

LOAN AGREEMENT №.....

This Loan Agreement is made on [●] between the following parties:

I. ITF GROUP JSC, UIC 202255877, having its seat and registered address in the city of Sofia 1303, Vazrazhdane region, 84-86 Aleksandar Stamboliyski Blvd., Urban Model Business Center, 12th floor, registered in the register of financial institutions kept by the Bulgarian National Bank (BNB) with number BGR00298, represented by the chief executive officers – Filip Dobrinov and Svetoslav Angelov, hereinafter referred to as **"the Creditor"**;

and

II. [●], PIN [●], holder of ID Card № [●], issued on [●] by the Ministry of Interior – city of [●], with permanent address: [●], mailing address [●], mobile phone: [●], email: [●], hereinafter referred to as **"the Borrower"**

THE PARTIES HEREBY AGREED AS FOLLOWS:

**I. PURPOSE AND
SUBJECT MATTER OF THE AGREEMENT:**

- 1.1. The Creditor shall grant the Borrower a Loan in the amount of BGN [●].
- 1.2. The Borrower shall use the loan for the purposes of financing his/her own needs and/or to finance a service they have been granted.
- 1.3. The Borrower shall owe the Creditor
 - 1.3.1. Annual interest for use of the loan in the amount of [●]%, and for the period of the loan, the Borrower shall owe the Creditor an interest for use of the loan in the amount of BGN [●];
 - 1.3.2. Principal in the amount of BGN [●]
 - 1.3.3. Total amount due BGN [●].
- 1.4. Each of the guarantors shall hereby agree and undertake to be jointly liable with the Borrower for all his/her obligations under this Loan Agreement, including for all repayment installments, principal, interests, fees, penalties, expenses, etc.
- 1.5. The annual percentage rate is calculated with the formula under Annex 1 of the Transitional and Final Provisions of the Consumer Loan Act and shall be [●] %.
- 1.6. The Creditor shall grant the loan to the Borrower in the following way:
 - 1.6.1. The Creditor shall grant the loan in the amount of BGN [●] to the following bank account of the Borrower/ through the ePay.bg system
Bank: [●]
IBAN: [●]
BIC: [●]
Account holder: [●]

1.7. Not later than the end of the next day, as from the date of entering of this loan agreement, the Borrower shall be obliged to provide the Creditor with the following collaterals for the loan:

- a) a bank guarantee, or
- b) a guarantee by at least two natural persons

1.8. The Borrower shall provide collateral in the form of a bank guarantee by submitting the original bank guarantee certificate and a copy of the agreement between the respective bank and the Borrower for issue of bank guarantee. The bank guarantee should contain irrevocable and unconditional statement by the respective Bank that if the Borrower shall fail to pay any of his/her monetary obligation under the Consumer Loan Agreement, the bank shall pay the Creditor all amounts due by the Borrower on the first business day after the date of receipt of the Creditor's first written request. The bank guarantee should cover all the amounts payable by the Borrower to the Creditor under the Loan Agreement and should be valid for a period not shorter than the loan period plus 6 (six) months. The bank guarantee certificate and a copy of the agreement between the respective bank and the Borrower for issue of bank guarantee shall be submitted not later than the end of the next day after the date of signing this agreement by sending a scanned copy of the documents to the Creditor's email: support@smilecredit.bg and by sending these documents to the Creditor's address by courier service.

1.9. The Borrower shall provide collateral in the form of a guarantee by ensuring at least two guarantors who shall be jointly liable for the Borrower's obligations under the Loan Agreement. In this case the Borrower shall be obliged to provide the Creditor with full and correct details about the identity of the guarantor/s, such as: full name, PIN, address /permanent and current address/, ID card details, employment, mobile phone, current email, etc. Not later than the end of the next day after the date of entering into the loan agreement, guarantors should provide details about themselves – personal data and details about their creditworthiness, including but not limited to information about valid employment contract, employer, property status, etc. Upon its own discretion and with view of the Borrower's creditworthiness, the Creditor may request the Borrower to ensure more than two guarantors with view of receiving the loan. The guarantors should always be natural persons and each of them should meet the following requirements: net amount of insurable earnings in the amount of BGN 1500; age of 20+; permanent employment contract; at least 5 years of service and contributory service; not to be borrowers or guarantors under another loan agreement, including with the Creditor; no unpaid social security contributions for the last two years; no payables to other credit or financial institutions, and if they have – the credit history of the guarantor in the Central Credit Register at the Bulgarian National Bank for the last year should be with status not worse than "Regular". The Creditor shall not be obliged to, and upon its own discretion with view of the credibility and solvency of the respective guarantor may, refuse to accept the guarantors proposed by the Borrower. Each of the guarantors should give their consent to be a guarantor pursuant to the Provision of Remote Financial Services Act and under the terms and conditions of the General Conditions to this agreement not later than the end of the next day after the date of entering into this agreement.

II. TERM OF VALIDITY

2.1. The term of the loan under this agreement shall be [●] months and shall commence on the date of sending the loan amount under item 1.6.1 of this agreement to the Borrower's account or to its micro-account in the ePay.bg system.

III. REPAYMENT OF THE LOAN

3.1. The loan shall be repaid by paying the entire principal of the loan and all interests, fees, expenses and other amounts payable. The loan shall be repaid in equal monthly repayment installments in an amount and on a maturity date fixed in the repayment scheme being Annex N^o 1 to this Loan Agreement.

3.2. In case of Borrower's failure to fulfil the obligation to repay the loan, the Borrower shall owe the Creditor the statutory interest, the fees, expenses, etc. within the time periods and under the conditions of this agreement, the General Conditions applicable thereto and the valid Tariff of the Creditor.

3.3. In case the Borrower shall fail to ensure and present reliable guarantors in timely manner, including if any of the specified guarantors shall fail to give their consent pursuant to this agreement and the general conditions thereto, or if the Borrower shall fail to provide the Creditor with due Bank guarantee in timely manner, or if the Borrower shall fail to establish another due collateral pursuant to this loan agreement, or if the validity of the guarantee, bank guarantee or collateral shall be anyhow terminated, the Borrower shall owe the Creditor a penalty in total amount of BGN [●] The penalty shall be charged on monthly basis as from the expiration of the time period for provision of such collateral. Penalty shall be due only for periods during which the loan has not been secured. To this end, if the Borrower shall provide due collateral of the loan, even after the expiration of the time period for provision thereof, the penalty shall not be charged any more. In case the validity of the collateral shall be terminated, irrespective of the reasons thereof, the penalty shall be charged again as from the date of termination of the collateral's effect. If the time period for which a penalty has been charged shall be less than the time period between two repayment installments, the penalty shall be charged on day-by-day basis in the amount of 1/30 of the monthly penalty. Any penalty charged shall be paid together with the next repayment installment of the loan, according to the agreed repayment scheme.

The Borrower shall pay the Creditor an out-of-court collection fee with respect to overdue loan payables, when payment of one or more repayment instalments is delayed as regards the fixed maturity date under this Loan Agreement and the repayment scheme thereto. Such fee is in the amount as set out in the Creditor's tariff applicable as at the date of the delay. The fee under this paragraph shall be used to cover the administrative expenses of the Creditor related to the latter's activities for collection of required overdue payments under the Loan Agreement (including but not limited to phone calls, reminder letters, attorney's fees, etc.) and shall be due until fully repaid. The amount of the fee may be changed unilaterally by the Creditor in case of material change of the expenses related to the activities for collection of overdue receivables, where such change shall be beyond the Creditor's control (including but not limited

to change of the phone call prices, change of mail services prices, etc.). The Creditor shall inform the Borrower about the change of the fees by publishing a notice on its website indicating the effective date of the new fees.

IV. FINAL PROVISIONS

4.1. The general conditions of ITF GROUP AD applicable to consumer loan agreements for Credit in Installments shall be integral part of this agreement.

4.2. This agreement shall be entered into in compliance with the provisions of the Provision of Remote Financial Services Act, the Consumer Loan Act and the applicable Bulgarian legislation, as well as the general conditions applicable to this agreement.

FOR THE CREDITOR:

BORROWER:

The undersigned, Desislava Georgieva Teodosieva, duly sworn translator, certify herewith that my translation of the attached document – Loan Agreement, from Bulgarian to English language is true and accurate. This translation consists of four pages.

Sworn translator:

Desislava Georgieva Teodosieva