CASH LOAN AGREEMENT

Article 1: Loan Will Be Disbursed By

1. The Bank hereby extends a cash loan (hereinafter the "Loan") to the Borrower on the terms and conditions as set out in this Agreement (hereinafter the "Agreement").

2. Total Loan Amount (PLN): ............ (the total of all money that the Bank disburses to the Borrower under this Agreement as set out in Article 1, without the credit-financed costs of the Loan).

3. Total Cost of the Loan: ............ (all costs that the Borrower is obliged to incur comprising a total of all fees, including commissions and a total of all handling fees and interest for the entire term of this Agreement, assuming that these have been calculated on the basis of the Loan Interest specified in Article 2.5).

4. Total Amount Due from the Borrower (PLN): ............ (the aggregate of the Total Loan Cost and Total Loan Amount).

5. Loan Interest is floating and is set to: ............ % per annum on the first interest period, and is at an interest rate equal to the WIBOR 3M reference rate (or the reference rate of the National Bank of Poland increased by 0.2 pps in the case described in clause 56) prevailing at the Bank in the interest period just before the first instalment is due, and the Bank's fixed margin of ............ percentage point(s), subject to Article 3.4. The WIBOR reference rate is the WIBOR 3M reference rate in Polish zlotys on the interbank market in Poland which is published by Reuters Monitor Service on weekdays at 11:00 a.m. The calculation and changes of the WIBOR reference rate effective at the Bank are described in Article 3.

6. Annual Percentage Rate (APR) (%)

The following assumptions have been made for the calculation of APR and the Total Amount Due:

7. Loan Interest specified in Article 2.5, assuming that it is fixed for the entire period of lending;

8. The Agreement will remain effective for the duration of its term and both the Bank and the Borrower will meet the obligations under this Loan Agreement by the dates fixed herein;

9. the date for the first payment falls one month after the Loan disbursement;

10. amounts disbursed and repay by the respective parties to the Loan Agreement do not have to be equal or be paid at regular intervals;

11. the first Loan disbursement date will be adopted as the commencement date;

12. intervals between dates used for calculation purposes will be expressed in full years or fractions of a year and if the year is understood as 365 days, or 366 days for leap years, 52 weeks or 36 months, is assumed that a non-interest month is 33 days.

The calculation results will be presented rounded to at least one decimal place, divided, that if the digit in the next decimal place after the rounding is below 5, such digit will be ignored, and if it is equal to or higher than 5, the preceding digit will be increased by 1.

7. Loan Interest specified in Article 2.5, assuming that it is fixed for the entire period of lending;

8. The Agreement will remain effective for the duration of its term and both the Bank and the Borrower will meet the obligations under this Loan Agreement by the dates fixed herein;

9. the date for the first payment falls one month after the Loan disbursement;

10. amounts disbursed and repaid by the respective parties to the Loan Agreement do not have to be equal or be paid at regular intervals;

11. the first Loan disbursement date will be adopted as the commencement date;

12. intervals between dates used for calculation purposes will be expressed in full years or fractions of a year and if the year is understood as 365 days, or 366 days for leap years, 52 weeks or 36 months, is assumed that a non-interest month is 33 days.

The calculation results will be presented rounded to at least one decimal place, divided, that if the digit in the next decimal place after the rounding is below 5, such digit will be ignored, and if it is equal to or higher than 5, the preceding digit will be increased by 1.

7. The Bank assesses and charges the following commission on the Loan disbursement (PLN): ............ (the commission is credit-financed by the Bank and included in the Disbursed Loan Amount and the Total Loan Cost).

8. Disbursed Loan Amount (PLN): ............ (the aggregate of all money disbursement under this Agreement, including the credit-financed Loan Costs, i.e. commission and, for the variant with insurance included, an insurance premium).

9. Number of monthly payments

10. Monthly payment amount (PLN): ............ (calculated based on the Loan Interest specified in Article 2.5, including the handling fee of (PLN) ............

11. First payment due date ...

12. Daily Interest accruing on the Total Loan Amount disbursed to the Borrower (PLN): ............ (calculated based on the Loan Interest specified in Article 2.5, including the handling fee of (PLN) ............)

13. Subsequent payment due date (crediting of the loan account) ... day of each month

14. Last payment due date ...

15. Insurance premium on Safe Installments (Bezpieczne Raty) Insurance credit-financed by the Bank (PLN): ............ (the insurance is optional and not conditioned on the Loan).

16. This Agreement enters into force and effect as of ............ (signature date) and continues until ............ (last payment due date), provided that the Borrower shall be effectively released from their obligations and liabilities under this Agreement if the Bank receives all amounts due hereunder. The Bank will disburse the Total Loan Amount determined in Article 2.2 to the Borrower no later than on the next day after the date of this Agreement. Such disbursement will each time take the form defined in Article 1 hereof.

17. Loan Account: ............

ARTICLE 3: Loan Interest, Fees, Commissions and Costs

1. The Bank assesses interest on the Loan Amount using a declining balance method (i.e. on the balance of the principal resulting from the current amount of debt on the Loan).

2. The Bank starts to assess interest as of the date of the Loan disbursement by the Bank.

3. The Bank continues to assess interest until the date preceding full repayment of the Loan.

4. The WIBOR 3M reference rate applicable at the Bank during the first interest period is the rate published by Reuters Monitor Service two business days before the date of the credit decision. The WIBOR 3M reference rate applicable at the Bank may not be negative. If on the day of fixing the WIBOR 3M reference rate applicable at the Bank, published by Reuters Monitor Service, the WIBOR 3M reference rate has a negative value, the WIBOR 3M reference rate applicable at the Bank will be 0%. The WIBOR 3M reference rates for each subsequent interest period are fixed two business days before the commencement of each new interest period. Except as set out in Article 3.5, the first interest period ends after two months, counting from the date of the first payment on the Loan, and each subsequent interest period is three months up and until the Loan has been fully repaid on the date stipulated in the Agreement as the due date for the respective Loan payment and end after the lapse of three months on the day preceding the due date which corresponds to the first day of the interest period.

5. If the time limit for subsequent payments set out in Article 3.3 is changed, the interest period in which such change occurs is shortened or prolonged as appropriate to effect that change and each subsequent interest period commences on the newly agreed payment due date.

6. The Maximum Loan Interest, which is determined by the laws and regulations, cannot exceed twice the sum of the reference rate of the National Bank of Poland and 3.5 percentage points.

7. If the Loan Interest is adjusted as a result of adjustment of the legally established amount of maximum interest, the Bank will notify the Borrower of such an adjustment immediately once it is made.

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8. A change to the WIBOR 3M reference rate (or the reference rate of the National Bank of Poland increased by 0.2 pps in the case described in clause 56) does not constitute an amendment to the Agreement. If the WIBOR 3M reference rate (or the reference rate of the National Bank of Poland increased by 0.2 pps in the case described in clause 56) changes, the Loan Interest will be affected and so will the amount of monthly principal and interest payment on the Loan.

8. The Bank will notify the Borrower of each change in the Loan Interest because of the adjusted WIBOR 3M reference rate (or the reference rate of the National Bank of Poland increased by 0.2 pps in the case described in clause 56) in the manner described in Article 3.1.

9. At any time during the term hereof, the Borrower, at their own request, may receive a repayment schedule.
10. The Bank wishes to advise that using this floating interest-rate Loan entails the risk of rises in service charges during the term of the Agreement.

11. The Bank will notify the Borrower of the amount of the Loan Interest payments in the first interest period and in subsequent interest periods if these are to change. Such a notice will be given in writing or electronically.

12. Except as set out in § 3.4, § 3.6–7 and § 3.10, the Borrower shall repay the Loan in equal, monthly principal and interest payments.

13. The Bank charges interest on the Loan granted at the Loan Interest rate determined in accordance with § 2.5 and § 3.4, taking into account the maximum interest amount determined pursuant to the generally applicable provisions of law, at monthly intervals, commencing on the anniversary date of the Loan. If one year is 365 days and one month is 30 days, each Loan payment will be rounded to full zlotys and the resulting differences will be accounted for in the last balancing payment, in accordance with § 3.19.

14. The Bank may assess any costs incurred by the Borrower for commissions as stipulated in the Agreement. The amounts of such fees and commissions are determined in § 6 hereof.

15. Toenues voluntary payment of any outstanding amounts by the Borrower upon failure to make payment due, the Bank will notify the Borrower of the reason for such termination, but does not release the Borrower from payment of the amount due for the upcoming settlement period.

16. In the event of early repayment of the Loan, the Borrower is not obliged to pay interest

17. The Bank may add any outstanding amounts as due and payable in accordance with § 3.15 and § 6 of the Agreement to the amount of the next payment due.

18. Contract default interest rate is at least twice the reference rate of the National Bank of Poland and 5.5 percentage points (twice the statutory default interest) shall be due and payable to the Bank until the debt payment date for default in Loan repayment. As at the date of this Agreement, the default interest is ....% per annum. If the interest rate otherwise than the reference rate of the National Bank of Poland is adjusted, the Bank will notify the Borrower of such adjustment immediately once it is made.

19. The last payment can be a balancing payment which will comprise a principal payment and a balance outstanding interest. In the event of the Bank notifying the Borrower writing or electronically of the amount of such balancing payment before it becomes due.

20. Any Loan payment shall be considered made if the loan account nominated in § 2.17 is credited with the required amount.

21. If the Borrower chooses to use any automated Cash Loan payments, the Bank will disable the automated payment service after the liabilities under this Agreement are repaid.

22. If the Loan payment due date falls on a Saturday or public holiday, the due date shall be the first business day after that date until the next working date.

23. The Bank reserves the right to set off any incoming Loan payments against the Bank’s claims under the Loan in the following order of precedence:

   (1) fees and commissions due;
   (2) default interest;
   (3) interest due;
   (4) balance of the principal due.

24. The Borrower shall be entitled to make an early repayment of the Loan, whether in full or in part.

25. A partial early repayment does not require that the Client contact the Bank and:

   (1) results in interest being assessed on the balance of the principal due after such partial mortgage repayment of the Loan;</p>
To enable quick and effective examination of the grievance or complaint, it is recommended to
send a notification to the Client where it will:
1) explain the reasons for the delay;
2) indicate the circumstances that need to be determined to examine the case;
3) specify the expectations of the Client in examining and responding to the grievance or complaint,
which may not exceed 60 days from the date of receiving the grievance or complaint.

The Bank informs the Client that they may opt for alternative dispute resolution procedures:
1) before the Banking Arbitrator at the Polish Banks Association, in accordance with
the Consumer Arbitration in Banking Rules, which are available as at the Agreement
2) the Borrower has the right to turn to the Financial Ombudsman for help;
3) the competent authority in charge of consumer protection is the President of the Office
of Competition and Consumer Protection.

For amalgamation of the credit liability being incurred;
1) in a paper letter sent to the current mailing address of the Client;
2) indicate the circumstances that need to be determined to examine the case;
3) the Borrower may respond to the grievance or complaint;
4) via the Citibank Online e-banking service – as a copy of a message sent at the same
time in the manner specified in subparagraph (1), (2) or (3).

The Borrower hereby informs its Clients that:
1) the Bank’s operations are regulated by the Polish Financial Supervision Authority;
2) the Borrower has the right to turn to the Financial Ombudsman for help;
3) the competent authority in charge of consumer protection is the President of the Office
of Competition and Consumer Protection.

The Borrower informs the Client that they may engage in the following procedures:
1) before the Banking Arbitrator at the Polish Banks Association, in accordance with
the Consumer Arbitration in Banking Rules, which are available as at the Agreement
2) before the Arbitration Court at the Polish Financial Supervision Authority in accordance
with the Rules of that Court. For more information about the Arbitration Court visit
3) before making a decision to refer the dispute to the Arbitration Court, the Client should
read the Rules of that Court and the Fact Table.

Any amendments to this Agreement must be written in, otherwise being null and void,
provided that “in writing” also means any forms considered by law as equivalent to “in writing”,
including the electronic forms. Further in accordance with Art. 29 of Act of 29 August 1997,
the Phone Banking Service and the E-Banking Service of the Bank.

For a consolidation loan (if the Loan is allocated to repayment of loans/credit facilities held
against the Loan repayment.
1) before the commencement of each new interest period. The sum of the value of the reference
rate does not comply or stops complying with the requirements arising from applicable
legal regulations.

It is recommended that the grievance/complaint should contain: the first name and surname, the PESEL number,
12/2017

1. The Borrower may withdraw from the Agreement within 14 days of its conclusion.
2. The time limit for withdrawal is deemed met if and to the extent that the Borrower sends or delivers
to the Bank a notice of withdrawal from the Agreement before the expiry thereof. Such
a notice can be substantially as indicated in the form handed out to the Borrower at the time
of entering into the Agreement.

1) In a paper letter sent to the current mailing address of the Client;
2) in writing in the manner specified in subparagraph 1), 2) or 3).
3) the Bank’s operations are regulated by the Polish Financial Supervision Authority;
4) the competent authority in charge of consumer protection is the President of the Office
of Competition and Consumer Protection.

The Client shall be informed about the results of the grievance or complaint examination
process without undue delay, but not later than within 30 days of receiving the complaint by
the Bank.

In particularly complicated cases which make it impossible to examine the grievance or complaint
and respond to it within the period referred to in Clause 48 above, the Bank shall send
a notification to the Client where it will:
1) explain the reasons for the delay;
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