



## Credit Agreement

<p><b>Creditor (Ferratum, We):</b> <b>Multitude Bank p.l.c.</b> License and Registration Number: <b>C 56251</b></p> <p><b>Registered Address</b> ST Business Centre, 120, The Strand, Gzira, GZR 1027, Malta.</p> <p><b>Contact Information</b> Email: <a href="mailto:service.de@ferratumbank.com">service.de@ferratumbank.com</a> Website: <a href="http://www.ferratum.de/kreditkarte">www.ferratum.de/kreditkarte</a> (the Website)</p> <p><b>Regulator</b> Licensed as a credit institution and regulated by the <b>Malta Financial Services Authority</b></p> <p>Malta Financial Services Authority, Triq I-Imdina, Zone 1 Central Business District, Birkirkara CBD 1010, Malta</p>	<p><b>Customer (You):</b> <b>Name</b></p> <p><b>Address</b></p> <p><b>Personal ID No.</b></p> <p><b>Contact Information</b> Telephone: Email:</p> <p><b>Bank Account Number</b></p>
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About This Agreement: From the effective date, this agreement replaces all previous agreements between you and Ferratum for the same Credit Agreement number. It sets out the terms governing your credit facility.

### 1. Key Information

<b>1.1 Type of Credit:</b>	Consumer Credit Agreement as a revolving credit facility on a credit card issued by us (Ferratum Mastercard)
<b>1.2 Total Amount of Credit (Credit Limit):</b>	1,500 EUR. Subject to changes as per clause 5.2 and 5.6 hereof.
<b>1.3 Duration of the Credit Agreement:</b>	Indefinite
<b>1.4 Borrowing Rate, that is nominal fixed interest per annum on the open Credit balance:</b>  <i>(calculated on the basis of each month having 30,41666 days)</i>	<p><b>Cash advances:</b> 22.00% per annum calculated daily from the date of transaction until fully paid.</p> <p><b>Purchases:</b> You pay 0% interest on purchases credited to your Card Account if you repay them by the Due Date shown on the Monthly Statement on which the purchase is shown for the first time. If you do not pay by the Due Date, we charge interest of 22.00% per annum calculated daily on purchases until fully paid.</p> <p>Other transactions and amounts charged to your Credit Account: 22.00 % per annum calculated daily the transaction balance until fully paid.</p> <p>The borrowing rate is fixed for the duration of the Credit Agreement.</p>

<b>1.5 Annual Percentage Rate of Charge (APR):</b>	<p>24.36% based on an open Credit of 1,500 EUR and a yearly nominal interest rate of 22.00% amounting to 184.70 EUR and on the following assumptions: The total amount of the Credit is drawn down immediately and in full. The Credit is provided for a period of one year starting from the date of the initial drawdown, and the final payment made clears the balance of capital, interest and other charges, if any. The Credit is repaid in equal monthly payments, commencing one month after the date of the initial drawdown. The interest and other fees shall be applied in accordance with the drawdowns and repayments of capital and as provided for in the Card Agreement.</p>
<b>1.6 Total Amount Payable:</b>	<p>1,684.70 EUR based on an open Credit of 1,500 EUR and a yearly nominal interest rate of 22.00% amounting to 184.70 EUR, and on the following assumptions: The Total Amount of Credit is drawn down immediately and in full. The Credit is provided for a period of one year starting from the date of the initial drawdown, and the final payment made clears the balance of capital, interest and other charges, if any. The Credit is repaid in equal monthly payments, commencing one month after the date of the initial drawdown. The interest and other fees shall be applied in accordance with the drawdowns and repayments of capital and as provided for in the Card Agreement.</p> <p>The Total Amount Payable mentioned above is correct as long as the assumptions explained earlier are followed. This means the total amount you need to pay will change if you withdraw a different amount or make repayments differently. For example, if you only pay the Minimum Payment Amount, the total amount you have to repay will be higher, and the time to repay will be longer.</p>
<b>1.7 Repayment:</b>	<p>You must at least pay the Minimum Payment Amount each month.</p>
<b>1.8 Minimum Payment Amount</b>	<p>The regular Minimum Payment Amount is either 20.00 EUR or 2.00% of the Credit (capital) balance shown on your Monthly Statement. This includes any interest and fees that have accumulated during the month.</p> <p>OR</p> <p>The Minimum Payment Amount each month is made up of two parts:</p> <ol style="list-style-type: none"> <li>a. Regular Minimum Payment Amount: The higher of 20.00 EUR or 2.00% of your Credit balance, plus all interest and fees from your Monthly Statement.</li> <li>b. Instalment Amount: The monthly amount you agreed to pay under any Installment Plan with us for specific transactions.</li> </ol>
<b>1.9 Due Date:</b>	<p>The 2<sup>nd</sup> day of each month</p>
<b>1.10 Conditions of disbursement</b>	<p>To get credit under this Agreement, you must first have a Current Account and a Card Agreement with us. The Credit will be issued through your Ferratum Mastercard.</p> <p>We will subtract the Credit amount from its claim under the Card Agreement when you use the Ferratum Mastercard to access the Credit. The request for repayment of the Credit replaces previous claims under the Card Agreement.</p>
<b>1.11 Default Interest:</b>	<p>If you miss a payment deadline, you will be charged extra interest. This interest is 5 percentage points above the basic rate set by Deutsche Bundesbank on January 1 and July 1 each year, but it can change if the basic rate changes. The current late payment</p>

	interest rate is 6.27% per year. We can adjust this rate or the amount you owe if the loss is greater or lesser than expected.
<b>1.12 Warning on Missing Payments</b>	Not paying on time can lead to serious consequences like losing property and it can make getting new credit harder in the future.
<b>1.13 Subject of the Card Agreement and cash payment price</b>	<p>As your payment service provider, we offer you several services through your Credit Card. These services include making payments to businesses, withdrawing cash, and other transactions. For these services, we charge fees which are detailed in the List of Prices and Services, a document that is part of your Card Agreement.</p> <p>The fees you pay for using these services are considered the cost of the transactions. Any changes to these fees are outlined in Clauses 13.1 and 13.2 of the Card Agreement. You are responsible for these costs, which are related to the consumer loan agreement as well. Therefore, when you make payments or withdrawals using your card, it also affects your credit account, reducing the available credit accordingly.</p>
<b>1.14 Credit Intermediary:</b>	
<b>1.15 Credit account Number:</b>	
<b>1.16 Credit Agreement Number:</b>	
<b>1.17 Supervisory Authority</b>	<p>Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.</p> <p><a href="http://www.mfsa.mt/about-us/contact/">www.mfsa.mt/about-us/contact/</a></p>

## 2. Right of Withdrawal from the Credit Agreement within 14 days

### Instruction of Revocation

#### Section 1

##### Right of withdrawal

You can **revoke** your contractual declaration **within 14 days without giving reasons. The period begins after the conclusion of the contract** and after you **have received all Mandatory Information listed below under Section 2**. You have received all Mandatory Information if such information is contained in the counterpart of the application or the contractual document intended for you or in a copy of the application or the contractual document intended for you and such document has been provided to you. You can be informed subsequently on a permanent data medium of any mandatory information not included in the text of the contract; the withdrawal period is then one month. You must be informed again of the start of the revocation period with the additional mandatory information. The timely dispatch of the revocation notice is sufficient to comply with the revocation period if the declaration is made on a permanent data medium (e.g. letter, telefax, e-mail). The revocation is to be addressed to:

Multitude Bank p.l.c.,  
ST Business Centre, 120 The Strand,  
GZR 1027 Gzira, Malta;

Email address: [service.de@ferratumbank.com](mailto:service.de@ferratumbank.com)

##### Special circumstances for other contracts

- If you revoke this Credit Agreement, you are no longer bound by the Card Agreement.
- If you have a right of revocation with regard to the Card Agreement, you are no longer bound by the Credit Agreement upon effective revocation of the Card Agreement. The legal consequences of the revocation are governed by the provisions made in the Card Agreement and the Instruction of Revocation issued for this purpose.

#### Section 2

##### Mandatory contractual information required for the start of the withdrawal period

The mandatory information within the meaning of section 1 sentence 2 includes the following Information:

1. The name and address of the lender and the borrower;
2. The type of loan;
3. The net loan amount;
4. The annual percentage rate of charge;
5. The total amount;  
As regards points 4 and 5: the indication of the annual percentage rate of charge and the total amount must be stated, specifying the assumptions that are known at the time the contract is concluded and that are used in the calculation of the effective annual interest.
6. The borrowing rate;  
The indication of the borrowing rate must include the conditions and the period for its application and the way it is to be adjusted. Where the borrowing rate is dependent on an index or reference rate, these must be indicated. If the credit agreement provides for several borrowing rates, the information must be given for all of them.

7. The duration of the contract;
8. The amount, the number and the due date of each instalment;  
If partial payments are planned, it must be stated in which order the outstanding claims of the lender for the different borrowing rates apply, through which partial payments are repaid.
9. The conditions of disbursement;
10. The default interest rate and the manner of its possible adjustment as well any delay costs incurred;
11. A warning about the consequences of missing payments;
12. The existence or non-existence of a right of withdrawal, the period and other circumstances for declaring withdrawal, and an indication of the borrower's obligation to repay a loan already disbursed and to pay interest; the amount of interest payable per day must be indicated;
13. The borrower's right to repay the loan early;
14. The supervisory authority responsible for the lender;
15. The procedure to be followed for terminating the contract;
16. The indication that the borrower has access to an out-of-court complaint and redress procedure and the conditions for such access;
17. The securities and insurances required by the lender, in particular a reservation of title in case of financing assistance against payment
18. The name and address of the Credit intermediary involved
19. Account maintenance fees charged in connection with the consumer credit agreement, as well as the conditions under which the fees may be adjusted if the lender requires the conclusion of an account maintenance agreement, and any other costs, in particular in connection with the disbursement or the use of a payment instrument with which both payment transactions and withdrawals may be made, as well as the conditions under which the costs may be adjusted;
20. All other contractual conditions.
21. Special features for other contracts

Supplementary mandatory information for credit agreements linked to another contract and for credit agreements contracts which serve exclusively to finance another contract (which is subsequently revoked) and in which the performance of the of the entrepreneur from the revoked contract are precisely specified:

In addition to the information referred to in points 1 to 20, these contracts must contain:

- a) the name of the object (goods or services) and the amount of the cash payment price, and
- b) information on the consumer's rights arising from the fact that the credit agreement is concluded with an ancillary

whose contract is linked or related in the manner referred to above. It is also necessary to discuss the conditions for the exercise of these rights.

### **Section 3**

#### **Consequences of withdrawal**

If the credit has already been drawn down, the borrower **must repay it within 30 days at the latest** and **pay the agreed debit interest** for the period between disbursement and repayment of the Credit. The period begins with the dispatch of the revocation declaration. For the period between disbursement and repayment, if the credit is fully drawn down, an interest amount of 0.90 EUR per day is payable. This amount is reduced accordingly if the credit was only partially utilized.

#### **Special circumstances for other contracts**

- If the borrower has a right of revocation with regard to the Card Agreement, the lender's claims for payment of interest and costs from the rescission of the Credit Agreement against the borrower are excluded in the event of the effective revocation of the Card Agreement.
- If the borrower is no longer bound by the Card Agreement due to the revocation of this Credit Agreement, the services received by both parties must be returned to this extent.

#### **Objections to related contracts**

The borrower may refuse to repay the Credit insofar as objections would entitle him to refuse to perform his performance towards the contractual partner under the related contract. This does not apply if the financed consideration is less than EUR 200 or if the legal basis for the objection is based on an agreement concluded between the borrower and the other contractual partner after the conclusion of the Credit Agreement. If the borrower can demand cure from the other contractual partner, he can only refuse to repay the Credit if the cure has failed

**2.1** If you choose not to cancel the agreement you must follow all the rules and conditions of the Credit Agreement.

**2.2** If you revoke your Current Account or Card Agreement, it will be treated as if you have also revoke this Credit Agreement.

### **3. Securities**

**3.1** To protect its rights under this Credit Agreement, we require you to provide collateral for any claims we might have against you. This includes claims from consumer credit regulations, cases where the agreement might be nullified, revoked, ineffective, or unenforceable, and also includes claims from extensions, terminations, or cancellations of the agreement.

**3.2** Assignment of Claims for earned income, social benefits, and insurance benefits:

**a)** You agree to assign to Ferratum your rights to any future income, social benefits, and insurance benefits. This includes:

**(1) Earned Income:** civil service pay, military, pensions, pension claims, supplements, grants, commissions, bonuses, profit sharing, fees, compensation claims as a freelancer, claims for personally performed work or services pursuant to § 850i of the Code of Civil Procedure (ZPO), special payments such as Christmas bonus, severance pay, dismissal and transitional allowances, entitlement to payroll tax compensation.

**(2) Social Benefits:** Unemployment, health, accident, and pension insurance benefits, and other public support.

**(3) Insurance Benefits:** Payments from private and international health, accident, and pension insurances.

These incomes will be combined for the purpose of this assignment. The non-seizable portion will be calculated from the higher of these incomes or social benefits if they overlap.

Additionally, you allow us to consolidate claims from different sources under Sections 850e (2) and 850c (4) of the German Code of Civil Procedure (ZPO), ensuring that basic living income is considered first.

- b) the assignment is limited to the total amount of credit you've used, plus any interest and costs you've already accumulated, along with an additional 20% of your Total Credit Amount. This extra 20% covers potential default interest and legal costs. This assignment remains until we receive the full amount owed from your employer or another paying entity. The total amount your employer or paying entity needs to pay us cannot exceed this set limit. If they provide any services to us, the amount they owe may be reduced accordingly. This adjustment is based on what is disclosed and agreed upon in the terms of the assignment, as referred to in Clause 3.2 lit. f.
- c) if you are a public servant or a member of the Bundeswehr; you must provide a certified document agreeing to the assignment of part of your wages and pensions as per section 411 of the German Civil Code.
- d) You give us permission to gather information about these claims from your employer or other responsible parties, or directly from you.
- e) You must immediately inform us of any changes in your employment, name, address, or any seizures of your assigned claims.
- f) We will only reveal and collect on the assigned claims if you consent to this or if you fall behind on payments equal to at least two minimum monthly payments after receiving two written requests for payment. We must notify you one month before disclosing the assignment.
- g) We will return the rights to you once it is satisfied that its secured claims have been fully paid.
- h) if the amount of secured claims decreases by 20%, we must partially release the assignment at your request.

#### **4. The Credit Agreement**

- 4.1 To receive credit from us, you need to have a Current Account and then sign both a Credit Agreement and a Card Agreement with us.
- 4.2 You can apply for the Credit Agreement after reviewing the draft provided by us and completing the application with an electronic signature. We will give you the draft for free before you enter into the agreement, unless it decides not to proceed with the agreement.
- 4.3 Upon signing you acknowledge and confirm that you:
  - 4.3.1 provided accurate and complete information to us and update them quickly if there are any changes or errors in the information you provided. We expect updates within one working day.
  - 4.3.2 own the bank account in the European Union used for your transactions with us.
  - 4.3.3 are not a Politically Exposed Person i.e. a person entrusted with prominent public functions (including a Head of State, Head of Government, Minister, Deputy or Assistant Minister, and Parliamentary Secretary; or other high level official in the government or state administrative unit (municipality), parliament (or similar legislative body) member, member of the management of a political party, member of superior, supreme, and constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances, council or board member of a higher audit institution, council or board member of the central bank, ambassador, authorised clerk, charges d'affaires or high ranking officer in the armed forces, council or board member of a state owned company, or exercise any similar function to those outlined above within an institution of the European Union or other international body, head of international organisation (director, deputy director) and board member or a person taking a similar position in the same organisation, or a family member of the aforesaid (including a spouse, spousal equivalent, child, the child of a spouse or a spousal equivalent, grandchild, parents, grandparent or siblings) or close associates of the same, whether in business or other close relationship (including a person who is a shareholder in the same company of such person or an owner of a legal entity established in favour of such person). If you become one, you must inform us within 24 hours.

4.3.4 are not using the credit for someone else's benefit. If you are representing someone else, you must inform us immediately and understand that additional checks may be necessary. We can also add extra conditions for you and any other main party involved when providing services.

will compensate for any harm caused by not following the agreement's terms.

**4.4** Before and during the agreement, we can check your identity and gather additional information or documents from you or from third parties to decide whether to proceed with the Credit Agreement, adjust your Credit Limit, or end the Agreement.

If we cannot verify your information or if the information does not meet its standards for accuracy and completeness, we may (i) refuse to enter into the Credit Agreement, (ii) end the Credit Agreement immediately, (iii) refuse to provide you with credit or other services.

It is important that you respond to all requests from us as failing to do so may affect your ability to obtain or maintain credit. Documents you submit as part of these checks will not be returned to you.

**4.5** We have complete control over whether to enter into the Credit Agreement with you. When making this decision, we do not have to explain why we might reject your application. However, if the law requires us to provide a reason for rejection, such as when the decision is based on information obtained from a database, we will inform you without charge. In these cases, we will also give you details about the database used and the specific results that influenced our decision.

**4.6** The Credit Agreement is considered complete once we inform you via email that your application has been accepted.

**4.7** You can ask for a copy of the Credit Agreement, including Mandatory Information, at any time during its validity, at no cost.

## **5. Credit Limit**

**5.1** Your credit limit is detailed in your Credit Agreement and can be viewed in the Ferratum Mobile App.

**5.2** You can request to increase your credit limit at any time, but this is entirely up to our discretion. Increasing your credit limit can give you more flexibility but also raises the risk of getting deeper into debt and possibly facing higher costs. We can check your creditworthiness at any time while your Credit Agreement is in effect.

**5.3** It's important not to spend more than your Credit Limit, even if some charges have not yet shown up in your Credit Account.

**5.4** If you do go over your Credit Limit, you need to pay back the excess amount immediately. We will check all transactions and balances to see if you've gone over your Credit Limit, even if they haven't been recorded yet. If you try to make a transaction that goes over your Credit Limit, we may not approve it.

**5.5** We can lower your Credit Limit without your permission if we think you might not be able to pay back your Credit. We can also end part of your Credit Agreement for a good cause. We will let you know if we change your Credit Limit.

**5.6** We can pause or stop your ability to use the Credit immediately if we find a reasonable cause, such as:

5.6.1 issues included in clause 4.4 of your Credit Agreement.;

5.6.2 if you significantly fail to meet your obligations under the Credit Agreement, such as not paying on time;

5.6.3 if we think after careful checking that you might not be able to pay back your credit.;

- 5.6.4 if you give wrong or misleading information about your money situation that was important for our decision.
- 5.6.5 if we find out that you're not following our rules after we check carefully, and it puts us at risk;
- 5.6.6 if we think there might be fraud;
- 5.6.7 if something happens that the anti money laundering or funding of terrorism law says we can and/or have to stop or end your transactions;
- 5.6.8 if the situation described in section 7.5 occurs..

If we stop your credit but then the reasons for the suspension no longer apply, we will lift the suspension and let you know, provided the Credit Agreement is still active.

## **6. Interest and Fees**

- 6.1** We will charge you interest on the money you borrow and fees for certain services as outlined in your Credit Agreement and the List of Prices and Services. You can find this List of Prices and Services in the Ferratum Mobile App or on our website. The prices for services used will be as listed unless otherwise agreed with us.
- 6.2** Sometimes, we may offer promotions that reduce or waive some fees or interest rates. These offers are only valid if you meet the promotion's conditions.

## **7. Repayment**

- 7.1** You need to pay at least the Minimum Payment Amount by the due date each month. This payment should cover any amount beyond your Credit Limit, overdue payments, and any other charges due to breaches of the Credit Agreement. Your Credit Account balance will only decrease after we receive your payment.
- 7.2** The Minimum Payment Amount usually includes the regular Minimum Payment Amount as described earlier in your agreement. However, we may allow you to pay for specific transactions in installments if you qualify for a promotional offer. This option, called an Installment Promotion, might include a fee, but we can choose to not charge this fee. The monthly installment amounts and the time you have to pay them can vary. We will let you choose from different repayment periods, or they might set one for you. Once a repayment period is chosen, it can't be changed. If we approve your request for an Installment Plan, your regular Minimum Payment Amount will increase by the amount of the installment. You are eligible to apply for an Installment Plan if your account is in good standing, meaning you haven't been late on payments by more than 30 days in the last three months, and there are no overdue amounts. Keep in mind that participating in an installment plan will reduce the amount of Credit available to you.

We have the final say on whether to approve your Installment Plan application. If approved, you'll receive the details through an Instalment Promotion Annex via email or through the Ferratum Mobile App. You have 14 days from receiving this annex to decide if you want to continue with the Installment Plan. If you choose to cancel within this period, you need to notify us in writing (on durable medium). The terms for how to withdraw will be included in the Instalment Promotion Annex.

- 7.3** We can let you reduce your Minimum Payment Amount for one billing period. This is known as a Temporary Reduction. You can apply for it through the Ferratum Mobile App before your invoice is issued or by contacting Ferratum's customer service after your invoice is issued. We have the right to deny your request.
- 7.4** We can accept partial payments towards your debt without giving up our right to the full amount owed, even if the payment is marked as full settlement.
- 7.5** By agreeing to the SEPA direct debit mandate, you authorize us to collect funds by SEPA direct debit from the bank account and to credit those funds to your Current Account held with us. The credited funds will then be used to

settle amounts due on your Card Account when they're owed in accordance with this Agreement. We will tell you about your first direct debit seven days in advance. If you cancel the direct debit mandate, we can pause your Credit access.

- 7.6** You can also settle your payments through internal transfers using the Ferratum Mobile App.
- 7.7** If you don't pay on time, you allow us to take the owed amount from your Current or Savings Account. Ensure you have enough funds in your account to cover your payments.
- 7.8** You should only deposit money into your credit account to pay off your debt. If you accidentally overpay, we will move the extra funds back to your Current Account without telling you. Overpayments won't earn interest. Additionally, we will not be liable for any losses that happen if someone uses your Ferratum Credit Card without permission and causes payments to exceed your Credit Limit. You must pay back any amount you use from your Credit within the time frame set out in this Credit Agreement.
- 7.9** You can only offset what we owe you against what you owe them if your claims are undisputed or confirmed by court.
- 7.10** You can pay off your entire debt early, which may reduce the total interest and fees you owe. If you're unsure about the amount, contact us for details. There are no fees for early repayment.
- 7.11** When your Credit Agreement ends, you must pay off all your debts by the final repayment date shown in your last Monthly Statement, but no later than 30 days after the agreement ends.
- 7.12** If you continue to use your Ferratum Credit Card after the agreement ends, you must pay the amounts due as shown in the Monthly Statement.
- 7.13** When you make payments, we apply it in the following order: first, to any legal costs incurred in collecting what you owe, second, to non-interest fees and charges, then to any unpaid nominal interest, and then to the outstanding principal of your credit and lastly, to any default interest accrued.

## **8. The Monthly Statement**

- 8.1** We will provide the Monthly Statement on the Ferratum Mobile App every month, as long as there is activity or a balance on your Credit Account. If you do not receive your Monthly Statement, it does not mean you do not have to pay what you owe. If the Monthly Statement does not arrive within fifteen (15) days of when it should have been sent, please contact us. You can also ask for a printed copy of the Monthly Statement for a fee, but we may decide to waive this fee.
- 8.2** The Monthly Statement will include a list of all transactions on your Credit Account, any new amounts added since the last statement, the Minimum Payment Amount, any credits, interest, the Due Date, the exchange rate that was used, and all other fees you need to pay according to your Credit Agreement, Card Agreement, and other related agreements. This will also cover any late payment interest, if applicable. In summary, the Monthly Statement will show you the total amount you owe to us for the period covered. Payments made or increases in your balance after the statement date will be reflected in the following Monthly Statement.
- 8.3** It is important for you to check your Monthly Statement closely and inform us as soon as possible if you find any mistakes.

## **9. Out of court procedures**

**9.1** If you have any complaints, you can submit them in two ways: (i) directly to us using the contact information available on our Website or through a relevant form on the Website (if available), or (ii) to any other organizations mentioned in this section of the Credit Agreement if you prefer not to contact us directly.

**9.2** To make a complaint to us, please write your complaint (including via email) and include the following details: (a) your full name, address, and contact information; (b) the date of your complaint; and (c) a clear description of the issue, your claim, and the reasons for it. If you can, please attach any documents that support your complaint, such as transaction records. A signature is not necessary if you send your complaint electronically.

We will confirm receipt of your complaint within two (2) working days and will respond (by email or post) within 15 working days. This response will inform you that if you are not satisfied with the answer, you can submit your complaint to a different organization listed below.

If we cannot reply within 15 working days for valid reasons, we will notify you right away. We will provide a new time frame for the reply (no more than 35 working days) and explain why the delay is necessary. If we deny your complaint, we will give you reasons for this denial. If we do not respond within the given time frame, it will be treated as if your request has been refused.

**9.3** You may also submit a complaint to any of the organizations listed below. Please keep in mind that these organizations may require you to first contact us before proceeding with your complaint.

9.3.1 You can bring your complaint to the conciliation board at the Deutsche Bundesbank, according to § 14 para. 1 no. 2 of the German Act on Injunctions (Unterlassungsklagengesetz). The proceedings will be held in German. There are no fees for you to participate, but costs for postage and phone calls will not be paid back. You have the right to have a lawyer or other authorized person represent you. Please note that the Financial Conciliation Board Ordinance does not allow for the reimbursement of lawyer's fees or costs for other authorized service providers.

Your complaint must be sent in writing (for example, by letter, fax, or email) to:

Deutsche Bundesbank –  
Schlichtungsstelle Postfach 10 06 02,  
60006 Frankfurt am Main or  
Wilhelm-Epstein-Straße 14,  
60431 Frankfurt am Main Or

e-mail: [info@bundesbank.de](mailto:info@bundesbank.de)

Your application must clearly describe the dispute that is to be arbitrated and include a specific request. If needed, you should attach any additional documents that help explain the dispute, such as contracts, account statements, invoices, or correspondence. You must confirm the following:

- There have been no proceedings about the same dispute at a consumer arbitration board, and there are none currently pending.
- The dispute has not been resolved by a court with a judgment on the merits, and it is not currently before a court.
- The dispute has not been settled through a compromise or any other means.
- Your application for legal aid regarding the dispute has not been denied on the grounds that it did not show enough chance of success or appeared unreasonable.

The Deutsche Bundesbank provides a form for the conciliation application, which you can find at this link: <https://www.bundesbank.de/de/service/schlichtungsstelle/-/dokumente-613584>.

- 9.3.2 You can file a complaint with the Federal Financial Supervisory Authority (BaFin) if you think there have been violations of the rules that BaFin oversees, according to § 4b of the Financial Services Supervision Act. This process is free for you, but you will not be reimbursed for costs like postage and phone calls.

You can choose to have someone represent you in this matter. If you decide to do this, you must provide a power of attorney and include a copy with your complaint.

Your complaint should be sent in writing (for example, by letter, fax, or email) to:

Bundesanstalt für Finanzdienstleistungsaufsicht  
Graurheindorfer Strasse 108  
53117 Bonn

Fax: +49 228 4108-1550  
E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de)

You can also submit your complaint through an online form at this link: <https://www.bafin.buergerservice-bund.de/Formular/Banken>. BaFin has a consumer telephone service in Rostock that will receive complaints submitted through this form and send them to BaFin for processing.

Your complaint must include:

- Your name and address, as well as those of the person making the complaint (if different).
- The name and address of Ferratum.
- The type of business relationship and your account number.
- A clear explanation of the issue.
- Any documents needed to understand the case, such as contracts, statements, insurance certificates, or correspondence.

If you are unsure whether BaFin can assist with your complaint, you can call their free consumer hotline at 0800/2 100 500. This service is available Monday to Friday from 8:00 a.m. to 6:00 p.m..

- 9.3.3 You can file a complaint through the Office of the Arbiter for Financial Services, located at N/S in Regional Road, Msida MSD 1920, Malta. You can contact them via their website at [www.finacialarbier.org.mt](http://www.finacialarbier.org.mt) or by phone at +356 800 72366 or +356 21249245.

When you file a complaint with the Arbiter for Financial Services, you need to provide:

- Your personal details.
- The name of Ferratum.
- The product or service you are complaining about.
- The reasons for your complaint.
- The outcome you are seeking.
- The letter of complaint you sent to us, allowing 15 working days for them to reply.
- Any response from us and relevant documents related to your complaint.

- 9.4** We are not required to participate in, and we do not wish to take part in, any other out-of-court procedures.

## 10. Consequences of being overdue

- 10.1** If any payment is not made on time, we have the right to charge you default interest on the unpaid amount, as explained in clause 1.11 above. You will also have to pay us any collection charges related to the overdue payment, as stated in the current laws on the collection of consumer debt. Additionally, we can apply the limits, restrictions, and penalties mentioned in this Credit Agreement or any applicable laws, which may include pausing or stopping your right to access Credit.
- 10.2** The total amount you owe under the Card Agreement must be repaid immediately if you become insolvent (declared bankrupt) or if you pass away.
- 10.3** If any payment has been overdue for more than 60 days, we have the right to report you to debt registers and/or databases that contain credit histories of debtors. This can only happen after two written past-due notices have been sent to you, and if you have not disputed the overdue amount. The first past-due notice must be sent to you at least four weeks before any information is shared with the credit information register. These notices will inform you about the possibility of this disclosure if the overdue payment continues, as well as the rules regarding how long payment default information can be kept.
- 10.4** We can hire other companies to help collect any money you owe us, and you will have to pay for these services. If we end your Credit Agreement because you didn't follow the terms, we can put your name in databases that contain people's credit histories.
- 10.5** We can ask you to pay for any reasonable costs we incur while trying to collect late payments from you. This includes any money we have to pay to debt collectors because you didn't pay your debts on time.
- 10.6** If you miss payments, we might charge you extra interest, end your Credit Agreement, list you as a bad debtor in credit databases, and harm your credit score. This can make getting loans more difficult and expensive in the future. Additionally, we might take legal action against you.

## 11. Amendments

- 11.1** Any changes to this Credit Agreement will be provided to you in writing at least two months before the proposed effective date. If you have agreed to use an electronic communication method with us as part of your business relationship (for example, through online banking), the changes may also be sent to you using that method.
- 11.2** The changes proposed by us will only become effective if you accept them. This acceptance may include the deemed consent described below, if applicable.
- 11.3** Your silence will only be considered as acceptance of the proposed changes (deemed consent) if:
- 11.3.1 Our offer to make changes is intended to ensure that the terms of this Credit Agreement remain in line with any changes in the law. This may happen if:
- the provisions of this Credit Agreement no longer match the legal situation because of changes in laws, including European Union legislation, or changes in how courts interpret the law;
  - a provision has been declared void or no longer valid by a final court decision, including by a court of first instance;
  - the terms are no longer compatible with our regulatory obligations due to a binding ruling from a national or international authority overseeing us;
- 11.3.2 Additionally, your acceptance of our proposed changes will be considered valid if you have not rejected the offer before the proposed effective date of the changes.

**11.4** We will inform you about the consequences of not responding (your silence) to the amendment offer.

**11.5** The fiction of consent does not apply in the following situations:

11.5.1 when there are changes to this clause 11; or

11.5.2 when changes affect the main performance obligations of the Credit Agreement and the fees for key services.

11.5.3 when changes involve charges that require you to pay more than the agreed amount for the main service.

11.5.4 when changes effectively create a new contract.

11.5.5 when changes would significantly shift the balance between performance and compensation to benefit us.

In these situations, we will make efforts to obtain your consent to the changes through other means.

**11.6** If We uses the fiction of consent, you have the right to terminate this Credit Agreement that is affected by the amendment without any notice and at no cost before the proposed date when the changes come into effect. We will inform you of this right to terminate in its change offer.

**11.7** When you use a service listed in the List of Prices and Services, the fees shown at that time will apply, unless you have agreed otherwise. Any payment you make that is above the agreed fee for the main service must be specifically agreed upon between us. Unless you have another agreement, the fees for services not listed in the List of Prices and Services will follow the applicable laws, provided these services are done on your behalf or in your interest and are expected to be charged a fee based on the situation.

We will not charge for any service that it is legally required to provide free of charge or that we have to provide without charge due to a contractual obligation, or that we provide for our own benefit.

If costs increase and to keep the balance of costs fair, we can change the fees listed in the List of Prices and Services once a quarter. This will be done by revealing the individual cost components and how they affect the total price. Any reductions in costs will also be passed on to you in the same way.

## **12. Personal Data Processing**

**12.1** You acknowledge that we will collect and process your personal data according to Ferratum's Principles of Processing Client Personal Data, which are available on the Website and in the Ferratum Mobile App. Additionally, this processing will be based on any consent you provide when required by applicable law. We assume that the information will be normally provided within one (1) working day.

**12.2** You must inform us without delay of any changes to your personal details and address, as well as any termination or amendment of powers of representation given to any person (for example, a power of attorney). This requirement to notify us also applies if the powers of representation are recorded in a public register (such as the Trade Register), and any terminations or amendments are noted in that register. Additionally, you may have further notification obligations under other laws, particularly under Maltese legislation concerning Money Laundering, including the Prevention of Money Laundering Act (Cap. 373 of the Laws of Malta) and the Prevention of Money Laundering and Funding of Terrorism Regulations.

## **13. Communication**

**13.1** We will contact you through the message center in your Ferratum Mobile App, by email, by post, or by phone. You can reach us through the message center in your Ferratum Mobile App, by contacting our Customer Support Centre, or by sending mail to our address. A notice will only be effective once we receive it and confirm its authenticity. Any notice sent by us to you through the Ferratum Mobile App or to the email address you provided will be considered

binding upon your receipt. Notices delivered in these ways are considered received on the date they are sent, except for any communications sent by post, which will be considered received ten calendar days after they are sent.

If you do not inform us about a change in your mailing address, and as a result, mail is returned, we may limit your access to your Ferratum Mobile App until it receives satisfactory proof of your new email address.

- 13.2** To access your Ferratum Mobile App, you will need a smartphone that runs on Apple (iOS 17.0 or later) or Android (Android 8.0 or later).

## **14. Term and Termination**

- 14.1** This Credit Agreement is made for an indefinite term.

- 14.2** You can end the Credit Agreement anytime by giving one month's notice. If you do end the agreement, we can ask you to immediately pay back all the money you owe.

- 14.3** We can also end the agreement at any time without needing a specific reason, by giving you two months' notice in writing.

- 14.4** Both you and we have the right to terminate the agreement immediately without notice for a good cause, as outlined in § 314 of the German Civil Code. More information on this and your rights can be found in the relevant German laws.

- 14.5** Once you or we decide to end the Credit Agreement, you cannot use your Credit anymore, and you must cancel any permissions you have given to others to charge your Credit Account. You must keep paying off any money you owe under the Credit Agreement until everything is paid back, including any new charges added after the termination notice. If you do not pay, we can charge extra interest for late payment.

- 14.6** Stopping the Credit Agreement does not remove your duty to pay back any money you have already used, along with the interest, fees, and other costs that accrued before the Credit Agreement was terminated.

- 14.7** If the Credit Agreement is ended for any reason, the parts of the agreement that talk about what happens after it ends will still apply. This includes settling any disputes, paying back what is owed, and handling claims as previously agreed.

## **15. Other provisions**

### **15.1 Contract language**

The Credit Agreement is available in both English and German. In case of any confusion, the German version will apply. All communications and information regarding this Credit Agreement will mainly be in German, although we may also provide information in English.

### **15.2 Governing Law and Jurisdiction**

The Credit Agreement and your relationship with us are governed by German law, including all consumer protection laws that apply. You can only take legal action against us in the country of the European Union where you live, or in Malta. We also have the right to take legal action against you in your country. Both parties can also make counter-claims in the court handling the original claim.

### **15.3 No Waiver**

We can decide not to apply some parts of the Credit Agreement at any time. This decision does not mean these parts are permanently removed or that they won't enforce them later. The Credit Agreement is still valid, and we keep the right to enforce any part of it later as needed.

### **15.4 Assignment**

**15.4.1** You cannot transfer your responsibilities under this Credit Agreement to someone else without our permission.

**15.4.2** If you have a claim against us that doesn't involve money, you cannot transfer your rights if:

- i) we need to protect our interests which are important enough to justify not allowing the transfer, or
- ii) Your reasons for wanting to transfer the rights are not stronger than our reasons for needing to prevent the transfer

**15.4.3** This rule about not transferring claims will continue even after the agreement ends.

### **15.5 Banking Secrecy**

We must keep all customer information confidential unless legally required to share it, or you give permission. Reasons for sharing information might include complying with anti money laundering and financing of terrorism regulations, managing non-performing credit agreements, responding to regulators like the Malta Financial Services Authority, our right to outsource services, or managing the rights and obligations under this agreement.

I hereby accept the Credit Agreement with a fixed interest rate and an indefinite term, applicable to customers living in Germany, including the List of Prices and Services and the SEPA Direct Debit Mandate