

LOAN AGREEMENT No.

2020-.....-..... , 10:13:29 concluded

between:

1. Expresse -Finances BANK with its registered office in Białystok, ul. Cieszyńska 3A lok 307; 15 - 371 Białystok, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court in Białystok, XII Economic Division of the National Court Register under No. 0000617270; represented by Member of the Management Board Sabina Pakieła; holding share capital of PLN 200,000.00, hereinafter referred to as the "Lender", for which intermediation services are provided by:

Expresse -Finances BANK, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Białystok XII Commercial Division of the National Court Register under number 0000355948, with its registered office in Białystok, ul. Kard. St. Wyszyńskiego 2B, p. III, 15-888 Białystok, NIP 966 202 93 90, REGON 200358089, holding share capital of PLN 1,500,000, hereinafter referred to as the "Intermediary",

2., address:.....PESEL:, ID card number and series: hereinafter referred to as the "Borrower", with the following contents:

§ 1

Costs associated with the provision of the
Loan Together with a SIMULATION of the
costs of the Loan,

in the event of a Loan being granted under promotional terms and conditions and failing to meet the
Repayment Deadline (standard terms and conditions)

Loan - Loan Disbursed - as at (within the Maximum Loan Limit)									
Loan amount		Capital interest	RSO	Commission	Total cost	total Amount payable	RRSO	es credit	Repayment Term
promotional conditions	PLN								
standard conditions	PLN								
Maximum Loan Limit - as of									
Loan amount		Capital interest	RSO	Commission	Total cost	total Amount payable	RRSO	Period	Repayment Term
promotional conditions	PLN								
standard conditions	PLN								
cost of the Amount to be Used - as of (within the Maximum Loan Limit)									
Loan amount		Capital interest	RSO	Commission	Total cost	total Amount payable	RRSO	es credit	Repayment Term
promotional conditions	PLN								

standard conditions	PLN								

§ 2

Information on the Loan

1. This Loan Agreement forms the basis for the disbursement of the Loan Amount and the submission of an Application for the payment of the Additional Amount within the Maximum Loan Limit established in § 1 of the Agreement.

Loans.

2. If the Loan Amount is less than the Maximum Loan Limit, the Borrower shall have the right to request the Disbursement of an Additional Amount up to the Maximum Loan Limit (Amount to be Used). If the Loan Amount is equal to the Maximum Loan Limit, the Lender will refuse to pay the Additional Amount.

3. The subject matter of the Agreement is the granting of the Loan, which is a short-term consumer credit within the meaning of the Consumer Credit Act, in accordance with the terms and conditions set out in the Framework Agreement

The Loan and the Website Rules, the regulations of which are an integral part of the Agreement

Loans.

4. The Loan shall be deemed to have been granted upon the transfer of the Loan Amount in accordance with the Borrower's instructions. The date on which the transfer is made shall also be deemed to be the date on which the Parties conclude the Loan Agreement. (5) The Loan Agreement shall be amended with respect to the Loan Amount and the Total Cost of the Loan if the Additional Amount is disbursed in accordance with the Additional Amount Disbursement Terms. The Additional Amount shall be disbursed on the basis of and in accordance with the Additional Amount Disbursement Request submitted and within the Maximum Loan Limit.

(6) If the sum of the Loan Amount and the Additional Amount previously disbursed is less than the Maximum Loan Limit, the Borrower shall have the right to make an Application for Disbursement of the Additional Amount up to the Maximum Loan Limit. If the sum of the Loan Amount and the Additional Amount is equal to the Maximum Loan Limit, the Lender will refuse to pay the Additional Amount.

6. The Borrower may only obtain a Drawdown of the Additional Amount during the Drawdown Period applicable to the Borrower and resulting from the Drawdown Period Table, i.e. during the period of time during which the Borrower may effectively submit a Drawdown Request, after which the entitlement will expire.
7. The Additional Amount can be paid out 3 times during the Period to obtain the Additional Amount.
8. The Additional Amount disbursed on the basis of an Additional Amount Disbursement Request shall increase the Loan Amount in accordance with the terms and conditions stipulated in the Loan Agreement and in the Additional Amount Disbursement Terms and Conditions. The Additional Amount may not be less than PLN 100 and greater than the difference between the Maximum Loan Limit and the Refinancing Loan Amount (including the Additional Amounts).
8. The transfer of the Loan Amount shall take place as soon as the Lender has taken a positive decision to grant the Loan, no later than within 24 hours.
9. If there is any doubt as to the Borrower's ability to repay the Repayment Amount, following the creditworthiness assessment, the Lender may request the production of a Document to substantiate such repayment.
10. In the event that the Borrower is required to provide a Document to substantiate the Borrower's ability to repay the Repayment Amount, the Lender shall decide whether or not to grant the Loan immediately upon receipt of such Document.

11. The decision to grant a Loan is taken after analysis of the attached Document authenticating the ability to repay the Repayment Amount, but no later than within 24 h of receipt of the Document.
12. The Loan Agreement is concluded for a fixed term until the date of repayment of the Amount to be repaid by the Borrower.
13. The Borrower undertakes to repay the Repayment Amount by the Repayment Deadline. In case of doubt, the Repayment of the Additional Amount in accordance with the Additional Amount Repayment Terms shall not extend the Repayment Term of the Loan.
14. The Borrower may repay the Repayment Amount in whole or in part at any time before the Maturity Date arrives. Prior to repayment, the Borrower shall reduce the Total Cost of the Loan by those costs which relate to the period by which the Term has been reduced. If the Borrower intends to repay the Repayment Amount before the Repayment Deadline, the Borrower should contact Customer Service (85 871 00 52) by telephone via email and inform them of the date of the planned repayment in order to be informed of the current amount of the Repayment Amount as of the indicated date.
15. The Borrower shall transfer the Repayment Amount to the Intermediary's Bank Account no. 73. 1020 1332 0000 1302 0775 5145.in the title of the transfer write: Loan repayment numberPESEL:....."

§ 3

Capital interest

1. The Loan may be granted under the terms and conditions of the Promotion as set out in the Promotion Terms and Conditions and in the Table set out in the Loan Agreement (§ 1). In the event of ineffective expiry of the Loan Repayment Term, the terms and conditions of the Promotion shall expire and the Borrower shall be obliged to pay to the Lender all standard fees, Commissions, capital interest in an amount appropriate to the Loan Amount disbursed and the Additional Amount, if any, in accordance with the loan cost simulation presented above.
2. The Lender shall have the right to charge capital interest for each day of use of the Loan in the amount of twice the sum of the reference rate of the National Bank of Poland and 3.5 percentage points, i.e. twice the statutory interest indicated in Article 359 § 21 of the Civil Code (maximum interest). In the event of an increase in the interest rate, triggered by a decision of the Monetary Policy Council, the Lender is entitled to increase the amount of interest, but is not obliged to do so. The appropriate amount of capital interest is indicated in the Loan Agreement and in the individual Additional Amount Payment Conditions. The Lender shall charge a capital interest rate of 20.5% per annum.

§ 4

Interest on late repayment

If all or part of the Repayment Amount is not repaid by the Repayment Date, the Lender shall be entitled to charge interest for late payment in an amount equal to twice the sum of the reference rate of the National Bank of Poland and 5.5 percentage points (maximum interest for late payment). The interest rate on the overdue loan is variable and amounts to 24.5% per annum.

§ 5

Procedure for changing the rate of interest on capital and default interest

1. A change in the rate of interest on capital interest and interest for late payment takes place upon a change in the NBP reference rate. Changes in the value of the reference rate are made by the Monetary Policy Council and made available on the NBP website <http://www.nbp.pl/home.aspx?f=/dzienne/stopny.htm>.

2. The Borrower shall immediately receive, on a Permanent Medium, information on the change and the current amount of the NBP reference rate if the Lender changes the value of the interest.
3. The lender may charge interest at the revised rate from the day following the change in the value of the NBP reference rate.

§ 6

Withdrawal from the Agreement

1. The Borrower shall have the right to withdraw from the Loan Agreement without giving any reason within 14 days of the conclusion of the Agreement, i.e. the disbursement of the Loan Amount. A specimen of the Withdrawal Statement is sent to the Borrower at the conclusion of each Loan Agreement in a durable medium. The template is also available in the Customer Profile in a form that allows its free saving and printing.
2. A Borrower who has made a declaration of withdrawal from the Framework Loan Agreement, the Loan Agreement is obliged, no later than 30 days from the date of withdrawal, to repay the Loan Amount.
3. The Lender shall not charge any additional fees other than those indicated in the Loan Agreement, the Additional Amount Drawdown Terms and those resulting from the Table of Fees and Commissions. The Lender shall not charge capital interest for a period of 30 days from the date of submission of the withdrawal declaration, i.e. until the deadline for repayment of the loan principal as specified in Article 54(2) of the Consumer Credit Act of 11 May 2011. The Lender shall also not charge the Borrower with the costs of its collection activities.
4. In the event of non-payment of the loan by the date indicated in paragraph 3 of this section, the Borrower shall be liable to pay late interest, calculated on a daily basis at

§ 7

Application of the provisions of the Framework Loan Agreement

The Framework Loan Agreement shall indicate to the Borrower all information required by Article 30 of the Consumer Credit Act. The provisions of the Framework Loan Agreement shall apply to the Loan Agreement, including in particular:

1. Definition of terms,
2. Conditions of the Loan,
3. the terms and timing of repayment of the Repayment Amount, including in particular the order in which payments are credited to the Lender,
4. information on the costs that the Borrower is required to pay in connection with the Loan Agreement,
5. the interest rate of the loan and the conditions for changing it,
6. the annual percentage rate of interest on past-due debt and the conditions for its modification as a result of the ineffective expiry of the Repayment Term,
7. consequences of non-payment,
8. the date, manner and consequences of the Borrower's withdrawal from the Loan Agreement,
9. the Borrower's right to repay the Repayment Amount before the Repayment Date, and the procedure for early repayment.
10. the identification of the supervisory authority competent in matters of consumer protection.
11. information about the possibility to contact the Financial Ombudsman to initiate an out-of-court dispute resolution and to refer the case for resolution through the OD platform. Further information is available on the Website and in the Master Loan Agreement.

§ 8

Final provisions

1. The Lender shall be entitled to assign the claim pursuant to Article 44 of the Consumer Credit Act. Notification of the assignment of the claim, the Borrower shall receive on a Durable Medium at the e-mail address, unless the performance is still to be made in the hands of the Lender
2. The Framework Loan Agreement supplements the provisions of the Loan Agreement. At the conclusion of each Loan Agreement, the Borrower shall receive, on a Durable Medium, the Master Loan Agreement so that he may consult its provisions each time, particularly in order to recall the most relevant regulations.
3. Payment of the Additional Amount shall be made in accordance with the Additional Amount Payment Conditions and this document shall constitute an Amendment to the Agreement in respect of the Loan Amount and the Total Cost of the Loan. The provisions of paragraph 2 shall apply accordingly.
4. The model declaration of withdrawal from the Loan Agreement, the Table of Fees and Charges as well as the Loan Information Form (despite having been sent previously upon receipt of the Loan Application) are annexed to this Loan Agreement.
5. In matters not covered by this Agreement, the provisions of the Master Loan Agreement and the Website Rules and Customer Profile Rules shall apply.

LENDER

Expresse Finances BANK.
and surname

KRS No. 0000617270; Signature Sabina Pakieła ID No.
.....

BORROWER

ul. Cieszyńska 3A lok 307; 15 - 371 Białystok, Name

Address: e-
mail:.....
Account no:
PESEL :

MODEL DECLARATION OF WITHDRAWAL

Place, date

Borrower details:

(residential address)

(registered address)

(number and series of identity card)

(date of birth)

(PESEL)

Express Finances BANK
. Cieszyńska 3A lok 307; 15- 371
Białystok
contact@bank.expresse-Finances.com

STATEMENT
Withdrawal from the Loan Agreement

In accordance with my right of withdrawal within 14 days of the conclusion of the Agreement
I waive the Loan Agreement dated: _____, no. _____

I am aware that as a result of this withdrawal I am obliged to return immediately to the account of the
of the Intermediary under number 73 1020 1332 0000 1302 0775 5145 of the Loan Amounts

(name and surname)

(legible signature)