

On the first part, the Lender

| | |
|--------------------------|--|
| Name | Vivus Finance, S.A.U. |
| Registered office | Calle Genova, 27 2ª planta 28004 Madrid |
| Mercantile Register Data | Registered in the Mercantile Office of Madrid, Volume 30.268, Sheet 46, Section 8, Page M-544749, Registration 1 |
| Telephone for claims | 900811350 |
| Bank account | 0049 6077 41 2616094126 |
| E - Mail | info.pos@zaplo.es |
| Website | pos.zaplo.es |

On the second part, the Borrower

| | |
|--|---|
| Name | Free text |
| Surname | Free text |
| Second Surname | Free text |
| D.N.I./NIE/ | Free text |
| Date of birth | DD/MM/YYYY |
| Email | xxxx@xxxx.xx(x) |
| Mobile | (6xx xxx xxx or 7yx xxx xxx) |
| Address of permanent residence in Spain: | Street, Number, Flat, Letter, Postal code, City, Province |

Solvency information about the Borrower

| | |
|--------------------------|-----------|
| Monthly income after tax | Free text |
| Monthly credit payments | Free text |

Sign the following Consumer Loan Agreement without coercion, fraud or any deceit:

Economic terms of the Consumer Loan Agreement

| | |
|---------------------------|---------------------------------------|
| Total amount of the loan | Xxx |
| T.A.E. | xxx |
| Delay Fee | EUR 30 per each defaulted installment |
| Total monthly installment | Xxx |
| Due Date | Xxx |
| Number of installments | Xxx |
| Contractual period | Xxx |
| Interest amount | Xxx |

| | |
|-----------------------------------|----------------|
| Clinic indicated by the Borrower: | Company name |
| | Company number |
| | Address |
| | Contact e-mail |

For the contracting of this consumer loan agreement, the company [redacted] has participated as a intermediary in the conclusion of the consumer loan with VAT nº [redacted] and registered office in street [redacted]

The applicant acknowledges that this loan application forms an integral part of the terms and conditions of the loan requested, which is completed with the General Conditions of Contract included in the Annex and the Particular Conditions that will receive from VIVUS FINANCE, S.A.U. in case this entity decides to grant the loan.

The applicant declares that it has received, free of charge, in good time before any obligation under a contract or loan offer has been accepted, the European standard information on consumer credit referred to in Article 10 of Law 16 / 2011, of June 24, of consumer credit agreements, which is incorporated as an Annex to the General Conditions of Contract.

☐ Before entering this agreement the Client has provided his explicit consent on processing his personal data for the purposes of evaluation of Client's creditworthiness.

☐ By entering this Agreement the Client authorized the preservation and processing of his personal data for a maximum period of two years from the end of the Loan Agreement in order to evaluate the Client's profile to grant him a new loan.

☐ By entering this Agreement the Client authorized Vivus Finance S.A.U. ("Vivus"), Vivus group companies (meaning 4finance Group S.A. registered in Luxembourg and its subsidiaries) and Vivus partners to send you news and marketing offers about their products and services by email, SMS and phone. You also authorize Vivus Finance S.A.U. ("Vivus") to share with Vivus group companies and partners your personal data that is necessary to prepare and send you such offers (e.g. name, email, SMS, address and phone number) in accordance with the Privacy Policy (<https://www.zaplo.es/politica-privacidad>) included in the web www.zaplo.es (<https://www.zaplo.es/politica-privacidad>). You will be able to opt out from receiving news and marketing offers at any time by sending us a written document including a copy of your ID card to Vivus Finance, S.A.U., in street Calle Genova, 27 2ª planta 28004 Madrid.

**Include copy of the ID Card (front and back part)

Seal/Signature of the agent and date

Signature of the Client and date

In accordance with the Consumer Loan Agreement N° _____ signed between the Borrower and the Lender the ____ (date) _____, the amount of the consumer loan granted is of _____ euros following the next Payment Schedule:

Monthly Payment € ____
APR ____%
Interest ____%
Loan amount € ____

| Repayment Schedule | | | | |
|--------------------|--------------|-----------------|------------------|-----------|
| Nº | Payment date | Monthly Payment | Interest expense | Principle |
| 1 | | € | € | € |
| 2 | | € | € | € |
| 3 | | € | € | € |
| | | € | € | € |

The Payment Schedule indicated previously is part of the Consumer Loan Agreement. The total of the monthly fee will be subject to the amount of the loan and the interest rate. The payment amounts indicated will be done in the dates described in the previous chart.

| YOUR MEANS OF PAYMENT: | |
|------------------------|--|
| SEPA Direct Debit: | The amount will be collected automatically according to Payment Schedule |
| BANK: | Xxx |
| SWIFT BIC: | Xxx |
| IBAN: | Xxx |

SEPA Direct Debit Mandate:
By signing this Agreement, you authorise: A) Vivus Finance, S.A.U. to send instructions to your bank and debit your account, and B) your bank to debit your account in accordance with the instructions from Vivus Finance, S.A.U. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

VIVUS FINANCE, S.A.U.

Telephone: 910606616

info.pos@zaplo.es

Signature of the Client and date

1. Definitions.

In this General Terms and Conditions of the Consumer Loan Agreement, the following terms shall have the meaning attributed to them below:

1.1. **Consumer Loan Agreement:** Agreement for providing the Loan by the Lender to the Borrower for the amount set forth in the Specific Terms and Conditions, which shall be paid to the Clinic on behalf of and following instructions of the Borrower and will be governed by the present General Terms and Conditions, by which the Lender grants a personal loan to the Borrower and this one must return the total value of the loan in terms indicated in the Specific Terms. The Loan will be governed by the General Terms and the Specific Terms, by the Law 22/2007, of 11 June, on remote marketing of financial services aimed at consumers, the Law 16/2011, of 24 June, of Consumer Credit Contracts, the Law 34/2002, of 11 July, of Information Services to Society and Electronic Commerce, Legislative Royal Decree 1/2007, of 16 November, through which the Revised Text of the General Law for the Protection of Consumers and Users is approved, and other complementary laws, as well as other general regulations which apply. For the contracting of the consumer loan agreement, the company [REDACTED] has participated as a Intermediary in the conclusion of the Consumer Loan with VAT nº [REDACTED] and registered office in [REDACTED]

1.2. **Lender or Zaplo:** the company Vivus Finance, S.A.U., a company of Spanish nationality, with registered address at Calle Genova, 27 2ª planta 28004 Madrid and Tax Identification Number (N.I.F.) A86521309, incorporated in official act of 19 June 2012 granted before the Notary of Vigo, Mr. José María Rueda Pérez with the nº 999 of his protocol, included in the Companies Register of Madrid, in volume 30,268, book 46, section 8, sheet M-544.749, Record 1.

1.3. **Lender's Account:** Lender's bank account or account in other payment system, which is indicated in the Specific Terms and/or on the Website;

1.4. **Loan Applicant:** the individual, over 21 years of age and under 70 years of age, with permanent residence in Spain, who makes a Loan Application.

1.5. **Loan Application:** the declaration of intention carried out by the Borrower through the Remote Service, to request a Loan in accordance with these General Terms and the corresponding Specific Terms as defined below.

1.6. **Borrower or Principal:** the Loan Applicant once the Lender has accepted their Loan Application.

1.7. **Loan Decision:** the final decision on the granting or refusal of the Loan by the Lender.

1.8. **Clinic:** A legal person properly registered in the Kingdom of Spain, to which the Lender shall transfer the Loan in accordance to authorization given by the Borrower to the Lender with this Consumer Loan Agreement. The Clinic is not considered a Party to this Consumer Loan Agreement.

1.9. **Party:** the Loan Applicant, the Lender or the Borrower, individually each of them a Party and, together, the Parties. Clinic shall not be considered a Party to this Credit Agreement.

1.10. **Remote Service:** communication techniques, through telematic networks, provided by the Lender or any intermediary of the Lender so that the Borrower may carry out the Loan Application and the Loan Decision. For the purposes of remote signing of an agreement, the agreement will be considered signed via the Website, Website Plugins, in the establishments open to the public of the Credit Intermediaries or any other means that the Lender makes available to the Loan Applicant.

1.11. **Website:** the website of the Lender (pos.zaplo.es).

1.12. **Website Plugins:** programming modules controlled and operated by the Lender or if applicable by the Intermediary of consumer loan, which are located on web pages other than the Website.

1.13. **Business Day:** the day (other than Saturday and Sunday) considered a working day in accordance with the labour calendar approved by the government of the Madrid Autonomous Region.

1.14. **Personal Data:** any information concerning the Loan Applicant or Borrower, which identifies them or can identify them.

1.15. **File:** all organized set of Personal Data, whatever the form or means of its creation, storage, organization and access.

1.16. **Processing of Personal Data:** the technical operations and procedures, of an automated nature or not, which allow for the gathering, recording, conservation, elaboration, modification, blocking and deletion, as well as the transfer of Personal Data necessary for the management of the Loan and the complementary services offered by the Lender.

1.17. **Consent of the Loan Applicant:** the demonstration of will, free, unequivocal, specific and informed, through which the Loan Applicant or Borrower consents the Processing of Personal Data by the Lender.

1.18. **Standardised Form:** the standardised format described in Articles 10 and 12 of Law 16/2011, of 24 June, of Consumer Credit Contracts, applicable to and mandatory for all Loans of an amount above 200 euros.

1.19. **General Terms:** these general terms and conditions of the Consumer Loan Agreement.

1.20. **Specific Terms:** the specific conditions of the Consumer Loan Agreement, which will be made available to the Loan Applicant immediately following the Loan Application when the Loan Decision of granting the Loan is made.

1.21. **Payment Card:** will be considered as bank card both credit card and debit card, issued by bank, credit company or other authorized establishment, provided by the Applicant in the Loan application process.

1.22. **Intermediary of the Consumer Loan:** shall be considered the entity [REDACTED] with VAT nº [REDACTED] and registered office in street [REDACTED].

2. Application and availability of the General Terms and Conditions and the Specific Conditions. The General Terms and the Specific Terms are applicable to the Parties in relation to the Loan. The issuing of the Loan Application entails for the Borrower the complete Consumer Loan Agreement, without any reservation, to the General Terms and the Specific Terms, and all this subject to the Loan Decision.

The General Terms, the Specific Terms and the information outlined in Articles 7 and 8 of Law 22/2007, of 11 July, of Remote Marketing Financial Services Aimed at Consumers, as well as that outlined in Articles 10 and 12 of Law 16/2011, of 24 June, of Consumer Credit Contracts, as applicable, in the Standardized Form, shall be made available to the Borrower sufficiently in advance and, in any case, prior to the Loan Application. The Standardized Form, together with the mandatory information pursuant to Articles 10 and 12 of Law 16/2011, of 24 June, will be applicable to the contractual relationship corresponding to any Loan for an amount above 200 euros. The Standardized Form is attached as an Appendix, forming an integral part of these General Terms.

The General Terms are entirely at the disposal of the Loan Applicant on the Website and they shall be sent to the Borrower together with the Specific Terms immediately after the receipt of the Loan Application by email to the address which appears in the Loan Application.

The Lender recognizes the Loan Applicant's right, when they request it, to obtain these General Terms in paper format.

The Lender hereby expressly advises the Borrower that the Clauses of this Consumer Loan Agreement which do not include financial terms and conditions, or which are not regulated by any general or specific conditions applicable on a mandatory basis to both parties, or which have not been specifically negotiated, shall be deemed general contractual terms and conditions, and the Borrower shall expressly accept the same and their inclusion in the Consumer Loan Agreement in accordance with Law 7/1998, of 3 April.

3. Subject. The aim of the present General Terms is to regulate the Consumer Loan. Subject to the positive Loan Decision, the Lender shall grant to the Borrower the Consumer Loan, for the amount set forth in the Specific Terms, which shall be deemed perfected upon disbursement of the principal of the Loan by the Lender to the Clinic.

The Lender is not aware and shall not be aware of Loan utilisation purposes and shall merely transfer the Loan amount to the Clinic appointed by the Borrower within the Specific Terms.

By accepting these General Terms the Borrower irrevocably authorises the Lender to transfer the Loan to the Clinic, the Loan shall be considered duly received by the Borrower when the said Clinic receives the Loan. While taking the Loan Decision, the Lender may reject to transfer the Loan to the Clinic, indicated by the Loan Applicant. In this case, it will be considered that there has not been any Loan Decision and, therefore, that the Loan has not been finalized. The Lender shall inform the Borrower about its negative decision.

The date of disbursement of the principal on the Loan shall be the date of effect of this Consumer Loan Agreement, which shall serve together with the receipt issued as a full quittance and release for the payment of the sum delivered to the Clinic.

4. Remote signing of Consumer Loan Agreement. The Consumer Loan Agreement shall be signed remotely, leaving evidence of the offer and acceptance and, therefore, of the completion of the contract by means of any instrument that allows the Loan Applicant to store the information that is provided to them, in order for them to be able to recover it easily for an adequate period of time for the purposes for which the information is intended and which allows for the reproduction without changes of the stored information.

5. Loan Application. The Loan Applicant shall make a Loan Application to the Lender through the Remote Service, providing the following information:

- Name and Surname
- Date of Birth
- Copy of the ID Number scanned (D.N.I./N.I.E.)
- Home address/Permanent address in Spain
- Amount of the Loan
- Duration
- Current Account
- Email
- Mobile
- Telephone Number
- Number of children
- Type of home
- Occupation
- Name of the Company where the Borrower Works
- Purpose of the Loan
- Monthly net income
- Monthly costs of other loans
- Information about the Payment Card

In order to make a Loan Application, the Loan Applicant will have to register using the Website Plugin, and must accept the General Terms and Specific Terms that are available to the Loan Applicant by explicit actions on the Website Plugin.

The Loan Application entails the signing of the contract, all of which is subject to the positive Loan Decision that the Lender should issue and communicate to the Borrower by email and/or SMS.

The positive Loan Decision shall be subject to the existence of the following circumstances of the Borrower:

Signature of the Client and date

- That the Borrower does not have outstanding payments or debts with third parties that may hinder the payment of the Loan, including outstanding payments that are recorded in any register of information on financial solvency and creditworthiness.
- That the Borrower is not involved in legal or judicial proceedings that may affect their level of financial solvency and creditworthiness.
- That all the information and documentation provided to the Lender is correct, truthful and up to date.

In the event that the communication of the Loan Decision is not sent in accordance with these General Terms, is sent after the deadline or there is a prior rejection by the Loan Applicant; it will be considered that there has not been any Loan Decision and, therefore, that the Loan has not been finalized.

The Lender reserves the right to demand from the Loan Applicant the documentation relating to their identification and solvency that it considers necessary.

6. Repayment. The Borrower shall repay the amount of the Loan and any other payments under the Consumer Loan Agreement in euros by charges made to the Payment Cards for which purpose the Borrower hereby irrevocably authorizes the Lender to charge loan instalments and fees as per the Consumer Loan Agreement automatically in euros to the Payment Card. The Borrower agrees, that in case there is not enough money on the Payment Card on the due date, the Lender may not partially charge loan instalments and fees due on a particular date. The Borrower understands that in case the Lender will not be able to charge the due amount from the Payment Card, it will be considered as Borrower's default on making current payment.

Notwithstanding the foregoing, the Applicant/Borrower may modify the loan repayment method by calling the Customer Services Office referred to in clause 12 of the Consumer Loan Agreement.

The payment service by the Payment Card will be processed by the legal entity of payments called Mobile Global Payments S.L. (MYMOID). The Lender will not capture nor store the information about the Payment Card, it has a supplier of payment before mentioned, MYMOID, with the regulation on [Payment Card Industry Data Security Standard](#) (PCI DSS) for the capture and storage of the mentioned information in accordance with security regulation in force.

The Borrower irrevocably authorizes the Lender to make the necessary repeated charges on the Payment Card until the amount of the fees and the loan installment/s due have been paid.

The Borrower's payment obligations under the Consumer Loan Agreement shall be considered settled from the moment when all the due amounts under the Consumer Loan Agreement have been received in the Lender's account.

The Borrower, or a Clinic solely according to Borrower's instruction, may voluntarily prepay the loan granted, in whole or in part, before maturity of the same under the General Terms. The Parties hereby agree that in case payment, made by the Borrower to the Lender, including charges from the Payment Cards, is, in any way, cancelled, rejected or otherwise not accepted; such payment will be deemed and/or considered as if it was never made.

The payments made by the Borrower will be deducted by the Lender in the following order: first to the accrued interest, second to the principal of the loan, third to the penalties and commissions.

In case of any payment exceeding the repayable amount such overpaid amount will be allocated to the subsequent payments of the Loan instalments unless written notification of prepayment from the Borrower is received. In case there are no outstanding liabilities towards the Lender, the overpaid amounts shall be returned to the Borrower upon his/her written application submitted to the Lender. In order to return the overpayment, the Borrower shall send to the Lender a letter to that effect, including the Borrower's full name and ID Card/Foreign Resident's ID number, containing a request to return overpayment, the amount of overpayment to be returned, bank account details of the Borrower, the place and date of the letter, and the signature of the Borrower.

The nature of the Loan is personal financial loan, therefore any disputes between the Clinic and the Borrower shall not be considered as sufficient grounds for non-fulfilment or improper fulfilment of Borrower's liabilities towards the Lender.

7. Interest accrual. The interest will accrue indicated in the Special Terms. The calculation of the total amount of accrued interest on each monthly instalment will be carried out in accordance with the formula specified in the Standard European Consumer Credit Information attached as Annex 1 to the present General Terms.

8. Approval of the application. The Lender shall not be obliged to approve Loan Application until the same and all of the documentation provided by the Borrower has been duly examined.

If the Loan Application is approved, this document shall become a contractual document establishing the legal framework governing relations between the Lender and the Borrower, subject to the terms and conditions set forth herein, and becomes part of the Consumer Loan Agreement.

9. Information clause. The Annual Percentage Rate (APR) means the total cost of the loan expressed as an annual percentage of the principal granted, calculated applying the formula established in section I of the Annex to the Consumer Lending Act (Law 12/2011, of 24 June) and taking into consideration: (i) all costs, fees and interest charges known to the Lender and payable by the Borrower upon the formalization of the Loan based on the terms of payment selected by the Borrower; (ii) the assumption that the Loan will run to term; and (iii) the assumption that all payment obligations will be performed, so that no penalties or indemnifications are included, or the cost of Insurance, which may be contracted optionally.

10. Notices. The Borrower hereby expressly accepts that all communications, notices and

documentation which the Lender may or must send in accordance with this Consumer Loan Agreement or applicable legislation shall be sent to the Borrower's email address, to the Borrower's contact telephone or, finally by post to the Borrower's address. The Borrower undertakes to notify any change in the address, email address, or telephone number and associated account initially provided to the Lender, and only the last such particulars furnished shall be valid. Likewise, the Borrower shall notify the Lender of any change in his/her personal and/or economic and/or financial situation.

Insofar as the Borrower may issue instructions to the Lender by telephone or online utilizing the personal identification number provided, said PIN may take the place of the Borrower's signature with the same legal effect. In order to support the instructions received and allow their use as evidence in or out of court, the Borrower hereby consents to the application of appropriate measures in the case of any communication with the Lender by telephone or electronic means to record telephone conversations and to store the pertinent magnetic support or data.

11. Assignment. The Borrower accepts that the Lender may assign the loan and the rights and obligations arising under this Consumer Loan Agreement to third parties or to any other entity legally qualified to act in the capacity of assignee.

Assignment shall not under any circumstances limit the rights of the Borrower or increase obligations without his/her express consent.

The Borrower shall not under any circumstances assign its contractual position without the Lender's express consent.

12. Personal data protection. The Personal Data provided by the Borrower to the Lender or generated in connection with the application and contracting of any product or service, as well as the Borrower's commercial interactions with the Lender shall be included in the Files kept by Zaplo, which shall process said data for the purposes of formalization, maintenance, development and control of contractual or pre-contractual relations (including evaluation, assessment and tracking of the credit risk inherent in the transaction, where applicable, using scoring and expert analysis techniques), and performance of the legal obligations incumbent upon the Lender.

The Lender may also consult and process any economic and financial data pertaining to the principal which may be held in other group companies for the same purposes, and the Borrower hereby authorizes the pertinent transfers.

With the Consent of the Loan Applicant, regardless of the Loan Decision, the Borrower declares to be informed, consents and expressly authorizes the Lender:

(a) To request information relating to its credit background and positions of risk with lending entities from companies which provide information services on financial solvency and creditworthiness (in particular, Equifax Asnef and Experian Bureau de Crédito, S.A. for the analysis and, if applicable, concession, monitoring and checking of the financing requested, as well as to meet the legal obligations.

(b) Additionally, with the same purpose and also to prevent fraud, money laundering and other crimes, the Borrower authorizes the Lender to check directly or through, organizations providing verification services, ownership of the Payment Card provided by the Borrower and also authorizes the Lender so that the Lender or a verification entity can submit your information to the relevant entities and the bank can inform the Lender or the verification entity if the data provided by the Borrower to the Lender matches those provided by the Borrower to that entity.

(c) The Borrower is informed that, in the event of failing to pay in the term foreseen for payment, and having met the necessary legal requirements, the personal data that has been provided to the Lender in the terms foreseen in these General Terms may be communicated to the Credit Bureaux (specially, to the Credit Service of Asnef Equifax, with address at C/ Albasanz, 16, 28037 Madrid and to the Badexcug File, property of Experian Bureau de Crédito, S.A. with address at c/ Príncipe de Vergara, 132, 1ª Planta, 28002, Madrid) all of this within the limits allowed by the applicable personal data protection regulations.

(c) By accepting these General Terms, for treating their personal data provided to the Lender in the terms foreseen in these General Terms, for the carrying out of commercial activities consisting of the sending of commercial, publicity and promotional communications about products and/or services marketed by the Lender through any means, whether traditional through the sending of postal mail, or the sending of emails and/or messages through any electronic communication system, which includes, among others, the sending of SMS and MMS. These commercial communications may include information on products and/or services marketed by the Lender such as special promotions that contain customer fidelity programmes like, for example, programmes that include (i) financial services; (ii) general loan services; and (iii) surveys for the improvement of the Lender's service. In any case, the Borrower may object at any time to the sending of these commercial communications by sending an email to info.pos@zaplo.es, attaching a photocopy of their national identity document or equivalent supporting document.

(d) To transfer the personal data outside the territory of Spain and European Economic Area, including without limitation the transfer of data to United States.

The Borrower hereby authorizes the Lender to seek third-party confirmation of any data furnished and/or requested in the course of the contracting process, including, *inter alia*, by the direct debits bank and the entity indicated in the Loan Application as the employer, and the Borrower expressly authorizes the parties responsible for such data files to provide the Lender with such confirmation or to update the data.

The Borrower likewise authorizes the Lender to store all Loan Application data, whether refused or accepted, in order to utilize the data to process future applications for a period of up to five years so as to avoid the duplication of formalities.

In compliance with the pertinent legal obligations, the Principal's data and transactions may be disclosed to the authorities or official bodies of other countries, whether within or outside

Signature of the Client and date

the European Union, within the framework of the fight against terrorism and other serious forms of organized crime and the prevention of money laundering.

The Lender may communicate the Borrower's data to third parties identified in the Consumer Loan Agreement for the provision of services to the Borrower (e.g. insurance companies designated in the Agreement for the purposes of processing, management and recording of insurance operation to which the Borrower is party), and such concerns may likewise transfer data pertaining to the Borrower to the Lender for the purposes described herein.

The Borrower accepts that the Lender may assign balances receivable from the Principal and/or engage third-party firms or professionals to manage or collect the same, and therefore the Borrower accepts that the Lender may transfer data for that purpose.

Unless otherwise indicated, all of the data requested by the Lender are necessary and refusal to provide the same shall prevent processing of the transaction. The Borrower represents that the data provided are true and exact and undertakes immediately to notify any alteration or change in the same in order to keep the data permanently up to date.

Unless otherwise indicated by ticking the box contained in Website Plugin or the web of the Lender's intermediary if applicable, the Borrower consents to the processing of his/her data by the Lender, even after the conclusion of relations with the same, for the purposes of commercial profile analysis and mailing of commercial communications concerning financial sector products and services (including banking, investment, insurance and property services). This information be sent by electronic media, such as email and SMS.

The Borrower consents to the communication of his/her personal data to any entities of the Lender's group and to any other Spanish entity affiliated to the Lender for the same marketing purposes as mentioned above in connection with the mailing of commercial communications by the Lender.

Additionally, the Borrower authorizes transfer of your data to third-party entities operating in the areas of baby and childcare products, food, education and training, publishing, finance and credit, insurance, home products, hardware, health and pharmaceutical products, leisure, consumer goods, automotive products, personal care, IT, electronics, telecommunications, water, energy and transport, tourism, travel, real estate, toys, clothing, NGOs and products/services for animals and pets, allowing them to carry out surveys and send proposals (by post, email, SMS, MMS, telephone and internet) for online sales, as well as advertising, promotions and free samples of services and/or products (processing for the purposes of advertising and commercial prospecting).

The Borrower may exercise the rights of access, rectification, cancellation and objection to processing in accordance with prevailing legislation, by letter containing proof of identity sent to the following address: Calle Genova, 27 2ª planta 28004 Madrid, or by email to info.pos@zaplo.es.

This clause shall also apply to the Borrower's guarantors and/or sureties.

The Borrower has been informed by the Lender that prevailing legislation on the prevention of money laundering obliges it to seek and verify information concerning the economic activity of its clients.

13. Customer Service Office. The Lender has established a Customer Service Office, to which any claims related with the legally recognized interests and rights of the Borrower may be addressed by letter at Calle Genova, 27 2ª planta 28004 Madrid, by email at info.pos@zaplo.es or by telephone on 910606616.

14. Right to Withdraw. The Borrower may unilaterally withdraw from this Consumer Loan Agreement without any obligation to give grounds within fourteen (14) calendar days of signing this Consumer Loan Agreement.

The Borrower shall not be liable to pay any costs to Zaplo in the event of such withdrawal.

In order to withdraw from loan, the Borrower shall send Zaplo a letter to that effect, including the Borrower's full name and ID Card/Foreign Resident's ID number, notice of the decision to withdraw from the loan, the accelerated repayment schedule for the loan, the reference number of the existing loan, the place and date of the application, and the signature of the Borrower. The Borrower shall be understood to have withdrawn from the transaction, if he/she sends due notice of withdrawal to Borrower's address before the end of the cooling-off period.

Should the Borrower opt to withdraw from the transaction, the Borrower shall be required to repay the amount of the loan including principal and interest accrued till the date of payment at the latest by the first of the following dates: a) the loan repayment date, or b) thirty (30) calendar days from the date of withdrawal.

15. Associated contracts. In addition to exercising its rights against the provider of the goods or services purchased, the Borrower may exercise the same rights against the Lender, if: (i) the goods or services referred to in the Consumer Loan Agreement has not been delivered, whether in whole or in part, in accordance with the terms of the Consumer Loan Agreement, or (ii) the Borrower has made any claim against the provider, whether in or out of court by any legally accredited means, and has not received the satisfaction to which he/she is

entitled.

16. Events of default. This Consumer Loan Agreement may be terminated in the event of non-performance by the Borrower of any essential obligation assumed hereunder upon maturity of said obligation, including in particular non-payment of any one of the instalments or financial obligations, and/or upon the death of the Borrower.

17. Arrears. In cases where the Borrower does not pay the loan or monthly fees of the loan within the stipulated period, the loan will be managed by the Lender Collections Department. The Lender will notify the Borrower via email, SMS and postal address, as well as by making calls to the telephone number that the Borrower has made available to the Lender at the time of contracting the Loan or through any others deemed appropriate to the proper management of the collection.

The Lender may send to the Borrower a notice requiring the payment by debit. The Borrower shall pay the costs of each notice of demand for payment, once the period of 30 days have passed counted from the date where the Borrower must have paid the monthly instalment. Once the period of 30 days have passed counted from the date where the Borrower must have paid the monthly fee, the Lender will have the right to claim judicially, the payment of the amounts not paid by the Borrower. The cost of the litigation shall be paid by the Borrower.

Before issuing any demand for payment of the debt, the Lender may report the debtor's data to solvency and credit databases, in accordance with data protection legislation.

18. Prepayment. The Principal may voluntarily prepay all or part of the loan at any time during the term of the loan.

The Borrower shall notify the Lender in advance of the amount of the voluntary prepayment and the date of payment if in the term of 30 days counted from the due date of the debt acquired and the Borrower has not satisfied the debt.

19. Fees and expenses.

- **Late payment fee:** In case of late payments the Lender may claim a one-time late payment fee in the amount of 30 EUR per each defaulted payment.

- **Total prepayment fee:**

The total prepayment of the amount owed will carry a commission for the Borrower equivalent to the 0,5% on the total amount that is pending to pay.

- **Overdue debts claims fee:** The Lender can charge the cost incurred of collection once the loan is not paid in the due date once it has passed 30 days counted from the due date without receiving payment of the Borrower

- **Postage expenses:** The cost shall be payable at the prevailing rates made available to the Principal and will be applicable once it has passed 30 days counted from the due date without receiving payment of the Borrower.

The Borrower may incur additional costs related with the performance of the Consumer Loan Agreement, such as expenses incurred in services provided by third parties, such as wire transfers and text messages, the cost of which is beyond the Lender's control, as well as additional costs and penalties, and/or he/she shall be liable to pay certain indemnities in the event of non-performance. All taxes and expenses, as well as any other charges which may arise either now or in the future in connection with this Consumer Loan Agreement, shall be payable by the Borrower, including where applicable the fees and charges of any notaries engaged to formalize the Consumer Loan Agreement in a public instrument.

20. Legal action. The Lender may take action of all kinds, including legal action, against the Principal to claim any amounts owing under this Consumer Loan Agreement. The Lender shall present the settlement made to determine the debt resulting from its books of account, performing such settlement in conformity with the terms agreed in this Consumer Loan Agreement, and issuing a certificate stating the balance payable at the date of the settlement.

21. Limitation of liability. The Lender shall not be held liable during the term of the Loan for any damages occasioned by any interruption in the functioning of postal, fax, electronic or any other communication services, or caused by other technical devices underpinning the Lender's services, including without limitation interruptions in the functioning of means of communication, delays affecting email messages or the total or partial loss of the same, delivery of false or erroneous messages due to interference in the functioning of the Website or Website Plugin or to interference in the functioning of electronic data exchange systems and bank payment systems (including online banking systems).

22. Applicable Law and Jurisdiction. The Consumer Loan Agreement regulated by the present General Terms and by the Specific Terms will be governed by the Spanish Law. The parties are subject, at their choice, for the resolution of conflicts and renouncing any other jurisdiction, to the courts and tribunals of the home of the Borrower. Furthermore, as an entity adhered to CONFIANZA ONLINE and in the terms of its Ethical Code, in the event of controversy relating to contracting and publicity online, data protection, protection of minors and accessibility, the Borrower may resort to CONFIANZA ONLINE's extra-judicial system for the resolution of controversies (www.confianzaonline.es).

Signature of the Client and date

STANDARD EUROPEAN CONSUMER CREDIT INFORMATION

1. Identity and contact details of the Lender

| | |
|-------------------------|--|
| Legal Entity | VIVUS FINANCE, S.A.U. |
| VAT number | A-86521309 |
| Address | Calle Genova, 27 2ª planta 28004 Madrid. |
| Telephone Customer Care | 910606616 |
| Telephone for Claims | 900811350 |
| Email | info.pos@zaplo.es |
| Fax number | 914353383 |
| Website | pos.zaplo.es |

2. Identity of the Financial Intermediary

| | |
|------------------------------------|--|
| Name of the Financial Intermediary | |
| VAT number | |
| Address | |
| Email | |
| Website | |

3. Description of the principal characteristics of the Credit product

| | | |
|--|--|--|
| Type of credit | Personal Consumer Loan | |
| Total amount of the credit | <div><div></div> €</div> <p>The maximum amount or the sum of all amounts made available to the Borrower under the Consumer Loan Agreement</p> <p>Financing operations may be granted in accordance with the terms of the loan application, analysis of creditworthiness and credit history of the Borrower and the terms of the Consumer Loan Agreement.</p> | |
| Conditions governing the provision of funds | <p>The Borrower submits a loan application to the Lender, where you must provide your personal identification number (DNI, NIE, NIF), evidence of incomes and any other information that would have required by the Lender.</p> <p>The Lender will analyze, at the same time, the application and will verify the information provided by the Borrower and perform a procedure for evaluating the creditworthiness of it.</p> <p>In the process of loan application, the Borrower will accept the General Terms governing the Consumer Loan Agreement through the Website Plugin, or by others mechanisms included in the future. If you accept the request, the Lender will proceed to pay the loan amount.</p> | |
| Term of the Consumer Loan Agreement | <div><div></div> months</div> counted from the payment of the principal. The terms will be renewed in accordance with the General Terms of the Consumer Loan Agreement. | |
| The terms and the order by which the payments will be performed by installments | The Lender can terminate the Consumer Loan Agreement with immediate effect if: | |
| | (a) the information provided by the Borrower is not true or cannot be verified by the Lender; | |
| | (b) the Borrower commits a breach of any of the conditions of the Consumer Loan Agreement; | |
| | (c) the Borrower does not pay the loan in the terms agreed; or | |
| | (d) the Borrower is declared in state of insolvency. | |
| | Amount of the monthly instalment payments: | <div><div></div> €-monthly</div> instalment amount Indicated in the Specific terms of the loan. |
| | *Amount of interests: | <div><div></div> €</div> Indicated in the Specific terms of the loan. |
| | <i>*Amounts calculated according to initial interest rate and loan term, both at the contract date. French amortization system, monthly amortization period</i> | |
| | The principal of the loan will be paid in full, together with the interests indicated in the General Terms of the Loan Agreement, before the end of the last day of the term of the Consumer Loan Agreement. | |
| The Borrower can make the payments by credit card or debit card indicated by the Borrower for which the Borrower authorizes by the acceptance of the contract via the Website Plugin, the Lender to charge payment / repayment of the outstanding amount of loan, interest and other payments indicated in the Consumer Loan Agreement in euros from the | | |

Signature of the Client and date

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| | <p>credit card or debit card indicated by the Borrower at the time of the application for a loan.</p> <p>The payments that the Borrower must satisfy in accordance with the agreement shall be deemed made once registered the transfer or the payment with card in the bank account of the Lender.</p> |
| <p>Total amount to pay</p> <p><i>The amount of the loan granted plus the interests and the possible costs related with your credit.</i></p> | <p>€</p> <p>The total amount that will have to pay the Borrower will depend on the total amount of loan granted, that is the result of the amount of borrowed capital plus the interests, fees and any costs related to your credit.</p> <p>As an example, for a loan of [...] euros to [...] months, the interests will be [...] euros, which is equivalent to a TAE of [...] % and a TIN of [...] %</p> <p>Please note that the Borrower may incur in additional costs regarding to comply with the Consumer Loan Agreement, as indicated in the section third of this document.</p> |
| 4. Costs of the consumer loan | |
| The borrowing rate | The interest rate will be the one indicated in the Specific Terms of the Consumer Loan Agreement. |
| <p>Equivalent Annual Rate (TAE)</p> <p><i>It is the total cost of the credit expressed as an annual percentage of the total amount of the credit.</i></p> <p><i>The TAE will allow you to compare different offers.</i></p> | <p>[...] %</p> $\sum_{l=1}^M S_l \left(1 + \frac{APR}{100}\right)^{-t_l} = \sum_{k=1}^N A_k \left(1 + \frac{APR}{100}\right)^{-t_k}$ <p>siendo:</p> <p>M el número de créditos pagados por el prestamista</p> <p>l el número de secuencia de los créditos pagados por el prestamista (declinación)</p> <p>S_l el crédito (declinación) en el periodo l</p> <p>N el número total de créditos pagados por el prestatario</p> <p>k el número de secuencia de los créditos pagados por el prestatario (reembolso)</p> <p>A_k el crédito (reembolso) del periodo k, y</p> <p>t_k es el intervalo, expresado en años y fracciones anuales, entre la fecha del primer crédito y la fecha del crédito l o k.</p> <p>($t_1 = 0$)</p> <p>The Annual Percentage Rate is calculated according to the formula contained in Article 32 and Annex I of Law 16/2011 of 24 June, on Consumer Credit Contracts, transposition of Directive 2008/48 / EC, of 23 April 2008 on Consumer Loan Agreements for consumers and Directive 87/102 / EEC, published in the Official Gazette on 25 June 2011.</p> |
| <p>Is it mandatory to obtain a loan itself, or in the terms offered, to hire</p> <ul style="list-style-type: none"> - an insurance policy that covers the credit or - other accessory service? <p>If the costs of the services are not known by the Lender, they won't be included in the TAE.</p> <p><i>If the Lender does not have evidence of the cost for this services, this costs will not be included in the TAE.</i></p> | Is not required. |
| In order to maintain one or several accounts is it required to register both transactional payments and the disposal of the credit? | Is not required. |
| All the costs of related to the consumer loan agreement by the use an specific way of payment | <p><u>In the event that the recovery order of the Lender on credit cards or debit cards or bank account indicated by the Borrower be returned for insufficient funds, or for any other reason attributable to the Borrower, the Lender reserves the right to charge the Borrower the costs for the lack of execution of the payment transaction and management costs of collection that must satisfy the credit institution.</u></p> |

Signature of the Client and date

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| | <u>The costs of failure to execute the payment transaction will be equal to the amount that each time you impacting the credit institution to the Borrower as payer of the collection order.</u> |
| Rest of costs related to the consumer loan agreement | No other costs. |
| Cost in case of delay payments <i>The non-payment can cause serious consequences and can make difficult the grant of a credit.</i> | <p>In case of late payments the Lender may claim a one-time late payment fee in the amount of 30 EUR per each defaulted payment.</p> <p>The Lender may send you a notice requiring the payment by debit. The Borrower shall pay the costs of each notice of demand for payment, once the period of 30 days have passed counted from the date where the borrower must have paid the monthly instalment.</p> <p>Once the period of 30 days have passed counted from the date where the Borrower must have paid the monthly fee, the Lender will have the right to claim judicially, the payment of the amounts not paid by the Borrower. The cost of the litigation shall be paid by the Borrower.</p> <p>However, the Lender reserves the right to include the data of the Borrower in Credit Bureaus in accordance to the Data Protection Regulation.</p> |

5. Other important legal aspects

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| Right of withdrawing the contract <i>You have the right to withdraw from the consumer loan agreement within a period of 14 calendar days.</i> | <p>The Borrower can withdraw unilaterally the Consumer Loan Agreement without any justification, within the fourteen (14) natural days following the conclusion of the Consumer Loan Agreement.</p> <p>In this case of withdrawal the Borrower will not have to pay any cost to the Lender.</p> <p>For the purpose of withdrawing the loan, the Borrower shall send to the Lender a written notice that includes full name and DNI / NIE of the Borrower, notification of withdrawal of the operation, timetable for early repayment of the loan, reference number of the current contract and the date of the acceptance of the application by the Borrower. The withdrawal shall be deemed made if, before the deadline for withdrawal, the Borrower had sent the notice of withdrawal to the address of the Lender</p> |
| Early payment <i>You have the right to pay in advance the total amount of the credit o partially in any moment.</i> | <p>The Borrower will have the right to pay in advance the total amount of the loan received or part of it in any moment during the term of the loan.</p> <p>The Borrower will notify the Lender the amount to be paid in advance and the date of the payment.</p> <p>The Borrower will have to pay a commission of 0,5% over the total amount pending to pay of the loan in the cases where the Borrower wants to pay in advance the total amount of the loan. Nevertheless, no commission will be applicable to the Borrower if he wants to pay part of the loan.</p> |
| Access to Credit Bureaus <i>The Lender shall be entitles to Access to the information in Credit Bureaus in accordance with data protection regulation</i> | The Lender may obtain information on the credit history and risk positions organizations providing information services on creditworthiness and credit (in particular, the Service Credit Asnef-Equifax and Experian / Badexcug) for analysis and, if necessary, granting, monitoring and control of funding. |
| Right to obtain a Consumer Loan Agreement <i>You have the right, previous request, to obtain without cost a copy of the Consumer Loan Agreement. This will not be applicable if in the moment of application, the Lender is not going to celebrate with you a credit contract.</i> | The Borrower will have the right, previous request, to receive a copy of the Consumer Loan Agreement without cost. This will not be applicable if in the moment of application the Lender is not going to conclude an agreement with the Borrower. |
| Term where the Lender is bind by the precontractual information | The precontractual information will bind the Lender during thirty (30) natural days from the delivery. |

6. Additional Information in case of distance commercialization of financial services

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|---|---|
| a) Relating to the Lender | |
| Name of the company | VIVUS FINANCE, S.A.U. |
| CIF | A-86521309 |
| Address | Calle Genova, 27 2ª planta 28004 Madrid. |
| Telephone | 910606616 |
| Email | info.pos@zaplo.es |
| Fax number | 914353383 |
| Website | pos.zaplo.es |
| Registration of Lender | Inscrita en el Registro Mercantil de Madrid, al tomo 30.268, folio 46, sección 8ª, hoja M-544.749, Inscripción 1ª |
| b) Relating to the Consumer Loan Agreement | |
| Exercise of the withdrawal right | The Borrower has 14 natural days to withdraw the Consumer Loan Agreement and should communicate it in written to the Lender to the following address Calle Genova, 27 2ª planta 28004 Madrid and return the money. The written notification will include the full name and DNI/NIE/NIF of the Borrower, reference number of the current credit contract, place and date of acceptance of the application by the Borrower. |

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| Legislation that the Lender accepts as a basis for the establishment of relations before the conclusion of the Consumer Loan Agreement. | Law 16/2011, of consumer credit contracts and the Law 22/2007, of 11 July, of remote commercialization of financial products |
| Clause on applicable law governing in relation to the Consumer Loan Agreement and / or competent court | The applicable law will be the Spanish one. The parties are subject, at their choice, for the resolution of conflicts and renouncing any other jurisdiction, to the courts and tribunals of the home of the Borrower. Furthermore, as an entity adhered to CONFIANZA ONLINE and in the terms of its Ethical Code, in the event of controversy relating to contracting and publicity online, data protection, protection of minors and accessibility, the Borrower may resort to CONFIANZA ONLINE's extra-judicial system for the resolution of controversies (www.confianzaonline.es). |
| Language | The information and the contractual terms are provided in Spanish language. During the term of the Consumer Loan Agreement and with the consent of the Borrower, the communication between the Borrower and the Lender will be performed in Spanish. |

Signature of the Client and date