Consumer Loan Agreement

GENERAL CONDITIONS

Valid from 01.09.2026

1. GENERAL PROVISIONS

1.1. These general consumer loan terms and conditions (hereinafter **General Conditions**) form an integral part of the Agreement. The Agreement shall consist of the Special Conditions agreed upon between the Parties, these General Conditions, the Payment Schedule, and other Annexes, including any amendments, supplements or Annexes to the Agreement to be made in the future. In case of a conflict between the Special Conditions and the General Conditions of the Agreement, the Special Conditions of the Agreement shall be applied.

1.2. **The Agreement includes the Lender's insurance against financial loss, which reimburses the damages incurred as a result of the Borrower's deteriorating financial situation, on the basis of the Terms and Conditions of Insurance, if it has been agreed separately in the Special Conditions of the Agreement.**

2. TERMS AND DEFINITIONS OF THE AGREEMENT

2.1. Unless otherwise stipulated in the Agreement or evident from the spirit of the Agreement, the terms used in the Agreement shall bear the following meaning:

2.2. **Management Fee** is the fee payable by the Borrower to the Lender for the management of the Agreement. If it is specifically agreed upon in the Special Conditions of the Agreement that the Agreement includes insurance against the financial losses of the Borrower, a fee of 8% of the amount of the monthly repayment of the amount of credit and interest shall be added for the additional management of the Agreement. The amount of the Management Fee is fixed in the Special Conditions of the Agreement.

2.3. **Interest** is the fee payable by the Borrower to the Lender for the use of the Credit Amount. Interest shall be calculated from and subject to payment from the date of entry into the Agreement (included) until the Payment Due Date of the last Instalment (excluded) in accordance with the Payment Schedule under the Agreement. The amount of interest as a percentage is expressed with the **Interest Rate**.

2.4. **Daily Interest** is the Interest calculated per day applicable in cases where the Borrower withdraws from the Agreement.

2.5. **Terms and Conditions of Insurance** are the terms and conditions of loan insurance. The Terms and Conditions of Insurance shall form an Annex to the Agreement, where insurance is specifically agreed in the Special Conditions of the Agreement.

2.6. **Account** is the account of the Borrower specified in the Special Conditions of the Agreement, to which the Sum Issued or a part of the Sum Issued shall be credited by the Lender (in case the Borrower has instructed the Lender in the Special Conditions of the Agreement to transfer the amount(s) from the Sum Issued to third person(s)).

2.7. **Total Cost of Credit** is the total amount of payments to be made by the Borrower for the repayment of the Credit Amount and the costs arising from the use of the Credit Amount, consisting of the Credit Amount, Interest, Agreement Fee, Management Fee, and other fees which are to be paid by the Borrower in connection with the Agreement and which are determined by the Lender at the time of entry into the Agreement.

2.8. **Annual Percentage Rate of Charge** is the total cost of use of the Credit Amount for the Borrower (Interest, Agreement Fee, Management Fee, and other fees which are to be paid by the Borrower in connection with the Agreement and which are known to the Lender at the time of entry into the Agreement), expressed as an annual percentage rate of the Credit Amount, and calculated based on the assumption that the Agreement will remain valid for the agreed period of time and that the Borrower will fulfil his obligations under the conditions and by the terms set forth in the Agreement. Any costs and fees that are not known to the Lender at the time of entry into the Agreement, as well as the costs to be paid by the Borrower upon breach of Agreement shall not be taken into account upon calculation of the Annual Percentage Rate of Charge. The Annual Percentage Rate of Charge has been presented for information purposes, is based on the preconditions established in the Agreement, and shall have no bearing on the obligations arising from the Agreement and payable amounts. The calculation of the Annual Percentage Rate of Charge shall be governed by the formula established by the Minister of Finance of the Republic of Estonia, with the result rounded off to two digits after the decimal point.

2.9. **Credit Intermediary** is a person who, in certain cases, acts an intermediary for the Lender's credit and concludes the Agreement in the name of the Lender.

2.10. **Credit Amount** is the sum of money given to the use of the Borrower by the Lender on the basis of the Agreement, which the Borrower undertakes to return to the Lender in the form of repayments along with the auxiliary expenses on the conditions provided in the Agreement.

2.11. **Credit Amount Repayments** are the Credit Amount payments to be made by the Borrower to the Lender under the Payment Schedule with the Interest and other fees stipulated in the Agreement added thereof.

2.12. **Agreement** is the consumer loan agreement concluded between the Lender and the Borrower.

2.13. **Parties** (or **Party**) are the Lender, Borrower, and Credit Intermediary either together or separately. The Credit Intermediary is a Party to the Agreement when the Agreement has been concluded through the Credit Intermediary.

2.14. **Agreement Fee** is the service charge to be paid each time by the Borrower for the preparation, conclusion and/or amendment of the Agreement. The Agreement Fee payable for the conclusion of the Agreement shall be established in the Special Conditions of the Agreement.

2.15. **Payment Schedule** is the schedule of Instalments due under the Agreement.

2.16. **Payment Due Date** is the date established in the Payment Schedule and/or on the basis of the Agreement, by which the payment arising from the Agreement to be made by the Borrower shall be transferred to the Lender's bank account.

2.17. **Instalments** are the periodic (monthly, unless agreed otherwise) payments to be made by the Borrower to the Lender consisting, among other things, of the respective period's Credit Amount Repayments, Interest, Management Fee, and other fees payable by the Borrower in connection with the Agreement.

2.18. **Fine for Delay** is the interest payable by the Borrower for a delay in the fulfilment of a financial obligation at the rate agreed upon in the Special Conditions of the Agreement.

2.19. **Banking Day** is a calendar day which is not a Saturday, Sunday, national holiday or public holiday.

2.20. **End Term of the Agreement** is the date specified in the Agreement by which time the Borrower shall have repaid the entire Credit Amount and fulfilled all obligations arising from the Agreement (including any Debt arising from the Agreement).

2.21. **Debt** means the Borrower's financial obligation before the Lender, which may take the form of an outstanding Agreement Fee, outstanding Loan Amount, outstanding Interest, Fine for Delay, penalty arising from the Agreement, Management Fee and/or expenses related to the collection of the Debt.

2.22. **Sum Issued** is the Credit Amount minus the Agreement Fee for the conclusion of the Agreement.

3. IDENTIFICATION OF THE BORROWER AND PAYMENT OF THE LOAN

3.1. The Lender undertakes to transfer the Sum Issued or a part thereof (in case the Borrower has instructed the Lender in the Special Conditions of the Agreement to transfer the amount(s) from the Sum Issued to third party/parties) to the Account within two (2) Banking Days, at the latest, provided that the precondition for the disbursement of the Credit Amount set forth in clause 3.2 of the Agreement is fulfilled. The Lender shall transfer the Sum Issued or a part thereof (in case the Borrower has instructed the Lender in the Special Conditions of the Agreement to transfer the amount(s) out of the Sum Issued to third party/parties) to the Account without any further instruction from the Borrower.

3.2. The Lender has the right to require the Borrower to be identified in person before the Sum Issued is transferred to the Account.

3.3. The Borrower is identified in person, either by the Lender or a third person / Credit Intermediary authorised by the Lender to identify the Borrower, either at the office of the Lender or the location of the third person / Credit Intermediary representing the Lender, at a location which has been communicated to the Borrower.

4. PAYMENT OF THE AGREEMENT FEE

4.1. **When the Credit Amount is paid out, the Lender shall, with the consent of the Borrower, deduct the Agreement Fee for concluding the Agreement from the Credit Amount.**

4.2. If the Borrower wishes to order from the Lender any operations not specified in the Agreement (for example, introduction of amendments in the Agreement), the Borrower undertakes to pay to the Lender the Agreement Fee or another fee in accordance with the Lender's price list, or, upon an agreement between the Borrower and the Lender, another service charge.

5. CALCULATION AND PAYMENT OF INTEREST

5.1. The Borrower undertakes to pay to the Lender Interest as a part of the Instalment on each Payment Date. Interest shall be calculated on the Credit Amount or the outstanding Credit Amount, which is fixed at the beginning of each Interest calculation period, and in accordance with the interest rate agreed upon in Special Conditions of the Agreement.

5.2. Until the first Payment Due Date for repayment of the Credit Amount, Interest shall be calculated based on the actual number of days per month and a 360-day year. Thereafter, Interest shall be calculated based on a 30-day month and a 360-day year.

5.3. Interest shall be calculated and paid from the day of entry into the Agreement until (excluding) the last Payment Due Date for repayment of the Credit Amount under the Payment Schedule.

6. TERMS OF PAYMENT

6.1. The Borrower undertakes to pay the Instalments to the Lender according to the Payment Schedule. The Borrower shall have the right to demand from the Lender the presentation of the Payment Schedule free of charge at any time during the validity of the Agreement.

6.2. As additional information, the Lender shall issue an invoice for the payments made under the Agreement, at the Borrower's discretion, to either the email address or to the postal address indicated in the Agreement. If the Borrower wishes to receive a hard-copy invoice from the Lender for payment of the amounts arising from the Agreement, the Borrower undertakes to pay to the Lender the corresponding fee (hard-copy invoice fee) for each delivery in accordance with the Lender's price list. The failure to receive the invoice shall not affect the Borrower's obligation to make the payments arising from the Agreement to the Lender.

6.3. Should the amounts paid by the Borrower prove insufficient for the fulfilment of the Borrower's obligations, the collection costs of the debt shall be deemed as paid in the first order, repayments of the Credit Amount in the second order, Interest due in the third order, and the Fine for Delay, the penalties arising from the Agreement, and other fees and compensation of damage thereafter.

6.4. If the Borrower has concluded other agreements with the Lender on the same date, and the Payment Due Date of these agreements falls on the same date, the Lender has the right to consider the less secured obligations of the Borrower as being fulfilled as a priority.

6.5. Where the payment due date for an amount payable under the Agreement has not been fixed in the Payment Schedule and/or the Agreement, the amount shall be paid by the Payment Due Date established by the Lender in the invoice.

6.6. All payments provided with the Agreement shall be transferred to the Lender's current account specified in the Special Conditions of the Agreement, and are

SIGNATURE OF THE LENDER / CREDIT INTERMEDIARY'S REPRESENTATIVE	SIGNATURE OF THE BORROWER

deemed as paid upon transfer of the corresponding amounts to the Lender's account. The Lender shall inform the Borrower of any changes in the account information, as well as of other details required for the effecting of the payment.

7. FINES FOR DELAY, PENALTIES, AND EXPENSES RELATED TO DELAY OF PAYMENT

7.1. **The Lender warns the Borrower that non-payment of the payments due under the Agreement may have serious consequences for the Borrower (including the obligation to pay a Fine for Delay, early cancellation of the Agreement by the Lender, which entails the obligation to reimburse the entire outstanding Credit Amount at once) and may make it more difficult for the Borrower to obtain credit in the future.**

7.2. If the Borrower fails to make an Instalment or to pay any other amount arising from the Agreement by the Payment Due Date, the Lender shall have the right to demand from the Borrower a Fine for Delay, which is calculated on the outstanding debt amount in accordance with the stipulations of the Special Conditions of the Agreement, from the day following the Payment Due Date until appropriate fulfilment of the obligation. No Late Interest shall be calculated on outstanding Interest and the Late Interest.

7.3. If the Borrower fails to pay the amounts arising from the Agreement in a timely manner, the Lender shall have the right to demand from the Borrower compensation for the expenses incurred for the collection of the debt (i.e. the debt processing fee) in accordance with the rate(s) established in the Lender's price list and/or the actual costs incurred by the Lender (the fees charged by the collection service provider and/or legal costs and/or enforcement agent's fees).

7.4. In case of the breach of an obligation arising from the Agreement other than a payment obligation on behalf of the Borrower, the Lender shall have the right to demand from the Borrower a penalty arising from the Agreement in the amount of up to 5% (five per cent) of the outstanding Credit Amount as at the moment of the breach of the Agreement, unless the breach is amended within a reasonable period of time established by the Lender.

7.5. The payment of a penalty arising from the Agreement shall not exempt the Borrower from the fulfilment of the breached obligation or any other obligations arising from the Agreement, and does not deprive the Lender of the right to prematurely terminate the Agreement for the same or for another violation on the basis provided in the Agreement or by law.

8. ADDITIONAL DECLARATIONS AND WARRANTIES OF THE BORROWER

8.1. By signing the Agreement, the Borrower provides additional confirmations:

8.1.1. that they are not the subject of any bankruptcy or enforcement proceedings and are not aware of any circumstances that could give rise to such proceedings in the future;

8.1.2. that the Borrower shall guarantee fulfilment of the obligations assumed under the Agreement with all of their property or any future property that the Borrower may acquire;

8.1.3. the Credit Amount is appropriate for their interest in the loan, needs, and financial situation;

8.1.4. that they undertake to fulfil the payment obligations arising from the Agreement to the Lender pursuant to the procedure and by the terms set forth in the Agreement and the Payment Schedule.

8.2. The Borrower is obliged, during the validity of the Agreement, to submit to the Lender, immediately upon the Lender's request, the documents attesting to the Borrower's solvency and other information (e.g. pay slip, account statement, etc.).

8.3. The Borrower undertakes to inform the Creditor within five (5) calendar days if:

8.3.1. there is any change in the Borrower's place of residence / contact address (including email address), means of communication numbers or bank details fixed in the Agreement;

8.3.2. an insolvency petition or an application for analogous proceedings (including insolvency or court proceedings instituted, appointment of a trustee in insolvency proceedings) is filed with the court by the Borrower or by a third part or the third parties in respect of the Borrower;

8.3.3. the Borrower's regular income has decreased;

8.3.4. other material events occur which may prevent or render impossible the proper performance of the Borrower's obligations under the Agreement.

8.4. The Borrower shall not have the right, without the Lender's previous written consent, to assign the rights and obligations arising from the Agreement to third parties, or to offset the payables arising from the Agreement.

8.5. In the event that the Borrower has instructed the Lender in the Special Conditions of the Agreement to transfer amounts from the Sum Issued to third parties, the Borrower confirms that the information provided by the third party/parties in the Special Conditions of the Agreement (including account numbers, amounts to be transferred, explanations, reference numbers, etc.) is correct and assumes all liability in the event that the payment fails due to incorrect information.

8.6. The Borrower confirms that by transferring the Credit Amount by the Lender to the account(s) of the third party/parties specified in the Special Conditions of the Agreement, the Borrower shall be deemed to have paid the Credit Amount to themselves and, accordingly, the Borrower shall have no subsequent claims or demands against the Lender.

9. ENTRY INTO FORCE OF THE AGREEMENT

9.1. The Agreement enters into force with the Sum Issued being paid out as provided in and according to clauses 3.1 and 3.2, also retroactively from the conclusion of the Agreement.

9.2. The Agreement shall not enter into force if the conditions for the entry into force of the Agreement set out in clause 9.1 of the Agreement have not been fulfilled within 14 (fourteen) days of the conclusion of the Agreement.

10. AMENDMENT OF THE AGREEMENT

10.1. Any amendments, additions, and changes in the Agreement shall be prepared in writing. Any changes and/or additions and/or amendments to the Agreement shall enter into force upon their signing by the Parties to the Agreement, unless agreed upon otherwise.

10.2. The Lender reserves the right to unilaterally amend the Agreement and/or the General Conditions and/or the Terms and Conditions of Insurance. The Lender shall notify the Borrower of such changes at least two (2) months before the entry into force of the respective changes, unless otherwise provided by law. In the event of disagreement with the new conditions, the Borrower shall have the right to terminate the Agreement by giving written notice to the Lender within the aforementioned period and by performing all their obligations under the Agreement.

10.3. The period of notice set out in clause 10.2 shall not apply if the change is caused by a reduction in the price of the services included in the Price List or the addition of new services to the Price List, or by a change in other terms and conditions of the Agreement (e.g. Special Conditions, General Conditions, Terms and Conditions of Insurance) that is more favourable to the Borrower.

11. EXPIRY OF THE AGREEMENT AND PREMATURE TERMINATION OF THE AGREEMENT

11.1. The Agreement shall lapse upon expiry of the Agreement, when all obligations arising from the Agreement have been appropriately fulfilled.

11.2. The Borrower shall have the right to withdraw from the Agreement, without giving a reason thereof, within 14 (fourteen) days after entry into the Agreement. To withdraw, the Borrower may send a written application of withdrawal to the Lender at the postal or e-mail address specified in the Agreement. The application for withdrawal can also be submitted in the LHV internet bank or mobile app by using the withdrawal function located under the agreements' details.When the Borrower exercises their right to withdraw from the agreement they shall immediately, but no later than within 30 (thirty) calendar days after filing the withdrawal application, return to the Lender the Credit Amount and pay the interest calculated on the Credit Amount for the period since the Credit Amount was taken into use until the Credit Amount is paid. When the Borrower does not return the Credit Amount along with the aforementioned Interest for the designated term, then it is regarded as the Borrower not having withdrawn from the Agreement. The estimated daily Interest rate is provided in the Special Conditions.

11.3. The Lender shall have the right to cancel the Agreement prematurely without prior notice by notifying the Borrower in writing if:

11.3.1. the Borrower has submitted false information in the application for the conclusion of the Agreement or in other documents submitted to the Lender, or has failed to submit information concerning their activities or legal status, which significantly affects the performance of the obligations arising from the Agreement;

11.3.2. the Borrower partially or completely delays payment of the Instalment for three (3) consecutive instances, and fails to eliminate the breach within the 14 (fourteen) day additional term given by the Lender;

11.3.3. the circumstances referred to in clause 8.3.2, 8.3.3 or 8.3.4 of the Agreement occur and, in the opinion of the Lender, may affect the proper performance of the Agreement;

11.3.4. the Borrower has breached an obligation under the law or the Agreement, the strict observance of which is a precondition for the continuation of the Borrower's interest in the performance of the Agreement. Such obligations include, in particular:

11.3.4.1. providing the Lender with complete and accurate identification data;

11.3.4.2. providing, at the request of the Lender, and within a reasonable period of time set by the latter, information (including information on beneficial owner, transactions, and economic activities) and documents proving the lawfulness of the origin of its activities, funds or other assets or other information and documents necessary for the application of due diligence measures by the Lender;

11.4.5. the Borrower is or has been, according to reliable and independent sources or the Lender's internal information, involved in or has been involved in money laundering, terrorist financing or sanctions violations or evasion;

11.4.6. the Borrower is in breach of any other agreement concluded with the Lender or a company in the same group as the Lender, and fails to amend the breach within the 14 (fourteen) day additional term given by the Lender.

11.4. In the event of cancellation of the Agreement or early termination of the Agreement by the Borrower, no Instalments or other amounts paid under the Agreement during the term of the Agreement shall be refundable or otherwise compensable to the Borrower.

11.5. The Borrower shall have the right to partially or completely fulfil the obligations arising from the Agreement prematurely, by submitting to the Lender the corresponding application, and paying to the Lender the unreturned Credit Amount or a portion thereof. If the Borrower fails to submit the above declaration of intention to the Lender, any amounts prematurely paid by the Borrower shall be considered as an advance payment.

12. CONFIDENTIALITY OBLIGATION AND PROCESSING OF PERSONAL DATA

12.1. **The Lender and/or the Credit Intermediary shall have the right to provide information about the Borrower, the terms and conditions of the Agreement, and the performance of the Agreement (including non-performance of the Agreement) to the following persons:**

12.1.1. the Lender and/or the Credit Intermediary and the staff members and service providers in the companies of the same groups, including a company (companies) or individual (individuals) who provide identification or debt collection services to the Lender;

12.1.2. the advisers or auditors of the Lender and/or the Credit Intermediary;

12.1.3. the managers of the payment default register;

12.1.4. the Lender's creditors who have provided financial resources for the purpose of financing the Agreement;

12.1.5. persons to whom the Lender wishes or intends to transfer or assign any rights, obligations or claims under the Agreement;

12.1.6. providers of monitoring and other similar services to the Lender and/or the Credit Intermediary;

12.1.7. the insurer referred to in the Terms and Conditions of Insurance, where insurance is specifically agreed in the Special Conditions of the Agreement;

12.1.8. persons whose right to receive information arises from the current legislation of the Republic of Estonia.

SIGNATURE OF THE LENDER / CREDIT INTERMEDIARY'S REPRESENTATIVE	SIGNATURE OF THE BORROWER

12.2. **By entering into the Agreement, the Borrower confirms that they are aware that personal data concerning them shall be processed by the Lender for the purposes of the performance of the Agreement in accordance with the terms and conditions of the Agreement and the Lender's 'Principles of Processing Customer Data', available on the Lender's website (www.lhv.ee).**

13. EXCHANGE OF NOTICES

13.1. All notices to be submitted to the other Party under the Agreement shall be in writing or in a format which can be reproduced in writing. A notice shall be prepared in writing in the cases set forth in the Agreement.

13.2. Notices prepared in writing shall be considered as having been received by the other Party to the Agreement if delivered against signature or sent via a post office by registered mail to the Party's address specified in the Agreement, and five (5) calendar days have passed since the posting. A notice which has been digitally signed by a Party to the Agreement and sent to the other Party's email address specified in the Agreement shall be considered as having been received by the other Party to the Agreement on the working day following the day of dispatch.

13.3. If one of the Parties has changed their address, fax number or email address during the validity of the Agreement, and has failed to inform the other Party thereof, the notice shall be considered as having been received by the Party and/or the Lender if sent to the address specified in the Agreement. Any notices regarding breach of, withdrawal from and/or cancellation of the Agreement shall be submitted in writing (except for notices of obligations, which may be submitted in a format which can be reproduced in writing).

14. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

14.1. This Agreement (including the entry into, performance of and any disputes arising from the Agreement) shall be governed by the laws of the Republic of Estonia.

14.2. Any disputes between the Borrower and/or the Lender arising from the Agreement shall be solved by way of negotiation.

14.3. If the Parties fail to reach an agreement by way of negotiation, the dispute shall be settled by the courts of the Republic of Estonia (including if the Borrower relocates to, after entry into the Agreement, a foreign country or transfers their place of business or place of residence to a foreign country, or if the place of business or residence is not known at the time of submission of the claim).

14.4. For the out-of-court settlement of the dispute, the Borrower may also apply to the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority (address: Endla 10A, 10112 Tallinn, phone: 372 66 72 000, email: info@ttja.ee, website: www.ttja.ee).

14.5. Information on customer complaint handling is available on the Lender's website at www.lhv.ee.

14.6. Supervision over the activities of the Lender shall be performed by the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn, phone: 372 66 80 500, email: info@fi.ee, website: www.fi.ee).

SIGNATURE OF THE LENDER / CREDIT INTERMEDIARY'S REPRESENTATIVE	SIGNATURE OF THE BORROWER