

Date:

## Part I. Information on Parties and the Loan

## Lender

Company name:

Registration Number:

Legal address:

Actual place of providing service/branch:

E-mail address:

Phone:

## Borrower

Name, surname:

Personal identification number:

Declared address:

Actual address:

E-mail address:

Phone:

## Part II. Amount and terms of the loan

## Payday loan

 7 days     14 days     30 days

## Installment loan

 3 months     6 months     12 months

## Credit limit and loan amount MKD

Daily interest rate, %:

Monthly interest rate, %:

Yearly interest rate, %:

APR, %:

Total amount to be repaid by the Borrower, MKD:

## Payment Schedule

Payment date	Principal payment, MKD	Interest payment, MKD:	Commissions, MKD:	Total monthly payment, MKD:
24.05.2018	5000.00	0.00	0.00	5000.00



You don't have possibility to paid up to the due date? Extend your due date! If you don't have money for repayment of your loan, you are able to make extension of the payment date, at any time, without additional approval from our side, for the period that you will chose. Contact us on 13 700 or you can approach your profile on our web site to find the information for the amount that you need to pay in order to extend the loan.

**IMPORTANT: You can extend your loan consecutive times.**

By signing of this Agreement, the Borrower certifies that, he/she has become acquainted with and agrees to the Credit line limit amount, the provisions of Part II of the Agreement – Loan amount terms and Part III – General rules, furthermore the Borrower fully acknowledges all liabilities resultant from the Agreement, particularly one's responsibility to pay up outstanding Loan amount, the amount of the late payment penalty interest, penalties and other Agreement payments as provided herein. Borrower is a natural person with a full legal and business capacity to act, and to sign this Agreement upon Borrower's sole free will.

On behalf of the Lender: **TIGO FINANCE**

Responsible employee:

Signature: \_\_\_\_\_

Borrower of the loan:

Signature: \_\_\_\_\_

### Part III. General terms

#### Definitions

1. Lender's account: any bank account of the Lender as stated on Lender's Website and/or in Lender's Branch.
2. Credit line limit is the maximum Loan amount that the Lender can make available to the Borrower, which credit line limit may be subject to change during the Term of this Agreement. The Borrower may use the Lender's granted Loan amount within the Credit line limit stated in Loan Agreement. The Loan amount within the Credit line limit that is repaid in full may be re-borrowed unlimited number of times during the Term of the Agreement. The Credit line limit does not include any Commissions, stipulated in the Loan Agreement and the commissions stated in the Tariffs available on Website and/or in Lender's Branch.
3. Repayment term is the period for repayment of the loan stated in the Loan Agreement.
4. Loan amount is disbursed credit amount, as stated in the Loan Agreement, and within the Credit line limit. Borrower may apply for a Loan amount within the Credit line limit, online via Profile on the Website, at Lender's Branch or through Lender's credit intermediaries by submitting a Loan request.
5. Loan request is a request made by the Borrower online via Profile on Website, at Lender's Branch or through Lender's credit intermediaries, whereby Borrower requests for Credit line limit and/or Loan amount within the approved Credit line limit. Parties agree that a duly made Loan request for additional Loan amount within the approved Credit line limit shall serve as evidence that the Borrower has agreed to amendments of the Loan Agreement of the Agreement, which shall be generated automatically upon the submission and approval of the Loan request and the amended Loan Agreement shall be made available to the Borrower online via Profile or in Lenders Branch. In case of any errors in the provided information by fault of the Borrower, the Financing company shall not be held liable and all consequences arising of such errors shall be borne by the Borrower.
6. Day of repayment of the Loan is the last day of the Repayment term stated in the Loan Agreement, upon which Borrower must complete total repayment of the Loan amount with interest and all applicable Commissions.
7. Borrower's e-mail: the Borrower's electronic mail address stated in the Loan Agreement, that is solely being used by the Borrower. Borrower is fully and solely liable for all consequences arising out of any misuse or abuse of Borrower's e-mail by any third party.
8. Borrower's account: any Borrower's bank account: (i) as stated in the Loan Agreement; (ii) stated to the Lender orally or in written at a Branch, via phone conversation, Profile or (iii) any bank account from which the Borrower has ever made a transfer to the Lender.
9. Branch is any Lender's branch office, with registered seat different from the main office of the Lender in which the Lender performs the activity of issuing loans (current list is available on the Website of the Lender).
10. Term for the Credit Limit Agreement is an indefinite period of time during which the Credit Limit Agreement is concluded.
11. APR: total costs rate as stated in the Loan Agreement.
12. Payment Schedule is a plan that covers the payment of the loan amount and maturity, for each payment under the Credit Limit Agreement and it is an integral part of the Credit Limit Agreement.
13. Cash flow represents a cash flow schedule as provided in Appendix No. 1 of the Loan Agreement.
14. Commissions: fees, costs and other payments for the services provided by Lender to Borrower, as stated in the Loan Agreement and in the actual Tariffs of the Lender available for the Borrower at any Lender's Branch and/or Website.
15. Loan issuing fee: one-time fee for processing and approving the Loan request, which is fully due on the day of approval of the loan and is payable at the time of payment of the Loan amount in accordance to the Payment schedule or with the payment of the total Loan amount, including in case of early repayment or in case of termination of the Agreement.
16. Total amount to be repaid by the Borrower (loan) represents sum of the Loan amount increased for the interest and commissions, stated in the Loan Agreement which the Borrower is obliged to pay on the Day of repayment of the loan.
17. Agreement is this Credit line limit agreement, consisting of Part I, Part II, Part III, Appendix 1, Payment Schedule and the Tariffs, with all future relevant amendments and/or annexes agreed upon the parties in written, via phone, e-mail or Profile. Penalty: contractual penalty for late fulfilment of non-monetary obligations of the Borrower as agreed in the Loan Agreement and calculated upon rate stated in the Loan Agreement.
18. Payment date: payment date, as stated in the Loan Agreement and/or in the Payment schedule.
19. Applicable law: Laws of Republic of Macedonia.
20. Late payment interest: penalty interest for late payment, as stated in the Loan Agreement.
21. Fee for extension of the Repayment term of the loan refers to fee for extending the term of the Loan Repayment Date, as foreseen in Tariffs provided on Lender's Website and/or in Lender's Branch.
22. Extension of the Repayment term of the loan: period for which the Repayment term of the loan or any instalment is extended.
23. Website: the Lender's internet website: [www.tigo.mk](http://www.tigo.mk), where the Borrower is identified through his/her Profile and the parties can mutually communicate and exchange info. The information exchanged by the parties via Website and Profile is binding for the parties and constitutes integral part of the Loan Agreement if it is not stipulated otherwise in the exchanged information or in the Loan Agreement. Whenever the Borrower clicks the button "Agree" on the Website or the Profile it is deemed that the Borrower has given his consent to the content to which the button "Agree" is offered.
24. Loan administration fee: fee for administrating of instalment loan, for the whole duration of the Loan Agreement, payable at the moment of payment of each instalment.
25. Tariffs: all Commissions, interests, fees, rates and payment conditions of the same, as well as fees for the services provided by the Lender to the Borrower, which are available on the Website (<https://www.tigo.mk/info/tarifi>) and are an integral part of the Loan Agreement. The Tariff of the Lender may be subject to change from time to time. The Borrower is deemed duly informed by the Lender with any changes in the Tariffs at the date they are made public on the Website.
26. Partial repayment: one-time payment higher than 20% of the undue Loan amount of the Instalment loan, for which the Borrower has notified the Lender that he performs a partial or full early repayment and explicitly requested the Lender to create a new Payment schedule, taking into account the one-time payment mentioned herein. Parties hereby agree that the Borrower must timely inform the Lender on the intention for Partial repayment exceeding 20% of the undue Loan amount and must request a creation of a new Payment schedule, in contrary the payment is considered as a regular Loan repayment as per the Payment schedule.
27. Any paid amount above the total amount that the Borrower is obliged to pay (overpayment) shall present an advance payment for closing future debts within the credit limit that will occur within 45 days from the date of the overpayment unless the Borrower explicitly demanded the return of the more paid amount overpayment. Amounts for which a bank fee for transferring funds to the Borrower Transfer account is higher than the amount that is refunded will not be refunded.
28. Interest rate: amount of the interest rate charged on the Loan amount, as stated in the Loan Agreement.

29. Profile: Borrower's personal profile created on the Website, accessible upon the Borrower entering his/her username and password (logging). Upon logging on the Profile, the first time the Borrower enters the automatically generated password which Borrower must immediately change to a new and unique password known to Borrower only. The access to the Profile is allowed only by inserting Borrowers username and password, which are identifying the Borrower. Borrower is fully and solely liable for all consequences arising out of any misuse or abuse of the Profile by any third party.
30. Party (-ies): Borrower and/or Lender.
31. Phone number: any phone number that is being used by Borrower or notified by the Borrower to the Lender, as stated in the Agreement, Profile, in Branch and/or Lender's credit intermediaries.

#### **Subject of the Agreement and issuing of the loan**

32. The Lender assigns a Credit line limit to the Borrower, permitting the Borrower to repeatedly claim via Loan request, receive and use the Loan amounts within the Credit line limit during the Term of the Agreement.
33. The Borrower makes Loan requests for every Loan amount to be issued within the Credit line limit for the desired repayment term in Branch, through his/her Profile in the Website and/or through Lender's credit intermediaries.
34. Upon receiving every additional Loan request of the Borrower within the approved Credit Line Limit and after the Borrower agrees with the amended loan details of the Loan Agreement, which are available on the Profile, it is deemed that the Loan Agreement is amended by the Parties. The Lender provides to the Borrower the text of the amended Loan Agreement on the Borrower's Profile. The amended Loan Agreement shall be valid and binding immediately, except if it is not agreed otherwise in the Agreement
35. The Lender may unilaterally terminate the Loan Agreement without prior notice to the Borrower in the following cases:
  - 1) If the Borrower is late with the payment for more than 5 days as of the due date;
  - 2) If the Borrower has submitted wrongful information when applying for the loan;
  - 3) If the Borrower has unpaid obligations towards third parties (deteriorated creditworthiness);
  - 4) If the Borrower is under insolvency proceedings;
  - 5) If the Lender has found out that the Borrower's employment relation has been terminated, or no regular income can be proven by the Borrower;
  - 6) If Lender cannot provide the Loan to the Borrower anymore, due to Borrower's fault, including but not limited to the case when the Borrower's bank account has been blocked or closed, and transfer of funds cannot be executed;
  - 7) If Lender has determined that the Borrower has become a holder of public function.
  - 8) If Lender has been announced as incapable to act with full legal and business capacity.
36. In accordance with the requests of Borrower, the Lender issues every Loan amount either in cash via Branch or by bank transfer to the Borrower's bank account.  
The Borrower agrees that the loan will be issued by the Lender upon the approval of the Loan Application, and within the working hours of the Lender and the participants in the payment operations (banks).  
If the payment of the loan is made through a bank transfer to the transaction account of the User, in certain cases, such as non-working days, holidays, etc., the issuance of the Loan amount will be made the first following business day.
37. Loan amount is not issued to the Borrower if Borrower incorrectly indicates the Borrower's bank account, or other data in the Loan Application Form is untrue and ineligible for review, and the Credit Limit Agreement, that is, the amendments to the Loan Agreement become invalid and the Lender informs the Borrower accordingly. In case the Loan amount is not issued to the Borrower due to the Borrower's insufficient creditworthiness, the Credit Limit Agreement and the amendments to the Loan Agreement become invalid and the Lender informs the Borrower accordingly. In any case the Lender may refuse to execute the Loan request at any time, in accordance to the internal business policy of the Lender, by informing the Borrower accordingly.
38. The Borrower pays Interest to the Lender for the actual usage period of entire Loan amount. Interest is calculated pursuant to the Interest rate stated in the Loan Agreement, assuming that there are 360 days in a year. Lender can solely reduce the Interest rate at any time.
39. The Borrower pays a commission for violation of the contractual obligations for payment of the loan, which represents a compensation for the costs of the Lender if the Borrower does not make the agreed repayments within the deadlines set in the Credit Limit Agreement. The commission for violation of the contractual obligations for payment of the loan shall be determined by the applicable Tariffs which are available on the Website and in the Branches of the Lender.
40. The Borrower pays the Commissions (including, but not limited to, Loan issuance commission, Loan administering commission, the Extension commission, violation administration fee etc.), Late payment Interest and Penalties in cases stated in the Loan Agreement and in accordance to the applicable Tariffs.
41. Borrower repays to Lender the Loan amount, Interest and other Agreement payments, and Commissions in accordance with the terms set in the Loan Agreement.
42. If Borrower's Loan amount repayment is late, late payment interest for delaying the repayment is calculated on the unpaid part of the Loan for every day overdue.
43. If the Borrower is late with payment of interest calculated on the basis of the Interest Rates from the Credit Limit Agreement, a penalty interest on the unpaid amount of the interest shall be calculated for each day of delay.
44. The Borrower may extend the Loan repayment term until the Extension term, or to amend the Payment schedule by one month further, by paying the Extension commission, in accordance to the internal procedures of the Lender.
45. The Extension terms, and the consequently amended Loan Agreement is effective when the Extension commission payment is duly received by the Lender, on bank account or Branch, in contrary it shall be deemed that the Extension terms and the amendments of the Loan Agreement shall not be valid.
46. If the Loan repayment term is extended, during the Extension term Borrower pays to Lender interest in accordance to the Loan Agreement, as well as the Extension commission, but the payment of other Agreement payments is postponed.
47. If the Borrower is late in repayment of the loan, the Lender shall be entitled to charge a commission for violation to fulfil the contractual obligations for payment of the loan in accordance with the applicable Tariffs published on the Website and in the Branches of the Lender.
48. Lender has right to claim the costs incurred as result of early repayment in accordance to the applicable law, as well as in accordance to the Tariffs of the Lender.
49. In case Lender has unilaterally terminated the Loan Agreement, the Borrower pays to the Lender the Agreement payments for the period until the Agreement termination and the penalty interest until the date of payment of all agreed payments.

The Lender has the right to a statutory penalty interest for late payment in any case, regardless of the one stated in paragraph 1 of this article, from the moment when the User falls in delay with any repayment in accordance with the Loan Agreement.

#### **Rights and obligations of Parties. Other rules**

50. Borrower informs Lender about any changes on information stated in the Loan Agreement (including the Borrower's e-mail, Phone number, bank account), personal identification or place of employment within 5 working days, by calling from his/her Phone number, via his/her Profile in the Website or in Branch.
51. The Lender may request approval of the Borrower's information change through the Borrower's Phone number, via Profile in the Website, in Branch and/or in other ways in accordance with the rules of Lender.
52. Identification of the Borrower through the Phone number and telephonic communication with the Borrower is binding to both Parties, if the Borrower has used the stated Phone number for the telephone call and during the call the requested information on the Loan Agreement has been provided to Lender. The Lender records such telephone conversations.
53. A Profile on the Website has been created for the Borrower and the initial password has been sent to the Borrower's e-mail or Phone number. Upon Borrower's request, the Lender shall create Profile on behalf of the Borrower and will immediately inform the Borrower and will provide the user name and password.
54. The Lender may, upon its own discretion, discontinue the telephonic communication with Borrower by using the stated Phone number or via the Profile in the Website, and to conduct identification of the Borrower and to request to carry out the specific operation in Branch, and the Borrower hereby confirm that accepts such decision.
55. 14 days after signing the Loan Agreement, Borrower may use the rights of withdrawal and withdraw from the Agreement, only if the Loan amount used exceeds 12 000 MKD, by notifying the Lender in a written form, except in the case of a dedicated loan.
56. The borrower has the right to terminate the Agreement without a period of termination, with a registered letter sent at the address of the Loan holder does not fulfil its obligations under the Agreement and in cases according to the national legislation of the Republic of Macedonia. Macedonia.
57. Identification of Borrower and communication with Borrower via Borrower's Profile and Website is binding to both Parties. The Borrower hereby confirms that is consent and aware of the Rules of Website Usage and the Profile stated in the Loan Agreement and on the Website.
58. The Borrower can receive free information about his / her contractual obligations by calling from his phone number or through his Website Profile, in the form of a payment schedule, and for the issuance of any other form and type of certificate and information, the Lender shall have the right to charge an appropriate expense in accordance with the applicable Tariff now of issuing the certificate or information. If the Borrower has delayed any payment determined by the Credit Limit Agreement, the Lender may send a warning to him, charging the repayment costs by adding their amount to the subsequent payment instalments or to the Total amount of the loan that the Borrower should repay.
59. A Borrower's payment that is not made in accordance with the Loan Agreement rules is not considered as received until it's identification. Lender defines the sequence in which the Borrower's Agreement liabilities are covered. The Borrower declares that accepts any payment made by a third party on his/her behalf, and that with such payments, the Lender may close the obligations of the Borrower arising out of this Agreement.
60. As per Borrower's request, the Credit line limit may be increased by Lender evaluating the Borrower's creditworthiness.
61. Lender may decide to increase the Credit line limit if the intern criteria are met by the Borrower or to reduce it at any time, if in Lender's opinion the Borrower's creditworthiness has changed and notify the Borrower about it.
62. The Borrower agrees that Lender uses Borrower's personal data, especially the e-mail and Phone number for sending commercial offers to the Borrower (marketing activities).
63. If a dispute between the Parties cannot be solved via negotiations, it is settled in court as stipulated by applicable laws.
64. Lender may assign (cede) claims or their parts consequential from the Loan Agreement to an unlimited number of third persons (creditors), fully or partially, with the possibility the Lender to continue to administer the Loan Agreement at its sole discretion.
65. Borrower is informed that in case of cession of claims or their parts consequential from the Loan Agreement, the Loan Agreement remains invariable and in case of cession third persons (creditors) become Lender's creditors that may assign (cede) claims or their parts consequential from the Agreement to an unlimited number of other third persons.
66. Upon Lender and third persons (creditors) offering acquisition and ceding of claims or their parts consequential from the Agreement to other third persons, they may disclose Borrower's income, expenditure, credit history, gender, age, address and other Loan Agreement information, but may not disclose the name, surname, ID code, or contact information.
67. Borrower continues to pay to the Lender the Agreement payments, or to third persons (creditors) in case of cession of claims, without holding of the right of administering the Loan Agreement, except if the Lender does not inform Borrower of the contrary.
68. Borrower agrees that his/her personal data is processed by the Lender (including the period after the Loan request submission), and permits the Lender to send and pass on the Borrower's data to any third persons (processors and users) in the country and abroad, including to agency for debt collection on behalf of the Lender and data regarding the Borrower and Agreement, to obtain the Borrower's creditworthiness at the Macedonian Credit Bureau and all other available public registers in Republic of Macedonia.
69. Lender may develop Borrower's credit history about Borrower's liabilities and may pass on to other Lender's creditors (including future one's) Borrower's data.
70. Borrower's data processing aimed at client aggregation, rendering, offering and maintenance of services, subject of the Loan Agreement, is registered in the Personal Data Protection Directorate of Macedonia, in which Lender's personal data officer is registered.
71. The authority that will control the compliance with the Law on consumer protection in consumer loan agreements is the Ministry of Finance and the National Bank of the Republic of Macedonia.

Ministry of Finance  
Str. Mito Hadzivasilev Jasmin bb, 1000 Skopje  
Republic of Macedonia  
Phone number: +389 2 3106-159  
Fax: + 389 2 3117-280  
National Bank of the Republic of Macedonia  
Bul. Kuzman Josifovski Pitu 1, 1000 Skopje,

Tel .: + 389 2 3108 108;  
Fax: + 389 2 3108 357  
E-mail: [info@nbrm.mk](mailto:info@nbrm.mk)

72. The User declares that he is aware and agrees that the General Terms and Conditions may be amended at any time by the Lender and that the changes to these will be published on the Lender's Website (<http://www.tigo.mk>), as and that the Lender is not obliged to personally notify the Borrower of the changes made. It is deemed that the Borrower is duly informed by the Lender on any amendments made to the General Terms and Conditions as of the day when the same have been published on the Website.

# Payment Schedule for the needs of APR

Lender: **ТИГО ФАЈНАНС ДООЕЛ Скопје**  
 Lender Address: **ул. Антон Попов бр.1/4 лок.17,**  
**1000 Скопје**  
 Currency: **MKD**  
**Total Loan Amount: 5000.00**

Registration number:  
**7229712**  
 Currency rate: **0.01882941**  
 Agreed interest rate  
 (%): **0**

Fixed: from **24.04.2018** to **24.05.2018**  
 Variable: from **24.04.2018** to  
**24.05.2018**  
 APR (%): **0**  
 APR Customized (%): **0**

Number	Payment Schedule Date	Loan Disbursement	Additional/other Disbursements	Instalment	Repayment (principal )	Interest	Additional Costs	Loan Status	Payment Schedule based on Collateral	Description	Payment Schedule After-tax	Discounted After-tax Payment Schedule	Discounted Loan Disbursement	Discounted Payment Schedule
1	2	3	4	5	6	7	8	9	10	11	12	14	15	16
0	24.04.2018	5000.00						0		Disbursement				
1	24.05.2018			5000.00	5000.00	0.00	0.00	0		Instalment				
<b>Total:</b>				5000.00	5000.00	0.00	0.00							

**Note:** The annual percentage rate (APR) is valid on the date when this payment schedule was created.

The instalment amount is consisted of the principal amount, interest and additional costs.

The additional costs that may occur as a result when the client is being late with not fulfilling, partially fulfilling or violation of his/her obligations according to the credit limit agreement are not included in the APR presented above.

On behalf of the Lender: **ТИГО ФИНАНС**  
 Responsible employee:

Borrower of the loan:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_