

ANNEX 5 TO

MONESTRO P2P OÜ LOAN ORIGINATOR AGREEMENT NO. 31082021

LOAN AGREEMENT

Date: [DATE]

Number of Loan Agreement: [NUMBER]



1. LENDER

Name:	Fresh Finance, UAB
Registry code:	304604645
Address:	Gynėjų g. 16, LT-01109 Vilnius
Telephone:	[NUMBER]
E-mail:	[ADDRESS]

2. LOAN INTERMEDIARY (IF APPLICABLE)

Name:	[NAME]
Registry code:	[NUMBER]
Address:	[ADDRESS]
Telephone:	[NUMBER]
E-mail:	[ADDRESS]

3. LOAN RECIPIENT

Name:	[NAME]
Personal ID code:	[NUMBER]
Residence:	[ADDRESS]
Telephone:	[NUMBER]
E-mail:	[ADDRESS]

4. SPECIAL TERMS OF LOAN AGREEMENT

Loan amount:	[AMOUNT] €
Type of loan:	[Consumer credit]
Amount of loan	[amount paid out to the loan's recipient]
Designated purpose of loan:	[DESIGNATED PURPOSE: refinancing, personal, family needs]
Disbursement of the loan:	Loan is paid to the bank account nr [NUMBER OF THE BANK ACCOUNT] of the [Loan Recipient]/[Creditor of the Loan Recipient to cover Loan Recipient's obligations under agreement nr [AGREEMENT NR] in the amount of EUR [DEBT AMOUNT].]
Last payment day:	[NUMBER] months
Number of instalments:	[NUMBER]
Due date for payment of instalment:	[NUMBER] day of each month in accordance with the Payment Schedule
Contract fee:	[AMOUNT] €
Interest:	Fixed interest rate [NUMBER] % per year
Management fee:	[AMOUNT] € per month
Default interest:	0.05 % per day
Percentage rate of charge:	[NUMBER] % per year
Total amount of payments	[total amount paid by the recipient: the loan PAID OUT plus total costs/charges of the credit]
Lenders bank account for payments	[Lender's bank account No. and bank name]

The General Terms and the Privacy Notice which apply to the Special Terms of the Loan Agreement are available on the Lender's home page www.punkfinance.lt and in the Client Environment.

ANNEX TO THE LOAN AGREEMENT

PAYMENT SCHEDULE

Payment date	Loan balance at the beginning of the period	Repayment of Loan principal	Contract fee	Interest	Management fee	Total monthly payment
[DATE]	[AMOUNT] €	[AMOUNT] €	[AMOUNT] €	[AMOUNT] €	[AMOUNT] €	[AMOUNT] €
[DATE]	[AMOUNT] €	[AMOUNT] €		[AMOUNT] €	[AMOUNT] €	[AMOUNT] €
[DATE]	[AMOUNT] €	[AMOUNT] €		[AMOUNT] €	[AMOUNT] €	[AMOUNT] €
	TOTAL:	[AMOUNT] €		[AMOUNT] €	[AMOUNT] €	[AMOUNT] €

GENERAL TERMS OF LOAN AGREEMENT

1. DEFINITIONS

Terms used in the general terms of a Loan Agreement (**General Terms**) have the following meaning:

- 1.1. **Annuity** is a condition of the preparation of a Payment Schedule according to which the Loan Recipient's monthly repayment of the Loan (including the repayment of the Loan's principal amount and Interest) is the same during the entire term of the repayment of the Loan, except for the last payment, which differs due to rounding off.
- 1.2. **Decision Period** is a period of 2 (two) calendar days, starting from the day Loan has been paid out to the Loan Recipient, during which the Loan Recipient has right without giving any reason to withdraw from the Loan Agreement and return the Loan to the Lender without paying Interests and any other fees, costs or compensation.
- 1.3. **Special Terms** constitute a material part of the Loan Agreement that includes the Loan Agreement's main terms and conditions, including the Loan amount, conditions governing the drawdown, interest rate, other fees of the Lender, etc.
- 1.4. **Fixed Principal Amount** is a condition of the preparation of a Payment Schedule according to which the Loan Recipient's monthly repayment of the Loan (including the repayment of the Loan's principal amount and Interest) includes the monthly repayment of the Loan's principal amount in the same amount each month.
- 1.5. **Management Fee** is a fee for the management of the Loan (Agreement), as agreed between the Parties in the Special Terms, and is included in the monthly instalment pursuant to the Payment Schedule.
- 1.6. **Price List** is the price list of the Lender's services published on the Website.
- 1.7. **Interest** is a fee for using money as agreed between the Parties in the Special Terms.
- 1.8. **Client Environment** is a limited access environment on the Webpage where the Loan Recipients can register themselves as users, identify themselves, submit loan and other applications and perform other operations (if applicable).
- 1.9. **Office** is the place, located at the Lender's address, where the Lender's services might be provided (if applicable).
- 1.10. **Total Cost of Credit** is the total amount of charges, interests and fees payable by the Loan Recipient with respect to the Loan Agreement calculated as of the time the Loan Agreement was entered into, adhering to the assumption that the Loan Agreement stays valid during the agreed term and the Parties perform the obligations arising therefrom within agreed deadlines.
- 1.11. **Percentage Rate of Charge** is the Loan Recipient's total cost of the credit accompanying the Loan expressed as a yearly percentage of the Loan, assuming that the Loan Agreement stays valid during the agreed term and the Parties perform the obligations arising therefrom on agreed terms and conditions and within agreed deadlines.
- 1.12. **Loan** is the loan amount specified in the Special Terms.
- 1.13. **Lender** is Fresh Finance UAB (registry code 304604645, address Gynėjų g. 16, LT-01109, Vilnius).
- 1.14. **Loan Agreement** is a loan agreement entered into between the Parties, which is comprised of Special Terms, General Terms, Payment Schedule, Privacy Notice, and their annexes and documents referred to therein.
- 1.15. **Loan Recipient** is a natural person who has entered into a Loan Agreement with the Lender.
- 1.16. **Contract Fee** is a one-time fee payable by the Loan Recipient for the processing of the loan application. For avoidance of doubt, the Lender has the right for the full Contract Fee upon a prescheduled performance of the Loan Recipient's obligations.

- 1.17. **Decision Period** means a period of 2 (two) calendar days which starts as of disbursement of Loan to the Loan Recipient, during which the Loan Recipient may withdraw from the Loan Agreement without giving any reason and return the Loan to the Lender without paying any compensation.
 - 1.18. **Additional Terms** are the terms of use of the Lender's chargeable additional service specified in the Price List.
 - 1.19. **Payment Schedule** is the (re)payment schedule of the Loan and other amounts that is annexed to the Loan Agreement.
 - 1.20. **Total Amount of Payments** is the total amount of payments made by the Loan Recipient to the Lender: Loan paid out plus the Total Cost of Credit.
 - 1.21. **Party and Parties** are the Lender and the Loan Recipient, jointly or separately.
 - 1.22. **Privacy Notice** is a document with which the Lender determines how it processes (e.g. collects, uses, discloses, stores, transfers, and deletes) the Loan Recipient's personal data and provides information to the Loan Recipient on the latter's rights as a data subject.
 - 1.23. **Information Form** is the Standard European Consumer Credit information form which includes pre-contractual information, as required by legislation, about the Loan offered to the Loan Recipient.
 - 1.24. **Business Day** is every business day from Monday to Friday, except for national holidays and other days not deemed as business days in Lithuania.
 - 1.25. **Website** is the Lender's website (if applicable).
 - 1.26. **Penalties** is the interest on late payments which the Loan Recipient is obliged to pay the Lender in the case of any delay in the performance of any financial obligations per each day of delay. The daily rate of the Penalties is equal to 0,05% unless the Parties have separately agreed otherwise.
- ### 2. THE LOAN RECIPIENT'S WARRANTIES
- By entering into the Loan Agreement the Loan Recipient represents and warrants that:
- 2.1. He/she is a citizen of the Republic of Lithuania and/or his/her permanent place of residence is the Republic of Lithuania;
 - 2.2. He/she has full active legal capacity and no legal proceedings concerning his/her legal capacity are pending;
 - 2.3. He/she has a complete understanding of his/her economic situation and his/her economic situation allows him/her to perform the Loan Agreement under the terms and conditions (incl. within the time limits) agreed upon therein;
 - 2.4. He/she does not enter into the Loan Agreement under the influence of drugs, alcohol or any other psychotropic substances or under the influence of any errors, fraud, treat or violence;
 - 2.5. The Loan Recipient has submitted to the Lender, when applying for the Loan, all the information and documents in which the Lender may have legitimate interest, and all the submitted documents are correct, accurate and up to date. The Loan Recipient is aware that the Lender has the right to presume and verify the correctness, accuracy, relevance and completeness of the information submitted by the Lender;
 - 2.6. The Loan Recipient has examined the Privacy Notice and agrees to that the Lender processes his/her personal data in accordance with the Privacy Notice;
 - 2.7. The Loan Recipient has received the Information Sheet, additional information about distance marketing of financial services, the Special Terms, and the General Terms, he/she has thoroughly examined them and the Price List, understood them and agrees to the content

- thereof. The Loan Recipient has received sufficient explanations of the specified documents from the Lender, he/she understands the risks involved and does not require any further information or clarification from the Lender;
- 2.8. The Lender has informed him/her of his/her right to obtain, during the term of the Loan Agreement, from the Lender free of charge a copy of the Loan Agreement and information about the repayments of the Loan;
- 2.9. The Lender has warned him/her that any failure to comply with the financial obligations arising from the Loan Agreement may have serious consequences (for example forced sale) and this may make obtaining of an additional loan from the Lender and/or any other creditors harder.
- 3. ENTRY INTO AND AMENDMENT OF THE LOAN AGREEMENT**
- 3.1. The Loan Agreement is deemed to have been entered into by the Parties upon its signing by hand or digitally by both Parties, when the Loan Agreement signed by both Parties has been received by the Lender.
- 3.2. The Special Terms of the Loan Agreement can be amended only by an agreement between the Parties. Upon amendment of the Special Terms, the Lender submits a duplicate of the Loan Agreement to the Loan Recipient on a durable medium without delay.
- 3.3. The Lender may unilaterally amend the General Terms, Price list and Privacy Notice if this is necessary to make them conform to the requirements arising from law, supervisory authorities requirements or when it is necessary to change the loan granting technological solutions. The Lender informs in advance about amendments. Upon not agreeing with the amendments, the Loan Recipient has a right to promptly withdraw from the Loan Agreement, notifying the Lender thereof by submitting an application in writing or in a format reproducible in writing no later than within 5 (five) calendar days and returning the remaining amount of the Loan, Interests and other fees payable according to the Loan agreement.
- 4. THE LOAN RECIPIENT'S NOTIFICATION OBLIGATION**
- 4.1. The Loan Recipient notifies the Lender immediately but no later than within 3 (three) Business Days as of occurrence of the relevant circumstance about:
- 4.1.1. changes in the information submitted to the Lender, including changes regarding contact data, assets and property, obligations and/or income;
- 4.1.2. events that reduce or may reduce the Loan Recipient's creditworthiness and/or the Loan Recipient's capacity to perform the Loan Agreement, including, for example, initiation of execution, bankruptcy, exemption from debts, and/or other similar proceedings against the Loan Recipient, and about the issuing of a warning regarding initiation of such proceedings against the Loan Recipient, or a warning about making it;
- 4.1.3. significant change regarding the Suretyship (for example, reduction of the Surety's creditworthiness a) for which the Lender may have a legitimate interest;
- 4.1.4. a threat of a third party misusing the Loan Recipient's means of identification;
- 4.1.5. the expiry of the validity of the document used for identifying the Loan Recipient and about the theft or loss thereof.
- 4.2. The Loan Recipient performs the obligation, as specified in Clause **Error! Reference source not found.**, in writing or in a format reproducible in writing, i.e. sends the respective information to the Lender via mail or e-mail or through the Client Environment (if applicable).
- 4.3. The Lender may assume the correctness, accuracy, up to datedness, and completeness of the information in its possession, until the Loan Recipient has not notified the Lender about changes in the information.
- 5. DISBURSEMENT OF LOAN, INCLUDING PRECONDITIONS**
- 5.1. The Lender disburses the Loan to the Loan Recipient all at once to the Loan Recipient's bank account or, if agreed so by the Parties, to another bank account. If not agreed otherwise by the Parties, the Loan shall be disbursed by the Lender to within 2 (two) Business Days from the moment the Loan Agreement has been deemed as entered into pursuant to Clause 3.1..
- 5.2. The Lender has the right to deduct from the amount disbursed under Clause **Error! Reference source not found.** the fallen due monetary obligations owed to Lender by the Loan Recipient.
- 5.3. The Lender has the right to refuse disbursement of the Loan if such a right has been prescribed in applicable legislation, the Loan Recipient has submitted incorrect information to the Lender, and/or important circumstances that formed the basis for entry into the Loan Agreement have changed, for example, the Loan Recipient's creditworthiness has declined.
- 6. REPAYMENT OF THE LOAN**
- 6.1. The Loan Recipient repays the Loan in accordance with the Payment Schedule and Clauses **Error! Reference source not found.** and **Error! Reference source not found.**
- 6.2. The Loan Recipient is entitled to receive information on the outstanding Loan amount at any time.
- 7. LOAN RECIPIENT'S RIGHT TO EARLY REPAYMENT OF THE LOAN**
- 7.1. The Loan Recipient may perform the obligations arising from the Loan Agreement prematurely, either partially or fully, by paying the Lender the required amount in accordance with Clauses **Error! Reference source not found.** and **Error! Reference source not found.** The Loan Recipient has the right to receive information from the Lender on the amount of the due obligations at any time during the validity of the Loan Agreement, but the Loan Recipient undertakes to exercise this right in good faith and reasonable manner. The Loan Agreement terminates only upon the full payment of all amounts due to be paid to the Lender.
- 7.2. Upon exercising the right to early repayment of the Loan, the Loan Recipient does not owe to the Lender the Interest and other expenses that fall to the period the Loan is not used.
- 8. CALCULATION AND PAYMENT OF INTEREST**
- 8.1. The Lender has the right to calculate and the Loan Recipient is required to pay Interest for the use of the Loan. In calculating the Interest, the Lender shall adhere to the following principles:
- 8.2.1. the Interest is calculated pursuant to the Interest rate as agreed in the Special Terms of the outstanding Loan amount;
- 8.2.2. the Interest is calculated daily, taking into account the actual number of days in the respective calendar month and the year length of 360 days;
- 8.2.3. the Interest is calculated from the date (including) the Loan was disbursed to the Loan Recipient;
- 8.2.4. full repayment of the Loan is deemed as the end date of calculating the Interest.
- 8.3. The Loan Recipient pays the Interest in accordance with the Payment Schedule and Clauses **Error! Reference source not found.** and **Error! Reference source not found.**

9. CALCULATION AND PAYMENT OF MANAGEMENT FEE

- 9.1. The Lender has the right to calculate and the Loan Recipient is required to pay the Management Fee.
- 9.2. The Loan Recipient pays the Management Fee in accordance with the Payment Schedule and clauses **Error! Reference source not found.** and **Error! Reference source not found.**

10. CALCULATION AND PAYMENT OF DEFAULT INTEREST

- 10.1. Upon a delay in the performance of a monetary obligation (except the payment of Interest), the Lender has the right to calculate and claim and the Loan Recipient an obligation to pay Default Interest.
- 10.2. In calculating the Default Interest, the Lender shall adhere to the following principles:
 - 10.2.1. Default Interest is calculated for every day of delay for not longer than 180 days period;
 - 10.2.2. Default Interest is calculated from the date (including) following the date the obligation fell due;
 - 10.2.3. the date (including) of full performance of the due obligations is deemed as the end date for calculating Interest for Delay.
- 10.3. The Loan Recipient pays the Default Interest pursuant to the reminder received from the Lender. Default Interest is paid in accordance with Clauses **Error! Reference source not found.** and **Error! Reference source not found.**
- 10.4. The payment of Default Interest does not exclude the Lender's right to claim from the Loan Recipient compensation for damage that exceeds the Default Interest.

11. OTHER FEES AND EXPENSES

- 11.1. The Loan Recipient pays to the Lender a one-time Contract Fee in the amount specified in the Special Terms.
- 11.2. The Loan Recipient pays a fee to the Lender for the use of any chargeable services provided by the Lender pursuant to the Price List valid at the time additional service was used in accordance with the Additional Terms applicable to such additional service. If not provided otherwise in the Additional Terms, the Loan Recipient pays the fee to the Lender no later than together with the next instalment pursuant to the Payment Schedule.
- 11.3. In addition to the charges set out in the Price List and agreed to in the Loan Agreement, the Loan Recipient incurs the Lender's expenses that arise from operations performed in the interest of the Loan Recipient (e. g. insurance if applicable) and expenses related to legal relations (e.g., legal expenses), pursuant to the Lender's actual expenses.
- 11.4. The fees and expenses payable under Clause **Error! Reference source not found.** are paid in accordance with Clauses **Error! Reference source not found.** and **Error! Reference source not found.**

12. EXECUTION AND CALCULATION OF PAYMENTS

- 12.1. The Loan Recipient performs financial obligations by transferring relevant amount to the Lender's bank account always using the number of this Loan Agreement which is specified in the Special Terms, and the Lender's bank account number and other necessary requisites published on the Website.
- 12.2. The Loan Recipient performs monetary obligations in euros. If the Loan Recipient performs the obligation in another currency, the payment shall be converted to euros by the Lender's financial service provider adhering financial service provider's daily exchange rate for the euro. Expenses related to the conversion shall be incurred by the Loan Recipient.
- 12.3. The Loan Recipient's monetary obligation arising from the Loan Agreement are deemed to be performed from the moment when a corresponding amount of money has been

transferred to and received on the Lender's bank account in accordance with Clause **Error! Reference source not found.**, with the use of the correct number of Loan Agreement and requisites. The Lender has the right to deem the Loan Recipient's monetary obligation as performed under the aforementioned principles also if the right number of Loan Agreement is missing but the payment can be identified and allocated in other ways.

- 12.4. If the Loan Recipient pays to the Lender an amount that is not sufficient to fulfil all monetary obligations that have fallen due, the payment shall be regarded: first, to cover the expenses made to recover the debt; secondly to cover all the accrued Penalties; the thirdly the payment indicated in the Payment Schedule, first covering Interest and other applicable fees (such as Management and Agreement fees) and thereafter the principal debt that has falls due. In case several instalments have fallen due, the first instalment which fell due shall be covered first.

13. DELAY OF PAYMENTS, RELATED EXPENSES, AND THE RECOVERY OF SUCH EXPENSES

- 13.1. If the Loan Recipient is in delay with a monetary obligation, the Lender notifies the Loan Recipient thereof with a reminder in a format reproducible in writing. The Lender has the right not to make additional payments to the Loan Recipient until the liquidation of the outstanding debt.
- 13.2. The Lender has the right to recover the amounts due to be paid by the Loan Recipient through collection or enforcement proceedings.
- 13.3. The Lender has right to provide claim to court and to require from Loan Recipient to compensate the expenses arising from the recovery proceedings pursuant to law and the actual amount of the recovery expenses.
- 13.4. The Loan Recipient agrees that the Lender has the right to delegate the collection and recovery of debts to third parties and notify third parties who maintain databases of debtors about the failure to perform the payment obligation in accordance with the requirements applying for disclosure of payment default.
- 13.5. If the Loan Recipient is in delay with a monetary obligation, the Lender has the right to disclose data about the Loan Recipient's debt to a provider of a debt recovery service, or a person to whom the Lender wants to assign the claim arising from the Agreement, as well as to a payment default register, or another such person, with the aim to make such data available in a debtors' database which can be used publicly or by a restricted circle of persons.
- 13.6. The Loan Recipient is also entitled to request the Lender to defer Loan repayments for a period of up to 3 (three) months. The Loan Recipient shall submit to the Lender a notice in writing or in a format which can be reproduced in writing to the Lender's email or through the Client Environment. In the notice the Loan Recipient must indicate the circumstances which resulted in deteriorated financial standing of the Loan Recipient. When considering the request, the Lender is entitled to request the Loan Recipient to provide evidence of the Lender's deteriorated financial circumstances. The Lender shall notify the Loan Recipient of its decision on the request in writing or in a format reproducible in writing. For the sake of clarity, postponement of Loan repayments under this Clause shall not affect the Loan Recipient's obligation to pay Interest on the outstanding Loan.

14. THE LOAN RECIPIENT'S RIGHT TO WITHDRAW FROM THE LOAN AGREEMENT

- 14.1. During the Decision Period the Loan Recipient has the right without giving any reason to withdraw from the Loan Agreement and return the disbursed Loan to the Lender without paying Interest or any other fees, costs or

- compensation, including the Contract Fee. In case the Loan Recipient has already paid any fees related to the Loan Agreement, the Lender shall refund these fees upon withdrawal from the Loan Agreement.
- 14.2. In order to withdraw from the Loan Agreement, the Loan Recipient submits to the Lender a notice of withdrawal from the Loan Agreement in writing or in a format reproducible in writing and returns the Loan. The notice must be submitted to the Lender's e-mail address or through the Client Environment and payment must be made before the expiry of the Decision Period. The notice must include at least the following data: the Loan Recipient's name, personal identification code, and contact data; number of the Loan Agreement to be withdrawn from; the Loan Recipient's application for withdrawal from the Loan Agreement; date of preparing the application; and the Loan Recipient's own handwritten or digital signature. If the Loan Recipient does not return the Loan in due time, it is deemed that the Loan Recipient has not withdrawn from the Loan Agreement.
- 14.3. The Loan Recipient may withdraw from the Loan Agreement within 14 days without providing a reason. The aforementioned deadline commences from the entry into the Loan Agreement or from the day the Loan Recipient received a duplicate of the Loan Agreement in writing or in a format reproducible in writing, if it occurred later.
- 14.4. In order to withdraw from the Loan Agreement, the Loan Recipient submits to the Lender a notice of withdrawal from the Loan Agreement in writing or in a format reproducible in writing. The application must be submitted to the Lender's e-mail or through the Client Environment address before the expiry of the deadline specified in clause **Error! Reference source not found.** The application must include at least the following data: the Loan Recipient's name, personal identification code, and contact data; number of the Loan Agreement to be withdrawn from; the Loan Recipient's application for withdrawal from the Loan Agreement; date the application was prepared; and the Loan Recipient's own handwritten or digital signature.
- 14.5. In order to withdraw from the Loan Agreement, the Loan Recipient must without delay, but no later than within 30 days from submitting the notice for withdrawal from the Loan Agreement, repay the Lender the Loan amount, and the Interest as calculated for the period from disbursement of the Loan until the Loan's full repayment, and non-returnable fees paid by the Lender on the basis of a credit relation arising from the Loan Agreement under a public law relationship. If the Loan Recipient does not pay the amounts in due time, it is deemed that the Loan Recipient has not withdrawn from the Loan Agreement.
- 14.6. If the Loan Recipient exercises his/her right to withdraw from the Loan Agreement, the Lender shall reimburse the Contract Fee to the Loan Recipient.
- 15. THE RIGHT TO CANCEL THE LOAN AGREEMENT EXTRAORDINARILY**
- 15.1. The Lender may unilaterally terminate the Loan Agreement as well as demand full payment of any outstanding Loan, Interest, Penalties, or other amounts due without any delay (on the day that the termination takes effect), provided that all of the following conditions are met:
- 15.1.1. The Lender has notified the Loan Recipient about the default payment (payment due) in writing or in a format reproducible in writing;
- 15.1.2. The Loan Recipient has been in delay with a payment(s) in the amount exceeding 10 % (ten per cent) of the Loan for longer than 1 (one) month or the payment of the invoice is in delay for longer than 3 (three) consecutive months;
- 15.1.3. The Lender has sent to the Loan Recipient an additional written reminder granting an additional deadline of at least 14 days for the payment of the due amounts and the Loan Recipient failed to pay any due amounts within 14 days after receipt of such reminder.
- 15.2. The Parties agree that the submission of the additional notice referred to in the clause 15.1.3 is also a notice of termination of the Loan Agreement and no separate notifications will be sent to the Loan Recipient, and the Loan Agreement will be considered terminated if the overdue Payment is not paid till the day referred in the notice according to the clause 15.1.3.
- 15.3. In addition to the provisions in Clause 15.1, the Lender has the right to extraordinarily cancel the Loan Agreement by an application made in writing or in a format reproducible in writing 5 days in advance, and demand the Loan Recipient to immediately fulfil all of its monetary obligations arising from the Loan Agreement also if:
- 15.3.1. it appears that one or several of the representations or warranties given by the Loan Recipient in Clause 2 are not correct or were not correct at the time they were given;
- 15.3.2. the Lender could not accurately evaluate the Loan Recipient's creditworthiness since the Loan Recipient knowingly failed to submit to the Lender the information necessary for the proper evaluation of creditworthiness and/or falsified the information submitted to the Lender
- 15.3.3. the Loan Recipient's solvency has decreased significantly
- 15.3.4. despite the Lender's demand, submitted in writing or in a format reproducible in writing, the Loan Recipient does not submit to the Lender within a reasonable deadline prescribed by the latter the data necessary for performing the Lender's obligations arising from law
- 15.3.5. the Loan Recipient materially violates other non-monetary obligations arising from the Loan Agreement and has not performed these obligations within an additional reasonable deadline provided by the Lender
- 15.3.6. the right to extraordinarily cancel the Loan Agreement arises from law.
- 15.4. If the Lender extraordinarily cancels the Loan Agreement, the total amount of payments to be made by the Loan Recipient for repaying the Loan and cover the total cost of credit are reduced by the amount of Interest, Management Fee, expenses of the Loan Recipient coinciding with the time the Loan is not used.
- 15.5. The Loan Recipient has the right to terminate the Loan agreement if the Lender has not provided information or provided misleading information about the Percentage rate of charge, Total amount of payments, Interest, other fees related to the Loan agreement, term for repayment of the Loan, right to repay the Loan early, other information established in legal regulation and this had a material impact on the Loan Recipient's decision to enter into Loan agreement, which it would not otherwise have made. The Loan Recipient shall notify the Lender within 30 (thirty) calendar days prior to the termination of the Loan agreement on the grounds specified in this clause.
- 15.6. Unless otherwise provided in this Loan agreement and the Law on Consumer Credit of the Republic of Lithuania, termination or expiration of the Loan agreement shall not cancel the right of the Lender to further calculate the Interest provided for in the Loan agreement until full repayment of the Loan and shall not deprive the Lender of the right to further calculate and demand the penalties set forth in the Special Terms and other fees and does not eliminate the obligation of the Loan Recipient to pay to the Lender the amounts payable under the Loan agreement.
- 16. ASSIGNING AND PLEDGING OF RIGHTS ARISING FROM**

- 16.1. THE LOAN AGREEMENT**
By signing this Loan Agreement, the Loan Recipient confirms that the Lender has the right to assign and pledge claims arising from the Loan Agreement against the Loan Recipient without the Loan Recipient's consent.
- 17. PROCESSING OF THE LOAN RECIPIENT'S PERSONAL DATA**
17.1. The Lender processes the Loan Recipient's personal data in accordance with the Privacy Notice and legislation. More detailed information, including the Privacy Notice is available at the Website and the Office.
- 18. LIMITS OF LIABILITY**
18.1. A Party shall not be liable for causing damage to the other Party by non-performance of improper performance of an obligation arising from the Loan Agreement if it was caused by a circumstance of force majeure, i.e. an extraordinary event, which could not be influenced, foreseen, or prevented by the Party without incurring unreasonable expenses. A Party shall notify the other Party of such circumstance of force majeure and the ending thereof at the first opportunity and take all reasonable measures to prevent damage to the other Party.
18.2. A Party shall not be liable for causing damage to the other Party by non-performance of improper performance of an obligation arising from the Loan Agreement if, by performing the Loan Agreement, the Party would have been in violation of the law.
18.3. The Lender shall not be liable for errors caused by the interruption of internet connection or services and that cause indirect or later damage.
- 19. APPLICABLE LAW, RESOLVING DISPUTES, AND JURISDICTION**
19.1. Legal relations between the Parties are governed by the law of the Republic of Lithuania.
19.2. The Parties shall make their best efforts to resolve disputes arisen between the Parties through negotiations. The Loan Recipient files a claim or objection arising from or related to the Loan Agreement to the Lender in writing or in a format reproducible in writing by email or through Client Environment within 3 months from the moment the Loan Recipient became aware of the breach of his/her rights, and the Loan Recipient shall indicate therein the circumstances constituting the basis for the demand or claim and refer to any operations or documents (for example the Loan Agreement), in connection with which the objection or claim was submitted. Upon receipt of Loan Recipient's objection or claim, the Lender will respond within 15 Business Days or, in extraordinary circumstances, when it is impossible to reply within 15 Business Days, the Lender can extend the term for reply to 35 Business Days and inform the Loan Recipient of it and its reasons. The procedure for handling complaints is published on the Website.
19.3. If an agreement is not reached or the Lender does not provide a reply within the deadline set in Clause 19.2, the Loan Recipient has the right to apply to the Bank of Lithuania (its Financial Market Supervision Service) (Žalgirio str. 90, LT-09303, Vilnius, telephone: +370 800 50 500; email: frpt@lb.lt) that exercises supervision over the Lender.
19.4. Either Party also has the right to have recourse to a court of the Republic of Lithuania (as the decision of the Bank of Lithuania (its Financial Market Supervision Service) is only of recommendatory power). The Lender shall have the right to submit the claims or applications for a court order against the Loan Recipient at its own choice to the court of his/her residence, his/her domicile or to the District Court of Vilnius City (if claim falls to the jurisdiction of county courts – to Vilnius County Court). The Loan Recipient shall have the right to submit his claims against the Lender at his/her own choice to the court of his/her own residence or to the to the District Court of Vilnius City (if claim falls to the jurisdiction of county courts – to Vilnius County Court).
- 19.5. The Loan Recipient agrees that when they decide to settle down in a foreign country after having entered into a Loan Agreement or move residence or if the place of residence is not known to the Lender at the time an action is filed, the disputes arising from the Loan Agreement shall be resolved in the Vilnius region courts.
- 20. REQUIREMENTS FOR DATA AND DOCUMENTS**
20.1. The Loan Recipient undertakes to submit to the Lender correct, accurate, and up to date data and documents. The Lender has the right to assume the correctness, accuracy, up to datedness, and authenticity of the data and documents. Upon doubt, the Lender may demand that the Loan Recipient submits additional data and documents and/or provides additional representations and warranties and/or refuse transaction or operation.
20.2. The Loan Recipient undertakes to submit the data and documents in Lithuanian. Documents in a foreign language are submitted by the Loan Recipient to the Lender together with the document's translation into Lithuanian, certified by a sworn translator or a notary public.
20.3. The Loan Recipient undertakes to submit to the Lender all data and documents for which the Lender may have a legitimate interest, regardless of whether the Lender has demanded their submission.
20.4. Unless the Lender requests otherwise, the Loan Recipient submits documents or their copies to the Lender's email or through the Client Environment.
- 21. DELIVERY OF NOTIFICATIONS**
21.1. A Party is obliged to submit a notice that causes legal consequences to the other Party in Lithuanian and in writing or in a format reproducible in writing. A notice that does not cause legal consequences may be submitted to the other Party also in another manner (for example, by telephone). A notification submitted to the other Party through the Client Environment shall have the same legal power as a notification submitted in writing or in a format reproducible in writing.
21.2. To submit notifications that cause legal consequences, the Lender uses contact data provided in the Special Terms or announced later by the Loan Recipient in writing or in a format reproducible in writing. To submit notifications that cause legal consequences, the Loan Recipient uses the Lender's contact data published on the Website and/or in the Loan Agreement. Until a Party has not announced in writing or in a format reproducible in writing the change in their contact data, the other Party may assume the correctness of the contact data that have been last disclosed to them as required.
21.3. If the notice has been sent to the other Party by using the contact data specified in Clause 21.2, the notification is deemed as served: against a signature at the moment of service; by registered mail, on the fifth (5th) day after mailing; or by e-mail or through the Client Environment, on the Business Day following the day the notification was sent.
21.4. If the Loan Recipient does not receive from the Lender a notification the receipt of which the Loan Recipient could assume and/or the receipt of which was agreed between the Parties, the Loan Recipient undertakes to notify the Lender thereof immediately after the passing of the time period during which the Loan Recipient could expect the receipt of the notification.

21.5. The Loan Recipient is required to immediately check the correctness of the information contained in the notification received from the Lender and upon detection of an inaccuracy, notify the Lender thereof without delay.

22. FINAL PROVISIONS

- 22.1. The Loan Agreement is valid until the full performance of the Parties' obligations arising from the Loan Agreement or the taking effect of a legally binding application for cancellation or withdrawal, if the respective event arrives earlier.
- 22.2. Should any provision of the Loan Agreement prove invalid, void or unenforceable in full or in part, this shall not affect the validity of the entire Loan Agreement or the remaining provisions thereof, unless the invalidity, voidness or unenforceability of the corresponding provision of the Loan Agreement would result in a so material change that the transactions contemplated by the Loan Agreement would be clearly unreasonable. Such invalid, void or unenforceable provision shall be replaced, to the extent permitted by law, with such valid and enforceable provision which by its nature and economic purpose is closest to the invalid, void or unenforceable provision.
- 22.3. In the event of a discrepancy between the General Terms and Special Terms, the latter shall prevail.
- 22.4. Supervision over the Lender is exercised by the Bank of Lithuania (its Financial Market Supervision Service) (Žalgirio str. 90, LT-09303, Vilnius, telephone: +370 800 50 500; email: frpt@lb.lt).

IN ADDITION TO RIGHTS, ENTERING INTO A LOAN AGREEMENT WILL ALSO CAUSE OBLIGATIONS TO YOU. BEFORE ENTERING INTO A LOAN AGREEMENT, WE RECOMMEND CONSULTING AN EXPERT AND EXAMINING ADDITIONAL INFORMATION ON THE LENDER'S WEBSITE. PLEASE CONTACT THE LENDER FOR ANY QUESTIONS AND EXPLANATIONS.