

## PRIME LOAN AGREEMENT

General Consumer Loan Agreement, with fixed interest rate and fixed term of contract, repayable in monthly instalments, applicable to Customers residing in Germany

### **Terms and Conditions for Prime Loans applicable to customers in Germany (Standard Terms)**

These standard terms and conditions shall, together with the Specific Terms of the Prime Loan Agreement (**Specific Terms**), the Standard European Consumer Credit Information (SECCI) and Repayment Schedule (as amended from time to time) and any direct debit mandate accepted by Ferratum from another financial institution (collectively the **Loan Agreement**), govern the contractual relationship between Ferratum Bank p.l.c. (Ferratum) and the Customer named in the Specific Terms (**Customer**) in relation to the Prime Loan specified in the Specific Terms (**Loan**). Details of Ferratum, the Customer and the Loan are laid down in the Specific Terms.

#### **1. Application for and granting of the Loan**

- 1.1 Ferratum shall only grant a Loan to persons who are at least 18 years of age, have permanent residence in Germany, who are considered creditworthy by Ferratum and who have entered into a Loan Agreement with Ferratum.
- 1.2 An application to enter into a Loan Agreement (**Application**) can be submitted on Ferratum's website at [www.ferratum.de](http://www.ferratum.de) (the **Website**). Ferratum has the right, but not the obligation, to offer the Customer a different loan amount than the amount the Customer applied for.
- 1.3 The Customer may request a copy of the draft Loan Agreement. Ferratum will provide this to the Customer free of charge unless it has decided not to grant the loan.
- 1.4 By signing the Loan Agreement by hand or by qualified e-signature, the Customer submits a binding application to conclude the Loan Agreement.
- 1.5 The Loan Agreement is considered to come into effect upon acceptance by Ferratum. The Customer waives receipt of Ferratum's declaration of acceptance. In case of acceptance or rejection of the Loan Agreement, Ferratum informs the Customer during the application process as well as by email. The acceptance is proven by the payment of the Loan to the Customer by Ferratum. After conclusion of the Loan Agreement, Ferratum provides the Customer with a copy of the Loan Agreement free of charge as well as an invoice attached to a message transmitted by email.
- 1.6 Ferratum retains, at all time, full and absolute discretion as to whether or not to accept a Loan Application and offer the Customer to enter into a Loan Agreement irrespective of prior acceptances of other applications by the same Customer. In case of rejection, Ferratum is not obliged to disclose the reasons for rejection unless such rejection is based on the results of a consultation with a database about the income of a person and/or performance of payment obligations. In the latter case, Ferratum shall inform the Customer free of charge of the result of the consultation and the particulars of the database consulted.
- 1.7 Prior to offering to enter into a Loan Agreement as well as at any time during the term of the Loan Agreement, Ferratum shall have the right to identify and verify the identity of a Customer (both through the Customer him or herself as well as through third party sources) as well as request other information from a Customer and/or third parties which might be relevant to Ferratum to make a decision as to whether to enter into a Loan Agreement. The Customer, undertakes to fulfil all of Ferratum's requests in terms of this clause. The Customer acknowledges and agrees that Ferratum shall have the right to refuse to enter into the Loan Agreement or to terminate a Loan Agreement in the event that Ferratum cannot obtain the information or verification which it considers necessary.
- 1.8 During the application, the Customer will receive access to a personal user account (Account) which may be accessed from the website by using a PIN that is sent via SMS during each login. This shall not be considered as acceptance of the Application by Ferratum. The Customer shall keep the PIN confidential

and may not release or disclose his or her PIN to any other person. Ferratum reserves the right to freeze the Customer's PIN and/or Account without notification when there is a reasonable suspicion of unauthorized use of the PIN and/or Account. The Customer shall be liable for any damages incurred through the unauthorized use of the Customer's PIN. The Customer shall contact Ferratum's immediately in the event of loss or if he or she cannot remember the PIN or if he or she thinks that this may have become accessible to third parties. The Customer shall follow the instructions on the Website to reset the PIN. Ferratum may request the Customer to provide personal details in order to ascertain the Customer's identity prior to re-issuing a PIN.

1.9 The Loan Agreement and ancillary documentation shall be provided in German.

## **2. Repayment of the loan and due date**

2.1 The Customer will repay the Loan principal together with interest and other fees due in accordance with the Loan Agreement by the agreed due date to the Repayment Bank Account. Interest is accrued on the Loan principal amount on a daily basis in accordance with the 30/360 days interest calculation method at the nominal interest rate (per annum) according to the Specific Terms.

2.2 The Customer shall repay amounts due through a bank account held in the Customer's name at his/her own cost. Ferratum reserves the right to refuse payment made through other means. The repayment period shall start at the time the Customer receives the Loan in his or her bank account. The currency applicable to the Loan and any interest, fees or other payments shall be the Euro (€).

2.3 Repayments shall be made using the Repayment Reference Number indicated in the invoice/ statement of account. If this is not done, Ferratum shall have the right to return the payment made and the Customer will be considered not to have made any payment.

2.4 The Loan principal together with the interest shall be repaid in monthly instalments. Other fees and charges shall be paid in accordance with the provisions of the Loan Agreement.

2.5 By signing the SEPA-direct debit mandate attached herewith as Appendix 2, the Customer confirms acceptance to the SEPA-direct debit mandate forming an integral part hereof for the agreed periodic payments and authorizes Ferratum to collect all claims under this Loan Agreement from the bank account of the Customer indicated in Appendix 2 by direct debit when due and furthermore authorizes his/her credit or financial institution to redeem the direct debit mandates presented by Ferratum from the Customer's bank account mentioned therein. This authorisation is also valid for any future agreed amendments to this Loan Agreement. Ferratum shall inform the Customer about the first direct debit fourteen (14) days before the collection. In the event that the Customer has chosen to perform his or her payment via direct debit, and such direct debit fails for any reason not attributable to Ferratum, Ferratum shall have the right to charge the Customer a Failed Direct Debit Fee as specified in Appendix 1 for each instance of such failure.

2.6 The Customer may request a postponement of the monthly instalment/s against the Payment Holiday fee specified in Appendix 1. In such a case, no monthly instalment shall be payable during the month for which the request was accepted. However, interest continues to accrue on the Loan principal for the extra days for which the Loan principal is used. The application shall be made in the manner prescribed by Ferratum and shall be subject to such terms and conditions as shall be made known in advance to the Customer. Ferratum shall have the right to reject the Customer's application at any time and for any reason. The application must reach Ferratum at least 5 working days before the due date with respect to which it is being applied. Ferratum shall inform the Customer whether the due date change application is approved or not. The Payment Holiday fee shall be payable as indicated in the invoice.

2.7 The Customer may request a change in the monthly due date against the Due Date Change fee indicated in Appendix 1. Ferratum shall have the right to refuse such a request without assigning any reason. Such application shall be subject to such terms and conditions as Ferratum shall make known to the Customer

in advance. Ferratum shall inform the Customer whether the application is approved or not. The Customer shall settle the Due Date Change fee as indicated in the invoice.

- 2.8 The Customer may request Ferratum to reschedule the Loan by increasing the number of monthly instalments (thus reducing the monthly repayment amount) by not more than six months against the Rescheduling fee. The application shall be made in the manner prescribed by Ferratum and shall be subject to such terms and conditions as shall be made known in advance to the Customer. Ferratum shall have the right to reject the Customer's application at any time and without assigning any reason. Interest on the Loan principal shall continue to accrue for the extra days for which the Loan principal is used. The Rescheduling fee indicated in Appendix 1 shall be payable by the Customer as indicated in the invoice.
- 2.9 In case of partial payments, the order of allotment shall be the following: First, towards the costs of litigation, second towards the remainder of the amount owed and finally towards default interest.
- 2.10 Any amount shall be considered to have been paid when it is received in the bank account of Ferratum subject to the right of Ferratum to refuse payment as specified in these Standard Terms.
- 2.11 The Customer shall receive the invoice and statement of account electronically. Additionally the Customer may request Ferratum to send the invoice and/or statement of account by post in hard copy format, in which case the Customer shall settle the fee indicated in Appendix 1 as indicated in the invoice.

### **3. Default interest, Reminder letters and Collection fees**

- 3.1 The Customer shall pay default interest on the Loan principal amounts which are not paid by the due date at the default interest rate indicated in the Specific Terms. Any default interests are indicated in the statement of account.
- 3.2 Where a Customer has failed to repay an instalment in full by due date, Ferratum shall be entitled to send physical reminder letters to the Customer by mail against the **Reminder letter fee** indicated in Appendix 1, which fee shall be payable by the Customer as specified in the invoice. The Customer is permitted to prove that no damage or less damage has been incurred.
- 3.3 If the Customer has failed to repay instalments by their due date, Ferratum shall also be entitled to engage third parties to collect the debt from the Customer at the Customer's expense. Ferratum is entitled to register the Customer in debt registers/databases containing credit histories of debtors in cases where Ferratum has terminated the Loan Agreement as per the Specific Terms.
- 3.4 Ferratum shall be entitled to claim compensation for all reasonable actual damages and costs incurred in collecting overdue amounts, including the recovery of payments made to debt collectors as a result of default of the Customer.

### **4. Pre-mature termination of the Loan**

- 4.1 In the case of termination of the Loan Agreement for any reason, the provisions of this Loan Agreement which, due to their nature, stipulate the rights and obligations of the Parties after the termination of the Loan Agreement shall apply also after the termination of the Loan Agreement. This, above all, concerns such provisions which determine settlement of disputes between the Parties, repayments of amounts due in terms of clause 4.2 below and/or clause 2.9 of the Specific Terms and the assignment clause.
- 4.2 In case of termination in terms of paragraphs (a) and (b) of clause 2.9 of the Specific Terms, the customer is obliged to repay the net loan amount outstanding at the time of termination.

### **5. Amendment to Fees and Loan Agreement**

- 5.1 When a Customer utilises a service listed in the Appendix 1 the fees quoted therein at this point in time shall, unless otherwise agreed upon in this respect, apply. Any payment by the Customer beyond the agreed fee for the principal service shall be subject to express agreement between Ferratum and the Customer. Unless otherwise agreed upon, the fee for services not listed in Appendix 1 shall be governed by the statutory provisions, insofar as such services are rendered on behalf of the Customer or in the Customer's presumed interest and are, judging by the circumstances, to be expected only in return for a fee. Ferratum shall not charge fees for a service that Ferratum is legally obliged to render free of charge or

is obliged to render free of charge as a result of a contractual subsidiary duty, or that it performs in its own interest.

In case of a cost increase and to maintain the equivalence ratio, once a quarter Ferratum can change the amount of the fees mentioned in Appendix 1 by disclosing the individual cost components and their weighting in the calculation of the overall price. Cost reductions are to be passed on to the Customer in the same manner.

- 5.2 For objective reasons (changes in the law, changes in court rulings or changes in economic conditions) the Standard Terms, Appendices (excluding the direct debit mandate) and/or to Specific Terms can be amended by Ferratum. All amendments shall be made available to the Customer on a durable medium no later than two months before the proposed effective date. If the Customer has agreed upon an electronic communication channel with Ferratum under the business relationship, the amendments may also be offered through this channel. Ferratum shall inform the Customer of any amendments to these Standard Terms, Appendices and/or to Specific Terms by email or by mail. In this respect, the amended terms and conditions shall be highlighted and the reason for the amendment is to be displayed. The Customer's consent shall be deemed granted, unless the Customer gives, in text form, notice of its non-acceptance before the proposed effective date of the amendments. In the notification, Ferratum shall expressly point out to the Customer this effect regarding deemed consent. The right of termination for good cause remains unaffected.

## **6. Data Protection**

- 6.1 The Customer acknowledges that Ferratum shall collect and process his/her personal data in accordance with General Data Protection Regulation (Regulation (EU) 2016/679 ). The Customer can find our Principles of Processing the Personal Data of Clients on the website as PDF file:  
[ferratum.de/sites/ferratum.de/files/20180516\\_de\\_principles\\_of\\_processing\\_personal\\_data\\_of\\_clients.pdf](https://ferratum.de/sites/ferratum.de/files/20180516_de_principles_of_processing_personal_data_of_clients.pdf).

## **7. Governing law and settlement of disputes**

- 7.1 The Loan Agreement and the business relationship between Ferratum and the Customer shall be governed by Maltese law. Any mandatory protection granted under German law for the purpose of consumer protection shall apply to the Customer.
- 7.2 The Customer may only bring proceedings against Ferratum in the Member State of the European Union where the Customer is domiciled or in Malta. Ferratum may bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled. Both parties may bring a counter-claim in the court where the original claim is pending.
- 7.3 This provision shall survive the termination of the Loan Agreement.

## **8. Communications**

- 8.1 By concluding the Loan Agreement, the Customer agrees that all relevant notices and other communications can be sent to him or her electronically, including e-mail, SMS, and through other communication channels agreed e.g. Whatsapp. Notices and other communications (except for important declarations according to § 308 No. 5 BGB and other important notices such as Reminder Letter and notice of termination) sent electronically are considered received on the day following the day of transmission unless Ferratum receives a delivery failure notification through the same channel. If the

Customer accesses the notice at an earlier point in time, the notices and other communications are considered received at that time.

8.2 The Customer is obliged to check his personal e-mail and other communication channels agreed to with Ferratum at least every 14 days as well as immediately after receipt of an email-notification.

8.2 The communication between the Customer and Ferratum shall be made in German and/or English.

## **9. Warranties**

9.1 By submitting an application to enter into the Loan Agreement, the Customer undertakes and agrees that he or she:

- (i) has provided true, correct and complete information to Ferratum and that he or she will inform Ferratum without undue delay whenever there is a change to such information or in the event that he or she notices that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;
- (ii) that the bank account provided to Ferratum for disbursement and repayment purposes is held in the Customer's own name with a reputable bank established in the European Union. Customer acknowledges and accepts that in case of change in personal bank account details he or she may be requested to verify such details in the manner required by Ferratum;
- (iii) has entered into this Loan Agreement of his or her free will and has not concluded the Loan Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to his or her personal and financial circumstances;
- (iv) has read the Loan Agreement and understands the information provided therein;
- (v) is not a Politically Exposed Person (a natural person who is or has been entrusted with a prominent public function, and includes such individual's immediate family members or persons known to be close associates of such persons. This does not include middle ranking or more junior officials, as well as persons who have ceased to be entrusted with a prominent public function for a period of at least twelve months) unless otherwise declared specifically to Ferratum;
- (vi) is not obtaining the loan for the benefit of or on behalf of somebody else. If the Customer is obtaining the Loan or otherwise acting on behalf of another person, he or she shall inform Ferratum immediately, in which case the Customer understands that additional measures will have to be applied, and accepts that Ferratum may refuse to enter into the Loan Agreement or grant a Loan or may, if granting a Loan, impose additional conditions on both the Customer and his or her principal;
- (vii) understands that short-term borrowing may carry with it certain risks since it is designed to suit liquidity needs over short periods of time and may carry higher interest rates than long term borrowing. Consequently using short-term borrowing over a long period of time and to address long-term financial needs may lead to increased financial pressures.

9.2 Without prejudice to the other rights or remedies of Ferratum, the Customer will indemnify and hold harmless Ferratum against any damages or liabilities, which Ferratum may incur as a result of or in relation to any culpable breach of the undertakings contained in this clause or any of the Customer's obligations under this Loan Agreement. This does not apply if the Customer is not responsible for the breach of duty.

Date: 17.08.2021

## Appendix 1

<b>Tariff of Fees</b>	
Fee for each invoice/statement of account sent by post upon customer's request	€3.50
Fee for Change in Due Date	First request for change in Due Date: Free  A fee of €50 shall be payable for every request thereafter.
Payment Holiday fee	€80 for each payment holiday granted
Rescheduling fee	€80 for each rescheduling granted
Failed Direct Debit fee	€6
Reminder Letter fee	€3.50 for each reminder letter send by post

## Appendix 2

<p><b>SEPA Direct Debit Mandate</b></p> <p>Creditor: Ferratum Bank p.l.c., St Business Centre, 120, The Strand, Gzira GZR 1027 Malta Identifier of the Creditor: MT05ZZZ995874623T Mandate Reference: will be provided</p>
<p>By signing this mandate form, you authorise (A) the Creditor to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.</p> <p>Name of the debtor: Street name and number: Postal code and city/town: Account number (IBAN): Type of Payment: ( ) recurrent or ( ) one-off date</p> <p>Date, location and signature:</p>