

## FRAMEWORK LOAN AGREEMENT

concluded on \_\_\_\_\_ in Warsaw between:

1. **GETBUCKS POLAND Sp. z o.o.**, seated in Warsaw, address: al. Jerozolimskie 96, 00-807 Warsaw, registered in the Registry Court for the city of Warsaw under number KRS 0000481703, having NIP number 7010400360, REGON number 146939557, share capital of 200.000 zł; hereinafter called as **Lender**,  
and
2. **(name and surname)**, having the following ID number ....., PESEL numer ....., having the following contact details: telephone number....., email....., address ....., hereinafter called as **Borrower**,

of the following content:

### § 1. FRAMEWORK PROVISIONS

1. Terms used in hereby Framework Loan Agreement mean:

- 1.1. **Due Date** – loan deadline resulting from the Loan Agreement, on which Borrower is obliged to pay Due Amount into Lender's Bank Account;
- 1.2. **Electronic Communication Channels** – transmission of information and taking other actions using telephones and Internet;
- 1.3. **Information Form** – means a form consisting of information covering loan chosen by the Borrower, which is sent to Borrower after filling by him Loan Application as well as after concluding Loan Agreement;
- 1.4. **Internet Form** – electronic form embeded on Lender's Website, shared with Borrowers in order to allow them to fill Loan Application;
- 1.5. **Registration Form** – electronic form embeded on Lender's Website, shared with Borrowers in order to allow them to register and fill Loan Application;
- 1.6. **Borrower's Individual Bank Account** – individual Borrower's bank account held in Polish currency, which is a subject to verification described in hereby Agreement and into which Lender transfers amount resulting from concluded Loan Agreement;
- 1.7. **Individual Terms and Conditions** – means conditions set individually between Lender and Borrower, where Individual Terms and Conditions relate to: Loan Amount, Loan Period, number of installments and Loan Due Date;
- 1.8. **Client** – means consumer interested in obtaining a loan from the Lender;
- 1.9. **Civil Code** – means Act dated April 23, 1964 (Dz.U. nr 16 poz 93, z późn.zm.);
- 1.10. **Lender's Bank Account** – individual Lender's bank account, being listed on Lender's Website;
- 1.11. **User's Profile** – Borrower's profile created by Lender using Website in the proces of filling loan application by Borrower, which allows Borrower to fill loan application as well as to monitor current status of loan granted to him;
- 1.12. **Loan Amount** – amount to be disbursed to client;
- 1.13. **Due Amount** – loan amount increased by commission and interests described in the Framework Loan Agreement and in case of late payment also increased by penalty interests;
- 1.14. **Transfer amount** – amount disbursed to Borrower's Individual Bank Account in relations to Loan Agreement;
- 1.15. **Liability** – means Borrower's liability towards Lender to return the loan increased by commission and interests;
- 1.16. **Interests** – mean interests accounted in accordance with annual percentage rate from the Loan Amount as stated in Table of charges being an integral part of this Loan Agreement;
- 1.17. **Confirmation of Conclusion of Loan Agreement** – document sent by Lender to Borrower stating concluding each Loan Agreement and containing information described in art. 30 of the Consumer Credit Act;
- 1.18. **Loan** – stand for financial means transferred by Lender to Borrower in a form of short-term loan in the amount and on the conditions described in the Loan Agreement;
- 1.19. **Borrower** – means physical person having full ability to perform civil activities, meeting criterias of § 4.1. of the Framework Loan Agreement, who got status of the Borrower due to performed registration and verification, who intends to use it's right to obtain a Loan and other rights described in the Loan Agreement;
- 1.20. **Lender** – GETBUCKS POLAND Sp. z o.o., seated in Warsaw, address: al. Jerozolimskie 96, 00-807 Warsaw, registered in the Registry Court for the city of Warsaw under number KRS 0000481703, having NIP number 7010400360, REGON number 146939557, share capital of 200.000 zł;
- 1.21. **Commission** – means fee attributable to Lender in the amount stated in the Loan Agreement concerning preparation, granting and activation of the Loan;
- 1.22. **Transfer Authorizing Registration** – one time transfer of 0,01 zł done by Borrower from his Individual Bank Account, aiming to verify his identity in the eyes of Lender as well as aiming to confirm that Borrower intends to conclude Loan Agreement;
- 1.23. **Framework Loan Agreement** – means hereby Framework Loan Agreement, being an integral part of the Loan Agreement;
- 1.24. **Statute** – means Terms and Conditions of rendering services by Lender via Internet;

- 1.25. **APR** – means Annual Percentage Rate, i.e. full cost of the Loans borne by the Borrower, expressed as percentage value on an annual basis;
- 1.26. **Website** – means www.getbucks.com belonging to Lender, where Borrower makes his registration, applies for a loan and concludes Loan Agreement with Lender;
- 1.27. **Party** – means Lender and/or Borrower, separately;
- 1.28. **Parties** – means Lender and/or Borrower, jointly;
- 1.29. **Table of charges** – means defining loan amounts as well as fees, commissions and interests applied by Lender in his Loan Agreement, as well as penalty interests to be charged for late payment – all being an integral part of the Framework Loan Agreement;
- 1.30. **Durable Medium** – means material or device aiming to store and read information transferred to Borrower in connection to the Agreement;
- 1.31. **Instantor service** – IT system allowing to perform instant and free of charge verification of Borrower's Bank Account, with no need of making bank transfer confirming the registration;
- 1.32. **Loan Agreement** – means any (i.e. first and every further) loan agreement concluded between Lender and Borrower through conclusion of the Framework Loan Agreement and confirmation of Individual Loan Conditions;
- 1.33. **Consumer Credit Act** – means Consumer Credit Act dated May 12, 2011 (Dz.U. nr 126 poz. 715);
- 1.34. **Consumer Rights Act** – means Consumer Rights Act dated May 30, 2014 (Dz.U. nr 2014, poz. 827);
- 1.35. **Ustawa o udostępnianiu informacji gospodarczych i wymianie danych gospodarczych** – means Economic Information Share Act April 9, 2010 (Dz.U. nr 81 poz. 530, z późn.zm.);
- 1.36. **Verification** – monitoring activities done by authorized administrative employees of the Lender consisting of verification of information provided by Borrower in the Registration Form as well as received from the credit bureaus;
- 1.37. **SMS Messages** – short text message sent between GSM mobile users;
- 1.38. **Loan Application** – application filled by Borrower in the way described in the Framework Loan Agreement, which aims to conclude Loan Agreement.

## § 2. SUBJECT OF THE AGREEMENT

- 2.1. Subject of herewith Framework Loan Agreement is granting Loan by Lender to Borrower, which Borrower is obliged to return to Lender on conditions described in the Loan Agreement and Framework Loan Agreement.
- 2.2. Loan is considered as granted in the moment of booking the transfer on Borrower's Individual Bank Account.
- 2.3. Loan can be granted only in Polish currency.
- 2.4. Parties jointly agree that Loans granted by Lender to Borrower on behalf of this Framework Loan Agreement shall be granted on promotional conditions, consisting of partial waiving Borrower from obligation to pay back commission and interests, in extend described in Table of Charges as well as in Information Form and Confirmation of Concluding Loan Agreement, with reservation that promotional conditions are no longer valid in case of breaching necessity of making timely repayment of promotional Loan by Borrower.
- 2.5. Promotional Loan conditions, described in point 2.4. above, are no longer valid automatically (without necessity to declare it by any of the Parties of herewith Agreement), in case of any breaching necessity of making timely repayment of promotional Loan by Borrower.
- 2.6. After cancellation of promotional Loan repayment conditions, Borrower is obliged to pay back the Loan along with Commission, Interests and all other costs in the amount disclosed in the Table of Charges for loans not embraced with promotional repayment conditions.
- 2.7. Cancellation of promotional Loan conditions does not claim change of herewith Agreement.

## § 3. TERMS OF LENDING

- 3.1. On the basis of this Framework Loan Agreement, the Lender provides the Borrower Loans as a natural person having full legal capacity and meets the following conditions:
  - 3.1.1. The borrower has registered on the Website Lenders and created a User Account;
  - 3.1.2. The Borrower shall Transfer confirming registration or shall verify through the Service instantor;
  - 3.1.3. The borrower filed correctly application for a loan, which was approved by the Lender;
  - 3.1.4. The borrower has passed the verification;
  - 3.1.5. The parties concluded a Loan Agreement in the manner specified in this Framework Loan Agreement;
  - 3.1.6. At the time of applying for a loan the borrower has no arrears in relation to the Lender;
  - 3.1.7. The borrower meets the other conditions laid down in the Agreement.

## § 4. STATEMENTS OF BORROWER

- 4.1. By registering on the Website and submitting a request for a loan, the borrower declares that:
  - 4.1.1. is a consumer within the meaning of the Act on Consumer Credit and includes a Loan Agreement with the Lender to directly unrelated to economic activity;
  - 4.1.2. at the time of the application for loan is between the ages of 20 to 70 years;
  - 4.1.3. It has a place of residence on Polish territory, as well as the registration number Social Security and the Polish ID card;
  - 4.1.4. was not entered into any bed debt register;
  - 4.1.5. are not known to him any circumstances that may adversely affect its ability to repay the loan.

4.2. The borrower is liable to the lender for the veracity and accuracy of the foregoing, as well as data contained in the application for loan.

4.3. The borrower undertakes to make reasonable efforts to keep the information confidential Borrowers (including e-mail and password) were not in the possession of third parties.

#### **§ 5. STATEMENTS OF LENDER**

5.1. The lender agrees to:

5.1.1. give loans immediately after successful application, but not earlier than after the conditions of the loan referred to in § 3, Section 3.1.1. - 3.1.7. ;

5.1.2. post on the Website any changes in the rules for granting loans;

5.1.3. in a proper manner and in accordance with universally binding law passed to protect him in connection with the Loan Agreement the Borrower's personal information.

5.2. The Borrower has the right to receive upon request a free design of the Framework Loan Agreement, if in the opinion lender fulfills the conditions for granting him a loan by the Lender.

#### **§ 6. REGISTRATION OF THE BORROWER**

6.1. Subject to the submission of the application for Loans and borrowing is to make Borrower register on the Website and creating a User Account that is active at the time of the application for loan.

6.2. Completing the form online customer is obliged to provide the following information: name (with Polish characters) social security number, series and number of ID card, permanent address, mailing address, email address, current phone number, mobile number, Individual Bank Account, with which he intends to make a Transfer confirming registration and, determine the source and amount of your income, an indication of the employer information about your debt, as well as other data necessary for the Lender's assessment of the creditworthiness of the customer, and in addition the Client is obliged to confirm that he is familiar with the Framework Loan Agreement, together with the annexes and the Rules, posted on the Lender's Website.

6.3. In order to gain access to the created User Account, the Borrower shall give address e-mail and password, by which the Borrower will confirm own identity and will be able to log in to your User Account

6.4. By registering on the Website and submitting a request for a loan, the borrower declares that:

6.4.1. Knows the Framework Loan Agreement with attachments posted on the Website Lenders

6.4.2. His intention is to conclude the Loan Agreement at a distance within the meaning of the Consumer Credit Act

6.4.3. agrees to verify on the phone information on the source and amount of income received by the Borrower;

6.4.4. He expresses the voluntary consent to the processing by the Lender of your personal data for the purposes of concluding the Loan Agreement;

6.4.5. was informed of the right to access his personal data collected by the lender, as well as the right to correct his personal information collected by Lender

6.4.6. authorizes the Lender to:

- Apply to InfoMonitor Economic Information Bureau SA with its seat in Warsaw and obtain information about their economic commitments, including constituting bank secrecy, obtained from the Credit Information Bureau SA and the Polish Bank Association. At the same time authorizes the Credit Information Bureau SA based in Warsaw and the Polish Bank Association based in Warsaw to provide InfoMonitor Economic Information Bureau S.A. from the information resources of these institutions data, including constituting bank secrecy regarding his debt to banks or institutions authorized to grant loans in excess of 200 zł (two hundred ) or the lack of data on such debt, or lack of data on such debt;

- Apply to the National Debt Register Economic Information Bureau SA, based in Wrocław and obtain information from information resources of these institutions, including subject to banking secrecy concerning his debt to banks or institutions authorized to grant loans in excess of 200 zł (two hundred)

- Apply to ERIF Economic Information Bureau SA with its registered office in Warsaw and obtain information from information resources of these institutions, including constituting bank secrecy regarding his debt to banks or institutions authorized to grant loans in excess of 200 zł (two hundred) or lack of data on such debt;

Apply to the National Bureau of Economic Information SA, based in Krakow and obtain information from information resources of these institutions, including constituting bank secrecy regarding his debt to banks or institutions authorized to grant loans in excess of 200 zł (two hundred) or the lack of data of such debt.

6.4.7. in conjunction with the Borrower's application for a loan, the borrower gives lenders the power of attorney with the following content:

"I hereby grant GETBUCKS POLAND Sp. o.o., based in Warsaw, address: Al. Jerozolimskie 96, 00-807 Warsaw, KRS No. 0000481703, the power of attorney to come in my name to the Credit Information Bureau SA for information, including subject to banking secrecy and to make a statement on my behalf, on the processing of my personal data, which reads as follows:

In connection with the submission by my loan application

I agree to:

1. The delegation of the GETBUCKS POLAND Sp. o.o. the Credit Information Bureau SA with its registered office in Warsaw of my personal data (request) in order to obtain information relating to me processed in the Credit Information Bureau SA to evaluate the creditworthiness and credit risk analysis and processing for this purpose by the Credit Information Bureau SA my personal data provided by the GETBUCKS POLAND Sp. o.o. in the request, for a period not longer than two years,

including making them available to banks, institutions statutorily authorized to grant loans, credit institutions and other entities authorized under the Act of August 29, 1997. Banking.

2. Passing by GETBUCKS POLAND Sp. o.o. the Credit Information Bureau SA with its seat in Warsaw information concerning my obligation under the agreement with GETBUCKS POLAND Sp. o.o. contract, and the processing of that information by the Credit Information Bureau SA until the appeal consent, but not longer than 5 years after the expiry of the commitments in order to evaluate the creditworthiness and credit risk analysis, including making them available to banks, institutions statutorily authorized to grant loans, credit institutions and other entities authorized under the Act of August 29, 1997. Banking. This agreement includes making GETBUCKS POLAND Sp. o.o. by the Credit Information Bureau SA data relating to me processed in the Credit Information Bureau SA to evaluate the creditworthiness and credit risk analysis during the operation concluded with GETBUCKS POLAND Sp. o.o. agreement.

I confirm that I have been (I) informed (s) the right of access to their personal data, correct them and voluntary granting of these approvals as well as the possibility of appeal at any time. "

6.5. In accordance with the Act of 9 June 2010., on the provision of business information and exchange of economic data (Journal of Laws of 2010., No. 81, item. 530) The Borrower authorizes the Lender to provide information about the fulfillment by him from any obligations cash to the lender, under this Agreement to:

6.6. The borrower is required to provide in the Registration Form real data. In case of doubt about the accuracy of the lender given by the Client Registration Form Lender has the right to refuse the customer the right of registration on the Website Lender. Introducing false data Lender confusion resulting bringing unfavorable regulation of its assets, may give rise to criminal liability.

6.7. After successful completing the Registration Form to the Client shall be notified by e-mail sent to the e-mail address Borrower listed on the User Account data necessary to make the Transfer confirming registration: the recipient's details, account number and the title of the transfer, the borrower also has the possibility to use the service instantor pursuant to the § 6.9 below.

6.8. In order to confirm the data given in the Registration Form Client is obliged to do fund transfer confirming registration to Lender's Bank Accounts, typing in the transfer title the text message received via email after the correct completion of the Registration Form. If the customer has a Personal Bank Account in the bank is not listed on the Lender's Website, the Borrower is obliged to do fund transfer confirming registration in accordance with the instructions provided on the Lender's Web Site.

6.9. The Borrower also has the option to verify the Individual Banking Account through Instantor services, whose operating principles are explained on the Website, and the Borrower confirms prior consent to the verification of the bank account in above indicated way. In the case of verification of the Individual Banking Account through Instantor services, the Borrower is released from the obligation to Confirming Registration Transfer.

6.10. Upon receipt by the Lender Confirming Registration Transfer, which transfer title corresponds to the text rendered to the customer in accordance with § 6 paragraph 8 above or made by the Borrower to verify the Individual Banking Account through Instantor services, registration is considered complete.

6.11. The Borrower agrees to not share his password with any third party.

6.12. When in the course of self-registration on the Website, pursuant to the § 6 paragraph 2 above, the Borrower will give incomplete data in the Form of Registration, preventing proper completion of the registration process of the Borrower, The lender has the right to contact the Borrower telephonically in order to obtain the information necessary for the proper completion of the registration process on the Website. Any information provided by the Borrower by means of electronic communication, in particular during a telephone conversation with Lender's consultants, will be considered binding declaration of intent. The Borrower agrees to record and preserve the Lender's calls made using these medium, pursuant to the § 6 paragraph 13 below.

6.13. All interviews conducted with the Borrower on the Lender hotline are recorded, and the Borrower contacting the Lender through these communication channels, agrees to that. If the Borrower does not agree to recording / logging phone calls, he has a possibility of contact with the Lender by e-mail or regular mail. The Lender informs the Borrower about the fact of recording a conversation before the start of each call.

#### **§ 7. PROCEDURE FOR CHANGING DATA OF THE BORROWER**

7.1. If you lose your password, the borrower should follow the instructions on the Website. After completing all the instructions, the borrower will receive a temporary password to the email address specified in the Registration Form, which then Borrower shall immediately change by logging on to the Website.

7.2. If you change the mobile phone number or email address, the borrower is obliged to contact the Lender by phone and must enter a valid mobile phone number or valid e-mail address.

7.3. If you change the Individual Bank Account Borrowers or want to add a new Individual Bank Account, the borrower is obliged to re-Transfer confirming registration at the amount indicated in the Table of Fees and Commissions on the Website Lender. The title of this transfer Borrower shall enter text: "Changing the account number, Social Security .....".

7.4. W przypadku zmiany imienia lub nazwiska, Pożyczkobiorca zobowiązany jest dokonać ponownego Przelewu Potwierdzającego Rejestrację w kwocie w wskazanej w Tabeli Opłat i Prowizji na Stronie Internetowej. W tytule tego przelewu Pożyczkobiorca powinien podać swój numer PESEL oraz numer dowodu osobistego. Pożyczkobiorca zobowiązany jest ponadto wysłać do Pożyczkodawcy wiadomość e-mail zawierającą kopię (skan) dowodu osobistego zawierającego aktualne imię i nazwisko oraz kopię dokumentu poświadczającego zmianę imienia lub nazwiska.

## **§ 8. APPLICATION FOR FIRST LOAN**

8.1 After completing registration on the Website the Borrower at the same time applies for a loan marking a proposal for Individual Terms of Agreement, meaning the amount of the loan and the date of loan settlement. Application for Loan a registered Borrower can only submit via Internet form.

8.2 Immediately after submitting Loan Application, prior to entering into the Loan Agreement, Lender provides the Borrower (on a durable medium) Information Form for Loan Application covered by Borrower, where it will be available in PDF format to allow saving it on Borrower's computer, to the e-mail address of the Borrower specified in the Registration Form.

8.3 The total cost of the loan is equal to the amount indicated in the Table of Fees and Commissions

8.4 When applying for loans, the Borrower makes at the same time statements referred to in § 6, paragraphs 4 and 5, where the declaration and consent to the above matters will happen by marking the appropriate boxes on the application for loan. Failure to submit the statements referred to in § 6, paragraphs 4 and 5 of the Framework Loan Agreement will result in rejection of the Application for Loan.

8.5 The amount of the loan will be transferred to the Individual Bank Account of the Borrower immediately after sending by the Lender to the Borrower electronic notification of a loan granted (Amount to be paid) as well as Loan Repayment Date and the SMS message sent to the mobile phone number of the Borrower and / or e-mail to the email address listed on the Borrower's User Account.

8.6 After approval by the Lender the Borrower's correct application for the first Loan Lender will provide the Borrower on a durable medium Framework Loan Agreement, Information Form, Proof of the Loan Agreement and a model declaration of withdrawal from the Loan Agreement (in PDF files allowing them to be saved on Borrower 's computer), and in addition, these documents will be visible after logging in by the Borrower on the User Account on the Website (in the form of files that can be stored on Borrower 's computer). The documents referred to in the preceding sentence will be sent as PDF files allowing them to be saved on Borrower's computer, to the e-mail address of the Borrower specified in the Registration Form.

8.7 Upon receipt of the documents referred to in paragraph 8.6 the Borrower is required to print the Framework Loan Agreement and confirmation of the conclusion of the Loan Agreement, signed one copy of each of these documents and send these documents to the mailing address of the Lender. Not sending of these documents by the Borrower or sending of these documents to the Lender without a signature is not a basis for finding that the loan was not granted. After receipt of the documents signed by the Borrower, referred to above, the Lender shall promptly send the Borrower, to the address indicated in the Registration Form, one copy of each of these documents signed by the Lender.

8.8 The Borrower is liable to the Lender for the accuracy, correctness or accuracy of the information provided in the Application for Loans and information provided in accordance with the provisions of the Loan Agreement.

8.9 The Lender is not obliged to inform the Borrower of the reasons for the rejection of the Application for Loan, except if the refusal to grant loans was due to information contained in a database or data set of the Lender.

8.10 Dispatch of correct Application for Loan it is tantamount to consent by the Borrower to verify the data of the Borrower in the offices of economic information in accordance with the Act on the Provision of Business Information and Exchange of Economic Data.

8.11 The granting of the loan is the sole decision of the Lender. Fulfillment by the Borrower of conditions for granting loans under the Framework Loan Agreement does not entitle to any claim for payment of the loan and other claims related to the refusal to grant loans.

## **§ 9. VERIFICATION OF APPLICATION FOR LOAN**

9.1 When applying for Loan Borrower confirms that at the date of the Application for Loan he/she meets the conditions referred to in § 4 point 1 of the Framework Loan Agreement. In addition, the Borrower authorizes the Lender to verify the truthfulness and completeness of the data contained in the application for loans on the basis of publicly available data, lists and registers, as well as to contact the Borrower in order to remove any deficiencies in the Application for grant this loan or concerns regarding Borrower's data arising during the verification of the application for granting loan.

9.2 The Lender analyzing the application for loans, in particular, verifies the accuracy and completeness of the data contained in the Application for granting loans on the basis of publicly available data, lists and records, and examines the current state of the debt to the Lender under the Loan and to the other parties on the basis of the information contained in the databases of debtors.

9.3 The Lender has the right to call the Borrower in order to verify the veracity of the data provided in the Registration Form and verification of the creditworthiness of the Borrower. Answering the questions is voluntary, and refusal to answer any of these questions may result in denial of the loan.

9.4 The Lender has the right to refuse Borrower loan, informing the Borrower by sending e-mail alert to the e-mail address listed on the Borrower's User Account or as an SMS text message to the mobile phone number of the Borrower. The Lender is not obliged to state reasons for the refusal of loans, except where the refusal to grant loans was due to information contained in a database or data set of the Lender.

9.5 The lender does not consider the Application and does not take a decision, if the Borrower has violated any provisions of the Loan Agreement concluded earlier with the Lender.



#### **§10. PAYMENT OF LOAN**

10.1 The Loan Agreement shall enter into force at the moment in which the Lender will take a decision on granting loans and shall notify the Borrower in the manner specified in the Framework Loan Agreement.

10.2 In case when by the decision of the Lender proposed loan amount is lower than the amount of the loan specified in the Application for Loans, the Loan Agreement shall enter into force at the time when the Borrower consents to the amount proposed by the Lender. The declaration of conformity Borrower may submit via the web form, as well as sending a text message (SMS) to the phone number listed on the Lender's Website or by calling the phone number listed lender on the Website. The Borrower agrees to record the call with the Lender.

10.3 The Lender pays the loan to Borrower, transferring the loan to the Individual Bank Account of the Borrower immediately after the Loan Agreement enters into force. The Loan Settlement Date (Repayment Date) is calculated from the date on which the Borrower received a loan under the terms of this paragraph.

#### **§ 11. APPLICATION FOR THE NEXT LOAN**

11.1 Lender provides the Borrower with further loans each under separate loan agreements entered into by the Parties from a distance. Lender can offer Borrower another loan on preferential terms indicated each time on the Website.

11.2 Borrower cannot at the same time benefit from more than one loan. An Application for Granting Another Loan may be made only after full repayment by the Borrower of the previous Loan, payment of commissions and provisions and any obligations incumbent on the Borrower in relation to the Lender under the previous loan.

11.3 Application for Another Loan a registered borrower may only submit via the online form.

11.4 When applying for another loan the Borrower is required to provide a proposal for the Individual Terms and Conditions, ie. amount of loan, the period for which the loan is to be granted, the number of installments and the maturity of the loan. In addition, the Borrower shall make the declarations in accordance with the provisions of § 8. 4 Framework Loan Agreement.

11.5 Immediately after the submission of the Application for Another Loan, before the conclusion of the Loan Agreement, the Lender will provide the Borrower Information Form for Loan covered by the Lender's Application, where it will be available in a durable medium, in PDF format that allows to save it on Borrower's computer, sent to the email address specified in the Borrower's Registration Form.

11.6 An Application for Granting Another Loan not meeting the requirements set out in the Framework Loan Agreement will be subject to rejection.

11.7 Following the submission of a valid Application for Another Loan Lender will verify the Application for Another Loan in the manner specified in § 9 paragraph 2 of the Framework Loan Agreement.

11.8 Amount of the new loan will be transferred to the Borrower's Individual Bank Account immediately after sending by the Lender to the Borrower electronic notification of Amount to be Paid, the date of repayment, with the help of SMS messages sent to Borrower's mobile phone number and / or sending an e-mail to the e-mail address given on the Borrower's User Account.

11.9 Once approved by the Lender Request for Another Loan Lender provides the Borrower with Framework Loan Agreement, Confirmation of the conclusion of the Loan Agreement, Information Form and Waiver's Form, as documents that can be seen by logging on to the Lender's Website (in a form that allows recording on a Borrower's computer). In addition, the documents mentioned in the previous sentence, the Lender will send an e-mail address indicated in the Borrower's Registration Form, in form of PDF files to enable Borrower to save them on his/hers computer.

11.10 Consideration of an application for Another Loan by the Lender after the change of the pattern of the Framework Loan Agreement will be done only after approval by the Borrower of the new pattern of Agreement. Borrower will be informed individually about the way this has been done.

11.11 In matters not regulated in this § 11 the relevant provisions of the Framework Loan Agreement shall apply.

#### **§ 12. COSTS ASSOCIATED WITH GRANTING THE LOAN**

12.1 Total cost of the loan consists of commission and interest in accordance with the Table of Fees and Commissions annexed to this Framework Loan Agreement and set out on the Lender's Website.

12.2 The Lender will charge interest on Amount to be Paid (capital loans), starting from the date of availability of the funds to the Borrower, until the day before the full repayment of the loan.

12.3 The interest referred to in paragraph 12.2 above is calculated at a variable rate of twice the sum of the reference rate of the Polish National Bank and 3.5 percentage points, ie. two times the statutory interest referred to in Article. 359 § 2 of the Act of 23 April 1964 Civil Code (Dz. U. No. 16, pos. 93, as amended.) (Maximum interest). Interest increases the amount of debt on the loan and shall be repaid including the Amount to be Paid on the Day of Settlement. The amount of maximum interest is determined in accordance with Article. 359 § 21 of the Act of 23 April 1964 Civil Code (Dz. U. No. 16, pos. 93, as amended). In case of changes resulting from changes in the amount of interest referred to in Article. 359 of the Civil Code, the Lender will inform the Borrower about the change immediately after its occurrence.

12.4 Interest is calculated for each day the Borrower uses the Amount to be Paid, and the basis for calculating the interest is the current height of the Amount to be Paid that is still outstanding.

12.5 Interest height is defined in the Table of Fees and Commissions as an integral part of this Framework Loan Agreement.

12.6 By virtue of receiving the Amount to be Paid the Borrower is required to pay to the Lender commissions in the amount specified in the Table of Fees and Commissions annexed to this Agreement. Fee increases the amount of debt on the loan and is repaid including the amount paid and the interest on settlement date.

12.7 The actual annual interest rate for loans granted by the Lender is posted on the Lender's Website, as well as is contained in Individual Terms of Agreement Information Form and the Confirmation of the conclusion of the Loan Agreement.

12.8 The Lender may periodically provide discounts and periodically change (reduce or give up) the commission, interest or other promotional offer conditions for loans, informing the Borrower about this each time.

12.9 The costs associated with granting the loan, its extension and delay in its repayment, are shown in the Table of Fees and Commissions representing the Annex to this Framework Loan Agreement and posted on the Lender's Website.

### **§ 13. RULES FOR LOAN REPAYMENT**

13.1 The Borrower agrees to repay the loan on the Loan Repayment Date.

13.2 The remittance becomes payable on Repayment Date specified in the Individual Terms and Conditions of the Agreement.

13.3 The Borrower has the option to check the maturity of loans and the actual amount to repay the loan by logging in to the User Account.

13.4 The Lender has the right to inform the Borrower via SMS to the mobile phone number of the Borrower and by e-mail sent to the e-mail address of the Borrower specified in the Registration Form about the current amount of the Loan and the Loan Repayment Date.

13.5 If Repayment Day falls on a public holiday in Poland, the remittance becomes due in the next day that is a business day in Poland.

13.7 Payment specified in the Loan Agreement and the Schedule shall be made in the currency in which the loan was granted, ie. In Polish zlotys.

13.8 The Borrower, while making a loan repayment or its part to the Lender's Bank Account shall indicate in the transfer title his social security number or the loan number for which the repayment is made.

13.9 The Lender allows for the repayment of loans by a third party or from another bank account than the one on which the loan was granted, but in the transfer title the Borrower's social security number or the loan number for which the repayment is made must be given.

13.10 The date of repayment of loan shall be the date the funds appear on Lender's Banking Account indicated in the Individual Terms and Conditions of the Agreement.

13.11 The parties agree that the amount that the Borrower will pay the Lender will be allocated in following order to:

- a) Interest for delay in payment of the loan;
- b) Interest (interest on equity)
- c) Commission
- d) Amount to be Paid.

13.12 The Borrower is entitled to a partial or full repayment of the loan before the Day of Loan Repayment. In case of full repayment or partial repayment of the loan before the Day of Repayment, the total cost of the loan is reduced by the costs that relate to the period by which the term for which the loan was granted was shortened.

13.13 In the event of early full repayment of the loan total cost of the loan is reduced by the costs that relate to the period by which loan available to the Borrower is reduced.

13.14 In case of return by the Borrower of the amount greater than the amount of the loan, the Lender shall reimburse account of the Borrower the amount in excess of the amount of loan. In the event that the Lender is entitled to claim in relation to the Borrower from other loans, the Lender has the right to include an amount in excess of the amount of loan against those other loans.

13.15 In case when from the date of payment of the loan to the Borrower's account have past at least 120 days, the Borrower.

### **§ 14. UNTIMELY LOAN SETTLEMENT**

14.1 If the loan or part thereof is not paid timely the Borrower is required to pay in addition to the amount of loan interest for delay in payment of the loan, ie. for the period from Loan Repayment Date until the date of entry of the amount of loan on Lender's Bank Account;

14.2. Interest for late payment of the loan shall be charged by the Lender in the amount of maximum interest for the delay referred to in Article. 481 § 21 of the Civil Code, ie. two times the statutory interest rate for late payment (statutory interest for the delay amounts to the sum of the reference rate of the Polish National Bank and 5.5 percentage points). In the case of changes resulting from changes in the amount of interest referred to in Article. 481 of the Civil Code, the Lender will inform the Borrower about the change immediately after its occurrence.

14.3. If the loan or part thereof has not been paid on time, the Lender has the right to pursue collection activities involving filling: reminders via SMS messages and reminders via e-mail, by telephone prompts and reminders through written requests.

14.4. If the Borrower does not fulfill or improperly fulfills its obligations under the Loan Agreement, the Lender has the right to transfer the right to enforcement of overdue payments to third parties, and such transmission rights may also include the processing of Borrower's personal data, the introduction of such data into public databases and transfer of Borrower's personal data to the assignee. In the case of enforcement of overdue payments the costs of enforcement covers the Borrower.

14.5. In the case of cumulative conditions laid down in Article 14 or 16, 17 or 18 of the Act of 9 April 2010. concerning the provision of business information and business data exchange the Lender has the right to provide information about the Borrower's obligations to the Economic Information Offices.

4.6. The Lender is entitled to assign the claim, including not matured, arising under the Loan Agreement to the third party.

#### **§ 15. RIGHT OF WITHDRAWAL**

15.1. The Borrower has the right to terminate the contract for any reason within 14 days from the date of the Agreement.

15.2. The Borrower has the right to withdraw from a particular loan without giving any reason within 14 days from the date the loan was transferred by the Lender to the Borrower's Bank Account.

15.3. The Borrower shall exercise the right to withdraw by sending to the Lender's address a written statement of withdrawal. The model declaration of withdrawal is available by logging on to the Lender's Website, as well as sent by the Lender each time at the conclusion of the Loan Agreement (in PDF format that allows saving it on Borrower's computer).

15.4. The borrower, who at the time of the declaration of withdrawal from the Agreement shall be obliged to return the loan amount, no later than within 30 days from the date of the declaration of withdrawal from the Agreement.

#### **§ 16. COMPLAINTS**

6.1. Complaints should be submitted in writing to the Lender's postal address (Al. Jerozolimskie 96, 00-807 Warsaw), or by sending an e-mail to Lender's electronic post (info@getbucks.pl) or by phone via the Lender's hotline (phone number 22 307 53 57).

16.2. The Lender will consider the proposed complaint immediately, but not later than within 30 days of its receipt. In the event that due to the complexity of the case the examination of the complaint will not be possible within 30 days, the Lender shall notify the Borrower indicating:

- a) the reasons for inability to meet the deadline of 30 days to consider the complaint,
- b) circumstances requiring explanation,
- c) the deadline to respond to the complaint, which may not be longer than 60 days from the date of receipt of the complaint.

16.3. The Lender will inform the Borrower about the examination of the complaint by mail, telephone, electronic mail or in person. The answer to the complaint shall be granted by the Lender in paper form by post, or using another durable medium or by e-mail, provided that the lender will respond to the complaint by e-mail only at the request of the Borrower.

#### **§ 17. FINAL PROVISIONS**

17.1. The Framework Loan Agreement was concluded for an indefinite period.

17.2. The Borrower has the right to terminate this Agreement by 1 month notice through a statement sent to the Lender on a durable medium.

17.3 The Lender has the right, to terminate this Agreement, on a durable medium, by a 2-month notice period.

17.4. The Lender may terminate the Agreement with immediate effect if:

the data provided by the Borrower during the registration is invalid or can not be verified by the Lender or

The Borrower delay in repayment of loan is more than 30 calendar days

17.5. Termination of the Agreement by the Lender for the reasons specified in Section 17.4. makes the loan paid by the Lender to the Borrower become due immediately.

17.6. The Lender is entitled to change the provisions of the Framework Loan Agreement within 6 months of the occurrence of any of the following circumstances:

the introduction of new or changing the range of previously provided services, for the proper implementation of the Agreement:

change or introduction of new legislation, recommendations, guidelines or recommendations by the state authorities relating to the implementation of the Agreement;

increase of the actual costs incurred by the Lender in connection with the provision of services under the Framework Loan Agreement,

changes in the level of inflation in the amount given to the public by the Central Statistical Office

17.7. About change of the provisions of the Framework Loan Agreement The Lender shall notify the Borrower prior to the date of entry into force of amendments to the Agreement in electronic form by sending an e-mail with the document of the new Agreement in PDF format that can be saved on Borrower's computer to the e-mail address of the Borrower specified in the Registration Form. The Lender will indicate the provisions that have changed and their new sound, as well as the date of entry into force of the revised Agreement. Change to Framework Loan Agreement will be binding to the Borrower if the Borrower does not terminate the Agreement on the terms specified in the Agreement, within 14 days from the date of receipt by the Borrower the notice of the amendment to the Agreement referred to above.

17.8. The Borrower undertakes to inform the Lender immediately of any change of data specified in the Registration Form and the application for loan until the fulfillment of any obligations under the Loan Agreement.

17.9. This Framework Loan Agreement applies to the first and each subsequent loan granted to the Borrower by the Lender.

17.10. Parties of Framework Loan Agreement recognize that data sent via SMS messages, via Internet Form and other electronic means of communication are treated as a statement of intent of the Parties and make the full legal consequences.



17.11. Terms of electronic services are an integral part of the Loan Agreement, and in the case of conflict between the provisions of the Regulations and the Agreement the provisions of the Agreement shall apply.

17.12. The Loan Agreement shall be governed by Polish Law and in accordance with it should be interpreted.

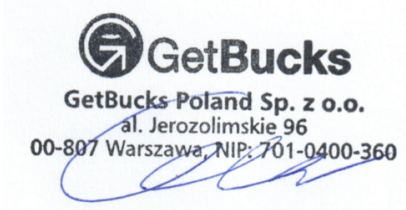
17.13. The competent court to settle disputes is a common court of the place of residence of the defendant or the court of the place of performance.

17.14. The competent authority in matters of consumer protection is the President of the Office of Competition and Consumer Protection (data Address: Powstańców Warszawy 1, 00-950 Warsaw).

17.15. Attachments that are an integral part of the Agreement:

a) Table of Charges (Attachment no. 1),

b) Loan resignation statement template (Attachment no. 2).



Lender: \_\_\_\_\_

Borrower: \_\_\_\_\_

CONVENIENCE TRANSLATION

Attachement no. 1 to Framework Loan Agreement

Table of charges – promotional conditions

Amount	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Period	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł
7 dni	HERE DATA WITH PROMOTIONAL CONDITIONS																		
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Amount	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	4000
Period	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	zł
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**Table of charges – standard conditions**

Amount	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Period	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł	zł
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Amount	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	4000
Period	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	0 zł	zł
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Fee	Amount
Transfer confirming registration (one-time payment)	0,01 zł
State interests	10%
Penalty interests	14%
Court and bailiff costs	Court and execution costs are in the amount of binding laws, especially with Court Fees in Civil Cases Act dated July 28, 2005 and Bailiffs and Execution Act dated August 29, 1997 as well as other costs described in other acts

#### Table of charges – extensions

Period	30 days
200 zł	50,00
300 zł	75,00
400 zł	100,00
500 zł	125,00
600 zł	150,00
700 zł	175,00
800 zł	200,00
900 zł	225,00
1 000 zł	250,00
1 100 zł	275,00
1 200 zł	300,00
1 300 zł	325,00
1 400 zł	350,00
1 500 zł	375,00
1 600 zł	400,00
1 700 zł	425,00
1 800 zł	450,00
1 900 zł	475,00
2 000 zł	500,00

Period	30 days
2 100 zł	525,00
2 200 zł	550,00
2 300 zł	575,00
2 400 zł	600,00
2 500 zł	625,00
2 600 zł	650,00
2 700 zł	675,00
2 800 zł	700,00
2 900 zł	725,00
3 000 zł	750,00
3 100 zł	775,00
3 200 zł	800,00
3 300 zł	825,00
3 400 zł	850,00
3 500 zł	875,00
3 600 zł	900,00
3 700 zł	925,00
3 800 zł	950,00
3 900 zł	975,00
4 000 zł	1 000,00

**Attachment no. 2 to Framework Loan Agreement**

**Loan resignation statement template**

-----  
(city, date)

**GETBUCKS POLAND Sp. z o.o.**  
**Al. Jerozolimskie 96, 00-807 Warszawa**

-----  
(name and surname of Borrower)

-----  
(address of Borrower)

-----  
(PESEL)

**Loan resignation statement**

I confirm, that in accordance with my right to resign for a loan within 14 days since concluding the Loan Agreement (art. 58 and also art. 53 of the Consumer Credit Act dated May 12, 2011 Dz. U. Nr 126, poz. 715 z póź. zm.) hereby I resign from Loan Agreement no \_\_\_\_\_ concluded on \_\_\_\_\_ in Warsaw.

At the same time I confirm that the Loan (amount disbursed to me) I'll pay back immediately (not later than within 30 days since filling this statement) to the bank account of GetBucks Poland Sp. z o.o. of the following number \_\_\_\_\_

-----  
(signature of Borrower)

CONVENIENCE TRANSLATION