

STANDARD PRE-CONTRACTUAL CONSUMER LOAN INFORMATION

1. Name and contact details of the bank

Financial Institution of Microcredit
Address
Telephone Number
e-mail address
Web

IuteCredit Albania sha
Rruga "Andon Zako Çajupi", Pallati Nr.3, Hyrja Nr.2, Kati 3, Tirana, Albania
+355 44505060
info@iutecredit.al
www.iutecredit.al

2. Description of the main features of the credit product

2.1 Type of product

This is a loan with no guarantee/with guarantee (for car loan cases). The client shall have a sustainable earnings source, where are included salary and business income. IuteCredit Albania finances starting from ALL 5.000 up to ALL 1.200.000.

2.2. Total loan amount and currency

Consumer loan is disbursed only in Lek.

Total loan amount of this loan is equal to [loan_amount] Lek.

2.3. The conditions governing the drawdown of funds

The loan shall be disbursed by borrower's request, in one bullet amount in client's bank account, through any ICA partners or in one account as provided by the client himself.

2.4 Loan contract tenure: [loan_period] months:

Loan tenure for "Comfort" loans as following:

1-2 months for the amount 5.000, Lek, 10.000 Lek, 15.000 dhe 20.000 Lek.

2.5 Installments and when is possible the way how these installments shall be repaid:

The loan installment is: [monthly_repayment]. The repayment plan for the loan (for any loan) is integral part of the specific loan contract.

2.6 Total amount that the consumer shall have to pay:

Total cost of the loan for the client includes: disbursed loan amount + interest amount; Administration fee, processing fee. For the respective amounts see paragraph 3.

2.7. If it is applicable, guarantee/necessary securities

For unsecured consumer loans, is not required guarantee/mortgage or warrantor. For secured consumer loans, of the kind "car loan", it is required collateral, motoric vehicle type.

3. Total loan costs

3.1. Interest rate that shall be applied for the loan contract

The client shall pay interest on the disbursed and not paid loan amount.

Interest rate for this loan shall be: [interest_rate]

In case the loan chosen by the client is "Comfort Loan", then the interest is 0%

3.2 Effective Interest rate (NEI)

The effective Interest Rate is the total cost of the loan for the client, expressed as an annual percentage of the total amount of the loan. Total loan cost is the total of all expenses whereas are included interest, fees and any other possible expense that the client shall pay for the loan as per loan agreement (expenses for accessory services to the loan contract such as insurance principals, which are included only if the service is obligatory to grant the loan or the applied interest rate). Personalized EIR example shall be acquired in one of our branches or you shall consult our web page on the EIR calculation. Effective Interest rate for this loan is: [apr_rate] %

If the loan is Distance Loan then the EIR is : for 1 month is 88.8 %, for 2 month is 88.55%

3.3 Is it compulsory, in order to obtain the credit or to obtain it in the terms and conditions marketed, to take out an insurance policy securing the credit?

Consumer loan (with guarantee/with no guarantee) in IuteCredit Albania sha is taken with no insurance contracts signing.

3.4 Other costs related to the loan contract: There aren't any.

3.5 Any additional cost compulsory to obtain the loan:

Fees: Processing fee for this loan is: [commission fee] Administration cost for this loan is: [admin_fee]

In case the loan is Distance Loan then processing fee is 7.4% for 1 month loan tenure and 11.2 % for 2 months loan tenure.

3.6 Amount of costs for using a specific means of payment (e.g. a credit card):

There aren't any.

3.7 Any other additional cost deriving from loan contract: There aren't any.

3.8 Conditions under which, the above-mentioned costs related to the credit agreement can be changed: There aren't any.

3.9 Compulsory notarial expenses: There aren't any.

3.10 Costs in case of delayed payments

Penalties in case of delayed repayments are + 0.85% on daily basis, for the unpaid loan amount from the date the loan should have been repaid up to the effective repayment date and also an additional cost of ALL 750 for the first two notification letters and 0 Lek or the third one on the delays sent to the provided address and the additional cost of ALL 200 for notification sms on the delays. In case the borrower is in delay for the repayments more than 70 calendar days calculated from the date agreed upon contract for the installment repayment., then the Lender declares immediately the unilateral termination of the loan contract and notifies the borrower on the total debt amount that he should pay. The penalty for the borrower to be paid for the termination is 30% of the remaining unpaid loan amount.

4. Other important legal aspects

4.1. Right of withdrawal: The consumer has the right to withdraw from the credit agreement within a period of 14 calendar days. The withdrawal from loan contract shall be effective only if the borrower within the same deadline of 14 days shall repay the total loan principal taken and the exact amount of obligations of the borrower notified to him by the Lender. If not, the borrower accepts that the withdrawal is not effective and the loan contract is still on force and to the borrower derive all the obligations as per loan contract.

4.2 Early loan repayment

The borrower is entitled to partly or totally repay the unpaid loan principal up to the moment, plus accumulated interest up to repayment date.

4.3 The Institution is entitled to compensation in case of early repayment. If the borrower totally early repays the loan is obliged to prepay the total agreed fee.

4.4 Notification in case of refusal of loan request

The institution should inform the consumer, immediately commission free, if a loan application is refused, giving also the reasons upon which is based the refusal.

4.5 The way of informing and the way to obtain the consumer's consent in case of changing the conditions, which arise consequences based on the agreement

Each notification, request or communication with the client shall be done upon sustainable manners of communication. In such cases (i) the change notified by the Lender (ICA) shall not be effective within 15 calendar days from the notification (i) during this period the borrower is entitled to notify the Lender on the contract termination in case he does not agree with the proposed change from the Lender. In case no notification shall be presented to the Lender from the borrower as per deadline above cited then the notified changes shall take effect, starting from the 15 calendar days after the notification.

4.6 The internal complaint scheme of consumer against the bank

Borrowers shall present a complaint in ICA through 3 communication manners:

- by writing nearby any ICA branch;
- via electronic mail: info@iutecredit.al
- by calling through phone numbers: +35544505060 (Monday to Sunday 08:00-20:30)

4.7 The period of time during which the Bank is bound by the pre-contractual information is up to date [submit_date].

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[name] [surname]

SPECIFIC PERSONAL LOAN CONTRACT



Concluded between

The Lender: Non-Bank Microfinance Institution "Iute Credit Albania" Sh.a., represented by Akan Ajdini

The installment payment can be made at:

Albanian Post Office

Western Union

Raeafs

EasyPay

Credins Bank Account number AL50212110470000000000691812

The Borrower Mr/Mrs:

ID no:

Address:

Tel. no.:

For the loan amount

Interest rate

The term of the loan repayment:

The loan commission

The Admin Fee commission (per month)

NEI: %

Loan disbursement: through the branch of Albanian Post Office

The payment graph

Payment no.	Date of installment payment	Balance in the beginning	Installment	Principal	Interest	Commission	Balance at the end t

Loans or other payments related to them can be paid through payments to the account number of IuteCredit Sh.a. The document issued by the Bank Branch or Post with the payment will show the amount paid, the name of the person / borrower who pays it, the account number where it will be paid / in favor of whom the payment will be paid.

By signing this Loan Contract, the borrower confirms that the terms of the loan approval with IuteCredit Albania are clear, understandable and accepted without any reservation.

This Specific Loan Contract is an integral part of the **Loan Contract - General Conditions** between the Lender and the Borrower.

LENDER

BORROWER

“IUTE CREDIT ALBANIA” SH.A.

(signature, seal)

“IUTE CREDIT ALBANIA” SH.A

Iutecredit Albania Sh.a.

Rr. E Durrësit, Nr. 6, Tirana, Albania

Tel: +355 (0) 42239111

info@iutecredit.al www.iutecredit.al

Prior Consent Clause

By the virtue of this application I declare that the entire provided information is accurate and complete. Being completely able to understand that my demographic and financial data saved at the Credit Registry of the Bank of Albania shall be processed accordingly to the applicable legal and bylaw legislation on the protection of personal data, banking secret and professional secret, and on the fact that the IuteCredit Albania Sh.a. and the Credit Registry of the Bank of Albania have taken all the required measures to guarantee the safe processing of the above data: I authorize IuteCredit Albania Sh.a. that, with regard to the purposes which include:

1. assessment of application to receive a credit;
2. assessment of credit risk over the duration of my contractual credit relationship with IuteCredit Albania Sh.a.; and/or
3. assessment of my creditability as a related person to the borrower;

to get informed on my obligations against banks/branches of foreign banks/crediting subject, through the authorized processing of Credit Registry information/data, with the purpose to assess the amount of financial obligations, guaranties and the confidentiality /the ability to settle the financial obligations. Also, I grant my approval that IuteCredit Albania Sh.a.; to use my name and my identification and financial data held at the Credit Registry, for the purpose of carrying out standard and mandatory reports at the Credit Registry of the Bank of Albania.

City (town), Date (dd.mm.yyy)

Name Surname

Signature

3.3 FRAMEWORK CONSUMER LOAN AGREEMENT

General Terms

This consumer loan agreement (hereinafter the “**Agreement**”) is executed today, on [sign_date] between the following parties:

Lender: “IuteCredit” sh.a., registered with the commercial register held by the National Business Centre with NUIS no: L42011023U, with seat in Rruga Andon Zako Cajupi, Nderresa Nr.3, Hyrja 2, Tirana; and

Borrower: Mr./Mrs. [first_name] [patronymic] [last_name], born on [birth_date], with ID personal number [pin].

Article 1. Definitions

Special Terms is the Special Terms of a loan granted to Borrower by Lender in accordance with this Agreement. The Special Terms, for every loan entered into by the Parties during the term of this Agreement will be enclosed to this Agreement as an annex and form its integral part.

Repayment Plan is the personalized table of total repayments to the loan;

Distance loan is the loan agreement that may be entered into through distance communication means between Borrower and Lender in compliance with article 6 below.

Loan disbursement account is the bank account where Lender shall disburse the loan to Borrower as defined in the Special Terms.

Lender’s bank account shall be any bank account published by Lender in the Lender’s website (defined below) or in the Special Terms.

Automated Teller Machine (ATM) is a cash machine or computerized machine that provides customers with easy access to funds in their account and performing various financial transactions (loan funds disbursements and loan repayments) without the need for a client physically presence.

Lender’s website is the website of Lender <https://iutecredit.al/>.

Principal is the amount that will be disbursed to Borrower by Lender as defined in the Special Terms.

Interest Rate is the percentage rate calculated over the obligations of Borrower according to this Agreement that the Borrower is obliged to pay to Lender as interest. The Interest Rate is defined in the Special Terms as well as in article 6.4 below as regards the Distance Loan.

Effective Interest Rate (NEI) is the total loan cost for Borrower, defined as an annual percentage of the loan amount and calculated in compliance with rules defined by the Bank of Albania respectively in Article 6 and Annex 1 of regulation no. 59 “On transparency in financial and banking services and products”. An example of the calculation of the Effective Interest Rate is provided in Annex 1 enclosed to this Agreement.

Processing Commission is the commission applied by Lender and that represents costs related to the service of reception of the loan application, information of the applicant, processing of the application, approval and disbursement of the loan, defined and payable according to the provisions of the Special Terms and article 6.4 as regards the Distance loan. The Processing Commission is paid upon disbursement of the loan to Borrower, however, the Parties may agree that the commission may be paid in installments.

Administration Commission is the commission applied by Lender that represents its costs related to the management and maintenance of the loan during its term as well as other operational and administrative costs of the loan, defined and payable in accordance with the provisions of the Special Terms.

Commission of Postponement of Payment Term is the commission paid by Borrower in case of suspension of its obligations upon its request as per article 11 below and is defined in the Special Terms.

Restructuring Commission is the commission paid by Borrower in case of restructuring of its obligations upon its request as per article 11 below and is defined in the Special Terms.

Prepayment Commission is the commission paid by Borrower in case of complete or partial prepayment of its obligations arising under this Agreement. The Prepayment Commission is defined and paid in accordance with the provisions of the Special Terms.

Privacy Policy is the document approved by Lender, as in force upon application, that defines the terms and conditions of the collection and processing of personal data of Borrower.

Delay notification fee is the fee applied to the Borrower in accordance with article 9.6 below. This charge is further defined in the Special Terms.

Late payment interest is the penalty that the Borrower shall be obliged to pay to Lender in case of delay of payment of its obligations under this Agreement, which include the obligation of Borrower to pay to Lender the Principal,

interests, commissions and fees in accordance with the terms and conditions of this Agreement. The Late payment interest is further defined in article 9.3 below and an example of calculation of the Late payment interest is provided in Annex 2 enclosed to this Agreement.

Sustainable communication mean shall be considered any communication mean that fulfills the following criteria: (i) allows that the information is addressed personally to the receiver; (ii) allows to the receiver the storage of the information in order to be used as reference in the future and during a sufficient term for the purpose of the information, and (iii) allows the copying/unchanged reproduction of the stored information. Except for the written form, the Lender considers as Sustainable communication means also communications via e-mail, sms, registered phone communications etc.

Business Days will mean any day of the week with the exception of Saturday, Sunday and other official holidays in the Republic of Albania. Notwithstanding the foregoing, in relation to the Lender and the services offered by the later, every day of the week shall be considered as a Business Day.

Article 2. Object of the Agreement

- 2.1 Upon execution of this Agreement, Lender accepts to grant loans to Borrower and Borrower agrees to obtain loans from the Lender, from time to time, and to reimburse the borrowed amounts and pay the interest, commissions and fees in compliance with the provisions of this Agreement and the Special Terms.
- 2.2 This Agreement defines the general terms of the contractual relationship between Borrower and Lender. The provisions of this Agreement shall apply to any of the loans obtained by Borrower during the term of this Agreement concomitantly with the Special Terms.
- 2.3 During the term of this Agreement, the Borrower is entitled to apply for one or more loans offered by Lender as per articles 5 and 6 below. The Special Terms of any loan obtained by Borrower with Lender during the term of this Agreement shall be enclosed to this Agreement and form integral part of it.
- 2.4 The Special Terms shall also include the Payment Plan which shall define the terms of payment of Borrower's obligations, including the Principal, interest and applicable commissions and fees. In case of amendments to the Payment Plan, Lender shall reflect the amendments in a new Payment Plan and shall notify it to Borrower as per modalities of notification accepted by this contract and shall execute a new Payment Plan.

Article 3. Term of the Agreement

This Agreement enters into force upon its execution by the Parties and shall remain in force for an indefinite term until termination of the Agreement in accordance with its terms. Any of the loans obtained by Borrower during the term of this Agreement shall remain in force until fulfillment of Borrower's obligations under the relevant loan. The payment of Borrower's obligations under one of the loan agreements, will not terminate this Agreement or other loan agreements entered into between the Parties. 3.3 By signing of this agreement the parties agree that the Prior Consent Clause hereto an integral part, upon which the Borrower gives to the Lender its unconditional consent for the financial and demographic data, administered by the Credit Register of Bank of Albania to be accessed, shall remain valid throughout all the validity term of this Frame Agreement and shall extend its legal effect to all the Special Agreements agreed on the basis of this Frame Agreement.

Article 4. The right of Borrower to withdraw from the loan agreement

- 4.1 Borrower is entitled to withdraw from a loan agreement entered into in compliance with the terms of this Agreement and the provisions of the Special Terms, within a period of 14 (fourteen) days from the date of execution, without having to give reasons.
- 4.2 Lender shall inform Borrower on the amounts that Borrower is obliged to reimburse to Lender, if any, which may include, as the case may be, the disbursed Principal, the interest for the relevant days as well as any other expense of Lender arising from actions with third parties performed in the aim of disbursing the loan.
- 4.3 If the Borrower does not pay to Lender the amounts as per article 4.2 above, within a term of 14 (fourteen) calendar days from reception of Lender's notice, the Lender reserves the right to continue to apply interests and late payment penalties on the unpaid amounts and to follow the relevant legal procedures for the enforced collection of the obligations of Borrower.
- 4.4 In case the Borrower has obtained more than one loan from Lender, the withdrawal of Lender from one of the loans, does not affect the other loans.

Article 5. Borrower's application for loans

- 5.1 During the term of this Agreement, Borrower is entitled to apply for a new loan with Lender, by applying directly at Lender's premises, at the premises of other partners' of Lender, online on the websites of Lender's partners, Lender's website or through sms.
- 5.2 Borrower acknowledges and agrees that in case of application for a new loan, Lender will be entitled to request any document or information that Lender considers necessary to assess the credit risk and reach a decision on Borrower's request. Lender reserves the right to decline the new application of Borrower, if the Borrower has violated its obligations under this Agreement for an existing loan or for any other reason and upon its judgement.
- 5.3 If the loan application is accepted, the parties will execute the Special Terms for the new loan.

Article 6. Distance loan

The distance loan is the loan agreement that may be entered into through distance communication means between Borrower and Lender

- 6.1 Borrower may apply for the stipulation of a Distance loan through one of the following manners: (a)through sms delivered to the number of Lender published with Lender's Website, defining the requested amount and the ID card; (b)through phone call at Lender's number published with Lender's Website; (c)by completing the Distance Loan application form one Lender's Website; (d)at the official website of one the partners of Lender defined in Lender's Website.
- 6.2 Upon assessment of Borrower's loan request, the Lender shall notify to Borrower its decision on the approval or rejection of the request through one of the communication means provided for in this Agreement. Lender reserves the right to decline the new application of Borrower, in case Borrower has violated its obligations under this Agreement for an existing loan or for any other reason and upon its judgement. In case the request of Borrower for a distance loan is considered acceptable by Lender, Lender shall notify its decision to Borrower and request the latter to confirm by sms, registered phone call or other Mean of sustainable communication, its intention to enter into the Distance loan in compliance with its terms. Borrower acknowledges and accepts that this confirmation will constitute the execution of the Distance loan and the acceptance of Borrower of the fact that he has acknowledged the precontractual loan information and no paperback documents need to be signed. The borrower by signing hereto gives his unconditional approval on the electronic signature in case this service is offered by ICA through Aleat/e-albania or any other authorized service provider in the future.
- 6.3 "Comfort Loan" is one type of distance loan which request may be sent through written message (sms). Upon execution of this Agreement, Borrower is entitled to apply for one or more "Comfort Loan", at the predefined amounts of ALL 5,000 (five thousand)/ ALL 10,000 (ten thousand)/ ALL 15,000 (fifteen thousand)/ALL 20,000 (twenty thousand) with the obligation to reimburse any of these amounts within the term requested from Borrower and accepted by Lender, which in any case may not be longer than two months from the disbursement date.
- 6.4 Notwithstanding the provisions of article 5 above, for "Comfort loans" Lender will apply an interest rate of 0 % and a Processing Commission of 15.9% for the one-month term loan and 23.9% for the two-month term loan. The Lender reserves the right to amend these interest rates and commissions by notifying the Borrower in accordance with the provisions of article 12.

Article 7. The disbursement of the loan

- 7.1 The loan shall be disbursed in the Loan Disbursement Account or through the different partners of Lender as defined in the Lender's website or in the Special Terms. The disbursement may be made in a bank account specified by Borrower. In such case, the Borrower must ensure that the provided account belongs to Borrower otherwise he shall be held liable of all amounts disbursed to the account of third parties. By signing of this agreement hereto, the parties agree for the loan to be disbursed in ATM machines, in case this possibility shall be made possible by ICA in the future.
- 7.2 Lender reserves the right to refuse to disburse the loan, if at any moment after the execution of this Agreement, he obtains information from reliable source that, (i) Borrower has provided false information, and/or (ii) Borrower risks a considerable reduction/loss of revenues declared during the loan application, and/or (iii) the loan risk is higher than the risk evaluation made based on the information provided by Borrower in the loan application form.
- 7.3 Lender is not responsible for any delay in the loan disbursement, when the delay is caused by a third party.
- 7.4 The Borrower accepts risks related to cases of fraud, falsification or other criminal activities, due to human error or negligence of the Client, through which any third unauthorized person accesses and/or appropriates the

identification documents of Borrower or any other personal document and uses the loan granted to Borrower against his will.

- 7.5 If, for any reason, the Borrower obtains by error any amount from Lender, aside from the loan disbursed in accordance with this Agreement, the Borrower is obliged to reconstitute said amounts to Lender within a term of 7 (seven) days from the first notice of Lender.

Article 8. Repayment of loan by Borrower

- 8.1 Upon disbursement of the loan by Lender in accordance with the terms of this Agreement, Borrower shall be obliged to pay to Lender the Principal, interest, applicable commissions and fees and any other expense foreseen under this Agreement and the relevant Special Terms.
- 8.2 Any payment based on a loan agreement between the Parties shall be performed in accordance with the Payment Plan.
- 8.3 Any amount that the Borrower shall be obliged to pay to Lender, shall be made by bank transfer or cash deposit to Lender's Bank Account or at Lenders' Partner as defined in Lender's Website, in the currency defined in the relevant loan agreement. Any payment that the Borrower shall be obliged to make to Lender, shall be considered made at the moment that the amounts are credited into Lender's Bank Account or deposited with Lenders' partners.
- 8.4 All costs related to the bank transfer of Borrower's payments in Lender's Bank Accounts or costs that may be requested by Lenders' partners for the disbursement or payment collection service, or costs related to account maintenance when the loan has been disbursed in the bank account of Borrower, shall be charged to Borrower and shall be paid exclusively by the latter. All amounts defined in the Payment Plan are net amounts payable to Lender.
- 8.5 By signing of this agreement hereto the parties agree that in the future to come, ATM machines to be a loan repayment mean, in case this service shall be offered by ICA for its clients. Fees and tariffs on the usage of ICA ATM machines, in case this shall be an option, shall be matter of mutual future agreement.
- 8.6 If the amount paid by Borrower does not correspond to the amount necessary to cover all due amounts as per Payment Plan, then the amount paid by Borrower shall be used to cover its obligations based on the following order: (1) Late payment interest and any other eventual expenses of Lender performed for the enforced execution of Borrower's obligation following its default; (2) Applicable commissions; (3) interest; and (4) Principal.
- 8.7 Borrower is entitled to request to convert the currency of the loan to the currency of its revenues. In case of currency conversion, the exchange shall be performed based on the exchange rate approved by Lender. Lender shall notify the Borrower in accordance with this Agreement, in case as a result of the exchange rate between the loan currency and the Borrower's revenues currency, the value of the installments is increased with more than 20% compared to the value of the installments based on the exchange rate of the day of execution of the relevant loan agreement.
- 8.8 Any time prior to the maturity date, Borrower is entitled to totally or partially prepay its obligations under this Agreement and the relevant loan agreement. In such case, Lender shall reduce the total costs of the loan in compliance with the regulatory provisions of the Bank of Albania, without prejudice to the right of the Lender to apply the Prepayment Commission in accordance with the provisions of the Special Terms. Furthermore, the Borrower acknowledges and accepts that in case the payment of the Processing Commission is divided in installments, this commission shall not be reduced in case of prepayment considering that as a rule the Processing Commission should have been paid upon disbursement.

Article 9. Interest, commission, Late payment penalty and fees

- 9.1 Borrower shall pay to Lender interest over outstanding amounts based on the Interest Rate defined in the Special Terms and the terms and amounts defined in the Payment Plan. By signing of this agreement, the borrower agrees that the interest on the loan shall be applicable and calculated from the signature moment of the specific loan agreement for each loan.
- 9.2 Borrower shall also pay to Lender applicable commissions according to the Special Terms, in accordance with the terms and amounts defined therein and the Payment Plan.
- 9.3 Borrower is obliged to pay to Lender the Late payment fee in case Borrower delays payment of its obligations. The Late payment fee will be 0.85 % (zero point eighty-five per cent) per day calculated on the due amount starting from the day after the obligation was normally due.
- 9.4 The application of the Late payment fee does not prejudice the right of Lender to initiate enforced execution proceedings according to the Agreement or to terminate the Agreement in accordance with its provisions.

- 9.5 If the Borrower delays payment of its obligations under this Agreement and the respective loan agreement for more than one Business Day, then Lender is authorized to contact Borrower and notify the delay to Borrower.
- 9.6 Lender is authorized by Borrower to unilaterally define the manner and the frequency of the notification for any delayed payment. For any written notification delivered to Borrower through public or private post service at the address declared by Borrower, the latter will also pay a Delay notification fee of ALL 750 (seven hundred and fifty) for the first two Notification letters and 0 (zero) Leke for the third Notification Letter. For any notification delivered to Borrower through sms in the phone number of Borrower, the latter will pay a Delay notification fee of ALL 200 (two hundred). The Lender acknowledges and accepts that the Late payment penalty shall be applied regardless of the effective delivery of the notification to Borrower due to the fact that the latter has declared an incorrect address or has failed to notify to Lender a new address.

Article 10. Declarations, guarantees and rights of Borrower

10.1 Borrower guarantees and declares to Lender that:

- 10.1.1 Borrower has obtained all the necessary precontractual information and clarifications in relation to the terms and conditions of this Agreement.
- 10.1.2 The entire information provided by Borrower and filed documents as well as any information or document that may be provided to Lender from time to time for other loan applications are/ will be true and complete in every aspect at the date they shall be provided to Lender.
- 10.1.3 Upon signature of this Agreement Borrower accepts that he is entirely liable for the address and phone number provided to Lender and guarantees that the provided contact data is correct. Borrower furthermore undertakes all obligations in case he fails to receive a notification delivered by Lender due to the fact that Borrower has provided a false address or phone number. Borrower undertakes to immediately notify to Lender any change in the contact data of Borrower. The failure of Borrower to update his contact data does not prejudice his obligations under this Agreement.
- 10.1.4 Borrower shall immediately notify to Lender any circumstance that may represent a considerable risk of reduction/loss of the revenues declared by Borrower during the loan application, or any following credit risk evaluation performed by Lender.
- 10.1.5 Borrower shall be entitled to request the replacement of the collateral by notifying to Lender a reasoned request. The replacement may be accepted by Lender only if at Lender's sole discretion, the new collateral proposed by Borrower offers the same surety in terms of value and enforcement as the first collateral. Any expense for the replacement of the new collateral shall be borne exclusively by Borrower.

Article 11. Postponement of the payment term and restructuring of the loan

- 11.1 Borrower may, during the term of a loan agreement granted in accordance with this Agreement, address to Lender a reasoned request for suspension of its obligation to pay to Lender its obligations under the relevant loan, for a term not exceeding 17 calendar days.
- 11.2 If the request is accepted by Lender, the obligations of Borrower will be suspended and Lender will not calculate any interest or Late payment penalty during the suspension term. In such case, Borrower shall pay to Lender the Suspension Commission, which at the moment of execution of the present Agreement is equal to ALL 500.
- 11.3 Notwithstanding the above, the Lender acknowledges and accepts that in case of Borrower's failure to pay the suspended obligations upon termination of the suspension term, the Lender shall be entitled to apply Late payment penalties over the unpaid obligations commencing from the date such obligations should have been paid according to the loan agreement without having consideration to the suspension term.
- 11.4 Borrower may, during the term of a loan agreement granted in accordance with this Agreement, address to Lender a reasoned request for loan restructuring, by amending the term, installments etc.
- 11.5 In case of application for loan restructuring, Lender shall be entitled to request any document or information considered necessary to evaluate the credit risk and reach a decision in relation to the restructuring request of Borrower.
- 11.6 If the restructuring request is accepted by Lender, Borrower shall pay to Lender the Restructuring Commission.

Article 12. Notices

- 12.1 Unless otherwise provided in this Agreement, any notice, request or communication or other documents required or permitted under, or otherwise made in connection with this Agreement shall be made in written form, made by a mean of sustainable communication (mail, e-mail, phone call, sms, "My Iute" accounts in web, "My Iute" application and in Albanian language.

- 12.2 Any notice shall be deemed to take effect from the time of its actual delivery: (a) upon hand delivery to the other Party; (b) upon delivery of the notice at the email address/phone number of the other Party; (c) the second day following to the dispatch by registered or certified postal service, (d) the notification day on “My Iute” individual account in web (e) on the notification day on real time on “My Iute” application, which are sustainable (individual and easy to track and evidence) mean of communication.
- 12.3 Notwithstanding the foregoing, any notice delivered by other means of communication shall be also deemed to have been duly given under this Agreement, if the respective Party received actual knowledge of the notice.
- 12.4 The contact data of the Borrower are defined in the Specific Terms.
- 12.5 For the Borrower to be always informed in regard to any loan regarding information, at any time the Borrower himself can't get directly the information via his contact details, the Borrower declares hereto alternative contacts, to be contacted by the Lender in case is impossible for the borrower to be contacted. The Borrower guarantees that the alternative contact is informed and has given his consent in this regard.

Article 13. Enforced execution and events of default

- 13.1 If Borrower breaches any of the below obligations Lender may immediately initiate all appropriate legal steps against Borrower and/or terminate the loan agreement and restitution of the principal, interests, late payment interest, commissions, expenses and all other obligations payable to Lender. Specifically, will be considered events of default under this Agreement, the following:
- 13.1.1 Borrower does not pay its obligations under this Agreement and the relevant loan agreement, for more than 70 (seventy) calendar days commencing from the day following the day when the payment should have been normally paid. In such case, the Lender shall immediately notify to Borrower the total amount of the obligations as well as the unilateral termination of the Agreement. Upon such termination Borrower shall be obliged to pay to Lender a penalty fee equal to 30% of the unpaid amount.
- 13.1.2 Any of the information or declarations provided by Borrower will result false.
- 13.1.3 Except for the above, the Lender shall be entitled to address to the competent court a request for issuance of an executive order based on article 510 of the Code of Civil Procedures of the Republic of Albania and commence enforced execution of the obligation.
- 13.2 Borrower will pay all obligations and administrative and legal costs, notary expenses, commissions and all other expenses necessary for the enforced execution of the obligation by Lender.
- 13.3 Lender will continue to calculate interests, late payment interests, commissions and other applicable expenses on unpaid obligations of Borrower until final enforcement of the executive title.

Article 14. Termination

- 14.1 Borrower may terminate this Agreement by delivering Lender a written termination notice during the term defined in art. 16 of this Agreement, if Borrower decides to not accept the changes to the Agreement notified by Lender in accordance with article 12 above.
- 14.2 In any case of termination of this Agreement, the outstanding amounts owed by the Borrower shall accelerate and become immediately due and payable by the Borrower, within a term of 15 (fifteen) calendar Days from the termination date, irrespective of previously agreed payment terms.

Article 15. Executive title

- 15.1 This Contract is an act for granting of credits by non-bank financial institutions, and as such it constitutes a mandatory executive title for the Borrower.

Article 16. Entire agreement, amendments

- 16.1 This Agreement constitutes the entire understanding between the Parties with respect to its subject matter.
- 16.2 The Parties agree that Lender shall be entitled to unilaterally update, amend, substitute or replace, at its sole discretion, the provisions of this Agreement, including but without being limited to, the Interest rate, late payment penalties and applicable fees. In such cases, the Lender shall send a notice to the Borrower in accordance with the provisions of art. 12 above, informing the Lender that (i) the amendment shall not take effect prior to the expiry of a term of 15 (fifteen) calendar Days from the date of the notice, and that during such 15 (fifteen) calendar Days period, the Borrower shall be entitled to terminate this Agreement in compliance with art. 14 above, in case he does not agree to the proposed amendments.
- 16.3 Should the Borrower fail to submit a written termination notice within the above term, then the Borrower shall be deemed to have unconditionally accepted the amendments proposed by Lender.

Article 17. Processing of personal data and Credit Registry

- 17.1 Borrower declares that he has read the Privacy Policy of Lender published with Lender's Website.
- 17.2 Notwithstanding the above, Borrower is notified to the use of its personal data by Lender during the term of this Agreement and in accordance with its provisions, the provisions of the Privacy Policy and of the Albanian law on protection of personal data.
- 17.3 Borrower declares that they are notified to the fact that its personal data may be processed and stored also outside of the Republic of Albania in accordance with the Albanian legal provisions on personal data protection.
- 17.4 Upon execution of this Agreement, the Borrower authorizes Lender that for purposes including (i) the assessment of loan applications of Borrower, (ii) the assessment of credit risk during the term of this Agreement, the Lender can use the personal data of Borrower in order to obtain information on Borrower's obligations against other financial institutions through the Credit Register of the Bank of Albania as well as to carry out mandatory reporting with such register.

Article 18. Miscellaneous

- 18.1 Assignment: The Borrower may not assign this Agreement, and any of its rights and obligations hereunder, to a third person, without the prior written consent of the Lender having accepted such third person as new borrower, excluding cases when Borrower's obligations are transferred to the legal heirs of Borrower. Upon signing of this Agreement, the Borrower hereby irrevocably grants his/her unconditional consent for the Lender to assign and transfer this Agreement, and any of its rights and obligations hereunder, to a third person which will become the new lender, subject to the assignment being notified to Borrower with a written Notice to the Borrower on the occurred assignment and of the identity of the new lender; for the avoidance of doubt, the Borrower shall retain the same right and obligations provided hereunder also with respect to the new lender, unless otherwise agreed between the Borrower and the new lender.
- 18.2 Upon signing of this Agreement, the Borrower hereby irrevocably grants his/her unconditional consent for the Lender to transfer rights, in any manner, in favor of financing parties, over Lender's receivables under this Agreement and that the Lender is not obligated to notify the Borrower of this.
- 18.3 Governing law and jurisdiction: This Agreement shall be governed by the substantive laws of the Republic of Albania. Any action, suit, or proceeding, including any interim measure of protection or preliminary relief, arising out of or in connection with this Agreement shall be exclusively brought and finally settled by Tirana District Court.
- 18.4 No waiver by or on behalf of the Lender of any of its rights under this Agreement shall release the Borrower from full performance of the obligations stated in this Agreement, save to the extent such explicit waiver is made in writing by the Lender.
- 18.5 Any relaxation, indulgence or delay by the Lender in exercising, or any failure of the Lender to exercise, any right under this Agreement or applicable law shall not be construed as a waiver of that right and shall not affect the ability of the Lender subsequently to exercise that right or to pursue any remedy, until this becomes time barred under the law.
- 18.6 If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the offending provision shall be considered to have been automatically substituted by another enforceable, valid and legal provision that has the same or as similar as possible effect, of the offending provision, or if this not possible, of the original intent of the upon entering into this Agreement, provided however that the above automatic substitution shall be the only remedy between the Parties for any provision of this Agreement is held to be illegal, invalid or unenforceable.
- 18.7. The borrower acknowledges and expressly agrees that in case changes to the macroeconomic factors or the intervention of the Bank of Albania to the exchange rate, result in the devaluation of the local currency (lek) against euro of at least 5% compared to the value of lek against euro at the moment of execution of this agreement, as evidenced by the exchange rate Lek/EUR published by the Bank of Albania, the Lender shall be entitled to recalculate and increase with the same percentage of the devaluation all obligations due from Borrower to Lender under the Loan Agreement (including but without being limited to, obligations for principal, interest and commissions). The Borrower acknowledges and agrees that further revaluations of obligations may be performed during the term of the agreement if there will be another devaluation of the local currency of at least 5% against euro, compared to the Lek/EUR exchange rate on the date of the previous revaluation. The revaluation and the new Payment Plan shall be notified in writing to the borrower and the borrower will be entitled to object to the

revaluation by terminating the loan agreement and paying all outstanding obligations to lender within a term of 15 days from the date of receipt of the revaluation notice.

Example: In the date of execution of this agreement based on the exchange rate published with the website of the Bank of Albania 1 Eur = 125 lek. At a given time following execution of the agreement the exchange rate published with the Bank of Albania changes to 1 Eur = 131 Lek, therefore an increase of 6 %. The same increase shall be applied following notification of Borrower to the remaining obligations (Principal, commissions and interest). Therefore, if the remaining principal is 20,000 leke, it shall be increased with 6%, i.e. $6\% \times 20,000 \text{ leke} = 1,200$ leke. If the remaining processing commission is 10,000 leke, the remaining interest is 5,000 leke and the administration commission is 2,000 leke therefore following to the notification the remaining processing commission shall become 10,600 leke, the remaining interest shall become 5,300 leke and the administration commission shall become 2,120 leke.

LENDER

BORROWER

[first_name] [last_name] [signature]

Pursuant to article 686 of the Albanian Civil Code, the Borrower hereby specifically declares that he/she is fully aware of and specifically approves the provisions of Articles 5.5, 6.3, 7.6, 8, 9, 13, 14, 18 of this Agreement.

BORROWER

[first_name] [last_name] [signature]

Consent on the usage of personal data for marketing purposes

Me the Borrower, I do consent for the Lender to use my personal data and to contact me during marketing purposes. I have been informed by the Lender that I am entitled to withdraw this consent at any time.

BORROWER

[first_name] [last_name] [signature]

ANNEX 1

Example of calculation of the Effective Interest Rate (NEI)

ANNEX 2

Example of calculation of the late payment penalty