

Consumer Loan Agreement No (---)

This Agreement (hereinafter the “**Loan Agreement**”) was concluded on (---) in (---), between:

MOGO Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, Al. Krakowska 197, 02-180 Warsaw, entered in the commercial register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS No. 0000580983, Tax ID No. (NIP) 7010514253, Statistical ID (REGON) 362785160, with its share capital of PLN 500,000.00, hereinafter the “**Lender**”, represented by:

(---) – (---)

and

Mr/Ms (---), address of residence: (---), PESEL (---) ID card (---)
hereinafter the “**Borrower**”),

The parties declare that they conclude the following Loan Agreement:

§ 1

REPRESENTATIONS OF THE PARTIES

1. The Borrower declares that it acts as a consumer in the meaning of the provisions of the Civil Code while concluding the Lease Agreement. The Loan Agreement is not connected with the business or professional activity conducted by the Borrower.
2. The Borrower declares that it is a lending institution in the meaning of provisions of the Consumer Credit Act of 12 May 2011 (uniform text of 26 September 2014, Journal of Laws of 2014 item 1497 as amended) (the “**Act**”).

§ 2

TERMS OF THE LOAN AGREEMENT

1. Based on this Loan Agreement, the Lender grants a cash loan to the Borrower in the amount of PLN (---) ((---) zloty) for any purpose.
2. The commission for providing the Loan was set out at PLN (---) ((---) zloty). The commission for granting the Loan is payable in equal parts on maturity dates of each of the Loan Instalments, in the manner indicated in the Schedule attached to the Loan Agreement as Appendix No 2.
3. The handling fee was set out at PLN (---) ((---) zloty). The handling fee is due for each interest period of the Loan and is payable in equal parts on maturity dates of each of the Loan Instalments, in the manner indicated in the Schedule attached to the Loan Agreements as Appendix No 2 or upon early termination of the Loan Agreement.
4. A fixed interest rate of 7% applies to the Loan, and the total interest amount due is PLN (---) ((---) zloty).
5. The Borrower is obliged to pay the expenses indicated in detail in the Table of Fees, attached to the Loan Agreement as Appendix No 3, to the Lender for the performance of the Loan Agreement.
6. The Total Cost of the Loan as at the date of the Loan Agreement amounts to: PLN (---) ((---) zloty) and constitutes the total of amounts indicated in Section 2, 3 and 4 above and the costs indicated in the Table of Fees attached to the Loan Agreement as Appendix No 3, relating to collateral in the form of transfer of ownership of the Car.
7. The actual annual percentage rate as at the date of the Agreement is (---) % and it was agreed on the basis of the assumptions indicated in the Information Form attached to the Loan Agreement as Appendix No 4.
8. The total amount for payment by the Borrower, agreed on the date of concluding the Loan Agreement amounts to PLN (---) ((---) zloty) and is a total of the amounts set out in Section 1 and 6 above.

§ 3

LOAN AMOUNT DISBURSEMENT

1. The disbursement of the Total Loan Amount described in § 2 Section 1 of the Loan Agreement will be made by bank transfer to the Bank Account indicated by the Borrower, maintained by (---), account number (---) in the time limit up to 3 business days, after proper establishing securities by the Borrower, as described in

§ 6 Section 1 below and upon submitting complete documents confirming that these securities are established.

2. Other terms and conditions of the Loan were specified in the General Conditions of Consumer Loans granted by MOGO Spółka z o.o., constituting Appendix No 1 to this Loan Agreement ("GCCL").

§ 4

TERM OF THE LOAN.

TERMS AND TIME LIMITS FOR THE REPAYMENT OF THE TOTAL AMOUNT DUE TO BE REPAID BY THE BORROWER

1. This Loan is a cash loan granted for the period of (---). The Total Repayment Date for payment by the Borrower is agreed by the Parties for (---). The total amount for payment is repaid in instalments and the Repayment Dates were specified in the Schedule attached hereto as Appendix No 2.
2. The repayment of the Total amount for payment is made by a bank transfer into the Lender's Bank Account maintained by POWSZECHNA KASA OSZCZĘDNOŚCI BANK POLSKI S.A. no PL 71 1020 1026 0000 1702 0272 2197.
3. Detailed rules regarding the repayment of the Total amount for payment were regulated in the GCCL while the list containing the terms and rules of interest payment and any other Loan expenses were set out in the Schedule constituting Appendix No 2 to the Loan Agreement, and the amount of each fee were set out in the Loan Agreement and in the Table of Fees, attached to the Loan Agreement as Appendix No 3.
4. The Loan Agreement expires in the case of failing to establish securities over by the Borrower, as specified in § 6 Section 1 below and in the case of the Borrower failing to submit to the Lender complete documents regarding established securities within 7 days from the date of signing the Loan Agreement.

§ 5

OVERDUE DEBT. EFFECTS OF NON-PAYMENT

1. The annual interest rate for past due debt as at the date of concluding the Loan Agreement amounts to 14% and constitutes twice the amount of statutory interest for a delay, i.e. twice the amount of the total of the reference rate of the National Bank of Poland and 5.5 percent points.
2. The Borrower is obliged to bear additional charges indicated in the Table of Fees constituting the Appendix to the Loan Agreement for any delays in repayment of the Total amount for payment.
3. In the case of untimely payment or non-payment of obligations by the Borrower under this Agreement, the Lender may terminate the Loan Agreement immediately, terminate the Loan Agreement with a 14 day note period and undertake other steps in order to protect these its rights indicated in the GCCL, including commencing recovery proceeding and satisfying their claims under the established securities of the Loan Agreement.

§ 6

LOAN SECURITIES

1. In order to secure the Lender's receivables resulting from the Loan Agreement, as well as the receivables that may arise from the Loan Agreement in the future, the Borrower grants the security to the Lender in the form of:
 - a. Security assignment of the Car.
2. Detailed conditions for granting securing in the form of a security assignment of the Car were regulated in the security assignment agreement, which template is attached to the Loan Agreement as Appendix No 7. The cost of disclosing the Lender in Car registration documents as co-owner and the cost of the stamp duty from the power of attorney granted to the Borrower for this purpose shall be borne by the Borrower. This costs were indicated in the Table of Fees attached to the Loan Agreement as Appendix No 3. If the Borrower decides to re-disclose it in the Car registration documents, after repayment of the Loan and the expiry of the established security, the Borrower will be obliged to pay the fees resulting therefrom.
3. The Lender is entitled to use the securities specified in Section 1 above at its own discretion, at each case of the Borrower failing to perform its obligations under the Loan Agreement and the Borrower hereby agrees for this.

§ 7

FEE FOR EARLY REPAYMENT OF THE LOAN

1. The Lender reserves the fee for the repayment of the Loan before the date, where the amount of the Loan repaid over a period of twelve consecutive months, is higher than three times the average wage in the corporate sector, announced by the President of the Central Statistical Office in the Official Journal of the Republic of Poland "Monitor Polski", from December of the year preceding the loan repayment year.
2. The fee referred to in sec. 1 above, is calculated as follows:
 - a. 1% of the repaid portion of the Loan, if the period between the repayment of the Loan and the repayment date (Repayment Date) specified in § 4 Section 1 of the Loan Agreement, exceeds one year;
 - b. 0.5% of the repaid portion of the Loan, if the period between the repayment of the Loan date and the repayment date (Repayment Date) specified in § 4 Section 1 of the Loan Agreement do not exceed one year.

§ 8

RIGHT TO WITHDRAW FROM THE AGREEMENT

1. The Borrower is entitled to withdraw from the Loan Agreement without providing any reason within (14) calendar days from its conclusion or from the date of delivery of the Information Form if the Information Form delivery on a Permanent Carrier took place after the Loan Agreement. The withdrawal from the Loan Agreement requires the Lender's statement to be made in writing in the manner specified in GCCL.
2. In the case of the Borrower withdrawing from the Loan Agreement it is considered not to be ever concluded.
3. The Borrower does not bear the costs related to the withdrawal from the Loan Agreement except for the interest for the period from the date of the disbursement of the loan amount to the Lender until the date of its return and non-returnable expenses borne by the Lender in favour of the public administration bodies and notarial fees.
4. Daily interest amounts % (---).
5. The Loan amount repayment rules are set out in the GCCL.

§ 9

THE BORROWER'S RIGHTS TO PURSUE CLAIMS

1. If the Lender failed to perform or unduly performed the obligation towards the Borrower and the Borrower's demand to perform this obligation was ineffective, the consumer is entitled to pursue their claim for the performance of this obligation from the Lender.
2. The Lender's liability described in Section 1 above is limited up to the amount of the granted loan.

§ 10

ADDITIONAL PERFORMANCES OF THE BORROWER

1. The Borrower declares that no enforcement proceedings are pending against him.
2. The Borrower is aware of the criminal liability under Article 286 § 1 of the Criminal Code that all information provided in connection with this Loan Agreement is true.
3. The Borrower declares that s/he is single /remains in the matrimonial co-ownership / has separate estates in matrimony, confirmed with a notarial deed.
4. The Borrower agrees for all the documents and declarations related to the performance or settlement of the Loan Agreement to be delivered by e-mail by sending them to the following e-mail address of the Borrower: (---).
5. The Borrower is obliged to notify the Lender immediately about any change in the addresses listed in the preamble of the Loan Agreement and in § 10 Section 4 above. Any amendments of the data do not constitute an amendment of this Loan Agreement. In the case of failing to notify about the change of the Lender's address, the letters sent by registered mail to the Borrower's address indicated in the preamble of the Agreement or in the e-mail message, sent to the address indicated in § 10 Section 4 above, is considered effectively served.
6. Any amendments to this Loan Agreement require to be made in writing in order to be valid, unless certain provisions of this Loan Agreement or the GCCL stipulate otherwise.

7. All appendices constitute an integral part of this Loan Agreement. Appendices to the Loan Agreements are:
 1. The Schedule,
8. The Borrower declares and confirms that prior to the conclusion of this Loan Agreement he has received and has read the following documents:
 1. The General Conditions for Consumer Loans MOGO Spółka z o.o., approved by the Resolution of the Management Board of Mogo Sp. z o.o. No. 05/2016 of November 7, 2016, YES NO
 2. Template Declaration on Withdrawal from the Loan Agreement, approved by the Resolution of the Management Board of Mogo Sp. z o.o. No. 05/2016 of November 7, 2016, YES NO
 3. The Table of Fees, approved by the Resolution of the Management Board of Mogo Sp. With o.o. No. 05/2016 of November 7, 2016, YES NO
 4. The Information Form, YES NO
9. The Borrower declares and confirms that prior to the conclusion of this Loan Agreement he has received and has read the template of the Loan Agreement YES NO
10. The Borrower declares that the documents and the terms of the Loan Agreement, mentioned in Sections 7 and 8 above, are clear and unambiguous to him and that he recognizes the binding nature of the documents referred to in Section 8 points 1-4 above..

.....

For the Lender

.....

For the Borrower

Consumer Loan Agreement No (---)

This Agreement (hereinafter the “**Loan Agreement**”) was concluded on (---) in (---), between:

MOGO Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, Al. Krakowska 197, 02-180 Warsaw, entered in the commercial register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS No. 0000580983, Tax ID No. (NIP) 7010514253, Statistical ID (REGON) 362785160, with its share capital of PLN 500,000.00, hereinafter the “**Lender**”, represented by:

(---) – (---)

and

Mr/Ms (---), address of residence: (---), PESEL (---), ID card (---)

hereinafter the “**Borrower**”),

The parties declare that they conclude the following Loan Agreement:

§ 1

REPRESENTATIONS OF THE PARTIES

1. The Borrower declares that it acts as a consumer in the meaning of the provisions of the Civil Code while concluding the Lease Agreement. The Loan Agreement is not connected with the business or professional activity conducted by the Borrower.
2. The Borrower declares that it is a lending institution in the meaning of provisions of the Consumer Credit Act of 12 May 2011 (uniform text of 26 September 2014, Journal of Laws of 2014 item 1497 as amended) (the “**Act**”).

§ 2

TERMS OF THE LOAN AGREEMENT

1. Based on this Loan Agreement, the Lender grants a cash loan to the Borrower in the amount of PLN (---) ((---) zloty) for any purpose, in particular for the purchase of a Car.
2. The commission for providing the Loan was set out at PLN (---) ((---) zloty). The commission for granting the Loan is payable in equal parts on maturity dates of each of the Loan Instalments, in the manner indicated in the Schedule attached to the Loan Agreement as Appendix No 2.
3. The handling fee was set out at PLN (---) ((---) zloty). The handling fee is due for each interest period of the Loan and is payable in equal parts on maturity dates of each of the Loan Instalments, in the manner indicated in the Schedule attached to the Loan Agreements as Appendix No 2 or upon early termination of the Loan Agreement.
4. A fixed interest rate of 7% applies to the Loan, and the total interest amount due is PLN (---) ((---) zloty).
5. The Borrower is obliged to pay the expenses indicated in detail in the Table of Fees, attached to the Loan Agreement as Appendix No 3, to the Lender for the performance of the Loan Agreement.
6. The Total Cost of the Loan as at the date of the Loan Agreement amounts to: PLN (---) ((---) zloty) and constitutes the total of amounts indicated in Section 2, 3 and 4 above and the costs indicated in the Table of Fees attached to the Loan Agreement as Appendix No 3, relating to collateral in the form of transfer of ownership of the Car.
7. The actual annual percentage rate as at the date of the Agreement is (---) % and it was agreed on the basis of the assumptions indicated in the Information Form attached to the Loan Agreement as Appendix No 4.
8. The total amount for payment by the Borrower, agreed on the date of concluding the Loan Agreement amounts to PLN (---) ((---) zloty) and is a total of the amounts set out in Section 1 and 6 above.

§ 3

LOAN AMOUNT DISBURSEMENT

1. The disbursement of the Total Loan Amount described in § 2 Section 1 of the Loan Agreement will be made by bank transfer to the Bank Account indicated by the Borrower or if the loan is for the purchase of a Car, disbursement of the Loan Amount will be made directly to the bank account of the seller of the Car (---), as

indicated in the Car sales agreement, maintained by (---), account number (---) in the time limit up to 3 business days, after proper establishing securities by the Borrower, as described in § 6 Section 1 below and after presentation that the Lender is co-owner of the Car in the Car registration documents and upon submitting complete documents confirming that these securities are established and if the loan is for the purchase of the Car, after the Borrower has paid (---) of the Car's price to the Car seller and presentation to the Lender confirmation of this payment amount.

2. Other terms and conditions of the Loan were specified in the General Conditions of Consumer Loans granted by MOGO Spółka z o.o., constituting Appendix No 1 to this Loan Agreement ("GCCL").

§ 4

TERM OF THE LOAN.

TERMS AND TIME LIMITS FOR THE REPAYMENT OF THE TOTAL AMOUNT DUE TO BE REPAID BY THE BORROWER

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2. The repayment of the Total amount for payment is made by a bank transfer into the Lender's Bank Account maintained by POWSZECHNA KASA OSZCZĘDNOŚCI BANK POLSKI S.A. no PL 71 1020 1026 0000 1702 0272 2197.
3. Detailed rules regarding the repayment of the Total amount for payment were regulated in the GCCL while the list containing the terms and rules of interest payment and any other Loan expenses were set out in the Schedule constituting Appendix No 2 to the Loan Agreement, and the amount of each fee were set out in the Loan Agreement and in the Table of Fees, attached to the Loan Agreement as Appendix No 3.
4. The Loan Agreement expires in the case of failing to establish securities over by the Borrower, as specified in § 6 Section 1 below and in the case of the Borrower failing to submit to the Lender complete documents regarding established securities within 7 days from the date of signing the Loan Agreement.

§ 5

OVERDUE DEBT. EFFECTS OF NON-PAYMENT

1. The annual interest rate for past due debt as at the date of concluding the Loan Agreement amounts to 14% and constitutes twice the amount of statutory interest for a delay, i.e. twice the amount of the total of the reference rate of the National Bank of Poland and 5.5 percent points.
2. The Borrower is obliged to bear additional charges indicated in the Table of Fees constituting the Appendix to the Loan Agreement for any delays in repayment of the Total amount for payment.
3. In the case of untimely payment or non-payment of obligations by the Borrower under this Agreement, the Lender may terminate the Loan Agreement immediately, terminate the Loan Agreement with a 14 day note period and undertake other steps in order to protect these its rights indicated in the GCCL, including commencing recovery proceeding and satisfying their claims under the established securities of the Loan Agreement.

§ 6

LOAN SECURITIES

1. In order to secure the Lender's receivables resulting from the Loan Agreement, as well as the receivables that may arise from the Loan Agreement in the future, the Borrower grants the security to the Lender in the form of:
 - a. Security assignment of the Car.
2. Detailed conditions for granting securing in the form of a security assignment of the Car were regulated in the security assignment agreement, which template is attached to the Loan Agreement as Appendix No 7. The cost of disclosing the Lender in Car registration documents as co-owner and the cost of the stamp duty from the power of attorney granted to the Borrower for this purpose shall be borne by the Borrower. This costs were indicated in the Table of Fees attached to the Loan Agreement as Appendix No 3. If the Borrower decides to re-disclose it in the Car registration documents, after repayment of the Loan and the expiry of the established security, the Borrower will be obliged to pay the fees resulting therefrom.

3. The Lender is entitled to use the securities specified in Section 1 above at its own discretion, at each case of the Borrower failing to perform its obligations under the Loan Agreement and the Borrower hereby agrees for this.

§ 7

FEE FOR EARLY REPAYMENT OF THE LOAN

1. The Lender reserves the fee for the repayment of the Loan before the date, where the amount of the Loan repaid over a period of twelve consecutive months, is higher than three times the average wage in the corporate sector, announced by the President of the Central Statistical Office in the Official Journal of the Republic of Poland "Monitor Polski", from December of the year preceding the loan repayment year.
2. The fee referred to in sec. 1 above, is calculated as follows:
 - a. 1% of the repaid portion of the Loan, if the period between the repayment of the Loan and the repayment date (Repayment Date) specified in § 4 Section 1 of the Loan Agreement, exceeds one year;
 - b. 0.5% of the repaid portion of the Loan, if the period between the repayment of the Loan date and the repayment date (Repayment Date) specified in § 4 Section 1 of the Loan Agreement do not exceed one year.

§ 8

RIGHT TO WITHDRAW FROM THE AGREEMENT

1. The Borrower is entitled to withdraw from the Loan Agreement without providing any reason within (14) calendar days from its conclusion or from the date of delivery of the Information Form if the Information Form delivery on a Permanent Carrier took place after the Loan Agreement. The withdrawal from the Loan Agreement requires the Lender's statement to be made in writing in the manner specified in GCCL.
2. In the case of the Borrower withdrawing from the Loan Agreement it is considered not to be ever concluded.
3. The Borrower does not bear the costs related to the withdrawal from the Loan Agreement except for the interest for the period from the date of the disbursement of the loan amount to the Lender until the date of its return and non-returnable expenses borne by the Lender in favour of the public administration bodies and notarial fees.
4. Daily interest amounts % (---).
5. The Loan amount repayment rules are set out in the GCCL.

§ 9

THE BORROWER'S RIGHTS TO PURSUE CLAIMS

1. If the Lender failed to perform or unduly performed the obligation towards the Borrower and the Borrower's demand to perform this obligation was ineffective, the consumer is entitled to pursue their claim for the performance of this obligation from the Lender.
2. The Lender's liability described in Section 1 above is limited up to the amount of the granted loan.

§ 10

ADDITIONAL PERFORMANCES OF THE BORROWER

1. The Borrower declares that no enforcement proceedings are pending against him.
2. The Borrower is aware of the criminal liability under Article 286 § 1 of the Criminal Code that all information provided in connection with this Loan Agreement is true.
3. The Borrower declares that s/he is single /remains in the matrimonial co-ownership / has separate estates in matrimony, confirmed with a notarial deed.
4. The Borrower agrees for all the documents and declarations related to the performance or settlement of the Loan Agreement to be delivered by e-mail by sending them to the following e-mail address of the Borrower: (---).
5. The Borrower is obliged to notify the Lender immediately about any change in the addresses listed in the preamble of the Loan Agreement and in § 10 Section 4 above. Any amendments of the data do not constitute an amendment of this Loan Agreement. In the case of failing to notify about the change of the Lender's address, the letters sent by registered mail to the Borrower's address indicated in the preamble of the

Agreement or in the e-mail message, sent to the address indicated in § 10 Section 4 above, is considered effectively served.

6. Any amendments to this Loan Agreement require to be made in writing in order to be valid, unless certain provisions of this Loan Agreement or the GCCL stipulate otherwise.
7. All appendices constitute an integral part of this Loan Agreement. Appendices to the Loan Agreements are:
 1. The Schedule,
8. The Borrower declares and confirms that prior to the conclusion of this Loan Agreement he has received and has read the following documents:
 1. The General Conditions for Consumer Loans MOGO Spółka z o.o., approved by the Resolution of the Management Board of Mogo Sp. z o.o. No. 05/2016 of November 7, 2016, YES NO
 2. Template Declaration on Withdrawal from the Loan Agreement, approved by the Resolution of the Management Board of Mogo Sp. z o.o. No. 05/2016 of November 7, 2016, YES NO
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 4. The Information Form, YES NO
9. The Borrower declares and confirms that prior to the conclusion of this Loan Agreement he has received and has read the template of the Loan Agreement YES NO
10. The Borrower declares that the documents and the terms of the Loan Agreement, mentioned in Sections 7 and 8 above, are clear and unambiguous to him and that he recognizes the binding nature of the documents referred to in Section 8 points 1-4 above..

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For the Lender

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For the Borrower