

FRAMEWORK LOAN AGREEMENT

entered into in Warsaw on, by and between
Alfakredyt Spółka z ograniczoną odpowiedzialnością [Ltd.], established in Warsaw, ul. Pańska 96
lok. 38, 00-837 Warszawa, entered in the Register of Entrepreneurs of the National Court
Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th
Commercial Division of the National Court Register under KRS no. 0000458132, NIP:
8442351597, REGON: 200776208, with share capital of PLN 1,005,000, hereinafter referred to
as **Lender**.

and

Mr./Ms. _____, proving his/her identity with the ID card number _____, personal
identification number (PESEL): _____, resident in _____, at the address:
_____, address for correspondence: _____, hereinafter referred to as **Borrower**,
hereinafter jointly referred to as **Parties** and individually as a **Party**.

Section 1 Definitions used in this Framework Agreement

The terms used herein shall have the meanings defined below:

1. **Database** means a set of data kept by Business Intelligence Bureau (BIG) for the purposes of assessing creditworthiness;
2. **Business Intelligence Bureau (BIG)** means any business intelligence bureau operating under the Act on Disclosures of Business Information and Exchange of Business Data, in particular: Biuro Informacji Gospodarczej InfoMonitor S.A. based in Warsaw, and Krajowy Rejestr Długów Biuro Informacji Gospodarczej S.A. based in Wrocław;
3. **Credit Information Bureau (BIK)** means Biuro Informacji Kredytowej Spółka Akcyjna based in Warsaw
4. **Total Loan Cost** means all costs that the Borrower is obliged to incur in connection with the Loan granted (including commissions, interest) in the amount specified in the Loan Agreement;
5. **Total Loan Amount** means the total of all money that the Lender disburses to the Borrower under the Loan Agreement;
6. **Total Amount Due from the Borrower** means the aggregate of the Total Loan Cost and the Total Loan Amount. Whereas the amount of the Total Amount Due from the Borrower was calculated on the assumption that the Borrower repays the Loan including all commissions or other costs payable to the Lender by the Maturity Date;
7. **Debt Collection** means all actions to be taken in the event that the Borrower fails to repay the Loan by the Maturity Date;
8. **Information Form** means a communication form about the Loan featuring the information referred to in Attachment 1 to the Consumer Credit Agreement, handed out to the Borrower on a Tangible Medium before the Request for Loan is filed, attached to this Framework Agreement as Attachment 1;
9. **Civil Code** means the Civil Code Act of April 23, 1964 (consolidated text: Journal of Laws [Dz.U.] of 2016, item 380, as amended);
10. **Code of Civil Procedure** means the Civil Procedure Code Act of November 17, 1964 (consolidated text: Journal of Laws [Dz.U.] of 2014, item 101, as amended);
11. **Creditworthiness Assessment of the Borrower** means an assessment to determine whether the Borrower is able to repay the Loan by the Maturity Date; creditworthiness is assessed before the conclusion of the Loan Agreement based on information obtained from the Borrower or from information contained in the Database or in the Borrower's Data Pool;
12. **Late Payment Interest** means interest charged for late payment at the rate defined in the Loan Agreement, in the event that the time limit for repayment of the Loan is not complied with by the Borrower;

13. **Registration Fee** means a reimbursable fee in the amount of PLN 0.01 payable by the Borrower to the bank account of the Lender in exchange for verification of data entered during registration in the Client Portal;
14. **First Loan** means a credit agreement within the meaning of Article 3(1) of the Consumer Credit Act, entered into for the first time between the Borrower and the Lender within 2 years after the lodging of the Request for Loan;
15. **Loan** means money which may be used for any purpose, disbursed by the Lender to the Borrower under the Loan Agreement;
16. **Borrower** means a natural person who enters into the Agreement for a purpose not related to their business or professional activities;
17. **Lender** means a partnership operating as a company established in Warsaw, ul. Pańska 96 lok. 38, 00-837 Warszawa, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS no. 0000458132, NIP: 8442351597, REGON: 200776208, with share capital of PLN 1,005,000.
18. **Confirmation of Loan Repayment Extension** means a statement issued by the Lender to confirm the granting of extension to the deadline for repayment of the First Loan or any subsequent Loan, including an electronic mail or SMS text message;
19. **Client Profile** means an individual client profile set up by the Borrower on the Client Portal;
20. **Loan Granting Commission** means remuneration payable by the Borrower to the Lender for consideration of the Request for Loan and for the granting of the Loan to the Borrower, in the amount and on the terms and conditions defined in the Loan Agreement; the Loan Granting Commission for the First Loan amounts to PLN 0 (zero zloty);
21. **Commission for Loan Repayment Extension** means remuneration payable by the Borrower to the Lender for extending the deadline for repayment of the First Loan, in the amount and on the terms and conditions defined in the Table of Costs;
22. **Borrower's Bank Account** means a bank account held by the Borrower and kept by a bank operating in the territory of the Republic of Poland, from which the Registration Fee has been transferred and which is credited with the amount of the Loan disbursed by the Lender after the Borrower satisfies the conditions established in the Agreement;
23. **Bank Account for Loan Repayment** means a bank account to which the Borrower is to repay the Loan including all commissions and charges due under the Agreement; the current number of the Bank Account for Loan Repayment is posted on the Client Portal.
24. **APR** means the annual percentage rate, i.e. the Total Loan Cost incurred by the Borrower, expressed as a percentage value of the Total Loan Amount per annum, as set out in the Loan Agreement; APR was determined on the assumption that the Borrower repays the Loan including all commissions and other charges due by the Maturity Date specified in the Loan Agreement;
25. **Financial Ombudsman** means a person authorized to resolve consumer disputes out of court according to the provisions of the Act on Extrajudicial Resolution of Consumer Disputes and the Act on Complaint Handling Procedure by Financial Service Providers and on the Financial Ombudsman. The Financial Ombudsman Office is based in Warsaw, Al. Jerozolimskie 87, 02 – 001 Warszawa, biuro@rf.gov.pl.
26. **Client Portal** means the website of the Lender at webwww.alfakredyt.pl;
27. **Table of Costs** means a table summarizing all commissions, interest rates, and other charges that the Lender is aware of, related to the granting of the Loan or extension of the deadline for repayment of the Loan, provided in Attachment 2 to the Framework Agreement;
28. **Maturity Date** means the date established in the Loan Agreement by which the Borrower is contractually obliged to repay the Loan, including commissions and other charges due, by way of a bank transfer to the Bank Account for Loan Repayment;
29. **Durable Medium** means any material or appliance intended for storage and reading of information communicated by the Borrower under the Agreement, which allows unchanged reproduction of this information, in particular, a PDF files sent by electronic mail and SMS text messages;
30. **Agreement** means, collectively, the Loan Agreement and the Framework Agreement;

31. **Loan Agreement** means the first and any subsequent loan agreement entered into by and between the Lender and the Borrower on terms and conditions established in the Framework Agreement, defining the specific loaning terms and conditions agreed by and between the Parties, including, but not limited to, the amount and duration of the Loan, and the maturity date;
 32. **Framework Agreement** means this Framework Loan Agreement establishing general loaning terms and conditions applicable to all Loans that may be granted by the Lender to the Borrower;
 33. **Act on Judicial Officers and Debt Collection** means the Act dated August 29, 1997 on judicial officers and debt collection (consolidated text of May 15, 2015, Journal of Laws [Dz.U.] of 2015 item 790, as amended);
 34. **Act on Court Fees in Civil Cases** means the Act dated July 28, 2005 on court fees in civil cases (consolidated text of December 17, 2013, Journal of Laws [Dz.U.] of 2014 item 101, as amended);
 35. **Act on Consumer Credit** means the Act dated May 12, 2011 on consumer credit (consolidated text of September 26, 2014; Journal of Laws [Dz.U.] 2014, item 1497, as amended).
 36. **Act on the Protection of Personal Data** means the Act dated August 29, 1997 on the protection of personal data (consolidated text of November 25, 2015, Journal of Laws [Dz.U.] of 2015 item 2135, as amended);
 37. **Act on Extrajudicial Resolution of Consumer Disputes** means the Act dated September 23, 2016 on ways of extrajudicial resolution of consumer disputes (Journal of Laws [Dz.U.] of 9 November, item 1823);
 38. **Act on Handling Complaints** means the Act dated August 5, 2015 on the handling of complaints by financial market organizations and on the Financial Ombudsman (Journal of Laws [Dz.U.] of 2015 item 1348, as amended);
 39. **Act on Disclosure of Business Information and Exchange of Business Data** means the Act dated April 9, 2010 on the disclosures of business information and exchange of business data (consolidated text of May 14, 2014, Journal of Laws [Dz.U.] of 2014 item 1015, as amended);
 40. **Request for Loan** means a request in which the Borrower applies for the granting of the first or any subsequent Loan, submitted via Client Portal and examined by the Lender according to the terms and conditions established in the Agreement;
 41. **Borrower's Data Pool** means a set of data kept by the Lender for the purposes of assessing creditworthiness.
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Section 2 Subject-matter of the Framework Agreement

1. This Framework Agreement establishes the terms and conditions for the conclusion of Loan Agreements by and between the Lender and the Borrower.
2. Under the Loan Agreement, the Lender grants the Loan to the Borrower on the terms set out in the agreement, and the Borrower agrees to repay the Loan and to pay commissions and other charges under the terms and conditions laid down in the agreement.
3. The Loan Agreement is a consumer credit agreement concluded by means of distance communication, as referred to in Article 5(13) of Act on Consumer Credit and shall mean a consumer credit agreement made with a consumer without the concurrent presence of both parties, using means of distance communication, as referred to in Article 2(1) of the Act dated May 30, 2014 on consumer rights (Journal of Laws [Dz.U.] of 2014, item 827, as amended).
4. The service provided by the Lender shall be an electronically supplied service within the meaning of Article 2(4) of the Act dated July 18, 2002 on provision of services by electronic means (consolidated text: Journal of Laws [Dz.U.] of 2013, item 1422, as amended), without the concurrent presence of both parties (remotely) through transmission of data on individual demand of the service recipient, transmitted and received by means of devices for electronic

processing, including digital compression, and storage of data, which is entirely broadcasted, received or transmitted by means of the telecommunication network, within the meaning of the Telecommunications Law Act of July 16, 2004.

Section 3. Loaning Terms

1. The First Loan may be extended to the Borrower if the Borrower:
 - a) enjoys unlimited capacity to perform acts in law;
 - b) is a consumer within the meaning of Article 5(1) of the Act on Consumer Credit, i.e. if the Borrower enters into the Loan Agreement for a purpose not related to their business or professional activities;
 - c) is over the age of 21 years and below the age of 65 years on the date on which the Request for Loan is filed;
 - d) has the Polish citizenship and resides in the territory of the Republic of Poland;
 - e) successfully registered and holds an active Client Profile on the Client Portal;
 - f) has filed a duly completed Request for Loan via the Client Portal;
 - g) received a positive Creditworthiness Assessment based on information obtained by the Lender from the Borrower or based on the information contained in the Databases of Business Intelligence Bureaus or the Borrower's Data Pool; by filing the Request for Loan, the Borrower authorizes the Lender to approach Business Intelligence Bureaus requesting the disclosure of information about the liabilities of the Borrower as referred to in Article 24(1) of the Act on Disclosures of Business Information and Exchange of Business Data;
 - h) is in no arrears with the payment of any amounts due to the Lender as of the date on which the Request for Loan is filed;
 - i) complies with the other terms and conditions established in the Agreement.
 2. Any subsequent Loan may be granted to the Borrower if the Borrower complies with all of the requirements listed in para. 1, and:
 - a) has repaid the previously granted Loans along with all commissions, interest, and all other costs payable to the Lender;
 - b) is in no arrears with the payment of any amounts due to the Lender as of the date on which the Request for Loan is filed;
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Section 4 Registration in the Consumer Service

1. In order to enter into the Loan Agreement and to be granted the Loan, the Borrower is required to register in the Client Portal and to hold an active Client Profile.
2. Detailed rules for registration in the Client Portal and for setting up and activating the Client Profile shall be laid down in the Client Portal Terms of Use that the Lender provides to the Borrower prior to such registration. In order to complete the registration process, the Borrower has to review and accept the Client Portal Terms of Use, transfer the reimbursable Registration Fee, and have the Borrower's data entered during the registration process successfully verified.
3. The Borrower acknowledges that Alfakredyt Spółka z ograniczoną odpowiedzialnością [Ltd.], established in Warsaw, ul. Pańska 96 lok. 38, 00-837 Warszawa is the administrator of the Borrower's personal data within the meaning of the Act on the Protection of Personal Data.
4. The administrator shall process personal data to the extent necessary to conclude and perform the Agreement, and to pursue claims arising from the Agreement. Providing personal data is voluntary but necessary to conclude and perform the Agreement. The Borrower has the right to access and correct their data.
5. On registering in the Client Portal and when submitting the Request for Loan, the Borrower authorizes the Lender to obtain business intelligence about the Borrower:

“Acting on my own behalf and pursuant to Article 24 section 1 of the Act of April 9, 2010 on the Disclosures of Business Information and Exchange of Business Data and Article 105, section 4a and 4a1 of the Banking Law Act of August 29, 1997 in conjunction with Article 13 of the Act on the Disclosures of Business Information and Exchange of Business Data, I hereby authorize the company AlfaKredyt sp. z o.o. established in Warsaw, ul. Pańska 96 lok. 38, 00-837 Warszawa, KRS No. 0000458132:

- to obtain my business information from Biuro Informacji Gospodarczej InfoMonitor S.A. based in Warsaw, ul. Jacka Kaczmarskiego 77 (02-679) (BIG InfoMonitor), and Krajowy Rejestr Długów Biuro Informacji Gospodarczej S.A. based in Wrocław, ul. Danuty Siedzikówny 12 (51-214);
- to obtain business information concerning my debts in banks or institutions legally authorized to grant loans if the total value of such debts exceeds PLN 200 (two hundred zloty) and they remain unpaid at least sixty days after the due date, or absence of such debts from Biuro Informacji Kredytowej S.A. and the Polish Bank Association (ZBP) through the intermediation of Biuro Informacji Gospodarczej InfoMonitor S.A.
- to obtain from Biuro Informacji Gospodarczej InfoMonitor S.A. based in Warsaw, ul. Jacka Kaczmarskiego 77 (BIG InfoMonitor), information on inquiries about me submitted to the register of BIG InfoMonitor S.A. within the last 12 months.
- to disclose information concerning my fulfillment of obligations involving financial liabilities towards AlfaKredyt sp. z o.o. under my Loan Agreements to Biuro Informacji Gospodarczej InfoMonitor S.A. based in Warsaw, ul. Jacka Kaczmarskiego 77 (02-679) (BIG InfoMonitor), and Krajowy Rejestr Długów Biuro Informacji Gospodarczej S.A. based in Wrocław, ul. Danuty Siedzikówny 12 (51-214);

6. The Borrower makes the following statement:

“I hereby authorize AlfaKredyt Sp. z o.o. to apply on my behalf to Biuro Informacji Kredytowej S.A. for disclosure of information. In connection with the Request for Loan that I have submitted:

- I hereby authorize AlfaKredyt Sp. z o.o. to transfer my personal data (inquiry) to Biuro Informacji Kredytowej S.A. established in Warsaw and I consent to the disclosure of information about me by Biuro Informacji Kredytowej S.A., including information constituting banking secrecy, to AlfaKredyt Sp. z o.o., in response to the inquiry filed, for the purposes of creditworthiness assessment and credit risk analysis, and to process my personal data disclosed by AlfaKredyt Sp. z o.o. in the inquiry for not more than 2 years, including to disclose such data to banks, institutions legally authorized to grant loans, credit institutions, loan institutions, and the entities referred to in Article 59d of the Act on Consumer Credit of May 12, 2011, and other entities authorized under the Banking Law Act of August 29, 1997.

- I hereby authorize AlfaKredyt Sp. z o.o. to transfer my personal data and information about my liabilities arising from a loan agreement concluded by me to Biuro Informacji Kredytowej S.A. established in Warsaw and I consent to the disclosure of information concerning my person by Biuro Informacji Kredytowej S.A., including information constituting banking secrecy, to AlfaKredyt Sp. z o.o. for the purposes of creditworthiness assessment and credit risk analysis performed by AlfaKredyt Sp. z o.o. during the term of a loan agreement concluded with AlfaKredyt Sp. z o.o., and to the processing by Biuro Informacji Kredytowej S.A. of my personal data and information about my liabilities arising from the loan agreement concluded with AlfaKredyt Sp. z o.o. after my liabilities have expired, for the purposes of creditworthiness assessment and credit risk analysis, and to the disclosure of this data to entities authorized under the Banking Law Act of August 29, 1997.

I hereby represent that I have been advised of my right to access and correct my personal data, and that the consents granted hereinabove are entirely voluntary and can be withdrawn at any time whatsoever.

7. The Borrower may request that their personal data is no longer processed and is deleted.

8. Registration Fee shall be reimbursed upon:

- a) delivery of Statement on Withdrawal from the Loan Agreement to the Lender, or
- b) notifying the Borrower on the refusal to grant a loan.

Section 5 Conclusion of Loan Agreement and Loan Disbursement

1. Conclusion of the Loan Agreement subject to the condition that the Lender accepts the Borrower's Request for Loan.
2. The Borrower files the Request for Loan.
3. The Lender notifies the Borrower on either consent or refusal to conclude the Loan Agreement in a text message sent via SMS. The Lender shall be entitled to refuse to conclude the Loan Agreement without giving reasons, except for a refusal based on a review of information contained in the Database of the Business Intelligence Bureau, Credit Information Bureau, and the Borrower's Data Pool. The Lender shall inform the Borrower on the results of such review, without delay, in the manner determined in the preceding sentence, and shall specify the database used in the review.
4. In the event that consent is granted for the conclusion of the Loan Agreement, the Lender shall immediately send a copy of the Loan Agreement in the form of a PDF file to the email address which the Borrower has entered in their Client Profile.
5. For the avoidance of doubt, the Parties agree that the Loan Agreement shall be deemed to have been concluded once the copy of the Loan Agreement is sent in the manner referred to in para. 4.
6. The Lender shall disburse the Total Loan Amount via bank transfer to the Bank Account of the Borrower immediately after the Loan Agreement has been concluded.
7. After the Total Loan Amount referred to in para. 6 has been disbursed, the Lender shall notify the Borrower of the amount of Loan disbursed to the Borrower.
8. On conclusion of the Agreement, the Lender shall send the following documents to the email address stated by the Borrower:

Appendix 1 – Information Form concerning consumer credit, a copy of which shall be handed out to the Borrower before the conclusion of the agreement,

Attachment 2 – Table of Costs,

Attachment 3 – Model Statement on Withdrawal from the Agreement.

Section 6 Loan Repayment Terms and Deadlines

1. The Borrower shall repay the Loan by transferring the Total Loan Amount and an aggregate of all due commissions and other charges to the Bank Account for Loan Repayment, subject to the conditions set out in the Loan Agreement. In order to ensure the proper identification of payment, the transfer title should state: "Repayment of Loan No. __", with the number of the Loan Agreement specified.
2. The Maturity Date, and the terms of payment of commissions and charges payable to the Lender shall be further defined in the Loan Agreement.
3. In the event that the Maturity Date coincides with a bank holiday, the Maturity Date shall be deemed to be the first business day after such day.
4. Whether the Maturity Date has been met shall be determined based on the date on which the Bank Account for Loan Repayment is credited with a sum equivalent to the Total Amount Due from the Borrower. In the event that the Maturity Date is exceeded, the Borrower shall pay the amount of Loan plus Late Payment Interest accrued.
5. Each incoming payment made by the Borrower shall be credited to cover the following liabilities, in following order of precedence:
 - a) Commission for Loan Repayment Extension, if charged;
 - b) Loan Granting Commission;
 - c) Late Payment Interest;
 - d) Total Loan Amount.

6. Once the Bank Account for Loan Repayment is credited with the Total Loan Amount, the Loan Agreement shall expire and the Borrower shall be deemed to have duly performed all of their contractual obligations towards the Lender.
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Section 7 Early Repayment of the Loan

1. The Borrower shall be entitled to make an early repayment of the Loan, whether in full or in part, before the Maturity Date. In this case, the Total Loan Cost shall be reduced by the costs (or a part thereof) due for the period by which the loan duration is shortened as a result of early repayment, even if the Borrower has incurred such costs before the repayment. The provisions of Section 6 para. 1-2 of the Framework Agreement shall apply accordingly.
 2. The final settlement between the Lender and the Borrower shall take place no later than 14 days after the date of early repayment of the Loan in full.
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Section 8 Extension of the Maturity Date

1. The Borrower who was granted the Loan may apply for extension of the repayment period of the Loan.
2. First postponement of the Loan Maturity Date shall be conditional on the payment by the Borrower of the Commission on Repayment Extension of the First Loan, which is payable to the Lender no later than 7 days of the expiry of the Loan Maturity Date. The amount of Commission on Repayment Extension is set out in the Table of Costs.
3. Once the Bank Account for Loan Repayment is credited with the amount of the Commission on Repayment Extension of the First Loan as per para. 2 hereinabove, the repayment of the amount of Loan specified in the loaning terms and conditions shall be extended accordingly.
4. The bank transfer title should state the Loan number and the information contained in an e-mail notice of extension of the repayment period of the First Loan sent to the Borrower.
5. The Commission on Repayment Extension of the First Loan shall be deemed to have been paid to the Lender on the day on which the Bank Account for Loan Repayment is credited with the amount due.
6. In all other extensions of the First Loan Maturity Date, the provisions of para. 7-14 shall apply accordingly.
7. The Borrower who has been granted another Loan may apply for extension of time limit for repayment of the Loan by up to 30 days. The Lender may agree to postpone the Loan Maturity Date subject to the condition that the Borrower meets additional requirements, i.e. in order to make the repayment of the Loan after Extension of the Maturity Date more credible by providing:
 - a) a guarantee for loan repayment issued by a bank,
 - b) a guarantee for loan repayment issued by three guarantors, or
 - c) an analysis of the financial standing and creditworthiness of the Borrower conducted by a professional third party, based on the assessment of the Borrower' performance and collectability of their liabilities.
8. The decision to select one of the options listed in para. 7 a-c shall be at the discretion of the Borrower.
9. In the event that neither of the options listed in para. 7 is chosen, the Lender may extend the Loan Maturity Date given the prior loan performance of the Borrower (i.e. the number and frequency of Loans granted by the Loaner to the Borrower and their timely payments).
10. The Borrower submits the Request for Extension of the Loan Maturity Date together with the appropriate supporting documents listed in para. 7 a-c, subject to para. 9, within 5 days of the Maturity Date at the latest.

11. The Lender shall decide on whether to postpone the Loan Maturity Date within 2 business days from the date on which the Request for Extension of the Maturity Date is filed together with the appropriate supporting documents listed in para. 7 a-c, subject to para. 10.
 12. In the event that the Loan Maturity Date is extended, the Lender shall inform the Borrower thereof via SMS text message.
 13. The Lender may entrust a third party cooperating with the Lender with the analysis and management of the documents listed in para. 7 a-c.
 14. The Lender may refuse to extend the deadline for repayment of the Loan.
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§9 Delay in Loan Repayment

1. In the event of delay in repayment of the Loan, the Lender reserves the right to charge interest for late payment at the rate laid down in Article 481 Section 21 of the Civil Code, i.e. in the amount equivalent to twice the sum of the reference rate of the National Bank of Poland and 5.5 percentage points. As at the date of this Framework Agreement, the Late Payment Interest is 14% per annum and can be modified if the reference rate of the National Bank of Poland is adjusted.
 2. If the Loan repayment is at least 30 days late, the Lender has the right to transfer debt collection to a professional collection agency.
 3. If the Borrower is in delay with loan repayment, the Lender shall also be entitled to assert claims to recover the liabilities through court and enforcement action, either directly or through another legal entity. The Borrower may be ordered to pay the costs of such recovery proceedings through court and enforcement action according to the rules specified in relevant regulations: the Code of Civil Procedure, the Act on Court Fees in Civil Cases, and the Act on Judicial Officers and Debt Collection.
 4. If the cumulative conditions listed in Article 14, section 1(1-3) of the Act of April 9, 2010 on the Disclosures of Business Information and Exchange of Business Data (consolidated text: Journal of Laws [Dz.U.] of 2014, item 1015, as amended) are met, the Lender shall be entitled to disclose information about the Borrower's liabilities to Business Intelligence Bureau(s). Information about the Borrower's liabilities shall be forwarded to Business Intelligence Bureau under a business intelligence sharing agreement in writing concluded by and between the Lender and the Business Intelligence Bureau concerned. Forwarding such information shall not require the consent of the Borrower and can take place at the earliest one month after a notice to pay is sent by registered mail to the Borrower's address for correspondence, including a warning of the intention of forwarding the information to the Business Intelligence Bureau, and the name and the address of the registered office of such Business Intelligence Bureau. Information to be forwarded to the Business Intelligence Bureau may include the following data: information related to the Borrower: full name, PESEL or any other identity number, home address or address for service, series and number of the ID card or any other documentary proof of identity; information regarding the liabilities: legal title, amount of liabilities and currency, amount outstanding, date on which the arrears became due, information about proceedings covering the liabilities, information on whether the Borrower questions the existence of all or part of the liabilities, and information on the disposal of liabilities. Forwarding the information to the Business Intelligence Bureau may affect the payment capability and creditworthiness of the Borrower.
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Section 10 Right of Withdrawal

1. The Borrower may withdraw from the Agreement within 14 days of its conclusion.
2. The right of withdrawal may be exercised by submitting a notice of withdrawal correctly signed by the Borrower. The notice of withdrawal can be sent in writing to the address of the

registered office of the Lender or by electronic mail (scan) to the e-mail address of the Lender. A model notice of withdrawal specifying the name (company) and address of the registered office of the Lender is provided in Attachment 3 to this Framework Agreement.

3. Whether the deadline for withdrawal has been met shall be determined on the basis of the date on which the notice of withdrawal from the Framework Agreement is sent in the manner referred to in para. 3 hereinabove. If the notice of withdrawal is made in writing, the Borrower is advised to send it via registered mail in order to be able to prove that the withdrawal deadline has been met.
 4. If the Borrower withdraws from the Loan Agreement, the agreement shall be considered not concluded. The Borrower shall repay the Total Loan Amount to the Bank Account for Loan Repayment immediately but no later than within 30 days of the notice of withdrawal from the Loan Agreement, and the Lender shall not be entitled to any loan-related fees, including the Loan Granting Commission.
 5. For the avoidance of doubt, the Parties agree that the withdrawal from the Framework Agreement constitutes withdrawal from the concluded Loan Agreements. The provisions of para. 5 shall apply accordingly.
 6. For the avoidance of doubt, the Parties agree that the withdrawal from a Loan Agreement does not constitute withdrawal from the Framework Agreement. The Borrower may withdraw from the Framework Agreement only by way of an explicit notice of withdrawal from the Framework Agreement.
 7. If the deadline for repayment of the Loan, as referred to in para. 5, is not complied with by the Borrower, the provisions of Section 9 para. 4 sentence 1 shall apply accordingly. Furthermore, in such a case, the Lender shall be entitled to charge Late Payment Interest.
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Section 11 Duration and Termination of Framework Agreement

1. The Framework Agreement is concluded for an indefinite period of time.
 2. The Loan is granted for the period of repayment of the Loan ending on the date specified as the Maturity Date in the Loan Agreement.
 3. The Borrower understands that the rate of Late Payment Interest may change in accordance with the general provisions of law in force. Should the interest rate change, the Lender shall notify the Borrower of a change in Late Payment Interest by electronic mail, on a Durable Medium.
 4. The Borrower shall be entitled to terminate the Framework Agreement at any time, with one month notice.
 5. The Lender shall be entitled to terminate the Framework Agreement with two months notice, through a written notice or by electronic mail sent to the e-mail address of the Borrower.
 6. The Borrower shall be entitled to terminate the Loan Agreement if the Lender fails to fulfill the commitments concerning the loaning terms defined in the Agreement.
 7. The Lender shall be entitled to terminate the Loan Agreement with immediate effect if the Borrower fails to fulfill the commitments concerning the loaning terms defined in the Agreement.
 8. Notice of termination of the Agreement shall be given to the other Party in writing or by electronic mail. Statement of the Lender sent via electronic mail should be made on a Durable Medium.
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Section 12 Complaints and out-of-court Settlement of Disputes

1. Complaints should be submitted in a paper letter to the mail address of the Lender (ul. Pańska 96 lok. 38, 00-837 Warszawa) or by electronic mail to the e-mail address of the Lender

(info@alfakredyt.pl) or by phone through the hotline operated by the Lender (at +48 876181062).

2. The Borrower shall be informed about the results of the complaint examination process without undue delay, but not later than within 30 days of receiving the complaint by the Lender. In particularly complicated cases which make it impossible to examine the complaint within the period of 30 days, the Lender shall send a notification to the Borrower where it will:
 - a) explain the reasons for not being able to meet the 30-day deadline for examination of the complaint,
 - b) indicate the circumstances that need to be explained,
 - c) specify the expected time for responding to the complaint, which may not exceed 60 days from the date of receiving the complaint.
 3. The Lender shall inform the Client about the results of the complaint examination process by mail, phone, electronic mail, or in person. The Lender shall respond to the complaint in a paper letter (sent by mail) or using another durable data carrier or by electronic mail, subject to the condition that the Lender shall respond to the complaint by electronic mail only upon the Client's request.
 4. Lodging a complaint does not release the Borrower from the obligations arising from the Agreement concluded, and in particular from the obligation to repay the Loan by the Maturity Date, including commissions and interest accrued and payable to the Lender.
 5. In case a complaint submitted by the Client is rejected according to subpara. 1-6 of this paragraph or in the event that a dispute is not resolved as a result of the Client's complaint submitted, the parties may opt for an out-of-court dispute settlement according to the provisions of the Act on Extrajudicial Resolution of Consumer Disputes and the Act on Handling Complaints. Proceedings for out-of-court settlement of a dispute with the Client are conducted by the Financial Ombudsman (contact data of the Financial Ombudsman is provided in Section 1 subpara. 25 hereof and on the Lender's website).
 6. The proceedings are initiated at the request of the Client.
 7. Initiation of proceedings as referred to in this subparagraph does not release the Client from the obligations arising from the concluded Agreement, and in particular from the obligation to repay the Loan by the Maturity Date, including commissions and interest accrued and payable to the Lender.
 8. The Lender shall inform the Client by letter or e-mail on giving or denying consent to out-of-court dispute settlement, according to the provisions of the acts listed in subpara. 7 of this paragraph.
 9. The Lender reserves the right to refuse to consent to out-of-court dispute settlement with the Client, as set out in the preceding subparagraphs, if, in particular, the Client fails to lodge a complaint according to subpara. 1-6 hereinabove, the dispute is trivial, the case has been resolved by the Lender, the case concerning the same dispute between the parties is pending or has been resolved by the Financial Ombudsman in proceedings, arbitrary tribunal, another competent entity, or a court.
 10. Initiation of proceedings, ongoing proceedings, or termination of proceedings conducted in accordance with the provisions of the Act on Extrajudicial Resolution of Consumer Disputes and the Act on Handling Disputes do not release the Client from the obligations arising from the concluded Agreement, and in particular from the obligation to repay the Loan by the Maturity Date, including commissions and interest accrued and payable to the Lender.
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Section 13 Final considerations

1. If any provision of this Agreement or any part hereof is found to be invalid or unenforceable, the remaining provisions will remain effective.
2. If any of the Borrower's data (including, in particular, address for correspondence, place of residence) change, the Borrower shall notify the Lender thereof. Changes in such data can be notified via electronic mail.

3. Subject to certain exceptions laid down in the Agreement, the statements of intent related to the conclusion, performance, amendment, or dissolution of the Agreement can be made in writing (to the registered address of the Lender and the address for correspondence of the Borrower) or sent by electronic mail (to the e-mail address of the Lender and the Borrower, respectively) or sent in a text message via SMS. Statements of the Borrower sent via electronic mail should be stored on a Durable Medium.
4. The Lender shall have the right to change the Agreement unilaterally in the event that such change arises from amendments in the relevant mandatory provisions of laws, legally valid court ruling, or a final administrative decision. The Lender shall notify such amendments by providing the Borrower with a copy of the amended Agreement. The Borrower shall be bound by the amended Agreement from the date specified in the notice of the given change, unless the Borrower terminates the Agreement before that date, in which case the period of termination notice commences on the date on which the notice of the given change is received.
5. All attachments hereto form an integral part of this Agreement.
6. Issues left implicit herein shall be governed by Polish law.
7. The President of the Office of Competition and Consumer Protection, UOKiK (ul. Plac Powstańców Warszawy 1, 00-950 Warszawa) is the supervision authority competent for consumer protection matters.
8. In the event that the Lender fails to perform or improperly performs the obligations towards the Borrower, despite being requested to do so by the Borrower, the Borrower has the right to assert claims to enforce performance by the Lender.
9. The identity of the court having proper jurisdiction shall be decided according to general criteria, i.e. according to the domicile of the defendant.
10. The Framework Agreement has been made in two copies, one for each party.