

# Loan Agreement

## FIX20

entered into according to the relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "CC")

Contracting Parties:

### **GLOCIN LIMITED**

based in: Enterprise House, 2 Pass Street, Oldham, OL9 6HZ Manchester, United Kingdom

ID No.: 108 18 518

represented by: Aleš Kohoutek, Director

e-mail: [office@glocin.com](mailto:office@glocin.com)

(hereinafter referred to as the "**Borrower**")

and

Name and surname or company name:

Date of birth or Identification No.:

Residence or registered office:

Contact e-mail:

(hereinafter referred to as the "**Lender**")

(the Borrower and the Lender together hereinafter referred to as the "**Contracting Parties**")

on the day, month and year specified below enter into

**LOAN AGREEMENT** (hereinafter referred to as the "**Agreement**"):

### **I.**

#### **Subject Matter of the Agreement**

1. Pursuant to this Agreement, the Lender undertakes to leave the Loan to the Borrower in TRN Vouchers (hereinafter referred to as TRN) in the total amount of \_\_\_\_\_ TRN (hereinafter referred to as the "**Loan**").
2. The Borrower undertakes to return the Loan to the Lender within 24 months of the effective date of this Agreement together with interest in accordance with Article II hereof.
3. The Loan will be provided to the Borrower in the manner set forth in Article III hereof at the time this Agreement is concluded.

### **II.**

#### **Loan Repayment and Interest**

1. The Contracting Parties agree on interest at the rate of **20%** p.a. from the value of the loan provided by this Agreement, whereby the Lender is entitled to a proportional part (1/365) of the annual interest always upon the expiration of each calendar day of the duration of this

Agreement, with the amount of the interim component of the commission being recorded in the Lender's personal account on the Intranet (hereinafter referred to as “**Interest**”).

2. The interest will be paid to the Lender together with the principal of the Borrower's loan in the TRN to his/her business account on the Intranet.
3. The loan will be paid to the Lender to his/her business account on the Intranet automatically – by transferring the amount from the Borrower's account to the Lender's business account on the first day after the due termination date of the Contract.
4. The Lender has the right to waive the right to the interim payment of interest in favour of the GLOCIN Foundation, if it expresses an interest in this possibility.

### **III.**

#### **Conclusion of the Agreement**

1. The Agreement is concluded on the basis of an order placed by the Lender on the Intranet. The order means the completion of the relevant form, where, among other things, the Lender shall specify the amount of the Loan provided to the Borrower. The amount of the loan is always at least TRN 250 and then in multiples of this amount (i.e. TRN 500, TRN 750, TRN 1,000, etc.).
2. This Agreement is concluded and comes into force and effect when the Lender clicks on the “**Buy**” button at the end of the order form.
3. The conclusion of the Contract is conditioned by a sufficient disposable amount on the Lender's Intranet account, i.e. at least the amount corresponding to the loan amount. If the Lender fails to have the sufficient amount available, he/she will not be able to click on the button with which the Agreement is concluded, and the Lender will be prompted to increase the available balance.
4. Upon the conclusion of the Agreement, the loan amount is automatically transferred from the Lender's business account to the Borrower's business account.
5. This Agreement will not take effect if the transfer of the commission under Paragraph 4 of this Article fails, for example, due to a technical problem.

### **IV.**

#### **Consumer Provisions**

1. The provisions of this Article apply exclusively to the Lender who is a consumer. Thus, if the term “**Consumer**” is used in this Article, it means the Lender who is a consumer.
2. The Borrower hereby informs the Consumer that the regime of this Agreement is subject to the CC regime. This Contract is concluded remotely using the means of distance communication. This type of communication is not associated with any cost of means of distance communication outside the usual costs of internet connection, or outside the Consumer's common costs of communicating over the phone or any other device.
3. By signing this Agreement, the Consumer declares that prior to the conclusion hereof, he/she has been informed about the taxes, fees and other costs associated with the subject matter of performance.
4. The Consumer is entitled to withdraw from this Contract within 14 days following the conclusion, without giving any reason and without any sanction. In such a case, the Borrower shall return to the Consumer any received payment by the same means which the Consumer has used to carry

out the initial transaction, unless the Consumer expressly specifies otherwise. The withdrawal form is provided to the Consumer along with this Agreement.

5. For the purpose of exercising the right of withdrawal, the Consumer is, after entering the personal PIN, required to inform the Borrower's customer support using one of the following options:

- i. at <https://help.glocinservices.com>

- ii. in person or in writing to **8. pěšího pluku 2173, 738 01 Frýdek-Místek, CZ**

in a form of a unilateral legal act (by letter, e-mail). The Consumer is entitled to use a withdrawal form to withdraw from the Agreement, the template of which is available on the Intranet.

6. Furthermore, the Consumer acknowledges that in the case that a consumer dispute arises between the Borrower and the Consumer and the parties fail to resolve the conflict by agreement, the Consumer is entitled to make a proposal for an out-of-court settlement of such a dispute to a designated non-judicial dispute resolution body such as the Czech Trade Inspection, Inspectorate – ADR Unit, Štěpánská 15, 120 00 Praha 2, e-mail: [adr@coi.cz](mailto:adr@coi.cz), website: [adr.coi.cz](http://adr.coi.cz).
7. If a consumer dispute arises between the Borrower and the Consumer, who is a resident of a state other than the Czech Republic, and the Consumer decides not to proceed according to Article 6 (this Paragraph), the Consumer is entitled, in accordance with Art. 18 of Regulation (EU) No 1215/2015 of the European Parliament and of the Council, to bring an action either before the courts of the Czech Republic or before the courts of the place of residence of the Consumer.
8. Borrower's contact details:

**GLOCIN LIMITED**

based at: Enterprise House, 2 Pass Street, Oldham, Manchester, United Kingdom OL9 6HZ, ID No.: 108 18 518

delivery address in the Czech Republic:

GLOCIN LIMITED-Czech branch, 8. pěšího pluku 2173,  
738 01 Frýdek-Místek, Czech Republic

e-mail: [office@glocin.com](mailto:office@glocin.com)

web: <https://www.glocin.com>

**V.**

**Information Obligation in Relation to Personal Data Protection**

1. In connection with the conclusion of this Agreement and pursuant to the Regulation of the European Parliament and Council of the EU No. 2016/679 of 27 April 2016 of the General Regulation on the Protection of Personal Data, the Borrower hereby informs the Lender who is a natural person, that under this Agreement the Borrower handles his/her personal and other data provided to him/her by the Lender in order to fulfil the contractual obligations assumed under this Contract and the Borrower's statutory obligations, such as accounting, filing tax returns, informing his customers, etc.
2. Such data will be processed and stored for the time required to meet the purpose of their processing, i.e. for a period set out by law.
3. The Lender is obliged to provide his/her personal data for the purpose of performance of the Agreement and accounting purposes. The Lender's personal data will then be passed on to third parties, in which case such third parties will meet all technical and organisational prerequisites for keeping confidentiality of the personal data provided.

4. The Lender hereby acknowledges that he/she has the right to request information about which personal data and in which way they are processed, he/she has the right to request a copy of such data, request their update or correction, their restriction or deletion, he/she has the right to object against their processing, and in the case of doubt about compliance with the processing obligation of the personal data, the Lender has the right to contact the Borrower or the Office for Personal Data Protection. The Lender also has the right to ask the Borrower for an explanation of how their data is further processed or to file a complaint with the Office for Personal Data Protection if he/she suspects that his/her personal data are being processed in breach of the Regulation.
5. The provisions of this Article do not apply to a Lender who is a legal person.
6. Starting with its conclusion, this Agreement is archived by the Borrower, even after its discharge. The Agreement is archived in the form in which it was concluded, i.e. In electronic form through the Intranet. Only the Borrower, or the Borrower's representative responsible for archiving, if any, has access to the archived contracts. They are not entitled to make agreements available to third parties, except for any statutory obligation of such disclosure.

## **VI. AML**

1. The Lender is obliged to submit to identification and due diligence within the meaning of Act No. 253/2008 Coll., on Selected Measures Against Legitimation of Proceeds of Crime and Financing of Terrorism (hereinafter referred to as the “**AML Act**”) while the Borrower hereby declares that he/she is an obliged entity in accordance with the AML Act, and he/she is as the obliged entity obliged to carry out identification and due diligence of the Lender.
2. This identification and due diligence of the Lender will be performed by the Borrower's customer support before the Borrower has established a business relationship with the Lender pursuant to the AML Act.
3. The identification and due diligence of the Lender according to the AML Act may also be ensured through the mediated identification provided by CzechPoint within the Czech Republic.

## **VII. Final Provisions**

1. This Agreement is concluded for a definite period of time, that is **24 months**.
2. The Lender further agrees to duly discharge his/her tax obligations under the tax rules of the jurisdiction where he/she is a tax resident.
3. The Lender represents and warrants to the Borrower that the funds from which the loan is granted do not come from criminal activity.
4. This Agreement, as well as the legal relations between the Contracting Parties arising from this Agreement and not expressly regulated by its text, shall be governed by the laws of the Czech Republic, excluding conflicting rules. Any disputes between the Contracting Parties relating to this Agreement (including disputes concerning its validity) will be decided by the courts of the Czech Republic. This provision will not affect the provisions of Article IV. Consumer Provisions, or any other provisions relating to consumer protection.

5. This Agreement may be amended and supplemented only by written amendments, which shall be expressly identified as the amendment of the Agreement and agreed upon by both the Contracting Parties.
6. For the purposes of this Agreement, e-mail (however, only the above-mentioned e-mail addresses of the Contracting Parties) is considered to be a written form and requires no advanced electronic signature.
7. Any unenforceability or invalidity of any article, paragraph or provision of this Agreement shall not affect the enforceability or validity of other provisions hereof. Should any such article, paragraph or provision for any reason be invalidated (for example, by reason of a conflict with applicable laws and other statutory provisions), the Contracting Parties agree to consult and agree on a legally acceptable way of implementing the intentions contained in this part of the Agreement that has become invalid.
8. The Contracting Parties declare that this Agreement is the manifestation of their true, free and unmistakable intent. The Contracting Parties consider this Agreement to be in accordance with good manners and consistently declare that this Agreement has not been concluded in distress or with noticeably unilaterally unfavourable conditions.
9. The Contracting Parties declare that they have carefully consulted the contents of this Agreement, they understand it, agree with all its parts and are aware of all rights and obligations arising from it.
10. This Agreement is concluded in electronic form. The text of this Agreement can be downloaded and then archived and printed as needed.

