

EUROCENT S.A. CASH LOAN AGREEMENT  
9D MŁODZIEŻY STREET, 30-829  
KRAKÓW, REGON NO. 356854835,  
NIP NO. 6789266104

Agreement No.

Entered into by and  
between the Borrower:

Name and Surname	
Residence address:	[street address, town or city]
Number and series of Personal Identity Card:	[number and series]
P E S E L (Personal Identification Number)	[number]
Date of Birth	[dd-mm-yyyy]
Phone Number	[number]

and the Lender:

EUROCENT Spółka akcyjna with its registered office in Kraków at Młodzieży 9D street, 30-829 Kraków, entered into the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-Śródmieście in Kraków 11th Commercial Division of the National Court Register under the KRS number of 0000422501, with NIP number [Tax ID No.]: 6782926104 and REGON number [Official National Register of Business Entities]: 356854835, with a share capital of PLN 240,495.00 say: two hundred and forty thousand four hundred and ninety five), it is represented by:

Part A

With this agreement (hereinafter referred to as "Agreement"), the Lender allows the Borrower a loan on the following terms

Loan	PLN ---
Total Loan Amount	PLN ---
Duration of the Agreement	[...] weeks/months*
Terms of Repayment	one payment: after four weeks weekly instalments monthly payments * - in accordance with a repayment schedule
Annual Interest Rate	--- %
Total Amount of Interest	PLN ---
Amount of Interest Payable per Day	PLN ---
Total Cost of Loan	PLN ---
Total Amount Payable by the Borrower	PLN ---

Security in the form of a blank bill of execution	YES	NO
Commission		---,-- PLN
Operational fee		---,-- PLN
Services rendered to the Borrower at his place of residence	YES	NO

Lender's bank account number

Borrower's signature

Name and Surname:

Part B
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1. Definitions:
  - 1.1. Agreement: means this loan agreement together with all annexes forming an integral part of the Agreement.
  - 1.2. Terms and Conditions: terms and conditions for granting cash loans; terms and conditions are an integral part of this Agreement.
  - 1.3. Costs: fees payable to the Lender under this Agreement, i.e. Provision and Operational Fee.
  - 1.4. Operational Fee: a fee paid in connection with preparing documents necessary to conclude the agreement, assessment of the Borrower's credit standing to adhere to liabilities performed in external data bases, commission for a third entity in connection with granting the loan, as well as loan servicing by overseeing the process of repaying liability, providing relevant information, and offering the possibility to carry out instalment payments at the Borrower's place of residence.
  - 1.5. Commission: remuneration for Lender for examining the application for a loan and allowing the Borrower the loan amount.
  - 1.6. The remaining words or phrases used in the Agreement have the meanings given to them in the Terms and Conditions, which are the integral part of this Agreement.
2. The subject and terms of the Agreement:
  - 2.1. At the request of the Borrower and under this Agreement, the Lender grants the Borrower's a cash loan under the conditions formulated by generally applicable law, the provisions of this Agreement, and the Terms and Conditions.
  - 2.2. The obligation of the Borrower under the Agreement includes the obligation of the Borrower to pay to the Lender the above-provided sum of the Total Loan Amount, Total Amount of Interest, maximum interest if any delay in payment of various instalments occur, and the Commission and Operational Fee in the amount provided in Part A (hereinafter collectively referred to as "Debt").
3. Conditions for payment
  - 3.1. The Lender shall transfer to the Borrower the Total Loan Amount in a one-time and non-cash form to the Borrower's bank account number specified by the Borrower in the Application within

a period of maximum 7 days from the date of concluding the Agreement, or in cash form by transfer of the Total Loan Amount by the Lender's Representative against receipt and at the agreed place on the date of Agreement conclusion, or by providing the Borrower on the same day with a form that will allow him/her to withdraw the granted loan in any office of Poczta Polska S.A. [public post service].

3.2. The Borrower is obliged to pay to the Lender an Operational Fee (in accordance with the repayment schedule) in instalments added to each monthly instalment of the liability.

4. Interest level | Annual Percentage Rate of Charge (APR) | Repayment

4.1. The interest rate is fixed and amounts to [ ..... ] % [in words: .....]. Interest is charged daily based on the Annual Percentage Rate of Charge and from the .....until and including the day preceding the actual repayment.

4.2. The annual percentage rate of charge is [...] %. For the purpose of calculating the Annual Percentage Rate of Charge, the following has been assumed:

- a. the Agreement shall be valid throughout the period of duration it has been concluded for, and the Lender and the Borrower shall fulfil their contractual obligations within the terms laid down in the Agreement;
- b. the amounts paid and repaid by the parties to this Agreement shall not necessarily be equal and shall not necessarily be paid at equal intervals;
- c. Disbursement Day is the initial date;
- d. time intervals between dates used in calculations shall be expressed in years or in fractions of a year, where a year consists of 365 days, and a leap year 366 days, 52 weeks or twelve equal months. A month shall be considered as consisting of 30,41666 days.
- e. the result of the calculation shall be expressed with an accuracy of at least one decimal place, and if the figure that follows the decimal place selected by person performing the calculation is lower than 5, the figure is omitted, whereas if the figure equals or is higher than 5, the preceding figure is increased by 1;

4.3. The annual interest rate of charge, indicated in point. 4.2., has been established based on the assumption that the effective Annual Percentage Rate of Charge will remain unchanged throughout the duration of the Agreement.

4.4. The Borrower is required to repay the entire Debt in the following way: the Operational Fee as described in paragraph 3.2., whereas the remainder of the Debt, i.e. The Total Loan Amount, the Total Amount of Interest and the Commission, referred to in Part A, shall be paid in one payment or in weekly or monthly instalments as provided in Part A in non-cash form by transfers to the Lender's bank account indicated in Part A or in cash to the Representative of the Lender.

4.5. Payments made by the Borrower shall be settled in the following order until loan repayment is complete:

- 4.1.1. interest on overdue capital;
- 4.1.2. interest payable on payment day;
- 4.1.3. Then , the payment is posted in instalments in this order:
  - 1) operational fee;
  - 2) commission;
  - 3) capital.

4.6. At the request of the Borrower made during the term of the Agreement, the Lender sends him/her free-of-charge a Debt repayment schedule.

5. Conditions and procedure for changing the Annual Interest Rate of Charge

- 5.1. The Lender is entitled to change the Annual Interest Rate of Charge if the central bank's reference rate changes.
- 5.2. A change in the Annual Interest Rate as a result of changes in the central bank's reference rate is made unilaterally by the Lender and does not require an amendment to the Agreement.
- 5.3. If the Annual Interest Rate is changed, prior to the change the Borrower shall receive from the Lender information about the change on a durable medium, including specific determination of the annual interest rate, the amount of loan instalments after the change, and the number and frequency of instalment payments, provided they undergo a change.
- 5.4. A change in the Annual Interest Rate causes a change in the Total Amount of Interest.
- 5.5. If the Borrower does not accept a change in the Annual Interest Rate, he/she shall have the right to terminate the Agreement within 14 (fourteen) days of receipt of the information referred to in point 5.3, with a 30-day notice period. Failure to terminate the Agreement by the Borrower in the aforementioned period of thirty (30) days means that a change in the Annual Interest Rate has been accepted.
6. Consequences of violating repayment terms and conditions:
  - 6.1. Failure to repay individual instalments on time (in accordance with the payment schedule annexed to the Agreement) or partial repayment results in overdue debt. The Lender is obliged to charge maximum interest on late payments as stipulated in art. 481 section 2<sup>1</sup> of the Civil Code, which as of the date of concluding the Agreement ..... amount to [in words: .....]. Interest on overdue debt are charged for each day of non-payment starting from the default date to and including the date preceding the repayment.
  - 6.2. If the Borrower does not pay full instalments within the time frames defined in the Agreement for at least two periods of payment, the Lender shall be entitled to terminate the Agreement after first requesting the Borrower in writing to pay the outstanding instalments or parts their part within a period of not less than 7 days after receipt of the request under the pain of terminating the Agreement. The notice period in such a case is at least 30 days.
7. Early repayment:
  - 7.1. The Borrower shall have the right to pay all or part of the Debt at any time without suffering any additional fees, before the Repayment Day. In the case of early repayment of the Total Loan Amount, the Borrower is required to pay to the Lender the other elements of the Debt, net the amount of the Operational Fee related to the period by which the Agreement duration was reduced. The parties expressly agree that the Commission is not subject to deduction in connection with the flat-rate, one-time nature of such payment.
  - 7.2. The above rules on debt deduction shall apply accordingly if the Borrower repays part of the Total Loan Amount the Repayment Day.
  - 7.3. If the Borrower is in arrears on Debt repayment, an earlier and partial repayment of the Total Loan Amount is classified according to the order of repayments specified in point 4.5.
8. Duration of the Agreement:
  - 8.1. This Agreement is concluded for a definite period of time provided in Part A and commencing on the date this Agreement becomes effective.
  - 8.2. The Lender has the right to terminate the Agreement with a one-month notice period by providing such termination on a durable medium. The Lender has the right to terminate the Agreement exclusively in the following situations:

- 8.2.1. The Borrower fails to observe the terms and conditions set forth in the Agreement or Rules;
  - 8.2.2. The Borrower loses his or her creditworthiness;
  - 8.2.3. The Lender concludes that the statement or documents submitted by the Borrower are incomplete or inconsistent with the factual or legal status.
  - 8.2.4. Occurrence of circumstances described in point 6.2.
  - 8.2.5. The Borrower refuses to pay his/her financial liabilities or threatens the health and lives of the persons performing Customer services on behalf of the Lender.
- 8.3. If the Agreement is terminated, the Borrower is obliged to pay hi/her Debt no later than until the day that precedes Agreement termination.
9. Withdrawal from the Agreement:
- 9.1. The Borrower has the right, without stating the reason, to withdraw from the Agreement within 14 (fourteen) days from the date of its conclusion by submitting a written notice as provided in the withdrawal notice specimen, which is annexed to the Rules. The Borrower is entitled to submit a notice of withdrawal from the Agreement without the notice's specimen. Submitting a statement of withdrawal from the Agreement by the Borrower, it shall be considered not concluded.
  - 9.2. The Borrower has the right, without stating the reason, to withdraw from the Agreement within 14 (fourteen) days from the date of its conclusion by personally submitting a notice of withdrawal to the Lender or by sending a notice of withdrawal to the address of the Lender's registered office. A specimen of a notice for withdrawal is annexed to the Agreement and the Borrower confirms its receipt. If the Borrower exercises the right to withdraw from the Agreement, the Borrower shall immediately return to the Lender the Total Loan t plus interest for the period from the date of Disbursement Day to the date of actual repayment, but no later than within the period of 30 (thirty) days as provided for in Art. 54 point 2 of the Act of 12 May 2011 on consumer credit (Dz. U. of 17 June 2011., No. 126, item. 715). Repayment of the Total Loan Amount plus interest for the period from the Disbursement Day to the date of actual payment shall be made by the Borrower by transfer to the bank account of the Lender or in person at the Lender's registered office, and in such a situation the date of actual repayment is the date of transferring the Total Loan Amount to the Lender with interest for the period from Disbursement Day to the date of actual repayment made by the Borrower.
10. Security:
- 10.1. If the Parties agree so, the Borrower shall secure the Lender with a blank bill of exchange with "not for order" clause or an equivalent one. Methods for filling out the blank bill, presenting it for payment and returning to the Borrower are provided for in the bill of exchange declaration, which is annexed to the Rules.
11. Representations
- 11.1. The Borrower represents that prior to signing the Agreement he/she:

	YES	NO	COMMENTS:
received an informational document from the Lender about the Loan that is the subject of the Agreement.			
is acquainted with the content of this Agreement and annexed Rules.			
was informed about the right of withdrawal from Agreement			
received a draft of the Agreement with the annexed Rules and a Fees Table as well as a specimen of a notice of withdrawal from the Agreement.			

was given any clarifications regarding the content of the Agreement and its provisions, and his/her inquiries were answered in a way that enables him/her to decide about the Agreement. I have no doubts as regards the meaning of individual provisions of the Agreement.			
received a repayment schedule			

- 11.2. The Borrower undertakes to inform the Lender over the term of the Agreement and pursuant to the terms and conditions indicated in the Rules about changes in information and data provided to the Lender when applying to conclude the Agreement.
- 11.3. The parties agree that the Lender has the right to sell part or all of his/her receivables to a third party, including receivables that are not yet due which he/she is entitled to under the Agreement with the Borrower.. The Borrower gives his/her consent to transfer his/her personal data to the buyer of receivables, which are the subject of an agreement on the sale of receivables referred to in the foregoing sentence, for purposes related to the fulfilment of the Agreement. If receivables under the Agreement are sold to a third party, the Borrower gives his/her consent to change the entity performing loan servicing pursuant to a concluded agreement on the sale and purchase of receivables.
- 11.4. The Borrower expressly declares that the level of his/her income and liabilities allow him/her to fully repay the Debt under the Agreement.
- 11.5. The Lender is entitled to transfer the Borrower's data to offices of commercial information operating under the act of 9 April 2010 on disclosing commercial information and exchanging commercial data (Dz. U. No. 81, item 530, as amended), in accordance with the provisions of applicable laws and observance of the conditions set forth in these provisions. The data of the Borrower may be disclosed to Biuro Informacji Gospodarczej InfoMonitor S.A. with a registered office in Warsaw and other entities cooperating with Lender.
- 11.6. The controller of personal data is EUROCENT Spółka Akcyjna with a registered office in Kraków at 9D Młodzieży Street. Personal data are processed for purposes related to the fulfilment of the Agreement, including the assessment of capability to repay the liabilities contracted under the Agreement, direct marketing of own products or services or the services of the controller of personal data, pursuing claims, as well as archiving and marketing purposes. Pursuant to the provisions of the Act of 29 September 1997 on personal data protection, you can access your data and have the right to amend them.
- 11.7. Any complaints and objections to personal data processing for marketing-related purposes should be submitted in writing to the following address: EUROCENT Spółka Akcyjna, ul. Młodzieży 9D, 30-829 Kraków, or via e-mail to: biuro@eurocent.pl
- 11.8. The Borrower declares that:

	YES	NO	COMMENTS:
he/she gives consent to receive information related to the fulfilment of this Agreement sent via electronic form to the e-mail address provided in the Application			
he/she gives consent to provide commercial information via means of electronic communication in accordance with the provisions of the act of 18 July 2002 on electronic services (Dz. U. No. 144, item 1204, as amended) and has been			

informed about the possibility to withdraw the consent at any time			
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- 11.9. The Borrower should send complaints related to the Agreement in writing to the registered office of the Borrower: ul. Młodzież 9D, 30-829 Kraków.
- 11.10. The Lender is obliged to process a complain within the statutory period of 30 days from receipt, pursuant to art. 6 of the act of 5 August 2015 "on processing complaints by financial market entities and the financial information officer" (Dz. U. of 2015, 1348); in particularly complicated cases, the Lender reserves the entitlement resulting from art. 7 of the said act to process a complaint within a 60-day period after informing the Borrower about the reasons for such delay, the circumstances that have to be examined to process the case, the predicted term of completion, and informing about the decision.
12. Final Provisions:
- 12.1. The Chairman of the Office of Competition and Consumer Protection represents the supervision authority relevant to consumer protection matters, which includes the Borrower.
- 12.2. Changes to his Agreement shall be made in writing by way of amendments and shall be otherwise considered invalid, with the exception of changes in the Annual Interest Rate, changes in the Price Table, which occur in accordance with the procedures laid down in this Agreement, and changes in the Terms and Conditions. The table enclosed to the Agreement is its integral part.
- 12.3. Any disputes resulting from the Agreement shall be settled by a locally competent common court.
- 12.4. TERMS AND CONDITIONS for granting cash loans is the annex to this Agreement - EUROCENT Spółka Akcyjna.
- 12.5. In matters not covered in this Agreement the relevant provisions of the Terms and Conditions, tje act on consumer credit, the Civil Code, and other applicable provisions of Polish law shall apply.
- 12.6. This Agreement has been drawn up in 2 (two) identical copies, one for each of the Parties.

Signature of the  
authorised  
representative of the  
Lender - name and  
surname Date of  
signature - Signed in

Borro  
wer's signature -  
name and  
surname  
Date of