

GENERAL CONDITIONS OF THE LOAN AGREEMENT

1. DEFINITIONS

1.1. Terms used in the Loan Agreement have the meaning as defined in the Terms of Use.

2. ENTERING INTO THE LOAN AGREEMENT AND TERM OF VALIDITY

2.1. The Loan Agreement shall be deemed legally binding and entered into between the Lender and the Borrower from the day when it is electronically or digitally confirmed by both Parties.

2.2. The Loan Agreement shall remain in force until the Borrower has fulfilled all financial obligations towards the Lender arising out of and/or in connection with the Loan Agreement.

3. BORROWER'S NOTIFICATION OBLIGATIONS

3.1. The Borrower shall promptly, but no later than within five (5) working days, notify the Lender of:

3.1.1. changes in the data and/or documents submitted to the Lender, including changes in the Borrower's personal and contact information, occupation, obligations, assets and/or income;

3.1.2. events that materially adversely affect and/or may materially adversely affect the Borrower's ability to fulfil the terms and conditions of the Loan Agreement and/or the Borrower's financial standing, including the commencement of enforcement proceedings, insolvency proceedings or similar proceedings in respect of the Borrower.

3.2. The Borrower shall fulfil the notification obligations set out in Section 3.1 by submitting any changes in writing via the Portal Account or by using the contact form available on the website www.bondora.lv.

3.3. Failure on the Borrower's part to comply with the notification obligation under Section 3.1 shall constitute a material breach of the Loan Agreement, in which case the Lender may terminate the Loan Agreement and/or charge the Borrower a penalty

of two (2) per cent of the Loan Amount for each breach, not exceeding 10 % of the outstanding Loan Amount. The Borrower shall pay the contractual penalty within one (1) month of receipt of the relevant written request. As regards the obligation to notify the Borrower's contact details, such failure shall be deemed to be material if the Borrower cannot be reached using the contact details provided to Bondora.

4. DISBURSEMENT OF THE LOAN AMOUNT

- 4.1.** The Lender shall disburse an amount equal to the Loan Amount, less the Contract Fee as agreed by the Parties pursuant to Section 7.3 to the Borrower's bank account specified in the Special Conditions immediately upon the Loan Agreement has entered into force, without further instruction by the Borrower. Upon disbursement of the Loan Amount by the Lender, the Borrower shall be deemed to have received the Loan Amount.
- 4.2.** The Lender may refuse to disburse the Loan Amount or a part of it if the Borrower has provided to the Lender substantially false information or if the material circumstances that served as a basis for the issue of the Loan Amount have changed, for example, the Borrower's creditworthiness has deteriorated.
- 4.3.** The Borrower agrees that the Loan Amount is disbursed within two (2) working days from the date of conclusion of the Loan Agreement, which is prior to the expiry of the right of withdrawal specified in Section 10 of the Loan Agreement.

5. REPAYMENT OF THE LOAN AMOUNT

- 5.1.** The Borrower shall repay the Loan Amount to the Lender by making monthly annuity payments, according to the terms and conditions set forth in the Special Conditions.
- 5.2.** The monthly repayment of the Loan Amount shall be as specified in the Special Conditions and shall include the Principal Amount, the Interest and the Management Fee. The Borrower shall make the payment once a month on the Due Date of Monthly Repayments as specified in the Special Conditions.

6. INTEREST

- 6.1.** The Borrower shall pay to the Lender an Interest at the rate specified in the Special Conditions.
- 6.2.** The Interest shall be calculated daily on the outstanding Loan Amount, assuming that there are thirty (30) day month and three hundred sixty (360) day year, as of the date the Loan Amount is disbursed until full repayment of the Loan Amount or until the

full outstanding Loan Amount becomes due and payable due to a valid termination of or withdrawal from the Loan Agreement, whichever occasion arrives the earliest.

- 6.3. The Interest shall be included in the Monthly Repayment Amount indicated in the Special Conditions and shall be paid to the Lender once a month on the due date of Monthly Repayments set forth in the Special Conditions. The Interest amount shall also be specified in the Payment Schedule.

7. MANAGEMENT AND OTHER FEES

- 7.1. The Borrower shall pay to the Lender a Management Fee at the rate specified in the Special Conditions. The fee shall be calculated daily on the original Loan Amount specified in the Special Conditions and on the basis of thirty (30) day month and three hundred sixty (360) day year, as of the date the Loan Amount is disbursed by the Lender to the Borrower until the Borrower has fully paid to the Lender all his/her financial liabilities arising from the Loan Agreement, i.e. in the event of termination or withdrawal also after the arrival of the due date and/or expiry of the Loan Agreement.
- 7.2. The Management Fee shall be included in the Monthly Repayment Amount indicated in the Special Conditions and shall be paid once a month on the due date of Monthly Repayments set forth in the Special Conditions.
- 7.3. The Borrower shall pay to the Lender the Contract Fee in the amount specified in the Special Conditions. The fee shall be deducted from the Loan Amount before it is disbursed to the Borrower in accordance with Section 4.1.
- 7.4. Upon using an additional product or service provided by the Lender, the Borrower shall pay the Lender a fee in accordance with the Price List available on the Lender's website. All such fees shall be payable by the Borrower to the Lender in accordance with the relevant notice made available to the Borrower on the Portal within the payment period specified therein.

8. PENALTY FOR FAILURE TO FULFIL OBLIGATIONS ON TIME

- 8.1. The Lender may request that the Borrower pays a penalty for failure to fulfil a monetary obligation at the rate agreed in the Special Conditions for each day of delay starting from the first day of delay.
- 8.2. The calculation of the contractual penalty shall be stopped by one of the following two conditions:

8.2.1. the Loan Agreement is terminated;

8.2.2. the total amount of the contractual penalty has reached 10 % of the outstanding principal amount of the Loan.

8.3. The penalty shall be payable by the Borrower to the Lender in accordance with the relevant notification made available to the Borrower in the Portal within the payment term specified therein. The Borrower shall pay the penalty in addition to the Interest payable for the use of the Loan Amount.

8.4. Payment of the penalty shall not relieve the Borrower from the obligation to fulfil obligations.

9. PAYMENT SCHEDULE, MAKING PAYMENTS AND ORDER OF PAYMENTS

9.1. The amounts, number, and due dates of Monthly Repayments payable by the Borrower have also been specified in the relevant Payment Schedule made available to the Borrower free of charge in the Portal.

9.2. The Borrower shall make all payments under the Loan Agreement to the Lender's bank account specified in the Special Conditions or otherwise notified in writing to the Borrower.

9.3. The Borrower shall make all payments under the Loan Agreement to the Lender from a bank account opened in the name of the Borrower in a bank which has its place of business in a contracting state of the European Economic Area.

9.4. The Borrower shall pay all amounts due under this Loan Agreement without any deductions and/or set-off.

9.5. The amount paid by the Borrower shall cover: (1) **first**, the principal amount of the Loan; (2) **second**, the Interest; (3) **third**, the Management Fee; (4) **fourth**, Penalty for failure to perform contractual obligations on time; and (5) **fifth**, the costs incurred in connection with the debt collection.

10. THE RIGHT OF THE BORROWER TO WITHDRAW FROM THE LOAN AGREEMENT

10.1. The Borrower shall have a right to withdraw from the Loan Agreement, without providing a reason, within fourteen (14) days as of the date of entry into the Loan Agreement by submitting a withdrawal application in writing through the Portal. To exercise the right to withdraw from the Loan Agreement, an application for

withdrawal by Borrower must be submitted to the Lender before the expiry of the term specified herein.

10.2. In order to legally exercise the right of withdrawal from the Loan Agreement, the Borrower must repay to the Lender without delay, but no later than thirty (30) days after submitting an application for withdrawal, the full outstanding Loan Amount and the Interest accrued from the disbursement of the Loan Amount to the Borrower until repayment of the Loan Amount, including Management Fee. Should the Borrower fails to repay the necessary amount due within the term set forth herein, the Lender shall continue to charge Interest on the Loan Amount and the Borrower shall have the obligation to pay the Interest on the Loan Amount plus the Management Fee until the completion of all the obligations towards the Lender.

11. THE RIGHT OF THE BORROWER TO EARLY REPAYMENT OF THE LOAN AMOUNT

11.1. The Borrower may perform his/her obligations arising from the Loan Agreement in part or in full before the agreed due date by transferring relevant amount to the Lender and by informing the Lender of the transfer through the Portal. After the Lender has received the relevant amount, the Lender continues to calculate, and the Borrower remains obligated to pay the accrued Interest as well as the Management Fee for the remaining unpaid principal amount of the Loan. For avoidance of doubt, the Loan Agreement shall remain in force until the Borrower has fully paid to the Lender all his/her financial liabilities arising from and/or in connection with the Loan Agreement including principal, Interest, Penalty for failure to comply with the obligations on time, Management fee, the Contract fee.

12. DEBT MANAGEMENT AND THE RIGHT OF THE LENDER TO WITHDRAW FROM THE LOAN AGREEMENT

12.1. Following a payment overdue or default under the Loan Agreement, the Lender shall have a right, in each case pursuant to the applicable law, to notify the Borrower thereof and send the following information to the chosen debt collection service provider: (1) given name and surname of the Borrower; (2) national identification number or personal identification number of the Borrower; (3) commencement date of the overdue payment; (4) the total amount of the overdue payments; and (5) details of the nature of the contractual relationship from which the arrears arises. The debt collection service provider shall have the right, on the basis of a contract concluded for an indefinite period, to communicate the aforementioned data to other credit providers and other persons who have a legitimate interest concerning the creditworthiness of persons entered in the register and collect a charge therefor. If the payment obligations are overdue by more than sixty (60) days and the Borrower

has not raised objections within the specified term, Bondora or the debt collection service provider shall be entitled to include following information in the debt recovery database: (1) given name and surname, national identification number or identity number of the debtor; (2) the date on which the information is included in the Debt History Database; (3) the amount of the debt, including the principal amount, interest for the use of the Loan Amount or contractual or statutory interest and penalties, as well as accrued and unpaid Management Fee; (4) the portion of the debt paid; (5) the duration of debt repayment; (6) the status of the debt recovery. The Borrower shall have the right to raise objections in writing to the existence or amount of the debt to the debt collection service provider within a specified term. The purpose of processing the data mentioned herein is to allow other persons with legitimate interest concerning the creditworthiness of the Borrower to rely on the disclosed information upon making credit decisions with respect to the Borrower.

12.2. The Lender shall have a right to terminate the Loan Agreement and demand from the Borrower fulfilment of all his/her financial liabilities arising from or in connection to the Loan Agreement by written notice to the Borrower if any of the following circumstances arises:

12.2.1. the Borrower is in partial or full delay regarding three (3) consecutive Monthly Repayments and fails to settle the debt within thirty (30) days from the receipt of the respective request from the Lender in a format which can be reproduced in writing;

12.2.2. the Borrower is in partial or full delay with the last Monthly Repayment for more than one (1) month;

12.2.3. the Borrower has an obligation to return the Loan Amount in single Monthly Repayment and is delay for more than one (1) month;

12.2.4. the Borrower has withheld data or documents relevant for or falsified the data or documents submitted to the Lender for the purposes of assessment of the creditworthiness of the Borrower;

12.2.5. it becomes evident to the Lender that one or more of the representations or warranties provided by the Borrower in the Section 2 of the Special Conditions was or is inaccurate;

12.2.6. the Borrower has failed to comply with his/her obligations under Section 3.1 of the General Conditions or has substantially failed to comply with any other obligation undertaken pursuant to the Loan Agreement and

has not been remedied such breach within the additional reasonable grace period given by the Lender;

12.2.7. enforcement, bankruptcy or similar proceedings are initiated with respect to the Borrower.

12.3. In cases specified in Section 12.2, the Borrower shall be obliged to make all payments within fourteen (14) days after receipt of the relevant notice from the Lender in a format which can be reproduced in writing.

12.4. The Borrower shall bear any and all legally permitted costs in connection with the collection of claims that have become collectible, including legal expenses, debt collection costs, court expenses, etc.

13. THE RIGHT TO ASSIGN AND PLEDGE CLAIMS ARISING FROM THE LOAN AGREEMENT

13.1. Within the regulatory requirements and subject to the conditions set out in the laws, the Lender shall have the right to assign and/or pledge the monetary claims arising from the Loan Agreement against the Borrower to any third party without notifying the Borrower thereof.

14. AMENDMENTS

14.1. Amendments to the Special Conditions shall enter into force as of the date the amendments have been electronically or digitally approved by both parties.

14.2. The Lender shall have the right to unilaterally amend the General Conditions if reasonable grounds exist to do so. The Lender shall consider amendments to the applicable laws and regulations governing provision of consumer credit and/or other relations arising from the Loan Agreement to be reasonable ground, and amendments to the General Conditions are necessary to comply with the new laws and regulations. The Borrower shall be notified of such amendments sixty (60) days in advance through the Portal, including notification by e-mail of the publication of the amendments. The amendments shall come into force after sixty (60) days as of the disclosure of the relevant notification in the Portal.

14.3. The Lender shall have the right to unilaterally amend the Price List if reasonable grounds exist to do so. The Borrower shall be notified of such amendments sixty (60) days in advance through the Portal, including notification by e-mail of the publication of the amendments. The amendments shall come into force after sixty (60) days of the disclosure of the relevant notification in the Portal.

14.4. The Borrower shall be given the right to terminate the Loan Agreement with immediate effect if the Lender proposes amendments referred to in Section 14.2 and 14.3. If the Borrower chooses to terminate the Loan Agreement, then he/she shall submit a relevant application to the Lender through the Portal or through the contact form available at bondora.lv within sixty (60) days as of receipt of relevant advance notification and must fulfil all his/her financial liabilities arising from the Loan Agreement within the same term. If the Borrower fails to fulfil all his/her financial liabilities arising from the Loan Agreement within such term, the Lender shall continue to charge Interest on the Loan Amount and the Borrower shall have the obligation to pay the Interest on the Loan Amount plus the Management Fee until the completion of all the obligations towards the Lender.

14.5. If the Borrower wishes to propose amendments to the Loan Agreement, the Borrower shall send their request via Portal or using the contact form available on bondora.lv. The Lender will review the request and provide a response in the Portal.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. The Loan Agreement shall be governed by the laws of the Republic of Latvia.

15.2. Any disputes between the Lender and the Borrower arising out of or in connection with the Loan Agreement shall be resolved by way of negotiations taking into account the Procedure for Processing Consumer Complaints in force at the time and made available on the webpage of the Lender. The Borrower shall additionally have a right to address the competent pre-trial bodies, e.g., the Consumer Dispute Resolution Commission. A dispute which the parties fail to resolve within reasonable time through bona fide negotiations shall be settled in the competent court of Latvia.

16. FINAL PROVISIONS

16.1. To the extent that the relationship between the Lender and the Borrower has not been regulated by this Loan Agreement, it shall be governed by the Terms of Use and Price List available on the Lender's website (www.bondora.lv), which shall form an integral part of the Loan Agreement. In case of conflict between: (1) Special and the General Conditions, the Special Conditions shall prevail; and (2) the Terms of Use and the Loan Agreement, the Loan Agreement shall prevail.

16.2. All notifications and other communication between the Lender and the Borrower shall be in the language of the Loan Agreement or in another language offered by the Lender (English) at the Borrower's choice and shall be sent to the other party in a form that can be reproduced in writing via the Portal, e-mail or mail by using

contact data provided in the Special Conditions or in the Portal, or otherwise notified to the other party in a form that can be reproduced in writing, unless otherwise agreed herein. The party shall bare the risk of not notifying the other party about the change in the contact data. A communication sent to the other party by using right contact data shall be deemed to have been received by the receiving party: (1) if delivered personally, when delivered against the signature; (2) if sent using the contact form at www.bondora.lv or by e-mail, two (2) days after being sent; (3) if sent by registered mail, seven (7) days after being deposited by registered mail; (4) if sent via mail to a destination outside the country of dispatch, eight (8) days after being deposited by mail. Information which is not intended to have legal consequences, i.e. is sent for information purposes only, may be exchanged otherwise.

16.3. The Lender is supervised by the Latvian Consumer Rights Protection Centre (address: Brīvības street 55, Riga, LV-1010, Latvia, website: ptac.gov.lv).

The present General Conditions are applicable to all Loan Agreements concluded via the Portal after 19.09.2023 and before the entry into force of any subsequent versions of the General Conditions.