

CONTRACT

FOR CONSUMER CREDIT TYPE "CREDIT LINE"

DATE AND PLACE	
Date:	
Place:	

CONTRACTING PARTIES			
Party 1, referred to as below "Cash Credit":		Party 2, referred to as below "Borrower":	
<u>CREDITOR: "Cash Credit MOBILE" EAD</u>		Name:	
UIC:	202376220	PID:	
Address:	Sofia 1345, 1 Kukush Str., Business Center "Electron", floor 3	ID №:	
Represented by:	D.Georgiev Z.Yanakieva-Atanasova (Executive Directors)	Issued by:	
<u>DISTRIBUTOR: "Fintech Services EAD"</u>		From:	
UIC:	200661612	Mobile Telefon:	
Address:	Sofia 1345, 1 Kukush Str., Business Center "Electron", floor 3	Home Telefon:	
Represented by:	D.Georgiev Z.Yanakieva-Atanasova (Executive Directors)	With permanent address:	

Today, on the date and place listed above was concluded Consumer Credit Agreement type "Credit Line", referred to as the Agreement, between the Cash Credit Mobile and the Borrower, together referred to as the Parties below.

I. SUBJECT MATTER OF THE CONTRACT

Art. 1. **(1)** Cash Credit provides the Borrower with the consumer credit type "credit line" described in the Agreement, and the Borrower uses it according to the terms and conditions stipulated in the Contract, in accordance with the General Terms and Conditions of the services provided by Cash Credit (referred to as Below the General Terms and Conditions), as amended, at any time during the term of the Agreement. The Borrower has the right to disburse and repay repeatedly totally or partially reimbursed amounts up to the amount of the credit limit granted, before any new Request for disbursement is carried out assessment of the Borrower's creditworthiness. The Borrower expressly agrees that any subsequent request for allocation and disbursement shall be made by means of short text messages (SMS, USSD) and by telephone calls with Cash Credit, via electronic channels and the General Terms and Conditions applicable to them.

(2) The Borrower agrees within five days of an approved request for disbursement of any amount within the credit limit under this Contract to provide as collateral for its loan a guarantee from two individuals hired on an open-ended contract with a minimum gross monthly remuneration For each amount of BGN 1500, approved by the Creditor company guarantor or an irrevocable and unconditional bank guarantee from a bank approved by Cash Credit EAD in accordance with a list of banks approved by the Creditor available on the web-page <https://cashcredit.bg/>

(3) The Borrower undertakes, under the terms and conditions of this Agreement, to repay the credit granted and to pay the agreed interest and other costs under the Agreement, the General Terms and the applicable repayment schedule applicable to each disbursement.

(4) Cash Credit provides to the Borrower a "credit line" credit type with the following parameters:

1	Minimum amount, which could be disbursement	BGN 200.00
2	Credit limit	
3	Interest rate at maximum loan term	%
4	Collateral	<ul style="list-style-type: none"> • Guarantee of two individuals hired on an open-ended employment contract with a minimum monthly gross remuneration for each amounting to BGN 1500 Or <ul style="list-style-type: none"> • Irrevocable and unconditional bank guarantee from a bank approved by the creditor; Or <ul style="list-style-type: none"> • Assurance from a company approved by the Creditor.
5	Terms of disbursement of the credit	By bank transfer, cash or other available means.
6	Terms of repayment	Annuity installments under a repayment plan for each amount disbursed.
7	Annual percentage rate of charge for the maximum credit period	50% by the following assumptions: it is assumed that the credit is granted for a period of one year from the date of its initial disbursement and that the final payment made by the borrower repays the outstanding principal, interest and other costs, if any; The principal is repaid by the borrower in equal monthly installments and the repayment begins one month after the date of its initial disbursement; In cases where the principal has to be repaid in full by a single payment within each repayment period, it is assumed that subsequent drawings and repayments of the full principal amount made by the borrower occur within a one-year period; Interest and other charges shall be accrued in accordance with those drawings and repayments of the principal and under the provisions laid down in the credit agreement.

II. DISBURSEMENT AND REPAYMENT OF CREDIT

Art. 2. **(1)** The Borrower has the right to request and disburse cash amounts under the Contract up to the amount of the credit limit and shall be obliged to pay the installments for their repayment according to the repayment schedule applicable to the respective amount.

(2) The disbursement of amounts shall be requested by the Borrower by submitting Request for disbursement at Distributor's office or by means of the available remote communication channels such as e-mail, web site, mobile applications, IMs and short text messages (SMS, USSD), and calling call center, subject to the applicable Terms and Conditions.

(3) The Borrower may disburse the credit amount by means of bank transfer, in cash at Distributor's office where the Borrower has applied. When using the amount by bank transfer or via Cash Card, the amount is considered as

taken from the moment the transfer is made. In the event that exceptional circumstances arise preventing the provision of the credit on the Bank or the Cash Card specified by the Borrower, the credit will be paid in cash at the Distributor's office where this Agreement is signed.

(4) Any amount under the Agreement shall be granted after an assessment of the Borrower's creditworthiness.

(5) Upon refusal to grant a credit line type on a Loan Application submitted, the Borrower shall have the right to apply again not earlier than 2 (two) months after receipt of the refusal.

Art.3. **(1)** Payment of amounts owed by the Borrower under the Agreement shall be made by bank transfer to an account with IBAN: BG88RZBB91551000677842 BIC: RZBBBGSF Bank: Raiffeisenbank EAD, at the Distributor's office or through other ways expressly indicated on the Creditor's website.

(2) All payments shall be deemed to have been made as of the moment of their receipt in cash or as specified in Art. 3, para. 1 bank account.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 4. The Borrower has the right to withdraw from the Contract within 14 days of the date of its conclusion as well as the right to early repayment of the loan and the terms and conditions for exercise of these rights are listed in the General Terms and Conditions of this Agreement.

Art. 5. All costs associated with the repayment of the credit and other amounts due under this Agreement, such as bank charges and similar, are borne by the Borrower. When the Borrower exercises the right to withdraw from the Loan Agreement, he returns the principal to designated Cash Credit account and pays the statutory interest for the period from the date of utilization of the loan to the date of repayment of the principal without delay, and no later than 30 (thirty) calendar days from the sending of the notification to Cash Credit to exercise the right of withdrawal.

Art. 6. The Borrower has the right to request, upon repayment of the principal under the Contract, to receive, free of charge, at any time of execution, an account statement in the form of a repayment schedule for the payments made and forthcoming.

IV. NON-PERFORMANCE

Art. 7. In case of overdue payment of the loan and / or other amounts due under the terms of this Agreement, the Borrower shall be liable to Cash Credit for the amount of the current statutory interest at the time calculated on the unpaid amount for the time of the delay, together with court and extrajudicial debt collection costs, all delays and non-payments on credit, are reflected in the Central Credit Register (CCR). The costs of collecting the claim include the cost of sending SMS messages and reminder letters, the cost of making reminder call, the cost of visiting the borrower at the declared address specified by an employee of the creditor, and the costs of engaging human resources in the process of Collection of the claim. The parties agree that the amount of the debt receivable by the Borrower of the Creditor for the collection of the claim under the preceding sentence shall not exceed BGN 100 per month. A protocol is drawn up for the employee's visit, and if the person is not found at the specified address, a sticker is attached.

Art. 8. The borrower owes the statutory interest also when exercising his right of withdrawal under Art. 4, if he has not paid all due amounts within the term of the repayment plan.

Art. 9. In the case of partial payment the due amount are repaid in the following order: fees, interest, principal.

Art. 17. (1) The creditor shall be obliged to reply on any objection of the Borrower under the Loan Agreement within 30 days, in case it fails to do so or the reply does

V. TERM OF CONTRACT AND TERMINATION

Art. 10. This Agreement is concluded for an indefinite period.

Art. 11. (1) The Borrower shall have the right to terminate the Contract by giving a one-month written notice.

(2) Cash Credit has the right to terminate the Contract by giving 2 months written notice.

VI. OTHER TERMS

Art. 12. (1) In the case the Borrower delays to repay any of the amounts due under this Contract for more than 60 days, Cash Credit has the right to transfer its rights and obligations under this Agreement to a third party for the purpose of collecting the due payment .

(2) In the cases under art.12. 1, Cash Credit shall notify the Borrower of the transfer by e-mail or through a short text message (SMS).

Art. 13. (1) The Parties agree that any communication between them in connection with the conclusion and performance of the Contract shall be in writing, send in electronic way such as e-mail, web site, mobile applications, IM messages and short text messages (SMS, USSD), or including those that are automatically generated and/or sent by the Cash Credit's System and call from a call center.

Art. 14. The address of the Consumer Protection Commission, as controlling body, is Sofia, 4A Slaveikov Square, floor 3, 4 and 6.

Art. 15. By signing this Agreement, the Borrower declares that:

(1) its financial condition allows it to fulfill its obligations;

(2) is familiar with the lending conditions offered by other financial institutions and makes an informed decision to conclude this Agreement;

(3) does not consider the terms of the Cash Credit Agreement to be extremely inappropriate, but considers them to be reasonable, acceptable and market-responsive;

(4) agrees to be visited at the address specified by the Cash Credit employees.

(5) is not forced by Cash Credit to take credit;

(6) has been informed for all conditions related to the granting of the loan and has been informed of all the obligations under the concluded Contract.

Art. 16. (1) For all matters not covered by this Agreement, General Terms apply. In the event of a conflict between clauses of the General Terms and Clauses of this Agreement, the terms of the Agreement shall prevail.

(2) The Borrower confirms that he has received the mandatory pre-contractual information under the Consumer Credit Law and the Financial Distance Services Act.

Art. 19. This Agreement is governed by Bulgarian law and any disputes arising out of or relating to it, including disputes arising out of or relating to its

not satisfy the Borrower the dispute may be referred for consideration by a Conciliation Commission; in front of which either party may claim compensation.

(2) The Borrower shall have the right to refer to the Financial Sector Conciliation Committee to the CPC established by the procedure of Chapter Ten, Section Three of the CPA.

Art. 18. The Borrower agrees and confirms that the amount received under this contract will not be used for (i) gambling, (ii) trade or manufacture of tobacco, radioactive substances, weapons, ammunition, alcoholic beverages (except beer and wine), decomposed asbestos fibers and/or (iii) any illegal substances and/or materials, as well as performing activities declared by the Republic of Bulgaria to be illegal and/or criminal.

interpretation, invalidity, performance or termination, as well as disputes concerning the filling of gaps in the contract or the adaptation to new circumstances, will be settled by the competent court in the Republic of Bulgaria.

Art. 20. The Borrower and the Creditor agree to terminate by mutual agreement, as of the date of signing this contract, the following Credit Line type credit agreements concluded between them:

Framework Contract (s) No

This Agreement is signed in two identical copies - one for each party.

Date:

For Cash Credit Mobile EAD:

For the Creditor:

.....
/Name, Surname/

.....
/Name, Surname/

.....
/Signature/

.....
/Signature/