

Terms and Conditions for JuteCredit Albania Sh.a.

From date 30.05.2025

1. ENTRANCE

- 1.1 IuteCredit Albania Sh.a., with registered official address "Andon Z. Cajupi" Street, Building No. 3, Entry No. 2, Floor 3, TAX ID number L42011023U, email: info@iute.al, (hereinafter: Lender) is a Financial Institution licensed by the Bank of Albania.
- 1.2 These General Terms and Conditions (hereinafter: Terms), Fees and principles of customer data processing as described in the Privacy Policy, are an integral part and apply to all agreements concluded between the Lender and the Customer and are available to all interested parties at the Lender's business premises and on the Lender's website.
- 1.3 luteCredit Albania, in cases when changes / updates the terms of offering financial products and services, announces: a.) individually, each client who is subject to these changes, according to the term and form defined in the agreement between the parties (in writing, through sustainable means of communication or telephone messages) and documented by the institution; as well as b.) through the posting of notices or brochures in the premises of the Institution, on the official website or through the means of mass communication .

This notification is made at least 15 days before the changes become applicable. In any case, the terms of the contract cannot be changed without the customer's consent according to the terms of the contract.

- 1.4 If the Customer does not agree with the non-contractual change(s), he or she will have the right to terminate the Agreement(s) by notifying the Lender in writing or in another agreed manner within the period set forth in point 1.3. and fulfilling all their obligations arising from the Agreement(s).
- 1.5 If the Customer does not exercise his right, as defined in point 1.4 to terminate the agreement(s), he will be considered to have accepted the non-contractual changes and hereby declares that he has no subsequent claims against the Lender in relation to the changes of Terms, Privacy Policy and/or Fees.
- 1.6 The condition for prior notification is defined in point 1.3. will not apply if the change becomes more favorable for the Customer (eg reduction of fees) or if new services are added.

luteCredit Albania sha NIPT: L42011023U







- 1.7 The Terms and all agreements concluded based on the Terms will be governed by the laws of the Republic of Albania.
- 1.8 The Customer may at any time request a copy of the applicable Terms at the Lender's business premises or find them on the Lender's website at www.iute.al.

2. DEFINITIONS

- 2.1 Access Fee is a commission applied by the Lender and represents the costs incurred by the Lender in the development and maintenance of technical solutions that enable the Client to submit loan applications and undergo a fast and convenient processing of the application. The Access Fee will be paid on the day of signing the Specific Loan Agreement immediately as soon as the loan has been disbursed to the Customer's lutePay E Money Account. The Access Fee will be deducted from the loan amount.
- 2.2 Additional Fees all other fees for services that are not included in the Specific Loan Agreement or the Security Charge Agreement Agreement that the Customer has requested, and the Lender has performed. Additional services and their fees are listed in Fees, accessible on the Lender's website.
- 2.3 Agreement a legally binding agreement between the parties where the Lender has agreed to give and the Customer has agreed to receive a consumer loan. Each such entire agreement consists of the General Conditions, Frame Agreement, the Fee, the Privacy Policy and all other agreements, mutual understandings and all annexes to any agreement entered between the Lender and the Customer (including any amendments and additions) as well as each individual Specific Loan Agreement.
- 2.4 Amortization Plan a legally binding agreement that contains data on the installments of the loan payable and their maturity and the conditions related to the payment of these amounts, a statement of each payment with data on the principal amount of the loan and the interest calculated based on the interest rate.
- 2.5 Applicable Laws Bank of Albania Regulation 48 "On Consumer and Mortgage Credit, Regulation 59 "On Transparency for Banking and Financial Products and Services", Civil Code, Code of Civil Procedure, Consumer Protection Law, The Law on Electronic Documents and Electronic Signatures, as well as other applicable laws and by-laws regulating this matter.
- 2.6 Application application for the approval of a loan, submitted in written, electronic or verbal form by the Client to the Lender.
- 2.7 NEI total cost of the loan, which includes interest, Access Commission and all other types of fees and commissions, which the Customer is obliged to pay in connection with the Specific Loan Agreement and which

luteCredit Albania sha NIPT: L42011023U







are or should be known to the Lender, including fees for additional mandatory services in connection with the Specific Loan Agreement, and in particular insurance premiums in cases where the conclusion of the service contract is a mandatory condition for obtaining the Loan, or in cases where the granting of the loan is the result of the application of commercial terms and conditions. The total cost of the loan does not include notary fees, fees state or insurance premiums that the customer has voluntarily paid. After calculating the total cost of the loan and the initial annual percentage rate, it is assumed that the loan is used without delay and in full by the Customer, the Agreement remains in force until the final repayment date of the loan amount agreed in the Specific Loan Agreement and the parties will properly fulfill the obligations arising from the contract. An example of the NEI calculation that corresponds to the rules set by the Bank of Albania of regulation no. 59 "On transparency in financial and banking services and products" is provided for in the Specific Loan Agreement.

- 2.8 Assessment the process of assessing the client's credibility, the ability to obtain a loan, as well as the assessment and control of the client's ability to repay the loan.
- 2.9 ATM cash withdrawal machine using lutePay.
- 2.10 ALL Albanian currency. Loans approved and disbursed by the Lender in accordance with the Agreement are in Albanian Lek and are repaid by the client in Albanian Lek.
- 2.11 Business Premises any business premises, used by the Lender, in which the Customer is able to perform one or more of the following activities: obtain information and/or consultation on the conditions for applying, obtaining and using a loan; to apply for a loan; to conclude the contract; to carry out other activities in accordance with the Terms or the Frame Agreement. The location, opening hours and appropriate organization managing the business premises are listed on the Lender's website.
- 2.12 Consumer Loan a loan granted to the Customer, including the purchase of goods and services or to refinance existing monetary obligations.
- 2.13 Credit Registry or CR Credit Registry, maintained by the Bank of Albania and operating according to the relevant regulation of the Bank of Albania.
- 2.14 Loan intermediary a person authorized by the Lender to conclude the Agreement on his behalf.
- 2.15 Customer a natural person who has entered into a contractual relationship with the Lender and/or is applying for the use of products and services provided by the Lender.
- 2.16 Customer Account an account opened for the Customer based on the Frame Agreement.







- 2.17 IutePay Electronic Money Account of the Customer the electronic money account opened for the Customer by IutePay, which is used as a service account for the Loan under the Agreement.
- 2.18 Customer reference number a unique number assigned to each customer, which is also used as the Frame Agreement number.
- 2.19 Electronic Signature a signature provided by the Parties using a mobile telephone device that is equivalent to a handwritten signature.
- 2.20 Fees all fees charged by the Lender in accordance with the Agreement.
- 2.21 Frame Agreement a legally binding agreement where it is agreed on the conditions for the Customer Account, the Personal Loan Limit, the granting of Loans within the Personal Loan Limit and additional services related to Loans.
- 2.22 Interest the amount paid by the Customer to the Lender as compensation for the Loan.
- 2.23 Direct Debit is the Customer's instruction to lutePay, through which the Lender is authorized to collect installments from the Customer's Electronic Money Account when they are made payable.
- 2.24 IutePay the electronic money Institution established in Albania, registered in the Trade Register maintained by the National Business Center (NBC) with unique identification number NUIS M02209002O and licensed by Bank of Albania.
- 2.25 Personal Data Protection Law The Personal Data Protection Law as amended from time to time.
- 2.26 Loan the amount of consumer credit approved by the Lender as defined in the Specific Loan Agreement.
- 2.27 Loan Reference Number a unique number assigned to each Specific Loan Agreement.
- 2.28 Mylute an online environment used in conjunction with lutePay which provides customers with a means to register a Customer Account, apply for Credit, view their balances and credit events under a combined view and help customers make loan repayments smoothly and on time.
- 2.29 Sustainable means of communication any means of communication that meets the following criteria: (i) allows the information to be addressed personally to the recipient; (ii) allows the recipient to store the information for future reference and for a period sufficient for the purpose of the information, and (iii) allows unaltered copying/reproduction of the stored information. In addition to the written form, the Lender

IuteCredit Albania sha NIPT: L42011023U







considers communication by e-mail, sms, recorded telephone communications, etc. as permanent communication.

- 2.30 Parties as stated in the Loan or Security Charge Agreement.
- 2.31 Personal loan limit (PLL) represents the maximum pre-calculated amount that the customer can receive as a loan from the Lender.
- 2.32 Repayment Date the date on which the Customer is obliged to repay the loan or any other type of obligation, including all fees.
- 2.33 Security Charge Agreement a loan agreement secured by an enforcement clause.
- 2.34 Specific Loan Agreement consumer loan agreement concluded to grant a loan, including the purchase of goods and services or to refinance already existing monetary obligations with all annexes, as well as the Security Charge Agreement with all annexes.
- 2.35 Suspension fee the amount of the fee that the customer must pay if he wants to request the suspension of the relevant monthly installment. The amount of the suspension fee is determined by the lender's fee. The customer can use this right once for each monthly installment.
- 2.36 Fee list of prices for additional services and activities of the Lender performed in connection with the delay of customers in their obligations. The fee is published at the Lender's business premises and on the website.
- 2.37 Conditions these Conditions describing the general conditions of lending to individuals.
- 2.38 Website -website of the Lender, www.iute.al.

3. GENERAL PRINCIPLES FOR ENTERING INTO AN AGREEMENT

- 3.1 The Lender has the right to decide with whom to enter or not enter into an agreement (freedom of agreement).
- 3.2 The Lender may approve and enter an agreement if the following conditions are met:
- 3.3 The Customer is a natural person and a citizen of the Republic of Albania, at least 18 years old and has the

IuteCredit Albania sha NIPT: L42011023U







legal capacity to enter into an agreement.

- 3.4 The Customer's Identity is properly verified.
- 3.5 The Customer has income and can afford the loan, while the customer may be required to provide documented evidence of that income.
- 3.6 The Customer has requested a Loan from the Lender, and it has been approved;
- 3.7 The Customer accepts and signs the Frame Agreement.
- 3.8 The Customer accepts and signs the Specific Loan Agreement and its appendices and/or any other agreement deemed necessary (eg Secured Agreementt, etc.).
- 3.9 The Customer accepts and signs the Electronic Account Agreement with lutePay.
- 3.10 In the case of a Security Charge Agreement, when the pledge is registered in the Registry of Security Charge.
- 3.11 Loan approval depends on the Appraisal. The Lender can also approve a Loan based on data from its internal database.
- 3.12 The Lender will not enter into Agreements with non-Albanian citizens and customers who do not submit or refuse to submit the data/documents requested by the Lender for the purposes of identification and verification and/or to assess their creditworthiness and affordability, and in accordance with the requirements of the Lender, at the request of the Lender, does not provide sufficient data or documents to prove the legality of their funds or there are other reasons to suspect money laundering (including the use of a front person) or terrorist financing.
- 3.13 The Lender will not enter into agreements with Customers who have caused direct or indirect damage to the Lender or threat of actual damage or have caused damage to the Lender's reputation.

4. SUBMISSION OF LOAN APPLICATION

4.1 The Customer applies personally for a Loan, submitting the Application to the Lender. Submission of the Application can be done via the Lender's website, by phone, mobile application (Mylute), at the Lender's business premises or at a loan broker or any other channel made available by the Lender.





- 4.2 To request a Loan through the available digital channels, the Customer will be required to provide the Lender with access to his/her phone, camera and microphone. The customer must have the phone connected to the Internet and have the appropriate hardware and software on it and the phone Customer may need to have a fingerprint reader and/or facial recognition capabilities.
- 4.3 In the Application, the Customer declares his personal data, email, contact phone, etc., as well as the requested loan amount and the requested loan term.
- 4.4 The Lender will not be responsible for any errors in the data submitted by the Customer and any consequences from these errors will be conveyed by the Customer.
- 4.5 Upon submission of the Application, the Customer must give the Lender the consent to receive a report from the Credit Registry of the Bank of Albania (CR). The Customer agrees and accepts that the consent given to the Lender to receive reports from CR will be applicable to all requests made by the Customer to the Lender within the validity of the Frame Agreement according to the operating rules, for the manner and procedure, of the use of data from CR.
- 4.6 Before the Lender agrees to grant a loan, the Client must declare whether he is a politically exposed person or related to a politically exposed person (hereinafter: PEP).
- 4.7 The Lender reserves the right, at its sole discretion and for justified purposes, to request any additional information about the Customer for the purpose of implementing the Agreement (eg Tax Residency). The Customer agrees to provide the Lender with any information as requested by the Lender.
- 4.8 Before signing the Agreement, the Lender will make available to the Customer all the pre-contractual documentation for the requested loan and the terms of the loan.

5. CUSTOMER IDENTIFICATION AND KNOW YOUR CUSTOMER (KYC) PRINCIPLES

- 5.1 The Customer, or in exceptional cases his representative, must submit the data and documents requested by the Lender for the identification of the Client.
- 5.2 The Customer will be identified based on personal identification documents that are in accordance with the legislation and accepted by the Lender (eg, a passport, an identity card).









- 5.3 The Customer or his representative can be identified through a means of communication accepted by the Lender or through a means of digital identification.
- 5.4 The Lender will assume that the documentation and information submitted by the Customer is authentic, valid and correct.
- 5.5 The Lender will make a copy of the documents submitted by the Customer and will store it, physically and/or electronically, according to the rules of the Privacy Policy.
- 5.6 The Lender will implement the measures established at the local and international level for the prevention of money laundering, financing of terrorism and fiscal evasion, as well as measures for the implementation of sanctions. Therefore, the Lender must have an overview of its customers and the activities (e.g. economic activities) and the origin of the customers' assets (by implementing the Know Your Customer principle). Based on the mentioned considerations, the Lender has the right and the obligation to:
- 5.6.1 regularly check the identification information of the Customer or the Customer's representative and obtain additional documents and data (including citizenship, tax residence, residence) from the Client throughout the validity of the contractual relationship with the Client.
- 5.6.2 regularly and/or at its discretion to request documents and data related to the Customer's activities, including data related to the purpose and substance of the transactions and the legal origin of the Customer's assets used in the transactions.
- 5.6.3 monitor how the Customer uses the Lender's services and reserves the right to refuse to enter into future agreements with the Customer if any negative information is discovered.
- 5.7 During the implementation of measures for the prevention of money laundering and financing of terrorism and sanctioning measures, the Lender will use risk-based methods and will choose the appropriate measure of the measures, based on the nature of the transactions, as well as the assessment regarding to the extent of the risk that the customer, or any other person related to the transaction, may engage in or initiate money laundering, terrorist financing or violate the imposed sanction.

6. ASSESSMENT OF RELIABILITY AND AFFORDABILITY

6.1 The Lender performs the Customer Assessment based on available information, including information received from the Customer and at its discretion, if necessary, after querying external databases related to creditworthiness and affordability assessment, into which the Lender has legal access.









- 6.2 The Customer is obliged to provide the Lender with copies of the documents required for the Appraisal as needed by the Lender, such as:
- 6.2.1 a certificate of employment; and/or
- 6.2.2 a copy of a bank statement; and/or
- 6.2.3 a document for receiving a pension, in the case of a pension beneficiary, etc.
- 6.3 In the case of an Application for a Security Charge Agreement, the Customer is obliged to provide the Lender with a valid ownership document for the object of the pledge to secure the loan.
- 6.4 As part of the Evaluation, the Lender, at its discretion, may, through its employees, conduct a conversation with the customer, during which it may request and receive additional data or documents. All such conversations are recorded and stored in accordance with the Privacy Policy and will form part of the Customer's file held by the Lender.
- 6.5 For the purposes of loan approval, in accordance with the Terms, the Customer declares that on the day of the request, they:
- 6.5.1 have no obligations as a guarantor or outstanding obligations to the state, financial institutions, current or former employers, any natural or legal person or obligations for payment in advance of the loan for which they apply, except for those for which they have notified the Lender during the process of concluding the Agreement.
- 6.5.2 no payment order has been filed against them by the notary or lawsuit and they do not know any objectively justified reason that could lead to this.
- 6.5.3 is not bankrupt, does not participate in agreements, the implementation of which would be contrary to the fulfillment of obligations from the Agreement.
- 6.5.4 all data provided in the Application are complete and correct.
- 6.6 If during the submission of the Application the Customer provides incorrect data, depending on the moment of ascertaining this fact, the Lender reserves the right to either refuse the conclusion of the Agreement and the granting of the Loan, or to terminate the Agreement (if such has been concluded) and any contractual relationship with the Customer, without prior notice and to request early repayment of the loan, together with all fees, costs and interest accrued or such as will accrue until the date of termination of the Agreement. The loan is declared for early payment with a unilateral declaration of the Lender, which can be sent via the phone number (via SMS) specified by the Customer in the Application, in person, at the stated address or by e-mail.
- 6.7 In case the Lender approves the Application, the Customer will be notified about it by e -mail and/or phone number (by SMS or by phone), personally at the business premises or at the business premises of a







credit broker or in the environment Mylute.

- 6.8 The Lender has the right to offer the Customer conditions for concluding a contract different from those requested, including a shorter loan repayment period or a lower loan amount. If the Customer accepts the offer by signing the Agreement, the Lender does not require the Customer to submit a new Application.
- 6.9 The deadline for the approval of the Application is 72 (seventy-two) hours from its submission. If the Application is not approved during this period, it will be considered not approved.
- 6.10 The Lender reserves the right to reject the Application, by sending a written notice to the Customer, by email, by SMS to the specified phone number, displaying it in the Mylute environment.
- 6.11 If applicable, the Access Fee is a fee charged by the Customer and represents the costs associated with the approval and the disbursement of the loan. If the Customer has paid the Access Fee and is exercising his right to withdraw from the Loan, the Customer will return the Loan amount deducting Access Fee.

7. CONCLUSION OF AGREEMENT

- 7.1. Each Agreement is considered concluded and enters in force upon its execution by the Parties and will remain in force for an indefinite period until terminated in accordance with the Contract.
- 7.2. Each Agreement and each application may be physically signed at the business premises of the Lender or at the business premises of a credit intermediary. The electronic signature can be done in Mylute or in another online environment. The parties agree and acknowledge that all statements related to the Application, binding, implementation and termination of the Agreement, signed with a simple or advanced electronic signature will be equivalent to a hand- signed signature.
- 7.3. For the electronic signature in the Mylute environment, the Customer's electronic certificate stored on the Customer's device (phone) will be used. By pressing the "Sign" button, an application will ask for biometrics (fingerprint or face ID) or if this is enabled, then in the case of an iPhone it will ask for the Customer's phone PIN. The biometric information will be used to obtain a verification result from the phone's secure storage (i.e., Secure Enclave for iPhone) and using the Mylute certificate stored there, the signature for the PDF document will be created and sent to the servers of Lenders, where it will be added to the PDF file. No biometric information will be sent to the Lender's servers. Furthermore, it is not possible to change the biometric information from that signature. If biometrics is not configured and in the case of an iPhone the phone PIN is not configured either, then the Agreement or request will be signed electronically, using the Customer's stated phone number, where the Lender will send a message unique one- time password code (OTP), which the Customer must enter within 3 minutes on the subpage that appears. If the OTP code entered







matches the one sent by the Lender, the Agreement or request is considered signed.

- 7.4. For the electronic signature outside the Mylute environment, the Lender will send a unique link to the Client's e-mail and by opening the link an OTP will be sent to the Customer's stated phone number, which the Customer must enter within 3 minutes on the subpage appeared to him. If the OTP code entered matches the one sent by the Lender, the Agreement or Request is considered signed.
- 7.5. The secured agreement is considered signed and bound from the moment when the Customer personally signs the Agreement and its annexes and will be informed of all the rights and obligations arising from it. The Secured Contract enters into force after the Customer signs the Agreement with the Lender and the pledge is registered in the Credit Registry.
- 7.6. Any amount approved and disbursed by the Lender to the Customer is considered a loan approved by the Lender under the terms of the Agreement.

8. LOAN DISBURSEMENT

- 8.1. The Lender will disburse the loan to the Customer in full exclusively to the Customer's IutePay e- Money Account. If the Customer has more than one IutePay account, the Loan disbursement will be made to the IutePay Electronic Money Account of the Customer selected by the latter.
- 8.2. The Customer is aware and agrees that the withdrawal of funds from the IutePay Electronic Money Account may be subject to commissions imposed by IutePay.
- 8.2.1. In case the Agreement is concluded through a Loan Intermediary for the purpose of purchasing goods or services of the Loan Intermediary, the Lender will disburse the amount of the Loan to the lutePay Electronic Money Account and based on the initiated transaction the amount of the Loan is immediately transferred to the payment account to the Loan Intermediary or in case the Loan Intermediary does not have a payment account in lutePay, the Loan amounts will be transferred to the payment account of the Lender, who will transfer the Loan amounts to the bank account of the Loan Intermediary. The Lender is not responsible to the Customer in case of any technical problem with the goods purchased or the service received through financing from the Lender, the relationship between the Loan Intermediary and the Customer is strictly bilateral.
- 8.3. If the Customer has provided the Lender with false material information or the circumstances that form the basis for granting the loan have changed (including the Customer's financial situation has worsened, with the presentation of liens on the item charged with collateral, which were not known to the Lender), the Lender has the right to refuse the disbursement of the Loan or a part of it based on the Agreement.





9. INTEREST, COMMISSIONS, FEES AND INTEREST

- 9.1. The Lender has the right to interest and/or other fees as agreed in the Specific Loan Agreement.
- 9.2. The Customer shall pay the Lender interest on the remaining amount of the loan based on the interest rate specified in the Specific Loan Agreement within the terms and amounts specified in the Amortization Plan. By signing the Agreement, the Customer agrees that the loan interest will be applicable and calculated from the moment of loan disbursement.
- 9.3. The interest is calculated every month using the simple interest method for the remaining amount of the loan, considering that the year has 360 days, and the month has 30 days.
- 9.4. The Access Fee is a fee charged by the Customer and represents the costs associated with the approval and the disbursement of the loan. If the Customer has paid the Access Fee and is exercising his right to withdraw from the Loan, the Customer will return the Loan amount deducting Access.
- 9.5. The total cost of the Loan shall be all costs, including interest, Access Fee and all other types of fees, which the Customer is obliged to pay in connection with the Specific Loan Agreement and which are or should be to be known to the Customer, including the fees for additional mandatory services in connection with the Specific Loan Agreement, and in particular the insurance premiums in cases where the conclusion of the service contract is a mandatory condition for obtaining the Loan, or in cases where the granting of credit is a result of the application of commercial terms and conditions. The total cost of the Loan does not include notary fees or state fees. The initial annual percentage rate expresses the total costs of the loan for the Customer, current or future, (including interest, other direct or indirect costs, commission fees or fees of any kind) resulting from the use of the loan and is expressed as an annual percentage of credit (NEI). The calculation of the initial annual percentage rate is based on the terms and conditions of the Agreement valid at the time of the conclusion of the Specific Loan Agreement or its amendment (including the interest rate valid at that time). After calculating the total cost of the loan and the initial annual percentage rate, it is assumed that the loan is used without delay and in full by the Customer, the Agreement remains in force until the final date of repayment of the Loan amount agreed in the Specific Loan Agreement and the parties will properly fulfill the obligations arising from the contract. An example of the NEI calculation that corresponds to the rules set by the Bank of Albania of regulation no. 59 "On transparency in financial and banking services and products" is stipulated in the Specific Loan Agreement.
- 9.6. The maximum annual percentage rate of a loan (maximum APR) is the maximum total cost of a loan calculated as an average of the effective interest rate applied by the Lender according to the type of consumer









loan, also considering/adding a third to according to the provisions of the amended regulation of the Bank of Albania "On Consumer Credit and Mortgage Credit". This rate will be determined by the Bank of Albania at the end of each semester for the next semester and will be published on the official website.

10. AMORTIZATION PLAN

- 10.1. During the validity of the Agreement, the Lender will make available to the Customer the Amortization Plan free of charge.
- 10.2. The Amortization Plan contains data on the monthly payable loan obligations and their maturity, and the conditions related to the payment of these amounts, an overview of each payment with data on the loan amount and interest.
- 10.3. The Customer can view the Amortization Plan on the Mylute platform, but upon the Customer's request, the Lender will deliver the Amortization Plan to the Customer by mail or e mail.
- 10.4. For the Customer's convenience, the Lender will round the installments, defined in the Amortization Plan, as the reconciliation will be carried out with the last repayment obligation.

11. LOAN REPAYMENT

- 11.1. The Customer shall repay the Loan according to the terms and conditions provided herein and in accordance with the amounts set forth in the Amortization Schedule.
- 11.2. The Customer shall repay the Loan exclusively through the Customer's IutePay Electronic Money Account.
- 11.3. By signing the Agreement, the Client is aware and expressly authorizes the Lender to proceed with an automatic Direct Debit from the Client's IutePay Electronic Money Account for the settlement of all payable obligations. The Customer must make it possible for the Customer's IutePay Electronic Money Account to have sufficient funds to realize the repayment of the obligations in due time.
- 11.4. The Customer shall pay at his own expense all costs that may be incurred in connection with the implementation of the Contract.
- 11.5. The Customer acknowledges that if the Customer has more than one outstanding Loan or other obligations to the Lender, the repayment of such payments shall be made at the discretion of the Lender.



11.6. If the Client has more than one outstanding loan with the Lender, the distribution of the funds received by the Client will be made between the amounts first due and second on maturity, in the following order:

11.6.1. costs of judicial and extrajudicial meetings, costs for reminder letters, sending messages.

11.6.2. suspension fees (if are);

11.6.3. accrued interest or late penalties.

11.6.4. fees.

11.6.5. interest.

11.6.6. Principal.

11.7. All refunded amounts are considered valid from the moment the identified amounts are made available in the Electronic Money Account opened in lutePay. If the Borrower has received any payment from the Client through channels other than the Client's lutePay Account, the beneficiary of the funds must be identifiable to consider the funds as received by the Lender and the funds will be transferred to the lutePay Electronic Money Account. If there are insufficient funds in the Customer's lutePay Electronic Money Account to repay the obligations due from the Lender to the Customer, the latter will be responsible for all the consequences of a late payment. If the funds received by the Client are not sufficient to settle all the obligations made demandable, the expenses related to the obligations not fulfilled or not fulfilled within the term are payable first in accordance with points 11.5 and 11.6.

12. EARLY REPAYMENT

12.1. The Customer has the right to repay the loan in full or in part ahead of time, through a request for early repayment to the Lender using stable means of communication, at least 3 (three) days in advance. The customer has the right to choose the date of early partial repayment of the loan, which date cannot be later than the date of the next installment.

12.2. In case of early full repayment of the Loan, the Client must have available balance in his electronic money account with lutePay shpk sufficient to repay the outstanding amount of the loan, the remaining commission and accrued interests and fees others until the day of early repayment.

12.3. In case of full early repayment of the Cash Loan, the Lender has the right to compensation for any costs directly related to the early repayment in the amount of 1 percent of the prepaid Loan, when the remaining



period of the Specific Loan Agreement is longer than a year and at the rate of 0.5 percent of the prepaid Loan when the remaining period of the Specific Loan Agreement is less than one year. The Customer is not obliged to compensate the Lender for the costs of early repayment of the loan in cases where he has exercised the right to withdraw from the Specific Loan Agreement, in accordance with legal requirements.

- 12.4. The Customer shall pay the Lender the fee for early repayment on the day of early repayment of the Loan, if the early repayment is full.
- 12.5. If the Customer has requested to repay the loan early and has not repaid the loan in full, or in part, as requested by the Customer, within the terms set by the Lender, it will be considered that the Customer has waived the request for repayment premature.
- 12.6. If the customer has not signed the new Loan Amortization Plan, because of the early partial repayment request, before the early partial repayment date, the request will be cancelled.
- 12.7. Early repayment of the Loan can also be carried out by approving a new Customer- Specific Loan Agreement from the Lender ("Refinancing Loan"). Through loan refinancing, the existing loan is initially closed, and the remaining loan is used for consumer purposes. The Lender is not obligated to approve the refinancing loan request.

In case of early repayment through refinancing of the loan with a new consumer loan, the Customer will pay the Access fee on the principal of the new consumer loan on the disbursement date.

13. RIGHT FOR WITHDRAWAL

- 13.1. The Client has the right, without paying compensation or a fine and without giving reasons, to withdraw from the Specific Loan Agreement within 14 days from the date loan disbursement or from the date on which the Client receives information about his right to was withdrawn.
- 13.2. The right of withdrawal from the Specific Loan Agreement will be considered exercised provided that the Customer sends the Lender a notice by sustainable means of communication before the expiration of the term and the Borrower has received the full payment of the Loan according to point 13.3. If the Customer makes full repayment of the Loan within the 14-day withdrawal period and does not notify the Lender of the intention to withdraw, the funds will be transferred to the Client's Account, remaining as a credit balance in this Account.
- 13.3. In the event that the Client exercises his right to withdraw from the Specific Loan Agreement, he will return to the Lender the loan amount and the accrued interest which is calculated based on the days that the

luteCredit Albania sha NIPT: L42011023U







Loan has been in user from the Customer within the same period of 14 days, deducting the amount paid for the Access Commission.

13.4. If the Customer does not have sufficient funds in the Customer's IutePay Electronic Money Payment Account, during the 14-day withdrawal period starting from the loan disbursement date, which will allow the Lender to claim against the Customer all obligations then it is considered that the customer has not withdrawn from the Specific Loan Agreement and the Agreement continues its validity, according to the conditions in which it was concluded, including the application of the Amortization Plan, an addendum to the Specific Loan Agreement, with all the consequences of any delay of the Customer.

14. MONTHLY LOAN INSTALMENT SUSPENSION

- 14.1. The Customer has the right to request the suspension of the corresponding monthly obligation of a loan, in which case the Customer is obliged to pay a suspension fee. The Suspension Fee is a single non-refundable and non-convertible monetary amount, the amount of which is published in the Fee, paid by the Customer for:
- 14.1.1. agree on the delay of the monthly repayment of the installment;
- 14.1.2. reports according to the regulatory framework the amount in arrears and the status of the loan to the Credit Registry
- 14.1.3. prohibits the calculation of penalties.
- 14.1.4. prohibits collection activities that would increase the Customer's total liabilities.
- 14.1.5. The Customer accepts that in case of non-payment of even partial unpaid obligations, including the suspension fee, within the agreed term, the Lender has the right to retroactively calculate the late payment interest from the date of expiry of the monthly obligations. For the avoidance of doubt, the Suspension Fee shall not be refunded, nor shall it be converted into payment of the monthly fee(s), interest, commission or any other fee owed by the Customer.

15. CONSEQUENCES OF OVERDUE PAYMENT

- 15.1. If the Client does not fully and timely fulfill his obligations under the Contract, the Lender has the following rights:
- 15.1.1. to calculate the overdue interest of the delay of obligations from the date of their expiration until the repayment of the obligations. The late interest rate is calculated in accordance with the Civil Code and to the extent allowed by the Bank of Albania. The applicable late payment interest is published in the Tariff. On the date of conclusion of this Frame Agreement, interest on late payment is 3% (three percent) per day calculated on the loan amount plus the interest on each monthly payment in arrears starting from the day after the date









when the payment became due. Late payment interest paid by the Customer, in no case exceeds 30% of the amount of the contractual obligation (loan installment/s);

15.1.2. to calculate and pay an administrative fee for late obligation notices sent by SMS from the second day late and an administrative fee for written notices sent as follows: first written warning, second written warning, warning in writing before the end of the Agreement and the written notification for termination of the Agreement, while the latter is punishable by termination. The Fee(s) will be calculated according to the Fee valid on the day of notification.

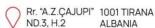
15.1.3. To take all the necessary actions in accordance with the laws in force, including the termination of the Contract and any other Contract concluded between the Parties and to carry out all the activities necessary to collect its claims before all competent authorities and institutions, including but not limited to courts, notaries, bailiffs and others. To submit to the Credit Registry information on the Customer's obligations, which may affect the customer's credibility in the future. Customer data is submitted to the Credit Registry based on the Bank of Albania's Regulation.

16. TERMINATION OF THE AGREEMENT

16.1. In the event that the Client has any delay in paying any of his obligations under a Specific Loan Agreement for more than 50 (fifty) days, the Lender shall have the right to terminate the Contract and/or any Specific Loan Agreement in force and require the Customer to immediately settle the outstanding loan(s), interest(s), fees, late penalty interest, penalties and other claims arising from the Contract and/or any Specific Loan Agreement within 3 (three) working days from receiving a relevant notification from the Lender if:

- 16.1.1. it has become clear that the Customer has provided the Lender with materially false information in the loan application or other documents submitted to the Lender (including notices, certifications);
- 16.1.2. the customer does not properly perform the payment obligations arising from the Agreement.
- 16.1.3. the Customer does not properly fulfill any of the obligations arising from the Agreement.
- 16.1.4. the customer resolves and terminates the electronic money contract with lutePay;
- 16.1.5. in the case of a secured loan, the market value of the item charged with collateral decreases in such a way that the value of the item charged with collateral is not sufficient to meet the requirements of the Lender arising from the Agreement or the invalidity of the collateral appears, and the Lender and the Customer do not reach an agreement on the creation of additional collateral.
- 16.1.6. events occur that endanger the proper implementation of the Agreement by the Client.
- 16.2. The Customer has the right to terminate the Frame Agreement and all Specific Loan Agreement at any time by presenting the Lender with a notice by means of durable communication for this purpose, at least 3 (three) days before the intended termination. Termination of any Specific Loan Agreement and/electronic money contract with lutePay will be considered an early termination as described above and may be subject







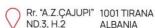
to an early termination fee. Upon termination of this Frame Agreement, the Customer acknowledges and agrees that they are also terminating any or all Specific Loan Agreements, which will be payable from the date of termination.

16.3. In the event of termination by either Party, the Specific Loan Agreement(s) together with all commissions, fees and interest accrued up to the actual settlement date must be paid immediately. The final amount to be paid by the Customer due to the termination by the Lender under the Agreement will be declared by the Lender by Sustainable Means of Communication.

17. FINAL PROVISIONS

- 17.1. The Agreement is an act for the granting of credit by non-bank financial institutions and as such constitutes a binding executive title for the Customer.
- 17.2. In the event of a conflict between the Frame Agreement and any Specific Loan Agreement, the provisions of the Specific Loan Agreement shall apply.
- 17.3. The Customer is aware and accepts that the Lender has the right to transfer and/or assign the rights and obligations arising from any Specific Loan Agreement, as well as to pledge the loan receivables from the Specific Loan Agreement (s) to a party of digest.
- 17.4. The Customer may not transfer the rights and obligations arising from the Agreement or any Specific Loan Agreement to a third party without obtaining a prior written consent from the Lender.
- 17.5. The Parties agree to send notices to each other by durable means of communication using the most recent addresses declared for the other Party. The Parties agree to inform the other Party of any material changes that may have an effect on the Contract. Any notice shall be deemed effective upon its actual delivery: (a) upon delivery to the other party; (b) by delivering the notice to the other Party's email address/phone number; (c) the second day after sending by registered or certified mail, (d) the day of notification in the individual "Mylute" account on the web (e) on the day of the notification in real time on the "Mylute" platform, which are made by Sustainable Communications.
- 17.6. The Customer guarantees that he/she has obtained consent for the processing of the data of a third person whom the Customer has declared as an alternative contact.
- 17.7. The Customer and the Lender shall attempt to resolve all disputes by conciliation, settlement, mediation or other peaceful means, otherwise a competent court shall decide.









17.8. The agreement will be governed by the material laws of the Republic of Albania. Any action, suit or proceeding, including any interim measure of protection or preliminary relief, arising out of or in connection with the Agreement shall be brought exclusively and finally decided by the Tirana District Court.

17.9. No abdication by or on behalf of the Lender of any of its rights under the Agreement shall release the Customer from full performance of the obligations set forth in the Contract, except to the extent that such waiver is expressly made in writing by the Lender.

17.10. Any facilitation, performance or delay by Lender in exercising, or any failure by Lender to exercise, any right under the Contract or applicable law shall not be interpreted as an abdication of such right and shall not affect Lender's ability to exercise this right or pursue any legal remedy, until this is prescribed by the law.

17.11. If any provision of the Contract is held to be illegal, invalid or unenforceable, in whole or in part, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired in any way thereby, and the affected provision shall be deemed to is automatically superseded by another applicable, valid and legal provision having the same effect or as similar effect as possible, of the affected provision, or if this is not possible, of the original intention of the Parties when entering into the Agreement.

IuteCredit Albania J.S.C

IuteCredit Albania sha NIPT: L42011023U



