

**APPROVED**  
**BY THE MINUTES OF THE GENERAL MEETING**  
**OF LLC "ALEXCREDIT"**  
**No. 11/06-19 dated June 11, 2019**  
**Head of the Meeting Yehorov V.P.**

Official seal

**STANDARD CREDIT AGREEMENT**  
**OF LLC "ALEXCREDIT"**

**Dnipro city**

**2019**

Dnipro city

dated \_\_\_\_\_, 2019

Limited Liability Company “Alexcredit”, EDRPOU code 41346335, location: 49041, Dnipropetrovsk region, Dnipro city, Startova Str., build. 9-A, 2nd floor (hereinafter referred to as the “Lender”) represented by Director Yehorov Vadym Petrovych, acting on the basis of the Articles of Association, on the one hand, and a citizen of Ukraine (full name) passport series\_\_\_\_ No.\_\_\_\_ issued by\_\_\_\_ (whom, when), RNOKPP \_\_\_\_\_, registered at the address: \_\_\_\_\_ (hereafter referred to as the “Borrower”), on the other hand, collectively referred to as the Parties, concluded this Credit Agreement No.\_\_\_\_ (hereinafter referred to as the “Agreement”) as follows:

## 1. SUBJECT OF THE AGREEMENT

1.1. An integral part of this Agreement is the “Rules for granting credit of LLC “Alexcredit”, which are placed on the Lender’s Website <https://alexcredit.ua/umovi>. (hereinafter referred to as the “Rules”).

1.2. Determination of definitions and terms contained in this Agreement shall be construed in accordance with section 2 of the Rules.

1.3. Under the Agreement, the Lender shall grant a Credit to the Borrower for other consumer purposes (solving its own financial issues) without additional collateral in the amount and under the terms and conditions specified in this Agreement for temporary, term, paid use (hereinafter referred to as the “Credit”), and the Borrower shall undertake to repay the Credit and pay Interests on Credit and other payments in accordance with the terms of the Agreement in the national currency of Ukraine – UAH.

1.4. The Credit amount (the Principal amount of the Credit at the beginning of the Agreement execution) is \_\_\_\_\_ UAH (hereinafter referred to as “Credit amount”).

1.5. The accrual of Interests on Credit shall be made in accordance with the provisions of Article 1054 of the Civil Code of Ukraine, based on the Basic Interest Rate, the Shares, the Loyalty Program of the Lender, the Special Interest Rate on the Credit after the expiration of the Agreed term of credit repayment. The accrual of Interests on Credit at the Share rates and rates of the Loyalty Program shall be carried out only on the condition that the Credit is repaid before the Agreed term of the credit repayment provided in clause 1.9. of this Agreement. In case of Arrears, the Interests on Credit for the period of the Agreed term of the credit repayment shall be calculated based on the Basic Interest Rate and out of the period based on the Special Rate established for the period exceeding the Agreed term of the credit repayment. The penalty shall be charged at the rate established by this Agreement. For full repayment of the Credit, the Borrower has to pay in full the Principal amount of the Credit, all accrued interests, penalties and fines. Accrual of interests at the Basic Interest Rate for the period of the Agreed term of the credit repayment, accrual of interests off the Agreed term of the credit repayment, the accrual of the fine is the right of the Lender. The Lender, without the consent of the Parties, may, at its discretion, reduce the accrual of Interests on Credit and the penalty.

1.6. The rates of interest accrual and the amount of penalties under this Agreement:

Basic Interest Rate for one day of Credit is \_\_\_\_\_%;

Share Rate or Loyalty Program Rate for one day of Credit is \_\_\_\_\_%;

Special Interest Rate for one day of Credit after the Agreed term of credit repayment (in case of Arrears, credit overdue) is \_\_\_\_\_%;

Penalty for one day of Credit out of the Agreed term of credit repayment (in case of Arrears, credit overdue) is \_\_\_\_%;

1.7. In case of use of the Credit less than 5 (five) calendar days (including Early credit repayment), the Lender shall pay a fixed amount of Interest on Credit which is \_\_\_\_% of the Credit amount specified in clause 1.4. of Agreement.

1.8. Date of granting a Credit, Agreed term of credit repayment and the corresponding agreed Date of credit repayment, Credit amount (total credit amount), Interests on Credit, the Real Interest Rate on the Credit, the absolute value of the rise in price of the Credit specified in the Payment Profile, as determined in Appendix No. 1 to this Agreement and is an integral part thereof. The Payment Profile is made separately according to the terms of the Shares and/or the Loyalty Program in case of repayment of Obligations before the expiration of the Agreed term of credit repayment and subject to the Basic and Special Interest Rate in case of repayment of Arrears out of the Agreed term of credit repayment.

1.9. The Parties shall establish the Agreed term of credit repayment: \_\_\_\_ calendar days to \_\_\_\_20\_ (inclusive).

1.10. The Credit is provided to the Borrower in the amount specified in clause 1.4. of the Agreement in a non-cash form by transferring to the Borrower's Card Account.

1.11. In accordance with clauses 2, 3 of Article 1 of the Law of Ukraine "On Consumer Crediting" the total amount of the Credit is the Credit amount and the Borrower's expenses on the Credit, including Interests on Credit, fees and other mandatory payments for additional and related services of the Lender and credit intermediary, for obtaining, servicing and repayment of the Credit.

1.12 In accordance with clause 5 of Part 3 of Article 18 of the Law of Ukraine "On Protection of Consumer Rights" the maximum amount of a forfeit (penalty, fine) that can be credited by the Lender cannot exceed 50% of the total Credit amount, which is under this Agreement amounts to \_\_\_\_ UAH. If the Credit amount exceeds one minimum salary established on the day of the conclusion of this Agreement, then the maximum amount of the forfeit (fine, fine) in accordance with Part 2 of Article 21 of the Law of Ukraine "On Consumer Crediting" cannot exceed half of the Credit amount, which is \_\_\_\_ UAH. The maximum amount of the forfeit (fine, fine), which may be accrued under this Agreement is \_\_\_\_ UAH.

1.13. Under this Agreement, the Borrower shall pay the Credit amount, Interests on Credit, forfeits (penalties, fines), which may be charged in case of breach by the Borrower of the terms of this Agreement, as well as fees of the issuing banks of payment cards used by the Borrower.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Lender has the right in accordance with this Agreement and the Rules:

2.1.1. To require the Borrower to repay the Credit amount, Interests on Credit, Overdue interests and fulfill all other obligations provided for in this Agreement.

2.1.2. To charge the Borrower a penalty in the form of a fine for each day of delay of Obligation in accordance with clause 5.3. of this Agreement, to charge the Interests on Credit at the Basic and Special Interest Rates in case of violation of the Agreed term of credit repayment in accordance with clauses 1.5 and 7.7. of this Agreement.

2.1.3. To charge the Borrower a penalty for each case in accordance with clause 5.4. of this Agreement in case of non-fulfillment by the Borrower of the conditions of clause 2.4.3. of this Agreement.

2.1.4. To agree to extend the Agreed term of credit repayment on the application of the Borrower by concluding the Supplementary Agreement between the Parties in accordance with the conditions specified in section 12 of the Rules.

2.1.5. To appeal to the court for the protection of its legal rights in the manner prescribed by this Agreement, the Rules and/or current legislation of Ukraine, in case of non-fulfillment or improper fulfillment by the Borrower of the obligations provided for in this Agreement and the Rules.

2.1.6. To photograph the Borrower, to store and distribute photographs of the Borrower, and in case of violation and/or improper fulfillment of Obligations by the Borrower, to transfer its photographs to law enforcement authorities and/or third parties in order to ensure proper fulfillment of Obligations to the Lender.

2.1.7. To conclude a Contract of Assignment/Sale-Purchase of the claim right with a third party without the consent of the Borrower in accordance with the provisions of Article 512 of the Civil Code of Ukraine.

2.1.8. To transfer information and personal data of the Borrower to the Ukrainian Bureau of Credit Histories (address 1-d Hrushevskoho Str., Kyiv city, Ukraine, 01001), the International Bureau of Credit Histories (address 65 Peremohy Ave., office 306, Kyiv city, Ukraine, 03062), the First All-Ukrainian Bureau of Credit Histories (address 11 Evhenii Sverstiuk Str., 3rd floor, left wing, Kyiv city, Ukraine, 02002), as information on the Borrower's negative credit history in case of failure or improper performance by the Borrower of his obligations to the Lender without the consent of the Borrower.

2.1.9. To carry out an indisputable debiting of funds from the Borrower's Card Account in case of Arrears to the Lender before the full repayment of the Arrears.

2.2. The Borrower has the right in accordance with this Agreement and the Rules

2.2.1. To reimburse the Credit under this Agreement ahead of schedule.

2.2.2. To contact the Lender for an extension of the Agreed term of credit repayment on terms and conditions specified in section 12 of the Rules.

2.2.3. Within 14 calendar days from the date of conclusion of the Agreement, to cancel the Agreement on the terms specified in section 10 of the Rules.

2.3. Obligations of the Lender:

2.3.1. Properly perform its duties in accordance with the Agreement and the Rules.

2.3.2. To provide a Credit on the terms and conditions specified in this Agreement and the Rules.

2.3.3. To accept from the Borrower the Credit amount, the amount of Interests on Credit, as well as the possible forfeit (penalty, fine) as collateral for the fulfillment of Obligations under this Agreement.

2.3.4. To provide the Borrower consulting services free of charge with regard to the fulfillment of the terms of this Agreement.

2.3.5. To accrue the Interests on Credit and, in the event of a violation of the Agreed term of credit repayment, transfer them according to clause 1.5., clause 7.7. of this Agreement.

2.4. Obligations of the Borrower:

2.4.1. Properly perform its obligations under this Agreement and the Rules.

2.4.2. To repay the Credit in full, to pay the Interests on Credit in the order specified by this Agreement and the Appendices hereto, not later than the date specified in paragraph 1.9. of this Agreement.

2.4.3. To inform the Lender in writing in accordance with clause 14.2. of the Rules about changes: place of his registration and/or actual place of residence; contact phone number; any other information about himself communicated by the Borrower to the Lender upon conclusion of this Agreement.

2.4.4. To pay a forfeit (penalty, fine) provided for in section 5 of this Agreement in case of non-fulfillment or improper performance by the Borrower of the terms of this Agreement.

2.4.5. To provide credible data, including personal data, to the Lender.

2.4.6. To recognize the electronic documents drawn up between the Lender and the Borrower (Contracts, Appendices thereto, Applications, etc.) as documents drawn up in writing and signed by the person in accordance with the legislation of Ukraine.

2.4.7. To pay the costs associated with crediting funds to the Borrower's Card Account and expenses related to the payment of the Obligation/Arrears separately at its own expense.

2.4.. To provide the Lender with the documents necessary for carrying out the Borrower identification and financial monitoring measures envisaged by the current legislation of Ukraine and the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of the Proceeds from Crime, Terrorist Financing and Financing the Proliferation of Weapons of Mass Destruction".

### 3. AGREEMENT DURATION

3.1. The duration of the Agreement is determined from the moment of its conclusion between the Parties and operates until the full performance by the Parties of its responsibilities.

3.2. The date of conclusion of the Agreement is the date of acceptance of the Proposal by the Applicant and signing of the Agreement by the Parties.

### 4. REIMBURSEMENT OF THE CREDIT, INTERESTS PAYMENT PROCEDURE, TERMS OF REFUSAL FROM THE PROVISION AND RECEIPT OF THE CREDIT

4.1. For full repayment/reimbursement of the Arrears/Obligations under the Credit in accordance with this Agreement, the Borrower shall pay the Principal amount of the Credit, Interest on Credit, Overdue interests, forfeits (penalty, fine) by transferring funds to the current account of the Lender, or by any other means provided for in this Agreement indicated on the website of the Lender.

4.2. Payment of the Arrears/Obligations under the Agreement is carried out in the following order in accordance with the Credit amount: If the Credit amount does not exceed the minimum salary in Ukraine at the time of conclusion of the Agreement:

- In the first turn - the amount of the accrued forfeit (penalty, fine);
- In the second turn - the amount of Overdue interests on Credit;
- In the third turn - the amount of accrued Interests on Credit;
- In the fourth turn - overdue Principal amount of the Credit;
- In the fifth turn – the Principal amount of the Credit.

If the Credit amount exceeds the minimum salary in Ukraine at the time of conclusion of the Agreement:

- In the first turn - the amount of Overdue interests;
- In the second turn - overdue Principal amount of the Credit;
- In the third turn - the amount of accrued Interests on Credit;

- In the fourth turn – the Principal amount of the Credit.

- In the fifth turn – the amount of the accrued forfeit (penalty, fine) in case of violation of the terms of the Agreement.

4.3. All payments under this Agreement are made exclusively in the national currency of Ukraine - UAH.

4.4. The Borrower's date of fulfillment of its Obligations under this Agreement is the date of debiting funds to the current account of the Lender, specified in the details of this Agreement, within the term and in the amount determined by the terms of this Agreement and the Appendices thereto.

4.5. When repaying a Credit through Banking institutions, self-service terminals and other payment services, the Borrower is obliged to indicate in the column "Purpose of payment" the number and date of signing the Agreement, surname, name, patronymic, RNOKPP.

4.6. Interests on Credit in case of Early credit repayment, the Borrower shall pay in accordance with the procedure specified in clauses 1.5.-1.7. of this Agreement.

4.7. The Credit is considered to be overdue in case of late payment of the Principal amount of the Credit and the Interests on Credit, starting from the next day the Agreed term of credit repayment specified in clause 1.9. of this Agreement, provided that the Agreed term of credit repayment has not been prolonged by concluding between the Parties to the Supplementary Agreement.

4.8. The Borrower has the right within 14 calendar days from the date of conclusion of the Agreement to cancel the Agreement without explaining the reasons, including in case of receipt of funds. The Borrower shall notify the Lender of its intention to cancel the Agreement in writing in paper form at the Lender's location before the expiration of 14 (fourteen) calendar days from the date of conclusion of the Agreement. Within 7 (seven) calendar days from the date of submission of written notice in paper form about the cancellation of the Agreement, the Borrower shall return to the Lender the funds received in accordance with this Agreement and pay calculated Interests on Credit at the Basic Interest Rate for the period from the date of receipt funds until the day they are returned.

4.9. The Restructuring of Arrears on the Credit may be carried out with the consent of the Parties, by means of signing the relevant amendments to this Agreement. In this case, the Parties shall agree on a new Payment Profile (new amount and procedure for payment of the Arrears), according to which the Borrower shall make payments and conditions of the Agreed Restructuring of Arrears on the Credit.

## 5. RESPONSIBILITY OF THE PARTIES

5.1. The Parties are responsible for violating the terms of this Agreement in accordance with the current legislation of Ukraine, this Agreement and the Rules.

5.2. Violation of the terms of this Agreement is its non-fulfillment or improper performance, that is, execution in violation of the conditions specified in this Agreement.

5.3. In case of violation of the Agreed term of credit repayment, the Borrower is obliged to pay to the Lender a penalty, which is determined as a percentage of the Principal amount of the Credit for each day of delay and specified in clause 1.6. of this Agreement.

5.4. In case of failure by the Borrower to comply with conditions of clause 2.4.3. of this Agreement, the Borrower is obliged to pay to the Lender a fine of 200 UAH for each case provided for in clause 2.4.3. of this Agreement.

## 6. DISPUTES SETTLEMENT PROCEDURE

6.1. All disputes and misunderstandings regarding the conclusion, execution, termination, amendment, invalidation, in whole or in part of the Agreement, as well as on any other matters relating to this Agreement, shall be settled through negotiations between the Parties.

6.2. If the Parties cannot reach an agreement on disputed issues through negotiation, such dispute shall be resolved by a court in accordance with the current legislation of Ukraine.

## 7. OTHER TERMS OF THE AGREEMENT

7.1. Amendments and additions to this Agreement shall be made by concluding the Supplementary Agreements between the Parties to this Agreement. All amendments, additions, Supplementary Agreements and Appendices to this Agreement are an integral part thereof.

7.2. Upon entering into this Agreement, the Borrower confirms that he is familiar with this Agreement and the Rules, fully understands, agrees and undertakes to strictly observe and fulfill his obligations.

7.3. The Parties confirm that this Electronic Agreement, all Appendices thereto, Supplementary Agreements, Rules have the same legal validity for the Parties as documents drawn up on paper and sealed by the Parties' own signatures, that is, they are done in writing.

7.4. All non-regulated by this Agreement and the Rules of legal relations of the Parties are regulated by the current legislation of Ukraine.

7.5. By concluding this Agreement, the Borrower declares and guarantees to the Lender that

7.5.1. He realizes and confirms that the conditions of the Agreement and the Rules are clear to him, are in accordance with his interests, are reasonable and fair.

7.5.2. When concluding this Agreement, he is not under the influence of deceit, violence, threats, malicious agreement or coincidence of grave circumstances.

7.5.3. He provided information, details and documents for the conclusion of this Agreement that are reliable and in line with reality.

7.5.4. At the moment of conclusion of the Agreement, he is limited in no way by the law, other normative act, judicial decisions or other way of concluding transactions and fulfills all conditions that arise therewith that is stipulated by effective legislation of Ukraine.

7.5.5. He grants the Creditor's consent for the collection, storage, use and processing of personal data received for the purpose of granting a Credit within the limits specified by the legislation. He was informed about the purpose of processing of personal data of the Borrower by the Lender (any information about the individual, including, but not limited to, information on the surname, name, patronymic, information indicated on the passport (or other identity document), registration number of taxpayer's registration card, citizenship, place of residence or residence, place of work, position, contact phone/fax number, e-mail address, etc.), namely: assessment of the Borrower's financial status and its ability to perform obligations under the Agreement, as well as the protection of your rights and interests.

7.5.6. He received from the Lender before the conclusion of this Agreement the information specified in part two of Article 12 of the Law of Ukraine "On Financial Services and State Regulation of Financial Services Markets".

7.5.7. He is informed in writing that the cost of third party services is established solely by such persons, accordingly, the Lender does not inform about the amount of the relevant costs and/or their change during the term of this Agreement and does not include them in calculating the real annual Interest rate and the total cost of the Credit for Borrower.

7.5.8. He is informed about their rights under the Law of Ukraine "On Consumer Rights Protection".

7.5.9. He received information from the Lender in accordance with the requirements of the current legislation, which ensures the correct understanding of the Borrower's essence of the financial service without imposing its acquisition.

7.5.10. Has agreed that the Lender has the right to request information about the financial condition of the Borrower to third parties.

7.5.11. Has agreed to transfer information and personal data of the Borrower to the Ukrainian Bureau of Credit Histories (address 1-d Hrushevskoho Str., Kyiv city, Ukraine, 01001), the International Bureau of Credit Histories (address 65 Peremohy Ave., office 306, Kyiv city, Ukraine, 03062), the First All-Ukrainian Bureau of Credit Histories (address 11 Evhenii Sverstiuk Str., 3rd floor, left wing, Kyiv city, Ukraine, 02002), as information on the Borrower's negative credit history.

7.5.12. Has agreed that if the Lender is unable to contact the Borrower by means of communication specified in the Agreement, has the right to transfer information on the status of the Arrears and the consequences of non-fulfillment of the Obligations under the Agreement through third parties related to the Borrower's business, professional, family and other relationships.

7.5.13. He acts with the consent of the second spouse.

7.5.14. Before concluding this Agreement, he agreed, knowing its legal consequences, to use the Login and Personal Account Password and the one-time identifier as an analogue of his own signature.

7.6. The Parties have agreed that the place of the conclusion and execution of this Agreement shall be the place of the Lender, namely: 49041, Dnipropetrovsk region, Dnipro city, Startova Str, build. 9A, 2d floor.

7.7. The Parties agree that in case of violation by the Borrower of the Agreed term of credit repayment, its Obligations under this Agreement shall be extended for the entire period of actual use of credit funds, while the Lender has the right to charge, and the Borrower shall pay Principal amount of Credit, Interests on Credit, a forfeit (penalties, fines) that are calculated (determined) in accordance with Section 1 of this Agreement until the full repayment of the Arrears.

7.8. The Parties agreed that with the conclusion of this Agreement, the Parties have reached agreement on all its essential conditions.

7.9. The Parties shall be fully responsible for the correctness of the details specified in this Agreement and shall undertake promptly and notify instantly the other Party in writing of their change, and in case of non-notification, there is a risk of offensive adverse consequences.

7.10 The Parties agreed that the Agreement shall be concluded electronically on the Website of the Lender [www.alexcredit.ua](http://www.alexcredit.ua) according to Article 207, 639 of the Civil Code of Ukraine and application of the norms of the Law of Ukraine "On e-commerce", the Law of Ukraine "On electronic digital signature", the Law of Ukraine "On electronic documents and electronic document circulation". Signing by the Borrower of this Agreement shall be by acceptance of the Proposal (proposal to conclude the Electronic Contract), which according to clause 2.25. of the Rules contain all essential terms of the Agreement, a copy of the facsimile reproduction of the signature of the authorized representative and the seal of the Lender, as well as the approval (application, consent) of the Borrower for the inclusion in this Agreement of information about the presence of a credit intermediary, Borrower's surname, name, patronymic, type Credit, the purpose of obtaining a Credit, the procedure and conditions for the provision of the Credit, the total amount of the Credit, the Agreed term of credit repayment. The acceptance of the Proposal is made by using the Electronic Signature with a one-time ID and a combination of the Login and the Personal Account of the Borrower.



7.11. The signing by the Lender of the Agreement takes place by using a facsimile reproduction of the signature of the authorized representative and the imprint of the Lender's seal stamped by means of mechanical or other copying.

7.12. Samples of analogues of personal signature of the Lender represented by Director Yehorov Vadym Petrovych, acting on the basis of the Articles of Association:

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7.13. As confirmation of the signing of the Agreement (the implementation of the electronic transaction, the provision of the Credit), the Borrower shall receive funds and an e-mail, which shall contain the information on the Lender, the Principal amount of the Credit, the Agreed term of credit repayment, Interest rates and an active reference to the Rules governing the procedure for the provision of paper copies of electronic documents (if necessary) and other aspects of meeting the requirements of Part 11 of the Article 11 of the Law of Ukraine "On e-commerce". A copy of the Agreement is provided by the Lender to the Borrower in paper form in the manner prescribed by Section 13 of the Rules.

7.14. Information about the Lender: Full name: Limited Liability Company "Alexcredit". Location: 49041, Dnipropetrovsk region, Dnipro city, Startova Str, build. 9A, 2d floor.

Phone: +380957458195 Website address: <https://alexcredit.ua/>.

The license to provide funds on a Credit, including on the terms of a financial Credit of 17.08.2017. The Rules for granting a Credit of LLC "Alexcredit" are posted on the Lenders' Site <https://alexcredit.ua> via the link <https://alexcredit.ua/umovi>

Trade mark "Alexcredit" was registered on 12.02.2018, Certificate of mark for goods and services No. 237964.

7.15. There is no credit intermediary under this Agreement. In order to receive this Credit, the Borrower does not need to enter into additional contracts with a third party to obtain additional or support services related to the receipt, servicing and repayment of the Credit.

## 8. DETAILS AND SIGNATURES OF THE PARTIES

Lender: LLC "Alexcredit" 49041, Dnipropetrovsk region, Dnipro city, Startova Str, build. 9A, 2d floor EDRPOU 41346335 c/a 26508642264880 in PJSC "Ukrsibbank", MFO 351005 Signature	Borrower: Full name address of registration and actual residence tel. RNOKPP E-mail Signature using a one-time identifier
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This Payment Profile is drawn up in two copies of equal legal effect, one copy for each of the Parties. The copy of the Payment Profile is provided by the Lender to the Borrower.

<p>Lender: LLC "Alexcredit" 49041, Dnipropetrovsk region, Dnipro city, Startova Str, build. 9A, 2d floor EDRPOU 41346335 c/a 26508642264880 in PJSC "Ukrsibbank", MFO 351005 Signature</p>	<p>Borrower: Full name address of registration and actual residence tel. RNOKPP E-mail Signature using a one-time identifier</p>
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