conditions entered into between the Lender and the Client shall abide by Czech law.
- 14.8 The Loan Agreement, the General Trading Terms and Conditions and any other documents have been drawn up in Czech language.

I, birth certificate No. 6060140746, MIROSLAVA STŘELCOVÁ, agree with the wording of the aforementioned GENERAL TRADING TERMS AND CONDITIONS of Kontex Trade International s.r.o. on 13<sup>th</sup> June 2016.