

# CASH LOAN AGREEMENT

by and between:	<input style="width: 100%;" type="text"/>	ID No.	<input style="width: 100%;" type="text"/>
	first name		
Mr/Ms:	<input style="width: 100%;" type="text"/>	PESEL	<input style="width: 100%;" type="text"/>
	last name		
Place of residence	<input style="width: 100%;" type="text"/>	<input style="width: 15%;" type="text"/>	<input style="width: 15%;" type="text"/>
	street	building	unit
<input style="width: 15%;" type="text"/>	<input style="width: 15%;" type="text"/>	<input style="width: 100%;" type="text"/>	
	postal code	town	

hereinafter referred to as "Borrower"; and

Dziesiątka Finanse Sp. z o.o., registered office: ul. 27 Grudnia 3, 61-737 Poznań, entered in the company register maintained by the District Court for Poznań – Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register, registration number (KRS): 000069320, Polish tax number (NIP): 7842426890, statistical number (Regon): 300976329, share capital: PLN 5,100,000 (fully deposited); Mailing address: 61-737 Poznań, ul. 27 Grudnia 3 tel: 669 555 111;

represented by the Representative holding a power-of-attorney:

Full name of authorised person	SIGNATURE OF REPRESENTATIVE	 SIGNATURE
	hereinafter referred to as "Lender"	

**Based on this Agreement, Dziesiątka Finanse Sp.z o.o. gives a cash loan on the following terms conditions:**

<b>A. Total loan amount</b>	<input style="width: 100%;" type="text"/>	<b>F. Total loan cost Total loan-related costs</b>	<input style="width: 100%;" type="text"/>
	(B+D)		(B+D)
<b>B. Loan fee</b>	<input style="width: 100%;" type="text"/>	<b>G. Total amount to be repaid (A+F)</b>	<input style="width: 100%;" type="text"/>
	According to Consumer Credit Act		
<b>C. Loan interest rate</b>	<input style="width: 100%;" type="text"/>	<b>H. Number of weekly instalments/effective weeks of the Agreement</b>	<input style="width: 100%;" type="text"/>
<b>D. Fixed rate</b>	<input style="width: 100%;" type="text"/>	<b>I. Weekly instalment amount</b>	<input style="width: 100%;" type="text"/>
<b>E. Daily interest share</b>	<input style="width: 100%;" type="text"/>	<b>J. Effective Annual Percentage Rate (APR)</b>	<input style="width: 100%;" type="text"/>

This Agreement is made for a definite period starting at its execution and lasting for such number of weeks as there are instalments (specified in [H]). The Lender makes available the Total Loan Amount (specified in [A]) to the Borrower, at once, at the Borrower's place of residence, at the time of signing this Agreement, with the actual cash paid out by the Lender's Representative. The Borrower will pay the Loan Fee (specified in [B]) charged on the granted loan. The Loan Fee [B] is added to the Total Loan Cost (specified in [F]). The Borrower will repay the Total Amount to be Repaid (specified in [G]), in the weekly instalments specified in [H] and in the amount specified in [I]. The loan extended based on this Agreement bears interest according to the interest rate specified in [C] – the interest rate is fixed (specified in [D]) and the daily interest share is specified in [E]. Weekly instalment due dates are specified in the Repayment Schedule.

The Effective Annual Percentage Rate (specified in [J]) was calculated using the formula and assumptions specified in Appendix 4 to Consumer Credit Act of 12 May 2011. The assumptions were: This Agreement will be effective through the period it was originally made for; the Parties will fulfil their obligations under this Agreement by the due dates specified in the Agreement; the amounts paid out and repaid by the Parties will be issued by the arranged due dates; the start date will be the date of disbursing the loan funds; intervals of time between any dates used in calculations will be fractions of a year with 365 days (or 366 days for leap years), 52 weeks or 12 months; a month will be equivalent to 30.41666 days; results of calculations will be rounded to two decimal places (if a digit after the chosen decimal place is lower than 5, it will be skipped, and if it is higher or equal to 5, then the digit preceding it will be increased by one).

**Article 1. Definitions.**

1. Lender: Dziesiątka Finanse Sp. z o.o. with the registered office in Poznań, Poland;
2. Borrower: an individual with the capacity to perform legal transactions who assumes a contractual obligation: a cash loan from the Lender.
3. Cash Loan Agreement or Agreement: the agreement made by and between the Borrower and the Lender, and governing the terms and conditions of granting the cash loan.
4. Representative: a person authorised to represent the Lender;
5. Application or Questionnaire: a form necessary to apply for the cash loan and containing particulars of the Customer, the amount and the period of the loan being applied for.
6. Total Loan Amount [A]: the sum of all funds made available by the Lender to the Borrower.
7. Loan Fee [B]: an amount due to the Lender for the extended Loan.
8. Loan Interest Rate [C]: an interest rate expressed as the annual percentage of the funds extended based on the Agreement.
9. Fixed Interest Rate [D]: the sum of interest accruing at the interest rate, per each and every day of the period that the Agreement was made for, on the amount [A] outstanding at the start of every week throughout the effective term of this Agreement, subject to the total period used by the Borrower and the repayment schedule.
10. Daily Interest Amount [E]: an amount of interest accruing on the loan and payable per day.
11. Total Loan Cost [F]: all costs which the Borrower is required to bear in connection with the Agreement.
12. Total Amount to be Repaid [G]: the sum of the Total Loan Cost [F] and the Total Loan Amount [A], and as such the sum of all costs to be repaid by the Borrower in connection with the Agreement and all money made available by the Lender to the Borrower.
13. Overdue amount: a part of the loan principal which the Borrower has not repaid by its due date specified in the Agreement or which is due and payable upon termination of the Agreement. The annual percentage rate on the overdue amount is specified in Article 3.6.

**Article 2. Cash Loan Disbursement.**

1. The loan can be granted to individuals with the full capacity to perform legal transactions who meet all of the following requirements: (a) domiciled at a permanent place of residence; (b) holding the Polish citizenship; (c) filled in the Application / Questionnaire and signed the Cash Loan Agreement.
2. The Lender will review the credit risk prior to granting the loan. The loan applicant must have credit standing confirming the capacity to repay the entire debt under the loan by the arranged due date. The Lender will decide to disburse the loan in a certain amount based on the Borrower's statements, submitted documents, information contained in the Questionnaire, and other data available in databases.
3. The Lender reserves the right to verify compliance of the information and the documents demonstrated by the Borrower, both before and after Agreement signing, and to refuse extending the loan in the event of their non-compliance with facts.

**Article 3. Special Conditions.**

1. By placing the signature under this document, the Borrower undertakes to repay the Total Amount to be Repaid [G] plus default interest, if any accrued. The Total Amount to be Repaid can be paid to the Lender's authorised Representative or via bank transfer to the Lender's bank account: 79 2490 0005 0000 4520 5616 3343 (Alior Bank S.A.), in the instalments, periods and amounts indicated in the Agreement and the Repayment Schedule. For a bank transfer or other money order, the repayment will be deemed effective on the day when the funds are credited to the Lender's bank account. If the Borrower decides to make repayments directly to the authorised Representative, the repayment will be deemed effective on the day when the funds are delivered to the Representative. Repayments made by the Borrower directly to the Representative will be recorded in the Repayment Schedule.
2. The Borrower is entitled to receive the Repayment Schedule at any time throughout the effective term of this Agreement, at its request and free of charge.

Full name of Borrower	SIGNATURE of BORROWER	DD-MM-YYYY	 SIGNATURE
	Legible signature of Borrower	Date of signature / execution of	
Full name of authorised person	SIGNATURE OF REPRESENTATIVE	DD-MM-YYYY	 SIGNATURE
	On behalf of Dziesiątka Finanse Sp. z o.o.	Date of signature / execution of	

Loan Agreement No.	Register No.	Week / Year
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

3. The Borrower can withdraw from the Agreement within 14 days of its execution, without stating any reasons, by serving a notice of withdrawal in writing and personally delivering it to the Lender's registered office or branch or by sending it to the address of the registered office or a branch of Działka Finans Sp. z o.o.: 61-615 Poznań, ul. Słubicka 5a, within 14 days of the Agreement execution date. For that purpose, the Borrower can use the attached Notice of Withdrawal form enclosed in Appendix 1 to this Agreement. If the notice of withdrawal is submitted in a letter sent by post, the effective date of withdrawal will be the date of dispatching such letter by post.
4. If the Borrower exercises the right to withdraw from the Cash Loan Agreement, the Borrower will refund the Total Loan Amount (specified in [A]) to the Lender, including the interest accrued in the period from the loan disbursement date to the loan repayment date, within 30 days of submitting the notice of withdrawal, personally at the Lender's branch specified above or via a money order to that branch's particulars or a bank transfer to the Lender's bank account: 79 2490 0005 0000 4520 5616 3343 (Alior Bank S.A.). The loan repayment date will be on such day when the Lender receives the funds from the customer. In the event of the withdrawal, the Borrower will not be charged with the Loan Fee (specified in [B]) or any costs and charges, except for the interest accrued in the period from the loan disbursement date to the loan repayment date.
5. Loan instalment repayments will be used towards, first, the principal sum of the loan and in the following order thereafter: the Loan Fee [B], the Interest [D], however subject to Article 3.6 below.
6. In each and every case of the Borrower's delay in repayment of a given instalment, the Lender can charge default interest (on the overdue amount), at the maximum default interest rates specified in Article 481.2(1) of the Polish Civil Code. The above limit is calculate by doubling the National Bank of Poland reference rates (currently 1.5%) and 5.5%, and as such it is 14% per annum as at the signing of this Agreement. The interest rate cannot be increased in the course of the effective term of this Agreement, and should the NBP reference rate be lowered, then the Agreement interest rate will be automatically adjusted down to a new value. The accrued default interest will be payable by the due date applicable to the upcoming instalment. In the event of accrued default interest where the sum recovered from the Borrower is insufficient to repay the entire instalment plus all the default interest, the recovered sum will be used towards the outstanding default interest and then towards the instalments being late (in the order from the oldest payable instalment).
7. In the event of the Borrower's delay in payment of one or more instalments for more than 7 days, the Lender (represented by the authorised Representative) will be authorised to: visit the Borrower with the aim of arranging the terms of repayment of the overdue sum or taking other measures intended to explain the causes of such delay (including to call or send an e-mail, a letter or a text message).
8. Costs of such visits and requests addressed to the Borrower via the post, an e-mail system or sms messages will not be charged to the Borrower.
9. In the event of the Borrower's delay in repayment of a sum equivalent to two consecutive instalments, the Lender will be authorised to terminate the Agreement with a prior notice demanding the Borrower to repay the overdue instalments (or their parts) within 7 (or more) days of receiving such notice, or else the termination of the Agreement will be effective 30 days afterwards. From the day directly following the expired period of the termination notice, the entire financial obligation of the Borrower due the Lender will become immediately payable.
10. In the event of default (non-performance or improper performance of this Agreement), the Lender will be authorised to provide business intelligence bureaus (in specific cases permitted under the Act on Business Information Disclosure and Exchange of Economic Data) with business information concerning the obligations arising from this Agreement, provided their aggregate value exceeds PLN 200.00 and they have been remaining payable for 30 (or more) days and at least one month lapsed from sending a request notice to the Borrower (with such notice to have warned about the risk of disclosing the information to such bureau, including its name and the address of its registered office).
11. The interest rate on this loan (specified in [C]) is 10% per annum, fixed throughout the effective term of this Agreement.
12. The Loan Fee (specified in [B]) is fixed throughout the effective term of this Agreement.
13. The Borrower can repay the entire loan (or its part) at any time prior to the due date specified in this Agreement (Repayment Schedule), without the need for any earlier notification of such intent to the Lender.
- 13a. According to the Consumer Credit Act, if the loan is repaid entirely or partly prior to the due date specified in the Agreement, then the total loan cost will be reduced by costs pertaining to such period by which the effective term of the Agreement has been reduced, regardless whether the Lender has already incurred them or not. The value of instalments payable after such partial repayment will not change but the last of them will be reduced by such amount by which the Total Amount to be Repaid has been reduced, with the remaining instalments of the Loan to be repaid in line with the Schedule.
- 13b. The Lender does not require (or charge) any fee or other costs for earlier repayment of the loan.

#### Article 4. Final Provisions.

1. The Borrower represents that: (a) all data provided in connection with the process of applying for the loan is true and accurate as to all facts and as at the date of signing this Agreement; (b) before signing the Agreement the Borrower received an unsigned draft of a cash loan agreement corresponding to this Agreement; (c) at the signing of this Agreement the Borrower received a draft notice of withdrawal from this Agreement, labelled as Appendix 1 to this Agreement; (d) the Borrower received the Consumer Loan Information Form; (e) the Borrower received exhaustive explanation of the contents of documents provided to it in anticipation of the execution of this Agreement and its clauses – in a manner enabling the Borrower to make his/her decision concerning the cash loan agreement.
2. The Borrower consents to processing of his/her personal data and the information contained in the Application / Questionnaire, by Działka Finans Sp. z o.o., for the purpose of executing this Cash Loan Agreement.
3. The Borrower will immediately notify the Lender about any changes to his/her personal data, including changed first or last name or changed address that was stated in the Agreement or the Application / Questionnaire.
4. The Borrower consents to visits of the Representative or other persons authorised by the Lender, at any place where the Borrower permanently or temporarily resides at any time when any amounts are due to the Lender under the loan.
5. The supervisory authority competent for consumer protection issues is the Polish Office of Competition and Consumer Protection (UOKiK) and the Financial Ombudsman.
- 5a. If the Borrower has any objections against the services rendered by the Lender or its authorised Representatives, the Borrower can at any time file a complaint with the Lender, in writing to the Lender's registered office or via post (as referred to in Article 3.21 of the 23 November 2012 Postal Law, Polish Official Journal: Dz.U.2017. 1471, as amended), or verbally, by telephone or personally (in such case the Borrower's statement will be recorded during the Borrower's visit at the Lender's office), or using means of electronic communication. The complaint must contain a detailed description of the Borrower's objections and the recommended method of resolving claims.
- 5b. The Lender will respond to the Borrower's complaint without unreasonable delay (but not later than within 30 days of receiving the complaint), and its decision along with an exhaustive explanation of the Lender's standpoint on the notified objections will be dispatched by a registered letter or (at such request from the Borrower) via e-mail. In cases of higher complexity that hinders processing of such complaint, within 30 days the Lender will explain the cause of the delayed processing and estimate a time limit to conclude it (but not later than within 60 days of receiving the complaint). If the complaint processing time limit is crossed, the complaint will be deemed admitted as requested by the Customer.
- 5c. In the event of a dispute, the Borrower is entitled to seek a mediation procedure through the consumer ombudsman or consumer associations, or seek other out-of-court dispute resolution (according to Article 36 or 37 of the 15 December 2000 Act on Trading Inspection Authority, Polish Official Journal: Dz.U. 2017. 1063, as amended), through the Regional Inspectorate of the Trading Inspection Authority (Wojewódzki Inspektorat Inspekcji Handlowej).
- 5d. The Borrower can also apply to the Financial Ombudsman, based on the procedure and the conditions specified in the 5 August 2015 Act on Complaint Processing by Financial Market Entities and the Financial Ombudsman (Polish Official Journal: Dz. U. 2017. 2270 as amended), to open an out-of-court dispute resolution proceeding between the Lender and the Borrower. The entity authorised and competent for the issues of the Borrower (as referred to in the 23 September 2016 Act on Amicable Resolution of Consumer Disputes) is the Financial Ombudsman available at: Rzecznik Finansowy, Al. Jerolimskie 87, 02-001 Warszawa (full contact data available at [www.rf.gov.pl](http://www.rf.gov.pl))
- 5e. The Borrower or the Lender is authorised to attempt a dispute resolution procedure through a mediator appointed as specified in Article 183(1) – 183(15) of the Civil Procedure Code.
6. The data controller of the personal data provided for the purpose of executing this Agreement is: Działka Finans Sp. z o.o. which processes the personal data for the purposes of verifying trustworthiness, credit rating, collecting debts, statistics and archiving.
7. The Borrower is authorised to view the contents of the provided data, correct it and withdraw its data processing consent according to Article 32.1.8 of the 29 August 1997 Act on Personal Data Protection (Polish Official Journal: Dz.U. 2016. 922, as amended).
8. A statement that can be cancelled and a notice of objection against personal data processing for marketing purposes can be submitted, in writing, to the registered office or a branch of Działka Finans Sp. z o.o or via e-mail to: [biuro@10finans.pl](mailto:biuro@10finans.pl)
9. Any matters not provided for herein will be subject to the Consumer Credit Act, the Polish Civil Code and other applicable laws.
10. Disputes related to performance of the Agreement will be resolved by common courts competent for the Lender's registered office. This Agreement is subject to the laws of Poland.
11. The Parties will communicate in Polish throughout the effective term of this Agreement.
12. This Agreement has been made in two identical counterparts, one for each Party.

#### Filled in by Borrower:

<b>I certify that I have received the Total Loan Amount in cash as specified in [A], namely (say in</b>					
<table border="1" style="width: 100%; height: 40px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<b>PLN</b> <span style="font-size: 2em; vertical-align: middle;">}</span> <b>ITEM [ A ] in AGREEMENT</b>
<b>and I counted it myself. I warrant that I will repay the Total Amount to be Repaid specified in [G] using my own resources and in line with this Agreement.</b>					

Full name of Borrower	<div style="border: 1px solid black; padding: 5px; font-size: 1.2em; color: lightgray;">SIGNATURE of BORROWER</div> <small>Legible signature of Borrower</small>	<div style="border: 1px solid black; padding: 5px; font-size: 1.2em; color: lightgray;">DD-MM-YYYY</div> <small>Date of signature / execution of</small>	 <small>SIGNATURE</small>
Full name of authorised person	<div style="border: 1px solid black; padding: 5px; font-size: 1.2em; color: lightgray;">SIGNATURE OF REPRESENTATIVE</div>	<div style="border: 1px solid black; padding: 5px; font-size: 1.2em; color: lightgray;">DD-MM-YYYY</div>	 <small>SIGNATURE</small>