

Specific Terms of the Personal Loan Agreement number ID000 applicable to Customers with residence in Denmark entered into on the 05.11.2021 (Specific Terms)

This Loan Agreement is made between:

Ferratum Bank p.l.c. ("SweepBank" or the "Creditor")

Registration and license number: C 56251

Address: ST Business Centre, 9th floor, 120, The Strand, Gzira GZR 1027, Malta

Telephone numbers: (+45) 70 20 70 46

E-mail address: help.dk@sweepbank.com

Regulator: Malta Financial Services Authority, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta

AND

First name Last name

Address

CPR

(hereinafter the "Customer")

SweepBank hereby grants to the Customer, who accepts, an unsecured fixed interest installment loan, for the amount specified in clause 1.1. of these Specific Terms (the "**Loan**"). These specific terms of the personal loan agreement applicable to customers resident in Denmark (the "**Specific Terms**") as well as the provisions contained in the standard terms of the Personal Loan Agreement applicable to Customers resident in Denmark (the "**Standard Terms**"), the Standard European Consumer Credit Information sheet (the "**SECCI**"), and the repayment schedule (the "**Repayment Schedule**") (as amended from time to time), collectively (the "**Loan Agreement**") form the basis of the agreement between the Customer and SweepBank with respect to the Loan granted by Sweep-Bank to the Customer.

The Customer shall receive the Loan principal amount as indicated and defined below from Sweep-Bank by transfer to the Customer's personal bank account.

1. Key information

1.1 Loan Principal Amount	225,000.00 DKK
1.2 Duration of the Loan Agreement	120 months
1.3 Loan Interest Amount and Borrowing Rate	161,704.65 DKK. The fixed annual rate of interest is 11.99 %, (calculated on the basis of each month having 30,41666 days) chargeable each day on the amount of Loan principal outstanding until the Loan has been repaid.
1.4 Contract Conclusion Fee:	0 DKK
1.5 Total Cost of the Loan:	161,704.65 DKK

1.6 Total Amount Payable 386,704.65 DKK

1.7 Annual Percentage Rate (APR) 12.67 %

This APR is calculated on the following assumptions:

(a) the Loan Agreement is to remain valid for the period agreed;

(b) that SweepBank and the Customer will fulfil their obligations under the terms and by the dates specified in the Loan Agreement;

(c) the borrowing rate and other charges will remain fixed in relation to the initial level and will remain applicable until the end of the Loan Agreement;

(d) the Loan shall be subject to interest amounting to 161,704.65 DKK, a contract conclusion fee of 0 DKK, and payment of the full amount due of 386,704.65 in 120 monthly instalments with 119 equal monthly instalments of 3,222.54 DKK each and one final instalment of 3,222.39 DKK.

1.8 Repayment Day: 1st day of the calendar month

1.9 Repayments The Customer shall repay due amounts in 120 monthly instalments made up of the first instalment of 3,222.54 DKK, 118 monthly instalments of 3,222.54 DKK each and one final instalment of 3,222.39 DKK. The first instalment shall be due on 2021-12-01 and the last instalment shall be due on 2031-11-01. Parties may agree differently as specified in the Standard Terms.

1.10 Disbursement Conditions: Customer shall receive the Loan Principal Amount via bank transfer to the personal bank account of the Customer within two working days from the day on which SweepBank accepts to grant the Loan to the Customer.

1.11 Right of Withdrawal
(cancellation):

If the Customer exercises the right to withdraw from the Loan Agreement as set out in clause 5 of the Standard Terms, the amount of interest payable per day assuming the Loan Principal Amount is repaid in one instalment is 0 DKK

2. The repayment amounts may vary if the Loan is received by the Customer later than the date of this Loan Agreement, on the basis of the use of the Loan i.e. date of actual receipt by the Customer of the Loan until due date.

3. Unless otherwise defined, terms used in these Specific Terms shall have the same meaning as signed to them in the Standard Terms.

4. By signing this Loan Agreement, the Customer confirms to be a Customer as defined in the Standard Terms, and that the Customer is obliged to repay SweepBank any outstanding amounts according to this Loan Agreement and to have seen this entire Loan Agreement (including the Standard Terms).

5. In addition, the Customer confirms (i) to have read the Loan Agreement prior to signing the Loan Agreement and to have familiarized him/herself with the SECCI, which the Creditor has provided to the Customer (ii) acceptance of the Loan Agreement and that (iii) the Customer is entering into this Loan Agreement in his or her own name and on his or her own behalf.

6. This Loan Agreement is enforceable under section 478(1)(v) and subsection (4) of the Danish Administration of Justice Act (in Danish: retsplejeloven).

7. The Loan Agreement must be signed with NemID or MitID, as applicable, by the Customer.

8. Credit Intermediary:

PRE-CONTRACT CREDIT INFORMATION

(Standard European Consumer Credit Information - SECCI)

1. Contact details

Creditor	Ferratum Bank p.l.c. (SweepBank) Reg. no.: C 56251
Address	ST Business Centre, 120, The Strand, Gzira, GZR 1027, Malta
Telephone number(s)	(+45) 70 20 70 46
E-mail address	help.dk@sweepbank.com
Web address	www.sweepbank.com/dk
Credit Intermediary	N/A N/A
Address	N/A N/A N/A N/A

2. Key features of the credit product

The type of credit	Unsecured fixed interest instalment loan
The total amount of credit. <i>This means the ceiling of the total sum made available under the credit agreement</i>	225,000.00 DKK
The conditions governing the drawdown. <i>How and when credit would be provided.</i>	The Customer receives the Loan Principal Amount via bank transfer to the personal bank account of the Customer within two working days from the day on which Creditor accepts to grant the Loan to the Customer.
The duration of the credit agreement.	120 months
Instalments and, where appropriate, the order in which instalments will be allocated.	The Customer will have to pay the following: 120 monthly instalments made up of 119 instalments of 3,222.54 DKK each and one final instalment of 3,222.39 DKK. The first instalment will be due on the 2021-12-01 and the last instalment will fall due on 2031-11-01 in accordance with the Repayment Schedule. The Repayment Schedule may be amended in terms of the Standard Terms. Interest and/or charges will be payable in the following manner: In case of partial payments, the order of allotment shall be the following: (1) costs of recovery of amounts due including fees for reminder letters and default interest; (2) the contract conclusion fee, (3) the unpaid interest (4) the Loan principal amount (5) any other amounts owed by the Customer under the credit agreement.

<p>The total amount you will have to repay.</p> <p><i>This means the amount of borrowed capital plus interest and other costs.</i></p>	<p>386,704.65 DKK</p> <p>The Customer may additionally have to pay fees to third parties such as SMS costs in the case the Customer sends SMSs to SweepBank, telephone charges in case the Customer calls Creditor, bank charges for money transfers. These charges are optional to the Customer, variable upon the Customer's decisions, unknown to Creditor and not under the control of Creditor and therefore Creditor cannot provide a list of these costs and charges.</p>
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3. Costs of the credit

<p>The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement.</p>	<p>- Fixed interest is chargeable at an annual rate of 11.99 % (calculated on the basis of each month having 30,41666), chargeable each day on the amount of the Loan principal outstanding until the Loan has been repaid (daily interest rate of 0.03 %).</p>
<p>Annual Percentage Rate of Charge (APR).</p> <p><i>This is the total cost expressed as an annual percentage of the total amount of credit.</i></p> <p><i>The APR is there to help you compare different offers.</i></p>	<p>12.67 %</p> <p>This APR is calculated on the following assumptions:</p> <p>(a) the credit agreement is to reCreditorand;</p> <p>(b) the Customer will fulfil their obligations under the terms and by the dates specified in the credit agree-ment;</p> <p>(c) the borrowing rate and other charges will remain fixed in relation to the initial level and will remain applicable until the end of the credit agree-ment;</p> <p>(d) the Loan shall be subject to interest amounting to 161,704.65 DKK, a contract conclusion fee of 0 DKK, and payment of the full amount due of [full amount due i.e. loan principal 386,704.65 DKK in 120 monthly instalments with 119 equal monthly instalments of 3,222.54 DKK each and one final instalment of 3,222.39 DKK.</p>
<p>Is it compulsory, in order to obtain the credit or to obtain it on the terms and conditions marketed, to take out</p> <ul style="list-style-type: none"> • an insurance policy securing the credit, or • another ancillary service contract <p>If the costs of these services are not known by the creditor they are not included in the APR</p>	<p>No</p> <p>No</p>

Related costs

Any other costs deriving from the credit agreement	Contract Conclusion Fee: 0 DKK
Conditions under which the above-mentioned costs related to the credit agreement can be changed.	<p>Creditor is entitled, subject to ninety days' notice, to change its interest rate, charges and fees to the Customer's detriment. Notwithstanding the aforesaid, Creditor is entitled to reasonably change its interest rate, charges and fees with a notice period of 30 days provided that such changes are caused by the following circumstances or factors beyond Creditor's control: if the official discount rate of the Danish central bank changes, statutory provisions, regulatory measures or similar events occur, if they increase Creditor's administrative and similar costs of providing the services which the charge or fee concerns or other administrative and similar services for which no charges or fees have so far been payable.</p> <p>The Customer will be notified of any changes to charges or fees by e-mail and via the Website.</p> <p>The Customer may reject changes by terminating the credit agreement within the notice period.</p> <p>In such a case all amounts due under the credit agreement shall fall due immediately upon termination.</p>
<p>Costs in the case of late payments.</p> <p><i>Missing payments could have severe consequences for you (e.g. forced sale) and make obtaining credit more difficult.</i></p>	<p>The Customer will be charged default interest at either the agreed debtor interest rate or the rate set out in the Danish interest Act (in Danish: renteloven) whichever is the higher for missing payments.</p> <p>If the Customer fails to make a particular payment in full within the stipulated time, Creditor shall have the right to send a reminder e-mail/letter to the Customer against a reminder fee of 100 DKK per reminder letter.</p> <p>Missing payments could also result in:</p> <ul style="list-style-type: none"> • Customer having to pay additional charges or penalties; • Customer's credit rating being affected, making it more difficult or expensive for Customer to obtaining credit in future; • legal action being taken against Customer • termination of the credit agreement. • liability to compensate all actual damages and costs incurred in collecting overdue amounts, including the recovery of payments made to debt collectors.

4. Other important legal aspects

<p>Right of withdrawal.</p> <p><i>You have the right to withdraw from the credit agreement within a period of 14 running days.</i></p>	Yes.
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<p>Early repayment.</p> <p><i>You have the right to repay the credit early at any time in full or partially</i></p>	<p>Yes. the Customer has the right to repay the Loan early at any time in full or partially. In such case, the Interest repayable and the Contract Conclusion Fee shall be reduced proportionately to the time by which the Loan was repaid early.</p>
<p>The creditor is entitled to compensation in the case of early repayment</p>	<p>No.</p>
<p>Consultation of a database</p> <p>The creditor must inform you immediately and without charge of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or public security</p>	<p>Creditor consults internal and/or external databases for the purposes of assessing credit worthiness.</p> <p>If the Customer's application is rejected on the basis of results of a consultation with a database about the income of a person and/or performance of payment obligations, the Customer will be informed (without delay or charge) of the result of the consultation and the particulars of the database consulted.</p> <p>This is not applicable if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or security.</p>
<p>Right to a draft agreement.</p> <p>You have the right, upon request, to obtain a copy of the draft credit agreement free of charge. This provision does not apply if the creditor is at the time of the request unwilling to proceed to the conclusion of the credit agreement with you</p>	<p>Yes.</p>
<p>The period of time during which the creditor is bound by the pre-contractual information.</p>	<p>This information is valid from 05.11.2021 until 12.11.2021.</p>

5. Additional information in the case of distance marketing of financial services

<p>a) concerning the creditor</p>	
<p>Registration</p>	<p><u>Ferratum Bank p.l.c. (SweepBank) is registered with the Registry of Companies in Malta with registration number C56251.</u></p> <p>Ferratum Bank p.l.c. (SweepBank) is licensed by the Malta Financial Services Authority as a credit institution with license number C56251.</p>
<p>The supervisory authority.</p>	<p><u>Malta Financial Services Authority</u> <u>(http://www.mfsa.com.mt/pages/contact.aspx), Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta</u></p>

b) concerning the credit agreement	
<p>Exercise of the Right of Withdrawal</p>	<p>The Customer has the right to withdraw from the credit agreement without indicating any reason by sending a simple notice of cancellation within (fourteen) 14 days from the date of conclusion of the credit agreement or when the Customer receives the contractual terms and conditions, if this is later or from when the Customer received the mandatory information required by law in terms of section 19 of the Danish Credit Agreement Act (in Danish: kreditaftaleloven) or section 18 of the Danish Consumer Agreements Act (forbrugeraftaleloven). If the 14-day period expires on a national holiday in Denmark, a Saturday, 5 June, 24 December or 31 December, the Customer may wait until the next business day to send the withdrawal notice.</p> <p>The Customer must send the notice to Creditor's email address (as provided above), or, should the Customer wish to send the simple notice by post, to Crediotr's physical address provided above. The Customer must provide the following information in the notice of cancellation: (a) Name and surname, (b) CPR number (c) a statement showing an explicit intent to withdraw from the credit agreement, (d) date of the notice. If the Customer does not exercise the right to withdraw, the Customer is bound by the terms and conditions of the credit agreement. If the Customer exercises the right of withdrawal, the credit agreement will be considered not to have been concluded.</p> <p>Upon withdrawal, the Customer shall settle the Loan principal amount together with the interest due thereon calculated at the daily interest from the day that the Customer has received the Loan to the repayment date (date when Creditor received full repayment) without undue delay but not later than 30 calendar days from date of dispatch of withdrawal notice. If the Customer exercises the right to withdraw from the credit agreement, the amount of interest payable per day assuming the Loan is repaid in one instalment is 0 DKK.</p>
<p>The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.</p>	<p>Danish law.</p>
<p>Clause stipulating the governing law applicable to the credit agreement and/or the competent court.</p>	<p>The Loan Agreement shall be governed by Danish law. The Customer may only bring proceedings against Creditor in the Member State of the European Union where the Customer is domiciled or in Malta. Creditor may bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled (Copenhagen City Court, if the Customer is domiciled in Denmark). Both parties may bring a counter-claim in the court where the original claim is pending.</p>

<p>Language regime</p>	<p>The credit agreement shall be provided in English with a Danish translation. The English text shall be legally binding and decisive. The Danish translation is for convenience only and in case of disputes, the English language shall prevail. Other information will be supplied in Danish and/or English. With your consent, we intend to communicate in Danish and/or English during the duration of the credit agreement.</p>
<p>c) concerning redress</p>	
<p>Existence of an access to out-of-court complaint and redress mechanism.</p>	<p>Any complaints shall be addressed to the Creditor in writing. If the Customer is unable to resolve a complaint with the Creditor and has received a final response from the Creditor confirming this, the Customer has the right to refer his or her complaint to the Office of the Arbiter for Financial Services, at: The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju Floriana FRN 1530, Malta or www.financialarbiter.org.mt.</p>

SweepBank– Standard Terms of of the Personal Loan Agreement applicable to Customers resident in Denmark (Standard Terms)

These standard terms and conditions (the “**Standard Terms**”), together with the Specific Terms of the Personal Loan Agreement (the “**Specific Terms**”), the Standard European Consumer Credit In-formation Sheet (the “**SECCI**”) and any applicable repayment schedule (the “**Repayment Schedule**”) (collectively referred to as the “**Loan Agreement**”) govern the contractual relationship between Ferratum Bank p.l.c. (SweepBank) and the customer named in the Specific Terms (the “**Customer**”) in relation to the loan specified in the Specific Terms (the “**Loan**”). Details of SweepBank, the Customer and the Loan are specified in the Specific Terms.

SweepBank and the Customer are individually referred to as a “**Party**” and together as “**Parties**”.

1. Application for and granting of the Loan

- 1.1 SweepBank only grants a Loan to natural persons who are at least 18 years of age, are legally competent, have a Danish civil registration number (CPR-number) and an officially registered address in Denmark, and are deemed to be creditworthy by SweepBank. Customers must not be registered with RKI, the Debtor Register or any other credit agency. In addition, Customers must have a personal functional mobile telephone number and a personal functional e-mail address..
- 1.2 SweepBank's decision to grant the Customer a Loan will be based, among other things, on an individual credit assessment. The credit assessment will be based on information provided by the Customer and by external credit rating agencies such as the Debtor Register and Experian's RKI register. In addition, SweepBank may obtain credit information about the Customer from other sources, including financial institutions. The Customer's creditworthiness may also be re-assessed during the term of the Loan Agreement.
- 1.3 The Customer may request a copy of the draft Loan Agreement. SweepBank will provide this to the Customer free of charge unless SweepBank has decided not to grant a loan.
- 1.4 Prior to entering into a Loan Agreement as well as at any time during the term of the Loan Agreement, SweepBank has the right to identify and verify the identity of the Customer (both through the Customer himself/ herself as well as through third party sources) as well as request other information from a Customer and/or third parties which are deemed relevant by Sweep-Bank to make a decision as to whether to enter into a Loan Agreement and/or whether to grant a loan. The Customer undertakes to fulfil all of SweepBank's requests in terms of this clause. The Customer acknowledges and agrees that SweepBank has the right to refuse to enter into the Loan Agreement or to terminate a Loan Agreement entered into with immediate effect or refuse to grant a loan to a Customer or terminate a Loan granted to a Customer who has not answered any request for information or who has failed to provide documentation in terms of this clause or in the event that SweepBank cannot obtain the information or verification which it considers necessary to assess the creditworthiness of the Customer or in case the Customer falls outside SweepBank's risk policies.
- 1.5 The Customer must accept the Loan Agreement by signing with NemID or MitID, as applicable.

- 1.6 The Loan Agreement is concluded when SweepBank disburses the Loan Principal Amount to the Customer under the Loan Agreement. The Customer hereby waives receipt of SweepBank's statement of acceptance or rejection. Acceptance is evidenced by SweepBank's disbursement of the Loan Principal Amount to the Customer.
- 1.7 SweepBank retains, at all time, full and absolute discretion as to whether or not to enter into a Loan Agreement with or grant a loan to the Customer irrespective of prior acceptances of applications by the same Customer. In case of rejection, SweepBank is not obliged to disclose the reasons for rejection unless such rejection is based on the results of a consultation with a database about the income and/or performance of payment obligations. In the latter case, Sweep-Bank will inform the Customer free of charge of the result of the consultation and the particulars of the database consulted.
- 1.8 SweepBank has the right, but not the obligation, to offer the Customer a different loan amount than the amount the Customer applied for.

2. Repayment of the loan and due date, charges and interest

- 2.1 The Customer must repay the Loan principal together with interest and other fees due in accordance with the Loan Agreement by the agreed due date.
- 2.2 Amounts due must be paid in DKK to the account indicated by SweepBank in the Agreement or in the invoice. The Customer must repay amounts due through a bank account held in the Customer's name at his/her own cost. SweepBank reserves the right to refuse payment made through other means. The repayment period starts at the time the Customer receives the Loan Principal Amount in the Customer's personal bank account. The currency applicable to Loan and any interest, fees or other payments shall be the DKK. The Customer must cover the costs of conversion if payment is made in any other currency.
- 2.3 When making a repayment, the Customer shall insert the reference code specified in an invoice. If this is not done, and SweepBank is unable to identify the Customer as a payer, the Customer will be considered not to have made any payment.
- 2.4 The invoice shall contain the amount due by the Customer and the repayment date ('the Invoice') and shall be sent to the Customer's personal e-mail. In case the invoice is not received within five (5) calendar days before the relative Due Date, the Customer shall notify SweepBank thereof with no delay. Non-receipt of the invoice does not relieve the Customer from the obligation to make repayments.
- 2.5 The Customer may be required to complete a direct debiting and/or standing order, or to subscribe for Betalingsservice for the agreed periodic payments. The Customer may also be offered the possibility to make such repayments from his or her debit card. SweepBank may notwithstanding any intervening expiry date, continue to present direct debits/standing orders/recurring payments for the agreed periodic payment amounts until the full amount due has been repaid. In case the Customer is paying the Loan through direct debit or standing order or from his/her debit card, the Customer is obliged to ensure that his or her bank account holds sufficient funds on Due Date to cover the monthly instalment and any other payments related to the Loan as specified in the Agreement.
- 2.6 SweepBank reserves the right to refuse any payment made to it which is not received from a bank account held in the Customer's name.

- 2.7 Interest on the Loan principal is accrued daily from the date that the Customer receives the Loan Principal Amount into his personal bank account until repayment. The Customer shall also pay a one time Contract Conclusion fee for the amount indicated in the Specific Terms. Interest, the Contract Conclusion Fee and the Loan principal amount shall be repaid in monthly instalments in accordance with the Repayment Schedule issued by SweepBank as may be amended. Other fees and charges are paid in accordance with the provisions of the Loan Agreement.
- 2.8 The Customer may request a postponement of the monthly instalment/s against the Payment Holiday fee specified in Appendix 1. In such a case, no monthly instalment shall be payable during the month for which the request has been accepted. However, the interest shall continue to accrue during such period and the Customer is required to pay interest on the Loan principal outstanding for the extra days for which the Loan principal is used. The application shall be made in the manner prescribed by SweepBank and shall be subject to such terms and conditions as shall be made known in advance to the Customer. SweepBank has the right to reject the Customer's application at any time and for any reason. SweepBank will inform the Customer whether the application is approved or not. The Payment Holiday fee shall be payable as indicated in the invoice.
- 2.9 The Customer may request SweepBank to amend the Repayment Schedule by increasing the number of monthly instalments (thus reducing the monthly repayment amount) against the Rescheduling fee. The application must be made in the manner prescribed by SweepBank and shall be subject to such terms and conditions as shall be made known in advance to the Customer. SweepBank has the right to reject the Customer's application at any time and without assigning any reason. The Customer is required to pay interest on the Loan principal for the extra days for which the Loan principal is used. The rescheduling fee indicated in Appendix 1 is payable by the Customer as indicated in the invoice.
- 2.10 The Customer is entitled to repay the Loan before the agreed due date, at any time, by notifying SweepBank in writing at the email address specified in the Specific Terms twenty four (24) hours prior to making such repayment. In such case, the interest repayable and the Contract Conclusion Fee shall be reduced proportionately to the time by which the Loan was repaid early. If the Customer does not pre-pay the whole amount due, SweepBank decides whether early repayment shortens the repayment period or reduces the amounts due for each repayment.
- 2.11 In case of partial payments, the order of allotment shall be the following: (1) costs of recovery of amounts due including fees for reminder letters and default interest; (2) the Contract Conclusion Fee (3) the unpaid interest (4) the Loan principal amount (5) any other amounts owed by the Customer under the Loan Agreement other than the contract conclusion fee.
- 2.12 The Customer may request a copy of the Repayment Schedule, in the form of an amortization table, free of charge, at any time during the validity of the Loan Agreement.
- 2.13 SweepBank sends invoices electronically and the invoices are valid without signature.

3. Bod, rykkere og opkrævningsgebyrer

- 3.1 If the Customer fails to pay amounts due on time, SweepBank is entitled to (a) add to the amount due any charges as well as default interest at either the agreed debtor interest rate or the rate set out in the Danish Interest Act (in Danish: renteloven) whichever is the higher; (b) impose a reminder fee for each reminder and a collection fee, if applicable and (c) have a collection agency or other third party collect or assist in the collection of the overdue amount at the Customer's cost.
- 3.2 If the delay in the repayment of the Loan or any monthly instalment is of more than 30 days, SweepBank has the right to terminate the Loan Agreement with immediate effect and to require that the Customer pays the Loan and all applicable fees and charges within seven days from notification.
- 3.3 In case of default, SweepBank is entitled to have the Customer registered in debt registers/databases containing credit/debt history.
- 3.4 In addition to the consequences outlined above, missing payments can also affect the credit rating of the Customer negatively, making it difficult or more expensive for the Customer to get a loan in the future and lead to legal action being taken against the Customer.
- 3.5 This clause 3 shall survive the termination of the Loan Agreement.

4. Pre-mature termination of the Loan Agreement

- 4.1 Apart from the other instances specified in the Standard Terms, SweepBank may terminate the Loan Agreement if:
 - (a) the Customer is in breach of the Loan Agreement in other respects, including but not limited to, instances where the Customer has provided SweepBank with incorrect information or has breached the warranties granted in clause 13.1 of the Standard Terms; or
 - (b) if the Customer's individual situation leads to a significant increase in costs of a particular credit management related action or services e.g. the Customer will no longer have a permanent address in Denmark; or
 - (c) Changes to legal or regulatory requirements occur at short notice which make it difficult or impossible for SweepBank to continue in the relationship with the Customer or to provide services in Denmark without considerable changes; or
 - (d) SweepBank is required to do so, or otherwise allowed to do so in terms of a law applicable to SweepBank, including but not limited to laws aimed at preventing money laundering and/or the funding of terrorism.

If the Loan Agreement is terminated, the Customer must repay all amounts due within seven days from the date of notice of termination.

- 4.2 The Loan falls due for repayment immediately if the Customer becomes insolvent (is declared bankrupt), applies for debt relief or dies.
- 4.3 If SweepBank has the right to terminate the Loan Agreement but does not invoke the basis of recall immediately when it comes to SweepBank's attention, this does not constitute a waiver of SweepBank's right to invoke such grounds and terminate the Loan Agreement at a later date.

- 4.4 The Customer is entitled to terminate the Loan Agreement at any time with a written and signed notice to SweepBank by email to help.dk@sweepbank.com or by post stating his/ her name and surname and CPR number as well as the request to terminate the Loan Agreement. However, in case of such termination, SweepBank may demand the immediate repayment of all due amounts, in which case such amounts shall be considered immediately due and payable. It is understood, that the Customer's obligations in terms of the Loan Agreement are not considered terminated until all the amounts owed by the Customer to SweepBank are repaid.
- 4.5 Furthermore, the Loan Agreement can be terminated on the conditions stipulated by the applicable law. For the avoidance of doubt, interest shall continue to accrue until all amounts have been repaid.
- 4.6 In the case of termination of the Loan Agreement for any reason, the provisions of this Loan Agreement which, due to their nature, stipulate the rights and obligations of the Parties after the termination of the Loan Agreement shall apply also after the termination of the Loan Agreement. This, above all, concerns such provisions which determine settlement of disputes between the Parties, repayment obligations, collection and payment of amounts due and the procedure for calculation and payment of such amounts and liability of the Parties and the assignment clause.
- 4.7 This clause 4 shall survive the termination of the Loan Agreement.

5. Cooling off

- 5.1 The Customer has the right to cancel the Loan Agreement under section 19 of the Danish Credit Agreement Act (in Danish: kreditaftaleloven) or section 18 of the Danish Consumer Agreements Act (forbrugeraftaleloven). The Customer does not need to indicate any reason for cancellation.
- 5.2 The Customer shall exercise the right to cancel by sending the notice of cancellation within 14 days from the date of conclusion of the Loan Agreement or when the Customer receives the contractual terms and conditions, if this is later or from when the Customer received the mandatory information required by law in terms of the legislation mentioned in clause 5.1 (as further detailed in clause 5.3 below). If the 14-day period expires on a national holiday in Denmark, a Saturday, 5 June, 24 December or 31 December, the Customer may wait until the next business day to send the cancellation notice.
- 5.3 The mandatory information mentioned above refers to:
- (i) the type of credit;
 - (ii) the identity and address of the parties, as well as of any credit intermediary;
 - (iii) the duration of the credit agreement;
 - (iv) the total amount of the loan;
 - (v) 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;

- (vi) the annual percentage rate of charge;

- (vii) the total amount payable.

As regards points (vi) and (vii): the indication of the annual percentage rate of charge and the total amount payable must be stated, specifying the assumptions that are known at the time the credit agreement is concluded and that are used in the calculation of the annual percentage rate of charge.

- (viii) the amount, number and due date of each instalment.

If partial payments are planned, it must be stated in which order the outstanding claims of the creditor for the different borrowing rates apply, through which partial payments are repaid;

- (ix) in the case of a capital amortisation of a loan agreement with a fixed term, an indication of the borrower's right to receive a repayment schedule free of charge at any time during the entire term of the loan.

The amortisation table shall indicate the payments owing and the periods and conditions relating to the payment of such amounts; the table shall contain a breakdown of each repayment showing capital amortisation, the interest calculated on the basis of the borrowing rate and, where applicable, any additional costs; where the interest rate is not fixed or the additional costs may be changed under the credit agreement, the amortisation table shall indicate, clearly and concisely, that the data contained in the table will remain valid only until such time as the borrowing rate or the additional costs are changed in accordance with the credit agreement;

- (x) the conditions of disbursement
- (xi) all other costs, in particular in connection with the disbursement or the use of a payment instrument with which both payment transactions and withdrawals can be made, as well as the conditions, under which the cost can be adjusted;
- (xii) the default interest rate and the manner of its possible adjustment as well any delay costs incurred;
- (xiii) the name and address of the borrower;
- (xiv) the interest rate applicable in the case of late payments as applicable at the time of the conclusion of the credit agreement and the arrangements for its adjustment and, where applicable, any charges payable for default;
- (xv) a warning about the consequences of missing payments;
- (xvi) 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 the credit already disbursed and to pay interest; the amount of interest payable per day must be indicated;
- (xvii) the right of early repayment, the procedure for early repayment, as well as, where applicable, information concerning the creditor's right to compensation and the way in which that compensation will be determined;
- (xviii) the procedure to be followed for terminating the credit agreement;
- (xix) whether or not there is an out-of-court complaint and redress mechanism for the consumer and, if so, the methods for having access to it;
- (xx) all other terms and conditions relevant for the loan agreement;

- (xxi) the name and address of the competent authority;
 - (xxii) the name and address of the loan intermediary involved
- 5.4 The right to cancel can be exercised by simple notice identifying the Customer and expressing the intent to cancel within the time frame aforementioned . The Customer shall send the notice to SweepBank's email address (as provided above), or, should the Customer wish to send the simple notice by post, to SweepBank's physical address provided above. The Customer shall provide the following information in the notice of cancellation: (a) Name and surname, (b) CPR number (c) a statement showing an explicit intent to cancel the Loan Agreement and (d) date of the notice.
- 5.5 If the Customer does not exercise the right to cancel, the Customer shall be bound by the terms and conditions of the Loan Agreement. If the Customer exercises the right of cancellation, the Loan Agreement will be considered not to have been concluded. In such case, the Customer must settle the Loan principal amount together with interest due thereon calculated at the daily rate indicated in the Specific Terms from the day that the Customer has received the Loan to the repayment date (date when SweepBank received full repayment) without undue delay, but not later than thirty (30) calendar days from giving notification.

6. Amendment to Loan Agreement

- 6.1 SweepBank is entitled to change these Standard Terms without prior notice and with immediate effect if the changes are to the Customer's benefit.
- 6.2 SweepBank is entitled, subject to 90 days' notice, to change its interest rate, charges and fees to the Customer's detriment. Notwithstanding the aforesaid, SweepBank is entitled to reasonably change its interest rate, charges and fees with a notice period of 30 days provided that such changes are caused by the following circumstances or factors beyond SweepBank's control: if the official discount rate of the Danish central bank changes, statutory provisions, regulatory measures or similar events occur, if they increase SweepBank's administrative and similar costs of providing the services which the charge or fee concerns or other administrative and similar services for which no charges or fees have so far been payable.
- 6.3 The Customer will be notified of any changes to charges or fees by e-mail and via the Website.
- 6.4 The Customer may reject changes by terminating the Loan Agreement within the notice period. In such a case all amounts due under the Loan Agreement shall fall due immediately upon termination.

7. Liability and Force Majeure

- 7.1 A Party's obligations in terms of these Standard Terms shall be suspended for such period during which that Party is prevented from complying with its obligations due to Force Majeure, provided that such Party:
- (a) has notified the other Party of the existence of such Force Majeure,
 - (b) does everything in a Party's power to comply with the obligations in terms of the Loan Agreement notwithstanding the existence of Force Majeure; and
 - (c) fulfils the obligations once the Force Majeure event has ceased to exist, within the time specified by the other Party.

- 7.2 For the avoidance of doubt, Force Majeure shall only suspend a Party's obligation in so far as it is impossible for the Party to perform the same and must in no case excuse such Party from the obligation to perform other obligations in terms of the Loan Agreement. **Force Majeure** means an event that is unpredictable and beyond the Parties' control, e.g. strike, legislative restriction imposed by the government or an EU authority, sabotage, uprising, natural disasters or similar circumstances causing impossibility in fulfilling the obligations arising from the Loan Agreement but shall not include termination of employment or other conditions effecting the Customer's capacity to repay the Loan or other amounts due to SweepBank. Any other loss or damage that has occurred as a result of SweepBank's inability to perform its obligations due to Force Majeure shall not be made good by SweepBank if SweepBank has acted with ordinary care.
- 7.3 SweepBank will have no liability for any loss or damage arising out of inaccurate or incorrect information provided by the Customer.
- 7.4 In addition, SweepBank will have no liability for any loss or damage arising out of internet connection failures or downtime making its website unavailable to the Customer. In addition, SweepBank will have no liability for any loss arising out of failures, errors, etc. on its Website or mobile application.
- 7.5 SweepBank will have no liability for any indirect loss or damage arising out of the Customer's use of the Website or mobile application or any of the services provided on the Website or mobile application.
- 7.6 For any losses other than those excluded above, SweepBank may incur liability only in accordance with the general law of damages.

8. Data Protection

- 8.1 The Customer acknowledges that SweepBank collects and processes the Customer's personal data in accordance with the guidelines Principles of Processing the Personal Data of Clients which are published on the Website as well as on the basis of any consent given for such processing, when this is required by applicable law.
- 8.2 The Customer must inform SweepBank immediately and within no later than one working day if there has been any change to the data provided to SweepBank.

9. Governing law and settlement of disputes

- 9.1 The Loan Agreement between SweepBank and the Customer is governed by Danish law.
- 9.2 The Customer can only bring proceedings against SweepBank in the Member State of the European Union where the Customer is domiciled or in Malta. SweepBank can bring proceedings against the Customer in the Member State of the European Union where the Customer is domiciled (Copenhagen City Court, if the Customer is domiciled in Denmark). Both parties may bring a counterclaim in the court where the original claim is pending.
- 9.3 This provision shall survive the termination of the Loan Agreement.

10. Complaints

- 10.1 In case the Customer has any complaints, the Customer is entitled to file them directly with Sweep-Bank, using the contact data provided in the Specific Terms or on its Website. The Parties shall try to settle complaints by negotiations. If negotiations fail, then the Customer shall file the complaint in writing (including email), specifying therein: (a) name, surname, address of the place of residence and contact information; (b) date of submission of the complaint letter and (c) the nature of the conflict, the claim and substantiation thereof. The Customer must enclose copies of documents certifying the transaction as well as other documents substantiating the complaint (if possible). An electronically submitted complaint does not require a signature. SweepBank will provide a reply (either by email or post) to the Customer within 30 days from the day of receipt of the submission. If it is not possible for SweepBank to reply within 30 days due to objective reasons, SweepBank will inform the Customer of this without undue delay, specifying a reasonable time period within which the reply will be provided and giving the reason why this extension is necessary. If SweepBank refuses the Customer's request, SweepBank will provide the reasons for such refusal. If SweepBank does not provide a reply within the time period specified herein, it is to be considered that Sweep-Bank has refused the Customer's request.
- 10.2 If the Customer is not satisfied with the result, the Customer may lodge a complaint in writing with the Office of the Arbiter for Financial Services, at: The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju Floriana FRN 1530, Malta or www.financialarbiter.org.mt.

11. Assignment

- 11.1 SweepBank has the right to assign its rights and obligations in relation to the Loan Agreement to a third party, without the Customer's consent. SweepBank will inform the Customer of such assignment, by any means of notification specified in clause 12 of these Standard Terms, except where it, by agreement with the assignee continues to service the credit towards the Customer.
- 11.2 The Customer is not entitled to assign its rights and obligations in relation to the Loan Agreement to a third party.
- 11.3 This provision shall survive the termination of the Loan Agreement.

12. Communications

- 12.1 By concluding the Loan Agreement, the Customer agrees that all relevant notices and other communications can be sent electronically, including to the Customer's personal e-mail, , text message on the phone or via other mobile applications. The notices delivered in the aforementioned manner are considered received on the same date on which they were sent, with the exception of any communications sent by post which are be considered received five working days from when they have been sent. In case the requirements change, the Customer will be notified thereof.
- 12.2 During the term of this Loan Agreement the Parties will communicate in Danish and/or English.

13. Warranties

- 13.1 By submitting an application to enter into the Loan Agreement, the Customer acknowledges, warrants, undertakes and agrees that the Customer:
- (i) has provided true, correct and complete information to SweepBank and that the Customer will inform SweepBank without undue delay whenever there is a change to the information provided or in the event that the Customer notices that any information submitted was erroneous or otherwise untrue, incorrect or incomplete;
 - (ii) that the bank account provided to SweepBank for disbursement purposes as well as the bank account and/ or debit card used for repayment purposes are held in the Customer's own name with a reputable bank established in the European Union. The Customer acknowledges and accepts that in case of change in personal bank account details the Customer may be requested to verify such details in the manner required by SweepBank;
 - (iii) has received the Loan Agreement and the SECCI on a durable medium;
 - (iv) has entered into this Loan Agreement of the Customer's free will and has not concluded the Loan Agreement under threat, duress, or in distress or under strikingly unfavourable conditions with regard to personal and financial circumstances;
 - (vi) is not a Politically Exposed Person. For the purposes of this clause a Politically Exposed Person is a person who is or has been entrusted with prominent public functions, (other than middle ranking or more junior officials), including (a) Heads of State, Heads of Government, Ministers, Deputy or Assistant Ministers, and Parliamentary Secretaries; (b) Members of Parliament or similar legislative bodies; (c) Members of the governing bodies of political parties; (d) Members 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; (e) Members of courts of auditors or of the boards of central banks; (f) Ambassadors, charges d'affaires and high ranking officers in the armed forces; (g) Members of the administrative, management or supervisory boards of State-owned enterprises; (h) Anyone exercising a function equivalent to those set out in paragraphs (a) to (f) within an institution of the European Union or any other international body; family members of persons exercising functions set out in paragraphs (a) to (h) i.e. the spouse, or equivalent of a spouse; the children and their spouses or persons equivalent to spouses and the parents; and/or persons known to be close associates to persons exercising functions set out in paragraphs (a) to (h) i.e. persons who have joint beneficial ownership of a body corporate or other legal arrangement or other close business relations with such persons or a person who has sole beneficial ownership of a body corporate or any other form of legal arrangement that is known to have been established for the benefit of a person exercising functions set out in paragraphs (a) to (h). In case the Customer becomes a politically exposed person, a family member or a close associate of a politically exposed person or in case of other changes to the Customer's personal data, the Customer must inform SweepBank immediately, and in any case within one working day.

- (vii) has not obtained the Loan for the benefit of or on behalf of somebody else. However, if the Customer is obtaining the Loan or otherwise acting on behalf of a third party, the Customer must inform SweepBank immediately. In such case, SweepBank may, at its discretion, refuse to enter into the Loan Agreement, terminate a Loan Agreement or grant the Loan subject to additional, measures with respect to the Customer and his or her principal;
- (viii) has evaluated the need for funds and evaluated his or her capacity to repay the Loan, there are no collection procedures initiated against the Customer, the Customer is not a defendant in a civil case on debt collection as well as is not involved in any case that may affect the Customer's solvency.

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

14. Other Provisions:

- 14.1 SweepBank has the right to choose not to enforce any of the provisions of the Loan Agreement at any time and this is not to be construed as a waiver of any such provision and will not affect the validity of the Loan Agreement or any part thereof or SweepBank's right to enforce any provision in accordance with its terms.
- 14.2 SweepBank warns the Customer that short term borrowing may carry with it certain risks since it is designed to suit liquidity needs over short periods of time and may carry higher interest rates than long term borrowing. Consequently, using short term borrowing over long periods of time and to address long term financial needs may lead to increased financial pressures.
- 14.3 The Loan Agreement shall be provided in English with a Danish translation. The English text shall be legally binding and decisive. The Danish translation is for convenience only and in case of disputes, the English language shall prevail.
- 14.4 In case of any conflict between these Standard Terms and the provisions of the Specific Terms, the provisions of the Specific Terms shall prevail.

Date: 05.11.2021

Appendix 1

Tariff of Fees	
Payment Holiday fee	150 DKK for each payment holiday granted
Rescheduling fee	150 DKK
Reminder Letter fee	100 DKK for each letter
Copy of loan contract	175 DKK