

Loan agreement no. **XXX-0000XX**
Part I Basic rules

Banknote

Office
Branch address: Riga, xxxx, LV-xxxx Branch
telephone no.: 371 xxxxxxxx

Lender

JSC "DelfinGroup" Reg. no.: LV40103252854
Legal address: Riga, Skanstes street 50A, LV-1013 E-mail address:
info@banknote.lv

Borrower

Name, Surname: **xxxx xxxx**
Personal code: **xxxxxx-xxxxxx**
Declared address of residence:
Actual residence address: **xx street x - x, xxxx, xxxx, LV-xxx**
E-mail address:
Phone number: **+371 xxxxxxxx**

0x.0x.2022

Loan		Graphing method:	
Loan amount, EUR:	xx.00 Graphing	Graphing method:	-
Loan term, days:	31	Total amount to be paid by the Borrower, EUR:	xx.00
Last Payment date:	0x.0x.2022	Overdue interest per day from the Scheduled Monthly Loan	0.x000
Interest rate:	fixed	Late payment of principal *,%:	
Interest per day,%:	0.x	Penalty per day from the Scheduled Interest Payment and / or	x.00
Loan processing fee, EUR:	0.xx	Amounts of late payment of commissions, %:	
		Minimum Remuneration for the use of the Loan, EUR:	x.00

Schedule

Date of payment	Outstanding part of the Loan, EUR	Principal amounts of the Loan Payment, EUR	Interest payment, EUR	Commission for execution of the Loan, EUR	Total payment, EUR
0x.0x.2022	x.00	x.00	x.x0	0.x0	xx.00

Loan Extension Term and Extension Fee (EUR)

7 Days	4.00 EUR	14 Days	4.00 EUR	21 Days	4.00 EUR	30 Days	4.00 EUR
Pledge		Collateral Description		Loan Amount, EUR	Collateral Value, EUR		
1.				x.00	x.00		
Kļīas kopējā vērtība, EUR				x.00	x.00		

Special Terms:

- The term of the Loan, which does not exceed 31 days, may be extended for a maximum of 30 days by paying the Extension Fee at any Branch (Banknote) or by bank transfer, the payment being made no later than on the last repayment date of the Loan.
- The last payment of the Agreement may be made only at the Branch where the Agreement has been concluded or where the Lender has transferred the Pledge for sale by making the payment in cash. Other payments of the Agreement (including Renewal Fees) may be made to the Branch in cash or by non-cash transfer to the Lender's account.
- Requisites for payment of the Loan Extension Fee and payment of the Agreement (except for the last payment of the Agreement):

AS "Swedbank"	LV98HABA0551038381347	AS "Citadele banka"	LV62PARX0012856400023
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Important! If the Loan repayment term is extended, indicate in the payment details: Extension, Agreement number, date of conclusion and name and surname of the Borrower! If the Loan is being repaid, indicate in the payment details: The agreement number and the date of conclusion.
- The Borrower shall pay a Fee for the Deposit of 1.00% of the value of the Collateral for each day of custody after the expiry of the Loan until (i) the return of the Collateral to the Borrower, (ii) its realization and / or (iii) the Extension Fee, if paid after the Loan, and the Lender has agreed to the extension.
- The Borrower certifies that the Pledge corresponds to the information provided by the Borrower in the Description of the Pledge. Valuation of the Pledge is performed by performing its visual inspection without the use of technical means, following the Borrower's statement on the Pledge in the Description of the Pledge.
- In case the Pledge is realized, the Lender calculates a brokerage commission in the amount of 10 (ten) percent of the sale price of the Pledge.

I certify that I am a Pledge beneficiary, I am not a politically exposed person, a relative or a closely related person, the purpose of the transaction is: For household purposes

Lender

Name: xxxx xxxx

Signature

Lender's representative

I issued the pledge, the Lender's representative

Name, Surname: Date:

Signature:

Borrower

With Part I I have read and agree to the General Terms and Conditions. I am fully aware of my responsibilities.

Name, Surname: **xxxx xxxx**

Signature

I received the pledge, no claim

Name, Surname: Date:

Signature:

Extended to:				
Date:				
Signature:				

Part II GENERAL TERMS AND CONDITIONS OF THE LOAN AGREEMENT FOR A CASH LOAN

Lender Account:	any of the Lender's current account numbers specified in the "Basic Terms".	Total amount to be paid by the Borrower:	The amount specified in Part I "Basic Terms" of the Agreement, which consists of the Loan and its total costs to the Borrower, calculated in accordance with the Regulations of the Cabinet of Ministers with the assumption that payments under the Agreement are made in accordance with the Schedule
Loan amount	The part of the Loan indicated in the schedule, which must be repaid by the Payment Date.	Agreement:	This Loan Agreement between the Lender and the Borrower, consisting of Part I "Basic Terms" and Part II "General Terms and Conditions of the Loan Agreement" and any amendments and / or annexes thereto. If Part I of the Agreement conflicts with Part II of the Agreement, the provisions of Part I of the Agreement shall prevail.
Loan Term:	The Loan repayment term specified in Part I "Basic Terms" of the Agreement, which occurs on the last Payment Date.	Penalty:	The penalty specified in Part I of the Agreement "Basic Terms" on the day of improper or non-performance of interest and / or commission payment
Loan:	The amount issued by the Lender and outstanding by the Borrower under the Agreement.	Payment Date:	the monthly Agreement payment (including the principal payment and the Interest payment) date indicated in the schedule.
Borrowers e-mail:	the Borrower's e-mail address specified in Part I "Basic Terms" of the Agreement, the sole user of which is the Borrower	Minimum Remuneration for Use of the Loan:	The minimum amount of remuneration specified in Part I of the Agreement for use of Loan if Interest is less than this amount.
Borrower's account:	Specified in Part I "Basic Terms" of the Agreement	Cabinet of Ministers Regulations:	25.10.2016 Regulations of the Cabinet of Ministers No. 691 "Regulations on Consumer Lending" or another regulatory enactment that replaces the above-mentioned regulations of the Cabinet of Ministers.
Annuity Method:	scheduling method in which the total amount of the Loan principal and the Interest payment is the same each month.	Interest on late payments:	the daily indemnity specified in Part I of the Agreement, "Basic Terms", for late payment of the Loan principal sum.
Branch:	Lender's unit where the credit services are provided	Extension Commission:	The fee specified in Part I "Basic Terms" of the Agreement for the extension of the Loan term not exceeding 31 days.
Schedule:	Amounts and terms of payments specified in Part I "Basic Terms" of the Agreement	Privacy Policy:	Information prepared by the Lender on the processing of the Borrower's personal data available at the branch
Pledge:	movable property, the description and value of which is specified in Part I "Basic Terms" of the Agreement and which the Borrower has deposited with the Lender without the right of use as a pledge enforcement.	Interest:	Remuneration for the use of the Loan, determined in accordance with the interest rate specified in Part I "Basic Terms" of the Agreement.
Commission:	Fees for the services of the Lender specified in Part I "Basic Terms" of the Agreement	Party / s:	Borrower and / or Lender.
		Phone number:	The Phone number specified in Part I "Basic Terms" of the Agreement, the sole user of which is the Borrower.

1. Subject of the Agreement

1.1. The Lender undertakes to grant, but the Borrower undertakes to accept from the Lender and to repay the Loan to the Lender within the terms and in accordance with the procedure specified in the Agreement and to pay other payments specified in the Agreement in accordance with the Schedule.

2. Issuance of the Loan

2.1. The Lender shall issue the Loan to the Borrower in accordance with the procedure specified in Part I "Basic Terms" of the Loan Agreement in cash at the Branch by issuing a check or by non-cash transfer to the Borrower's account.

3. Interest, Renewal Fee and Other Agreement Payments

3.1. The Borrower shall pay to the Lender Interest for the entire term of the Loan.

3.2. The Lender calculates the Interest on the basis of the interest rate specified in Part I "Basic Terms" of the Agreement on a fixed day.

4. Repayment of the Loan and Payment of Interest

4.1. The Borrower shall repay to the Lender the Loan, Interest and Commissions (if any) in accordance with the provisions of the Agreement, subject to the Schedule, or in the event of an extension of the Loan until the last day of the extended term. . If any payment under the Agreement is not made euro currency, the Lender shall be entitled to convert these funds on behalf of the Borrower without the prior approval of the Borrower at the rate set by the credit institution where the payment of the Agreement has been received on the date of receipt of such Agreement payments.

4.2. Payments for the Agreement shall be made by transfer to the Lender's account or in cash at any Branch, except for the last payment of the Agreement specified in the Schedule, which shall be made exclusively in cash at the Branch where the Agreement has been concluded or the Lender has transferred the Pledge.

4.3. If the payment date of the Agreement specified in the Schedule falls on the day when the Branches are closed, the Borrower shall make the payment of the Agreement by transfer to the Lender's account or on the last business day of any Branch before the Payment Date.

4.4. If the term of the Loan (the date of the last Payment) falls on the day when the Branch is closed, the Borrower shall make the last payment of the Agreement on the next business day of the Branch.

4.5. The Borrower is entitled to fully or partially fulfill the obligations specified in the Agreement before the Payment Date by submitting a written application to the Lender 3 (three) business days in advance and making the Loan, Interest, Commission and other Agreement payments calculated by the Payment Date, payment.

4.6. In case of full or partial early repayment of the Loan, the Borrower shall be returned to the Borrower, if such, in proportion to the unused term of the Loan, by submitting a written application to the Lender 3 (three) business days in advance.

4.7. The Borrower is obliged to pay the Overdue Interest, the Penalty and the Commission (if any) at the same time as making the Agreement Payments to the Branch specified in the Schedule.

5. Extension of the duration of the loan

5.1. If the term of the Loan is no longer than 31 days, the Borrower may extend the Loan until one of the Extension Terms specified in Part I "Basic Terms" of the Agreement, subject to the following conditions

5.1.1. The Borrower has paid the Extension Fee in accordance with Section 4.1 of Part II of the Agreement. and 4.2. and the Lender has received it in full by the end of the Loan term;

5.1.2. The Borrower has paid Default Interest, Penalty and Commissions (if any).

5.2. If the Borrower pays the Extension Commission in a manner inconsistent with Section 4.1 of Part II of the Agreement. and 4.2. paragraph 1, such payment shall not be deemed to have been received until it has been identified. In the case specified in this Clause, the term of the Loan shall not be extended and the Lender shall have the right to apply Overdue Interest for late repayment of the Loan, Penalty for late payment of other Agreement payments and the Commission for Custody.

5.3. The Lender has the right not to extend the term of the Loan if the Borrower has not complied with any of the provisions of Clause 5.1. obligations set out in paragraph

6. Value and disposal of the Pledge

6.1. The Lender's right of claim arising from the Agreement, including all ancillary claims arising from the Agreement, against the Borrower is secured by the Pledge, unless the Pledge does not comply with the Borrower's statements referred to in the Agreement. The parties have agreed on the value of the Collateral at the time of concluding the Agreement, which is specified in Part I of the Agreement "Basic Terms".

6.2. The Lender is responsible for the custody of the Pledge until the return of the Pledge to the Borrower or realization of the Pledge up to the value of the Pledge specified in Part I "Basic Terms" of the Agreement, provided that the Pledge complies with the Borrower's statements. The Borrower shall pay the Lender the Custody Commission for the custody of the Pledge after the term of the Loan.

6.3. If the Borrower delays the Payment Date or Section 8.4 of Part II of the Agreement. for more than 7 (seven) days, the Lender may immediately sell (realize) the Collateral at a free price in any Branch at the Lender's unilateral discretion. The Lender is not obliged to notify the Borrower of the intention to realize the Pledge and the Realization Branch.

6.4. Proceeds from the sale of the Pledge are used to fulfill the Borrower's obligations under the Agreement, after which the Agreement is terminated. The funds, if any, shall be repaid to the Borrower within 10 (ten) days after receipt of the Borrower's written application.

6.5. Until the realization of the Pledge, upon presentation of the Agreement to the Lender, repayment of the Loan and payment of Interest and other payments of the Agreement, the Borrower may receive the Pledge

6.5.1. immediately at the Branch where the Lender has transferred it for realization or storage;

6.5.2. Within 30 (thirty) days in the Branch in which the Agreement has been concluded, if the Pledge has been transferred for sale in another Branch.

7. Rights and obligations of the parties

7.1. The Borrower must notify the Lender of any changes in his / her name, surname, identity document, place of residence, e-mail address or Phone number within 5 (five) days at the latest.

7.2. The Borrower acknowledges that it is aware of the liability arising from the provision of incomplete or false information or forged documents.

7.3. If the Borrower delays any of the payments under the Agreement specified in the Schedule for more than 10 days, the Lender may send a reminder, withholding the debt recovery costs

7.4. The Borrower has the right to receive a calculation of the amount of the unfulfilled obligations under the Agreement on the day of the request free of charge upon arrival at the Branch or by telephone from the Phone Number.

8. Liability

8.1. The Borrower is responsible to the Lender for the truthfulness, accuracy and completeness of the information and documents provided.

8.2. If the Borrower delays the payments specified in the Agreement, then the Lender has the right to calculate:

8.2.1. for the delay in payment of the Loan principal amount Interest on arrears for each day of delay;

8.2.2. for late payment of the Interest Payment Penalty from the overdue amount for each overdue day;

8.2.3. for late payment of the Commission Penalty from the overdue amount for each day of delay.

8.3. The Lender has the right to demand early performance of the Borrower's obligations under the Agreement and to realize the Pledge if:

8.3.1. the Borrower has provided the Lender with false information, falsification of the Pledge or documents or has violated Clause 10.5 of Part II of the Agreement, the provisions of paragraph 8.3.2. The Borrower has breached Section

4.1 of Part II of the Agreement, the obligations specified in paragraph and the violation lasts more than 7 (seven) days.

8.3.3. the material circumstances that served as a basis for granting the Loan have changed. In the case specified in this clause, the Lender shall notify the Borrower in writing 5 (five) days in advance.

8.4. On the day following Part II of the Agreement 8.3. The Borrower shall be obliged to pay all payments of the Agreement before the last Payment Date, including the Loan, Interest, Default Interest, Commissions and Penalties.

8.5. If the Pledge does not comply with the Borrower's statements referred to in the Agreement and in this connection the value of the Pledge does not correspond to the value specified in the Basic Terms or the Lender is unable to realize the Pledge for reasons beyond its control, the Lender has the right to claim damages.

8.6. Payment of the penalty does not release the Borrower from the obligation to perform the obligations specified in the Agreement.

8.7. The identification of the Borrower and communication with the Borrower by telephone shall be binding on the Parties if the telephone call has taken place using the Phone Number and the Lender has been provided with the requested information on the Agreement.

9. Borrower Data Processing

9.1. By signing the Agreement, the Borrower

acknowledges that it has read and understands the Privacy Policy and the processing of the Borrower's personal data described therein.

9.2. The Lender is entitled to process the Borrower's personal data, which is necessary for concluding or performing the Agreement.

9.3. If the Borrower does not provide the Lender with its personal data in cases when the processing of the Borrower's personal data is necessary for the conclusion or performance of the Agreement, the Parties will not be able to conclude and perform the Agreement.

10. Other provisions

10.1. The Agreement is valid from the moment of its signing until the full fulfillment of the obligations of the Parties specified in the Agreement or until the realization of the Pledge. in accordance with the procedure laid down in Section 6.3 of Part II of the Agreement.

10.2. Any notice, warning or other information under the Agreement may be sent electronically to the Borrower's e-mail or by registered mail to the Borrower's declared place of residence specified in Part I "Basic Terms" of the Agreement. The correspondence specified in this paragraph shall be deemed to have been received on the next working day after the dispatch by electronic means or on the third day after the date indicated in the stamp of the postal operator regarding the acceptance of the registered letter for dispatch. Electronic correspondence between the Parties in accordance with this paragraph shall be binding on the Parties and shall be equivalent to written documentation. The Lender also has the right to send information notices to the Phone Number.

10.3. The Borrower certifies that it has legal capacity at the time of signing the Agreement and is not under the influence of alcohol, narcotics and / or psychotropic substances.

10.4. By signing the Agreement, the Parties confirm that it has been signed, taking into account the will expressed by the Parties, the content, meaning and consequences of the provisions of the Agreement, including the procedure for resolving disputes between the Parties, are understandable. The Parties recognize the Agreement as fair, mutually beneficial, enter into it voluntarily and undertake to perform it.

10.5. By signing the Agreement, the Borrower certifies that

(a) the Collateral is free from defects that reduce its value to such an extent that the value does not reach the total amount of the Loan and Interest;

(b) The Borrower is the sole owner of the Pledge and has acquired it lawfully;

(c) the Pledge is fully paid, free of disputes or claims, is not and will not be subject to third party claims, is not subject to seizure or is not and will not be denied access to mobile networks;

(d) The consent of third parties is not required for the alienation of the pledge;

(e) The pledge has not been alienated, given, pledged, encumbered in any way by any right in rem or obligation;

(f) The collateral has not been stolen or lost or registered in third party databases as stolen or lost;

(G) The Collateral complies with the Borrower's statements set forth in Part I of the Agreement "Basic Terms".

10.6. The Lender may transfer (assign) the

claims arising from the Agreement or a part thereof to third parties, if at the same time it is ensured that the Borrower's liability for the payment of claims is limited only to the Pledge.

10.7. The Lender may continue to service the payments of the Agreement arising from the Agreement in favor of third parties (creditors), acting as their agent (trustee) without informing the Borrower thereof.

10.8. The Latvian branch of ADB "Gjensidige", registration number 40103595216, is insured against the Liability of the Lender for damage caused by its actions or omissions

10.9. If the Parties do not resolve the dispute through negotiations, the dispute may be settled in the court of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia. Lender's supervisory authority: Consumer Rights Protection Center (Brīvības Street 55, Riga, LV-1010)..

10.10. The Agreement is drawn up in 2 (two) copies in the Latvian language. 1 (one) copy is issued to each Party.

10.11. The Borrower acknowledges that it is aware that the Lender is obliged to make a copy of the Borrower's identity document.