

FRAMEWORK LOAN AGREEMENT No.

Concluded on MM/DD/YY between:

Lender

Name: Creditstar Poland Sp. z o.o.
KRS: 0000479212
NIP (TAX ID): 5213656885
REGON: 146912819
Headquarters: Praga 306, ul. Grochowska 306/308,
Warszawa 03-840

Registered capital: 1 200 000,00 zł

Designation of the registry court: Krajowy Rejestr Sądowy
prowadzony przez Sąd Rejonowy
dla m. st. Warszawy XII Wydział
Gospodarczy

And

Borrower

Full name: xxxxxxxxxxxx
PESEL: xxxxxxxxxxxx
ID series and number: xxxxxxxxxxxx
Street, house number, apartment no: xxxxxxxxxxxx
City: xxxxxxxxxxxx
Postcode: xxxxxxxxxxxx

§ 1. GENERAL PROVISIONS

1. The terms used in this Framework Loan Agreement and in the correspondence between the parties to the Agreement have the following meanings:

1.1. **Repayment Date** - the date resulting from the Loan Agreement on which the Borrower is obliged to pay the Repayment Amount to the account of the Lender or the entity acting for the Lender with regard to the Borrowers' repayments, taking into account the number and payment dates of individual installments resulting from the Schedule

1.2. **Electronic communication channels** - transmitting information and taking other actions using telephony and the Internet;

1.3. **Information Form** - means a form containing data concerning the Loan, sent to the Borrower on a Durable Media after submission of the Loan Application and after conclusion of the Loan Agreement;

1.4. **Registration Form** - the electronic form on the Lender's Website made available to Borrowers for the purpose of registration and submission of Loan Applications;

1.5. **Guarantee** - an undertaking by a third party approved by the Lender to repay the Repayment Amount in the event that the Borrower fails to meet its obligation to repay the Repayment Amount or any part thereof by the date specified in the Loan Agreement and the Schedule;

1.6. **Repayment Schedule** - shall mean a Loan repayment schedule specifying dates and amounts of Loan instalments with separate specification of its individual components, in particular principal, fees, interest and any other costs of the Loan that the Borrower is obliged to incur, being an integral part of the Loan Agreement;

1.7. **Borrower's Individual Bank Account** - an individual bank account of the Borrower maintained in the electronic banking system in Polish currency by a bank operating within the territory of the Republic of Poland, which is subject to verification specified in this Agreement by the Lender and to which the Lender or an entity acting for the Lender in respect of repayments of the Borrowers disburses the amounts resulting from the Loan Agreement;

Individual Terms and Conditions of the Agreement - means the terms and conditions agreed individually between the Borrower and the Lender, whereby the Individual Terms and Conditions of the Agreement shall include the Loan amount, the period for which the Loan is granted, the number of Loan instalments and the date of repayment of the Loan;

1.9. **Client** - means a person interested in obtaining a Loan from the Lender;

1.10. **Civil Code** - means the Act of 23 April 1964. Civil Code (Journal of Laws no 16 item 93, as amended);

1.11. **Lender's Bank Account** - the individual bank account of the Lender listed in the list of bank accounts on the Lender's Website;

1.12. **User Account** - the Borrower's account created by the Lender via the Website in the process of the Borrower's application for the Framework Loan Agreement, which enables the logged-in Borrower to submit a Loan Application and obtain information about the currently granted Loan;

1.13. **Loan Amount** - means the amount transferred by the Lender to the Borrower's Bank Account under the Loan Agreement (the principal of the Loan);

1.14. **Amount to be Repaid** - the Amount to be disbursed increased by the Commission and Interest referred to in the Framework Loan Agreement, and in the case of late payment, also increased by the interest charged for late payment;

1.15. **Amount to be Withdrawn** - the amount paid to the Borrower's Individual Bank Account under the Loan Agreement;

1.16. **Receivable** - means the Lender's claim against the Borrower for the return of the Loan plus Commission and Interest;

1.17. **Interest** - means interest calculated at the annual interest rate on the Amount to be Withdrawn as set out in the Table of Fees and Commissions forming an integral part of this Agreement;

1.18. **Commission** - means the fee payable by the Lender to the Borrower in the amount specified in the Loan Agreement for the preparation, granting and disbursement of the Loan;

1.19. **Confirmation of the conclusion of the Loan Agreement** - a document sent to the Borrower by the Lender (on a Durable Media) confirming the conclusion of each individual Loan Agreement and containing the information referred to in Article 30 of the Consumer Credit Act;

1.20. **Loan** - means money provided to the Borrower by the Lender in the form of a short-term loan in the amount and on the terms and conditions specified in a given Loan Agreement;

1.21. **Borrower** - means a natural person with full legal capacity, meeting the requirements referred to in § 4.1 of the Framework Loan Agreement, who as a result of registration and verification has obtained the status of a Borrower, intending to exercise the right to receive the Loan and other rights granted in the Loan Agreement;

1.22. **Lender** - Creditstar Poland Sp. z o.o. with its registered office in Warsaw (00-854), Praga 306, ul. Grochowska 306/308, registered in the Register of Entrepreneurs under KRS No. 0000479212, held by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register; NIP 5213656885; REGON 146912819; Share capital of PLN 1,200,000.00;

1.23. **Registration Confirmation Transfer** - a one-time transfer of PLN 0.01 made by the Borrower from the Borrower's Individual Bank Account in connection with the Borrower's registration on the Website, verification of the Borrower's identity, processing of the Loan Application and also to confirm the terms and conditions of the Framework Loan Agreement;

The Lender reserves the right to provide only one option for identity verification;

1.24. **Framework Loan Agreement** - means this Framework Loan Agreement that is an integral part of the Loan Agreements;

1.25. **Regulations** - means the Regulations for the provision of electronic services by the Lender;

1.26. **RRSO**- means the Actual Annual Interests Rate, i.e. the total cost of the Loan borne by the Borrower, expressed as a percentage of the Loan per annum; calculated in accordance with Annex 4 to the Consumer Credit Act;

1.27. **Website** - the website www.creditstar.pl, where the Borrower electronically registers, submits the Loan Application and enters into the Loan Agreement with the Lender;

1.28. **Party** - means the Lender and/or the Borrower separately;

1.29. **Parties** - means the Lender and the Borrower together;

1.30. **Fee Schedule** - means a specification of the total amounts of Loans, as well as the rates of fees, commissions and interest applied by the Lender when concluding the Loan Agreements, as well as the charges related to late repayment of the Loan, forming an integral part of the Framework Loan Agreement;

1.31. **Durable medium** - means a material or device used to store and read the information provided to the Borrower in connection with the Agreement, for a period of time appropriate to the purposes for which the information is used and allowing the information to be reproduced in unaltered content;

1.32. **Loan Agreement** - means any (i.e. the first and any subsequent) loan agreement entered into between the Lender and the Borrower by entering into a Framework Loan Agreement and agreeing Individual Terms and Conditions;

1.33. **Instantor service** - an IT system that enables immediate verification of the Borrower's bank account after the Borrower's prior voluntary consent to carry out the aforementioned verification of the Borrower's identity, to consider the Loan Application and also to accept the terms of the Framework Loan Agreement by the Borrower; in the case of using the Instantor service by the Borrower, the assignment of the Borrower's bank account number takes place automatically in the Lender's IT system;

1.34. **Consumer Credit Act** - means the Act of 12 May 2011 on consumer credit (Journal of Laws No. 126, item 715); [Dz.U. nr 126 poz. 715]

1.35. **Consumer Rights Act** - means the Act of 30 May 2014 on consumer rights (Journal of Laws No. 2014, item 827); [Dz.U. nr 2014, poz. 827]

1.36. Act on providing access to business information and business data exchange
- means the act of 9th April 2010 on providing access to business information (Journal of Laws no 81 item 530, as amended); [Dz.U. nr 81 poz. 530, z późn.zm.]

1.37. Verification - inspection activities carried out by authorised administrative staff of the Lender consisting in verification of the compliance of information and data provided by the Borrower in the Registration Form as well as verification of the Borrower in databases of unreliable debtors;

1.38. SMS message - a short text message sent between subscribers of GSM telephony;

1.39. Loan Application - an application submitted by the Borrower in the manner set out in the Framework Loan Agreement, the submission of which is intended to conclude the Loan Agreement.

§ 2. SUBJECT OF THE CONTRACT

2.1. The subject matter of the Agreement is the granting of a Loan by the Lender to the Borrower, which the Borrower is obliged to repay to the Lender on the terms and conditions set out in the Loan Agreement and the Framework Loan Agreement, taking into account the instalments and payment dates resulting from the Schedule. The Borrower, throughout the term of the Agreement has the right to receive, on request, at any time, a Schedule free of charge.

2.2. The Loan is considered granted at the moment when the transfer is credited to the Borrower's Individual Bank Account.

2.23 The Loan may only be granted in Polish zloty.

§ 3. LENDING TERMS AND CONDITIONS

3.1. Under this Framework Loan Agreement, the Lender grants the Loan to natural persons who have full legal capacity and meet the following conditions:

3.1.1. The Borrower has registered on the Lender's Website and created a User Account;

3.1.2. The Borrower made a Registration Confirmation Transfer or performed verification via the Instantor Service;

3.1.3. The Borrower has properly submitted a Loan Application which has been accepted by the Lender;

3.1.4. The Borrower has passed Verification;

3.1.5. The Parties have entered into the Loan Agreement in the manner set out in this Framework Loan Agreement;

3.1.6. At the time of applying for the Loan, the Borrower has no arrears against the Lender;

3.1.7. The Borrower meets the other conditions provided for in the Agreement.

§ 4. BORROWER STATEMENTS

4.1. By registering on the Website and submitting a Loan Application, the Borrower represents that:

4.1.1. is a consumer within the meaning of the Consumer Credit Act and enters into the Loan Agreement with the Lender for purposes not directly related to his business activity;

4.1.2. be aged between 18 and 75 at the time of submitting the Loan Application;

4.1.3. has a place of residence in Poland, as well as a PESEL registration number and a Polish ID card;

4.1.4. has not been entered in any debtor database;

4.2. The Borrower is responsible to the Lender for the truth and correctness of the above statements as well as the data provided in the Loan Application.

4.3. The Borrower undertakes to make reasonable efforts to ensure that the Borrower's confidential information (including e-mail address and password) does not fall into the possession of third parties. The Borrower shall only use secure electronic connections and data transmission means and devices.

§ 5. LENDER'S STATEMENTS

5.1 The Lender undertakes:

1. grant the Loan immediately after a positive application assessment, however not earlier than after the fulfilment of the Loan conditions referred to in § 3 points 3.1.1. - 3.1.7;
2. post information on the Website about any changes to the Loan rules;
3. properly secure the Borrower's personal data provided to it in connection with the Loan Agreement in accordance with generally applicable law.

§ 6. BORROWER REGISTRATION RULES

6.1. In order to submit a Loan Application and receive a Loan, the Borrower must register on the Website and create a User Account that is active at the time of submitting the Loan Application.

6.2. When filling in the Online Form the Customer is obliged to provide the following data: name and surname (using Polish characters), PESEL number, series and number of identity card, expiry date of identity card, address of residence, correspondence address, e-mail address, current mobile phone number and name of the bank from which he intends to make the Registration Confirmation Transfer, determination of the source and amount of earned income, indication of address and contact details of the employer, education, information about his/her debts, information about his/her financial situation (number of loans and/or credits repaid, ownership of real estate, pending debt enforcement proceedings, sources of income, average monthly expenses) and the purpose of the loan, and the Client is obliged to confirm that he/she has read the Framework Loan Agreement and the Regulations, published on the Lender's Website.

6.3. In order to access the created User Account, the Borrower shall provide the Borrower's email address and a password by means of which the Borrower shall confirm his/her identity and be able to log in to his/her User Account.

6.4. By registering on the Website and submitting a Loan Application, the Borrower represents that:

6.4.1. he has read the Framework Loan Agreement published on the Lender's website

6.4.2. his intention is to conclude the Loan Agreement remotely in the meaning of the Consumer Credit Act

6.4.3. agrees to telephone verification of information about the source and amount of income obtained by the Borrower

6.4.4. agrees to the processing of his personal data by the Lender for the purpose of concluding the Loan Agreement

6.4.5. has been informed about the right to access his personal data collected from the Lender and the right to correct his personal data collected from the Lender;

6.4.6. Authorised the Lender to request information from business information bureaus and co-operating lending institutions regarding the Borrower's liabilities;

6.5. Authorised the Lender to provide information about the Lender's compliance with any monetary obligations to the Lender under this Agreement to business information bureaus and cooperating lending institutions;

6.6. The Borrower is obliged to provide true data in the Online Form. In case of any doubts of the Lender regarding the authenticity of the data provided by the Customer in the Online Form, the Lender has the right to refuse the Customer the right to register at the Lender's Website. Providing false data that misleads the Lender resulting in an adverse disposition of its property may result in criminal liability.

6.7. After correctly filling in the Online Form, the Client will be provided via the Website with the data necessary to make the Registration Confirmation Transfer: recipient's data, recipient's account number, transfer amount corresponding to the currently applicable amount of Registration Confirmation Transfers in accordance with the Table of Fees available on the Lender's Website and the title of the transfer, whereas the Borrower may also use the Instantor Service in accordance with item 6.9 below.

6.8. In order to confirm the registration by means of a Registration Confirmation Transfer, the Client is obliged to make the Registration Confirmation Transfer to the Lender's Bank Account, writing in the transfer title the text compliant with the message received

electronically after filling in the Online Form correctly. In the event that the Client has an Individual Bank Account with a bank not listed on the Lender's Website, the Borrower is obliged to make the Registration Confirmation Transfer in accordance with the instructions on the Lender's Website.

The lender reserves the right to provide only one option for identity verification.

6.9. In order to confirm registration, the Borrower has the option to verify the Bank Account via the Instantor Service, whose rules of operation were explained on the Website, whereby the Borrower agrees in advance to verify the bank account in the aforementioned manner. In the case of verifying the Bank Account via the Instantor Service, the Borrower is exempt from the obligation to make the Registration Confirmation Transfer.

6.10. Upon receipt by the Lender of the Registration Confirmation Transfer, the title of which corresponds to the text provided to the Client in accordance with § 6.8 above or the Borrower's verification of the Bank Account via the Instantor Service in accordance with § 6.9 above, the registration is considered to be completed and the Client shall receive a temporary password for logging in to the Website at the e-mail address provided in the Online Form and also gain the status of the Borrower.

6.11. When logging for the first time on the Website, the Borrower will establish his personal password for accessing the User Account. The Borrower undertakes not to disclose the password to third parties.

6.12. The Borrower is identified by the Lender by logging on to the User's Account on the Website using the e-mail address provided by the Borrower and the personal access password that the Borrower established when first logging on to the Website. In the case of actions performed using a mobile phone, the Lender identifies the Borrower using the mobile phone number provided in the Web Form.

§ 7. PROCEDURE FOR CHANGING BORROWER DATA

7.1. In the event of losing the password, the Borrower shall follow the instructions on the Website. After completing all the instructions, the Borrower shall receive a temporary password at the e-mail address provided in the Registration Form, which the Borrower is then obliged to change immediately after logging on to the Website.

7.2. The Borrower is obliged to inform, within 3 days of the occurrence of a given circumstance, about any changes in personal data, which are understood in particular as first and last name, address data and contact data, which are understood in particular as

email address, telephone number, address of residence. In the case of a change of address to a foreign address, the Borrower is obliged, within 3 days of the occurrence of the given circumstance, to indicate an address for service in the country. In order to change the aforementioned data, information on the change should be sent in writing and the change should be made by logging in to one's User account.

7.3. In the case of changing the Borrower's Individual Bank Account or intention to add a new Individual Bank Account, the Borrower shall make a new Registration Confirmation Transfer in the amount indicated in the Table of Fees on the Lender's Website. In the title of the transfer, the Borrower shall specify his PESEL number or verify the Bank Account via the Instantor Service. The Lender reserves the right to make available only one option for changing the bank account number.

7.4. In the case of a change of name or surname, the Borrower shall make a new Registration Confirmation Transfer in the amount specified in the Table of Fees at the Website or verify the Bank Account via the Instantor Service. In the title of the transfer, the Borrower shall specify his PESEL number and ID card number. The Borrower shall also send, by registered mail to the Lender's address, a copy of the ID card containing his or her current name and surname and a copy of a document confirming a change of name. The Lender reserves the right to provide only one opportunity to change the name.

§ 8. APPLICATION FOR A FIRST LOAN

8.1. Upon registration on the Website, the Borrower simultaneously submits the first Loan Application, indicating the proposed Individual Terms and Conditions, i.e. the loan amount, number of instalments and loan repayment term. The Loan Application of the registered Borrower may only be submitted via the Online Form.

8.2. Immediately after submitting the Loan Application, before concluding the Loan Agreement, the Lender will provide the Borrower (on a Durable Media) with an Information Form relating to the Loan covered by the Borrower's Application, such provision being in the form of a PDF file capable of being saved on the Borrower's computer, to the Borrower's email address as provided in the Registration Form.

8.3. The total cost of granting the Loan is equal to the amount indicated in the Table of Fees.

8.4. When submitting the Loan Application, the Borrower simultaneously submits the statements referred to in § 6 points 4 and 5 whilst submitting the statement and consenting to the above-mentioned matters will take place by checking the appropriate boxes in the Loan Application. Failure to submit the statements referred to in § 6 points 4 and 5 of the Framework Loan Agreement will result in the rejection of the Loan Application.

8.5. The amount of the Loan will be transferred to the Borrower's Individual Bank Account immediately after the Lender sends to the Borrower an electronic notification of the amount of the Loan, the Loan Schedule and the Loan Repayment Date by means of a text message sent to the Borrower's mobile phone number and/or by sending an email to the Borrower's email address as provided in the User Account. The Lender reserves the option of transferring the Loan amount to the Borrower's Bank Account via the Lender's disbursement entity.

8.6. After the Lender accepts the correct Borrower's application for the first Loan, the Lender will provide the Borrower on a Durable Medium with the Framework Loan Agreement, Information Form, Confirmation of the Loan Agreement, Schedule and a template of the declaration of withdrawal from the Loan Agreement (in the form of PDF files that can be saved on the Borrower's computer) and in addition, those documents shall be visible after the Borrower logs in to the User Account on the Website (in the form of files enabling their saving on the Borrower's computer). The documents referred to in the preceding sentence shall be sent as PDF files capable of being saved on the Borrower's computer to the Borrower's e-mail address provided in the Registration Form.

8.7. After receiving the documents referred to in item 8.6, the Borrower is obliged to print out the Framework Loan Agreement and the Confirmation of Loan Agreement conclusion, sign one copy of each of those documents and return those documents to the Lender's mailing address. Failure to send these documents by the Borrower, as well as sending these documents back to the Lender without a signature, does not constitute grounds for stating that the Loan has not been granted. Upon receiving the documents referred to above signed by the Borrower, the Lender shall immediately send to the Borrower, at the Borrower's address indicated in the Registration Form, one copy of each of those documents signed by the Lender.

8.8. The Borrower is responsible to the Lender for the truth, correctness and accuracy of the information provided in the Loan Application and the information provided in accordance with the provisions of the Loan Agreement.

8.9. The Lender is not required to inform the Borrower of the reasons for the rejection of the Loan Application, except when the Loan was refused due to information contained in the Lender's database or data set.

8.10. Sending a correct Loan Application is equivalent to the Borrower's consent to verify the Borrower's data in databases of unreliable debtors, in accordance with the Act on Access to Business Information and Exchange of Business Data.

8.11. The granting of a Loan is solely at the decision of the Lender. The Borrower's fulfilment of the conditions for granting the Loan under the Framework Loan Agreement shall not give rise to any claim for disbursement of the Loan or any other claim relating to the refusal to grant the Loan.

§ 9. VERIFICATION OF THE LOAN APPLICATION

9.1. By submitting the Loan Application, the Borrower confirms that at the date of submission of the Loan Application, the Borrower meets the conditions referred to in § 4.1 of the Framework Loan Agreement. Furthermore, the Borrower authorises the Lender to verify the correctness and completeness of the data included in the Loan Application on the basis of publicly available data, lists and registers, as well as to contact the Borrower in order to remove any possible deficiencies in the Loan Application or doubts regarding the Borrower's data arising during the verification of the Loan Application.

9.2. When analysing the Loan Application, the Lender shall in particular verify the accuracy and completeness of the data contained in the Loan Application on the basis of publicly available data, lists and registers and examine the current status of the debt towards the Lender under the Loans and towards other entities on the basis of information contained in debtors' databases.

9.3. The Lender has the right to contact the Borrower by telephone to verify the accuracy of the data provided in the Registration Form and to verify the Borrower's borrowing capacity. Providing answers to the questions asked is voluntary, while refusal to answer any of the questions may result in refusal to grant the loan.

9.4. The Lender has the right to refuse to grant the Loan to the Borrower, informing the Borrower by sending an electronic notification to the Borrower's email address as

provided in the User Account. The Lender is not obliged to give reasons for refusing to grant the Loan, except if the refusal to grant the Loan is due to information contained in the Lender's database or data set

T9.5. he Lender will not consider the Application and will not make a decision if the Borrower has breached any provisions of the Loan Agreements previously concluded with the Lender.

§ 10. LOAN DISBURSEMENT

10.1. The Loan Agreement enters into force as soon as the Lender decides to grant the Loan and informs the Borrower thereof in the manner and manner specified in the Master Loan Agreement.

10.2. If, in the Lender's decision, the proposed amount of the Loan is lower than the amount of the Loan indicated in the Loan Application, the Loan Agreement enters into force upon the Borrower's consent to the amount proposed by the Lender, whereby the Borrower may submit the consent statement via the Registration Form as well as by sending a text message (SMS) to the Lender's telephone number provided on the Website or by calling the Lender's telephone number provided on the Website. The Borrower agrees to the registration of the call with the Lender.

10.3. The Lender disburses the Loan to the Borrower by transferring the Loan to the Borrower's Individual Bank Account immediately after the Loan Agreement enters into force. The Lender reserves the option of transferring the Loan amount to the Borrower's Bank Account through an entity acting on behalf of the Lender in carrying out the disbursement of the Loans. With the said transfer, the Borrower shall be deemed to have received the Loan. The time limit for repayment of the Loan and its individual instalments is calculated from the date on which the Borrower received the Loan in accordance with the terms of this section.

§ 11. APPLICATION FOR A FURTHER LOAN

11.1. The Lender will grant to the Borrower subsequent Loans each time on the basis of separate Loan Agreements concluded by the Parties remotely. The Lender may offer the Borrower another Loan on preferential conditions indicated each time on the Website.

11.2. The Borrower may not take out more than one Loan at the same time. An application for a subsequent Loan may only be made after the Borrower has fully repaid the previous Loan, paid the applicable Commission and fulfilled all obligations of the Borrower towards the Lender under the previous Loan.

11.3. A registered Borrower may apply for a further Loan via the Online Form as well as by calling the Lender's telephone number provided on the Website and verbally provide the Lender with all the required information. The Borrower agrees to record the call with the Lender.

11.4. When submitting the Application for another Loan, the Borrower is obliged to specify the proposed Individual Terms and Conditions of the Agreement, i.e. the amount of the Loan, the period for which the Loan is to be granted, the number of instalments and the Loan repayment deadline. In addition, the Borrower shall make statements in accordance with the provisions of § 8 section 4 of the Framework Loan Agreement.

11.5. Immediately after the submission of the Application for the next Loan, prior to the conclusion of the Loan Agreement, the Lender shall make available to the Borrower the Information Form concerning the Loan covered by the Lender's Application, such availability to be made on a Durable Media, in the form of a PDF file capable of being saved on the Borrower's computer, sent to the Borrower's e-mail address provided in the Registration Form.

11.6. An Application for another Loan that does not fulfil the requirements set out in the Framework Loan Agreement will be rejected.

11.7. After submitting a correct Application for another Loan, the Lender will verify the Application in the manner specified in § 9 item 2.

11.8. The amount of the next Loan will be transferred to the Borrower's Individual Bank Account immediately after the Lender sends to the Borrower an electronic notification of the Amount to be Disbursed, the Repayment Date, by means of a text message sent to the Borrower's mobile phone number and/or by sending an email to the Borrower's email address as provided in the User Account. The Lender reserves the option of transferring the amount of the next Loan to the Borrower's Bank Account via the entity acting for the Lender in the execution of the Loan disbursement.

11.9. After the Lender approves the Application for another Loan, the Lender will make available to the Borrower the Framework Loan Agreement, the Confirmation of Loan

Agreement, the Schedule Information Form and the Withdrawal Form as documents visible after logging in to the Lender's website (in a writable form on the Borrower's computer). In addition, the Lender will send the documents indicated in the preceding sentence to the Borrower's e-mail address indicated in the Registration Form as PDF files enabling them to be saved on the Borrower's computer.

11.10. Consideration of an application for another loan after the Lender has changed the template of the Framework Loan Agreement will take place only after the Borrower has approved the new template of the Agreement. The Borrower will be informed individually about the method of this operation.

11.11. In matters not regulated in this § 11, the relevant provisions of this Framework Loan Agreement shall apply.

§ 12. COSTS RELATED TO GRANTING THE LOAN

12.1. The total cost of the Loan consists of the Commission as specified in the Table of Fees attached to this Framework Loan Agreement and the Interest in the amount specified in the Table of Fees attached to this Framework Loan Agreement. The Commission and the Interest shall be settled in the amounts and on the dates of repayment of individual instalments resulting from the Schedule.

12.2. The Lender charges interest at a floating rate equal to two times the sum of the reference rate of the National Bank of Poland and 3.5 percentage points, i.e. two times the statutory interest indicated in Article 359 § 2 of the Civil Code of 23 April 1964 (Journal of Laws No. 16, item 93, as amended) [Dz. U. Nr 16, poz. 93, ze zm.] (maximum interest). Interest shall increase the amount of the loan debt and shall be repaid together with the Disbursed Amount and the Commission on the Repayment Date. The amount of maximum interest shall be determined in accordance with Article 359 § 21 of the Act of 23 April 1964 - Civil Code (Journal of Laws No. 16, item 93, as amended), [Dz. U. Nr 16, poz. 93, ze zm.].

12.3. Interest shall accrue for each day that the Borrower uses the Drawdown Amount and the basis for calculating Interest shall be the current amount of the Drawdown Amount outstanding.

12.4. The amount of Interest is set out in the Table of Fees and Commissions which forms an integral part of this Framework Loan Agreement.

12.5. For the preparation, granting and disbursement of the Drawdown Amount, the Borrower shall pay to the Lender a Commission in the amount specified in the Table of Fees and Commissions attached to this Agreement. The Commission increases the amount of indebtedness under the Loan and is repaid together with the Drawdown Amount and Interest on the Repayment Date, taking into account instalments resulting from the Schedule.

12.6. The RRSO - Actual Annual Percentage Rate of Interest for Loans granted by the Lender is published on the Lender's Website, as well as in the Individual Terms and Conditions, the Information Form and the Confirmation of Loan Agreement.

12.7. The Lender may from time to time provide discounts, as well as periodically change (reduce or cancel) the Commission or offer other promotional terms of the Loans, of which the Borrower shall be informed each time.

12.8. The costs associated with the Loan and the delay in repayment of the Loan are set out in the Schedule of Fees attached to this Framework Loan Agreement and posted on the Lender's Website.

§ 13. LOAN REPAYMENT TERMS

13.1. The Borrower undertakes to repay the Loan on the Loan Repayment Date in accordance with the terms of the Loan Agreement, taking into account the instalments and repayment dates indicated in the Schedule.

13.2 The Receivable becomes due on the Repayment Date specified in the Individual Terms and Conditions, taking into account the instalments and repayment dates indicated in the Schedule. The Borrower undertakes to repay the Loan, plus Commission and Interest, to the Lender in a timely manner in accordance with the Loan Agreement by making a transfer to the Lender's bank account on the repayment dates indicated in the Schedule in amounts corresponding to the amount of the individual instalments indicated in the Schedule.

13.3. Interruption of access to the Lender's Website does not relieve the Borrower from the obligation to repay the Loan on its due date.

13.4. The Borrower may check the repayment date of the Loan, as well as individual instalments and the current amount of the Loan by logging into the User Account.

13.5. The Lender has the right to inform the Borrower via text messages sent to the Borrower's mobile phone number provided in the Registration Form about the current amount of the Loan and the Loan Repayment Date.

13.6. If the Repayment Date of a given instalment falls on a public holiday in Poland, the amount due is due on the next day which is a business day in Poland.

13.7. Payments specified in the Loan Agreement and the Schedule should be made in the currency in which the Loan was granted, i.e. in Polish zloty.

13.8. The Borrower, when repaying the Loan or its part to the Lender's Bank Account, is obliged to indicate in the transfer title the reference number of his loan and the contract number.

13.9. The Lender allows for the possibility of repayment of the Loan by a third party or from a different bank account than the one to which the Loan has been granted, provided that the reference number of the Loan and the Agreement number are stated in the title of the transfer. The Lender reserves the right to make the Loan repayment option available through an entity acting on behalf of the Lender in handling the repayment of Loans by Borrowers.

13.10. The date of repayment of the Loan shall be the date on which the Lender's Bank Account specified in the Individual Terms and Conditions is credited or the date on which repayment is made through an entity acting on behalf of the Lender to handle the repayment of Loans by Borrowers (if such possibility is made available by the Lender).

13.11. The Parties agree that the amounts to be paid by the Borrower to the Lender will be credited in order to:

- a. interest for late payment of the loan;
- b. Interest (capital interest);
- c. Commission;
- d. Amount to be Disbursed (principal of the Loan).

13.12. The Borrower is entitled to repay the Loan in part or in full before the Repayment Date. If the Loan is repaid in full before the Repayment Date, the total cost of the Loan

shall be reduced by those costs which relate to the period by which the term for which the Loan has been shortened.

13.13 Making a partial early repayment of the Loan does not relieve the Borrower of the obligation to repay the Loan instalments resulting from the updated Loan Repayment Schedule made available to the Borrower's e-mail address specified in the Client Account (in the form of a PDF file capable of being saved on the Borrower's computer).

13.14 If the Borrower repays more than the amount of the Loan, the Lender returns the amount in excess of the Loan to the Borrower's Account. If the Lender has claims against the Borrower under other Loans, the Lender shall be entitled to credit the amount in excess of the Loan amount against such other Loans.

§ 14. RESCHEDULING OF THE LOAN

14.1. The Borrower who has been granted a Loan under this Framework Loan Agreement shall have the right to request a change in the repayment schedule of the Loan for a period of 5 to 30 days at a time.

14.2. The application for the amendment of the Loan repayment referred to in paragraph 14.1. shall be submitted no later than 90 days after the due date or maturity date of the first instalment of the Loan and the Borrower shall present evidence of obtaining a Guarantee securing the obligation to repay the Loan by an entity approved by the Lender, whereby the Lender shall allow such evidence to be presented directly by such entity.

14.3. The entity providing the Guarantee shall be subject to the Lender's approval after the Lender has confirmed the creditworthiness of that entity, whereby the acceptance of an entity as a Guarantee issuer shall be at the sole discretion of the Lender.

14.4. Regardless of the content of item 14.3. above, the effectiveness of the Lender's decision regarding the repayment of the Loan shall be conditional upon the delivery by the Borrower or the entity providing the guarantee of a document (in writing under pain of invalidity) containing a statement of the entity providing the Guarantee to the Borrower to secure the obligation of the Borrower to repay the Loan to the Lender. In the event that the document referred to above is delivered to the Lender by the entity providing the Guarantee to the Borrower, the Lender shall confirm to the Borrower receipt of that document by e-mail sent to the Borrower's address.

14.5. If the Lender decides to accept the Borrower's application referred to in point. 14.1, the Lender will send to the Borrower (via email) an updated Repayment Schedule (as a PDF file capable of being saved on the Borrower's computer).

14.6. In the case of a change pursuant to the Borrower's application in accordance with item 14.1. above, the Borrower is obliged to repay that Loan together with the Commission and Interest in accordance with the Schedule referred to in item 14.5. above.

14.7. The extension of the Loan repayment period depends on the Lender's sole decision and the Lender shall be entitled to refuse to extend the Loan repayment period without giving the Borrower the reasons for its refusal.

14.8. The Borrower shall not pay any fees to the Lender in connection with the extension of the Loan repayment period.

14.9. In matters not regulated in this § 14 of the Framework Loan Agreement, the relevant provisions of this Framework Loan Agreement shall apply to the extension of the Loan repayment period.

§ 15. DEFAULT ON LOAN REPAYMENT

15.1. If the Loan or part thereof is not paid by the date indicated in the Schedule, the Borrower is obliged to pay, in addition to the Loan amount, interest for late payment of the Loan, i.e. for the period from the Loan Repayment Date to the date on which the Loan amount is credited to the Lender's Bank Account;

15.2. Interest related to untimely payment of the Loan principal is calculated by the Lender at the maximum interest rate for a delay specified in Article 481 § 21 of the Civil Code, i.e. two times the statutory interest for a delay (the statutory interest for a delay is the sum of the reference rate of the National Bank of Poland and 5.5 percentage points). In the event of a change resulting from a change in the amount of interest referred to in Article 481 of the Civil Code, the Lender shall inform the Borrower about such change immediately after it occurs.

15.3. In the event that the Borrower fails to fulfil or improperly fulfils its obligations under the Loan Agreement, the Lender has the right to transfer the right to enforce outstanding

payments to a third party, and such transfer of rights may also include the processing of the Borrower's personal data, the entry of such data into public databases and the transfer of the Borrower's personal data to the acquirer of rights (assignee).

15.4. If the prerequisites specified in Article 14 or 16, 17 or 18 of the Act of 9 April 2010 on providing access to business information and exchanging business data are met jointly, the Lender is entitled to provide information on the Borrower's liabilities to Economic Information Bureaus. [Biura Informacji Gospodarczej].

15.5. The Lender is entitled to assign receivables, including unmatured receivables, under the Loan Agreement to third parties.

15.6. In the event that the Borrower fails to fulfil or improperly fulfils its obligations under the Loan Agreement, and the Borrower's obligations towards the Lender are secured by a Guarantee provided by a third party, pursuant to the provisions of paragraph 14.2 of this Framework Loan Agreement, the Lender shall notify the entity that provided the Guarantee.

15.7. In the case referred to in item 15.6 above, the Lender is entitled to make a demand for repayment of the Borrower's outstanding liability under the Loan Agreement to the entity that provided the Guarantee.

15.8. The Lender shall inform the Borrower of the making of the demand referred to in item 15.7 above, as well as of the receipt of repayment of the Borrower's liability from the Guarantor, via an e-mail sent to the Borrower's address.

§ 16. RIGHT OF WITHDRAWAL

16.1. The Borrower has the right to withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement, which results in considering this Agreement as not concluded.

16.2. The Borrower has the right to withdraw from an individual Loan without giving any reason within 14 days from the date of transfer of the Loan by the Lender to the Borrower's Bank Account, which results in the Loan Agreement being considered as not concluded.

16.3. The Borrower exercises the right to withdraw by sending to the Lender's mailing address or to the e-mail address info@creditstar.pl a scan of the written statement of withdrawal. The specimen statement of withdrawal is available after logging in at the

Lender's Website and is also sent to the Lender after each conclusion of the Loan Agreement (as a PDF file to be saved on the Borrower's computer).

16.4. In the case of exercising the right of withdrawal, the Borrower is obliged to repay the Loan to the Lender together with interest in the amount equal to two times the sum of the reference rate of the National Bank of Poland and 3.5 percentage points, i.e. two times the statutory interest indicated in Article 359 § 2 of the Act of 23 April 1964 - Civil Code (Journal of Laws No. 16, item 93, as amended) [Dz. U. Nr 16, poz. 93, ze zm.] (maximum interest) calculated on the Loan Amount for the period from the receipt of the Loan by the Borrower to the date of its repayment to the Lender. The repayment should be made to the Lender's Bank Account no later than within 30 days from the date of the statement of withdrawal. The repayment date is the date on which the Borrower transfers the funds to the Lender.

16.5. The Borrower, who at the time of making the statement of withdrawal from the Agreement is obliged to return the Loan Amount, no later than within 30 days from the date of making the statement of withdrawal from the Agreement.

16.6. The Borrower shall have the right to withdraw both in respect of this Framework Loan Agreement and the individual Loan Agreements concluded under this Framework Loan Agreement.

§ 17. COMPLAINTS

17.1. Complaints should be submitted in writing to the postal address of the Lender (ul. Grochowska 306/308, Warsaw 03-840) or by sending an e-mail to the electronic address of the Lender (info@creditstar.pl) or by telephone via the Lender's helpline (telephone number +48 22 307 51 53).

17.2. The Lender considers the complaint immediately, but no later than within 30 days of its receipt. In the event that due to the complexity of the case it is not possible to consider the complaint within 30 days, the Lender informs the Borrower accordingly, indicating:

- a. the reasons why it is not possible to meet the 30-day deadline for handling the complaint,
- b. circumstances that need to be clarified,
- c. the final deadline for responding to the complaint, which cannot be longer than 60 days from the day of receiving the complaint.

17.3. The Lender will inform the Borrower about the consideration of the complaint by letter, telephone, e-mail or in person. The Lender shall respond to the complaint in paper form (by post) or by other durable medium or by e-mail, provided that the Lender shall respond to the complaint by e-mail only at the request of the Borrower.

§ 18. FINAL PROVISIONS

18.1. The Framework Loan Agreement has been concluded for an indefinite period.

18.2. The Borrower has the right to terminate this Agreement at 1 month's notice by way of a statement sent to the Lender on a durable medium.

18.3. The Lender has the right, on a durable medium, to terminate this Agreement at 2 months' notice.

18.4. Termination of the Framework Loan Agreement does not result in termination of individual Loan Agreements concluded under the Framework Loan Agreement.

18.5. The Lender may terminate the Agreement with immediate effect in the event that:

- a. the data provided by the Borrower during registration is false or cannot be verified by the Lender or
- b. the Borrower is late in repaying the Loan or its part for more than 30 calendar days.

18.6. Termination of the Agreement by the Lender for the reasons set out in point 18.5. causes the Loan disbursed to the Borrower to become immediately due and payable.

18.7. Any disputes between the Parties shall first be resolved amicably. If the Parties are unable to resolve the dispute amicably, it will be referred for settlement to a competent court of general jurisdiction.

18.8. The entity competent to resolve disputes between the Borrower and the Lender arising from the Agreement is the Financial Ombudsman. Contact to the Financial Ombudsman and detailed information on the proceedings are available at www.rf.gov.pl.

18.9. In order to resolve a dispute between the Lender and the Borrower it is also possible to use the ODR online platform, available at: <http://ec.europa.eu/odr/>. The ODR platform

facilitates out-of-court resolution of disputes between consumers and businesses via the Internet.

18.10. During the term of the Agreement, the Lender intends to communicate with the Borrower in Polish.

18.11. The competent authority for consumer protection matters is the President of the Office of Competition and Consumer Protection (Plac Powstańców Warszawy 1, 00-950 Warsaw).

18.12. If the Lender has not performed or has improperly performed an obligation towards the Borrower and the Borrower's demand for performance of such obligation has not been effective, the Borrower has the right to enforce its claims for performance of such obligation against the Lender.

Annex No 1 to the Framework Agreement

TABLE OF FEES

The amount of the commission for the withdrawal and for the extension of the repayment date

	Name of cost	Cost value
1	Interest rate of the loan	7.2% per annum
2	Commission	between 15.5% and 21% of the loan disbursed, depending on the period for which the loan is granted
	Name of cost	Cost value
1	Interest for Late Repayment	Double the amount of the statutory interest for late payment - 11.2% per annum in the event of a change in the maximum interest rate for late payment, the lender shall be entitled to charge interest for late payment in accordance with the applicable maximum interest rate
2	Costs of court and enforcement proceedings	The costs of court and enforcement proceedings are charged in accordance with the applicable legal provisions, in particular the Act of 28 July 2005 on court costs in civil cases and the Act of 29 August 1997 on court bailiffs and enforcement, as well as other costs defined by law.
	Name of cost	Cost value
1	Fee for a certificate of full loan repayment (issued on request of the customer)	30 PLN
2	Fee for the issuance of an account history (issued on Customer's request)	30 PLN

Annex 2 to the Framework Agreement

Creditstar Poland Sp. z o.o.
Praga 306 Grochowska 306/308 Warsaw 03-840

Statement of withdrawal from the Loan Agreement

I, the undersigned:

(Name and surname of the Borrower submitting the withdrawal declaration)

Holder of identity card:

(Borrower's identity document number and series)

Holder(s) of PESEL no:

(PESEL number of the Borrower)

Residing at:

(current address of the Borrower's permanent residence)

**I hereby declare that, acting pursuant to Article 53 of the Consumer Credit Act of 12 May 2011 (Journal of Laws No 126, item 715) [Dz.U. Nr 126 poz. 715], I withdraw from Loan Agreement Noconcluded on
(Please mark the date the loan was granted).**

At the same time I declare that I will repay the Loan with interest for the period from the date of disbursement to the date of repayment immediately (no later than within 30 days from the date of this statement) to the account of Creditstar Poland Sp. z o.o.

.....
(Date and signature of the Borrower making the declaration)

ATTENTION! Please send the declaration by e-mail.