

**PRE-CONTRACT CREDIT INFORMATION – sample draft**  
(Standard European Consumer Credit Information – SECCI)

**1. Name and contact details of the creditor/credit intermediary**

Creditor; Address; Telephone number(s); e-mail address; web address	Ferratum Bank p.l.c.; Reg. no.: C 56251; St Business Centre, 120, The Strand, Gzira, GZR 1027, Malta; +49 30 13 88 17 67; service.de@ferratumbank.com; www.ferratum.de
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**2. Key features of the credit product** (example data included that will be different in individual versions)

The type of credit	General Consumer Credit Agreement, with specified period and fixed interest rate and term of contract, repayable in monthly instalments
The total amount of credit.  <i>This means the ceiling of the total sum made available under the credit agreement.</i>	4,000 euro
The conditions governing the drawdown.  <i>How and when credit would be provided</i>	Ferratum shall only grant a loan to persons who are at least 18 years of age, have permanent residence in Germany, who are considered creditworthy by Ferratum and who have entered into a Loan Agreement with Ferratum. The customer shall receive the entirety of the loan amount via bank transfer to the bank account indicated by the customer and which is held in the customer's own name after conclusion of the Loan Agreement.
The duration of the credit agreement.	48 months
Instalments and, where appropriate, the order in which instalments will be allocated.	The borrower must repay the loan as follows: 47 instalments at 93.08 euro, due on day 1 of each month; first due date: 01.09.2021 One final payment of 80.69 euro, due on the 01.08.2025  Interest and/or costs shall be paid in the following manner:  Payments by the borrower which are insufficient to repay the entire debt due are credited, first, towards the costs of litigation, second towards the remainder of the amount owed and finally towards default interest.
The total amount you will have to repay  <i>This means the amount of borrowed capital plus interest and other costs.</i>	4455.45 euro
If applicable, sureties required  <i>This is a description of the security to be provided by you in relation to the credit agreement.</i>	Wage and salary transfer

**3. Costs of the credit**

The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement	5.53% - Fixed - During the whole term of the loan
Annual Percentage Rate of Charge (APR)  <i>This is the total cost expressed as an annual percentage of the total amount of credit.</i>  <i>This is there to help you compare different offers.</i>	5.67%  The calculation of the annual percentage rate (APR) is, in accordance with § 6 PAngV [Pricing Information Ordinance], based on the legal assumption that the credit will be disbursed on the date which results in the shortest interval between the disbursement date and the first repayment, that the Loan Agreement is to remain valid for the period agreed and that Ferratum and the customer will fulfil their obligations under the terms and by the dates specified in the Loan Agreement and the balance, interest and all other charges will be settled by the last payment.
Is it compulsory, in order to obtain the credit or to obtain it on the terms and conditions marketed, to take out • an insurance policy securing the credit, or • another ancillary service contract?  If the costs of these services are not known by the creditor, they are not included in the APR.	No  No

**Related costs**

Costs in the case of late payments  <i>Missing payments could have severe consequences for you (e.g., forced sale) and make obtaining credit more difficult.</i>	In the case of late payment, default interest is charged at the default interest rate set out in § 288 (1) 2 of the German Civil Code (BGB), 5% per annum over the basic interest rate, set by Deutsche Bundesbank on the 1st of January and 1st of July each year and will be changed according to changes of this reference rate. At the date of the Loan Agreement the default interest is 4.12% per annum. In individual cases, Ferratum may prove a higher loss, or the customer may prove a lower loss.  Missing payments can have serious consequences for you (e.g., forced sale) and make it difficult to obtain credit.
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#### 4. Other important legal aspects

Right of withdrawal <i>You have the right to withdraw from the credit agreement within a period of 14 running days.</i>	Yes
Early repayment <i>You have the right to repay the credit early at any time in full or partially</i>	Yes, you have the right to repay the loan early at any time in full or partially.
The creditor is entitled to compensation in the case of early repayment	Yes, in accordance with the provisions implementing §§ 500 (2) 1, 503 BGB  In the event of premature repayment, Ferratum shall charge an appropriate early repayment penalty in accordance with § 502 BGB for the damage directly connected with the premature repayment. In this case, the loss shall be calculated in accordance with the financial mathematical framework prescribed by the Federal Court of Justice Court for the calculation (Active-Active Method), which in particular takes into account a changed interest rate level, the agreed payment flows, lost profits of Ferratum and risk and administrative costs saved. The repayment penalty calculated accordingly is reduced to the lower of the following two amounts:  (a) A fee of 1% of the amount of loan principal repaid early shall be payable, if the period of time between the early repayment and the agreed termination of the credit agreement exceeds one year; and (b) A fee of 0.5% of the amount of loan principal repaid early if the period of time between the early repayment and the agreed termination of the credit agreement does not exceed one year.
Consultation of a database <i>The creditor must inform you immediately and without charge of the result of a consultation of a database if a credit application is rejected based on 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.</i>	The Creditor consults internal and/or external databases for the purposes of assessing credit worthiness. If the customer's application is rejected based on information obtained from an external database, the customer shall be informed (without delay or charge) of this decision as well as the name and contact details for that agency.
Right to a draft agreement <i>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.</i>	Yes

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

<b>(a) concerning the creditor</b>	
Registration	Ferratum Bank p.l.c. is registered with the Registry of Companies in Malta with registration number C56251 and licensed by the Malta Financial Services Authority as a credit institution with license number C56251.
Supervisory authority	Malta Financial Services Authority; Mdina Road, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta; mfsa.com.mt/pages/contact.aspx
<b>(b) concerning the credit agreement</b>	
Exercise of the Right of Withdrawal	<p style="text-align: center;"><b>Withdrawal Information</b></p> <p><b>Section 1 Right of Withdrawal</b></p> <p><b>The borrower may revoke his contractual declaration within 14 days without stating reasons.</b></p> <p>The period <b>starts after the conclusion of the contract, but only after</b> the borrower has received all the mandatory information listed in section 2 below. The borrower has received all Mandatory Information if such information is contained in the copy of the application or the contractual document intended for the borrower or in a copy of the application or the contractual document intended for the borrower and such document has been provided to the borrower. The borrower can be informed subsequently on a permanent data medium of any mandatory information not included in the text of the contract; the withdrawal period is then one month. The borrower must be informed again of the start of the revocation period with the additional mandatory information. <b>The timely dispatch of the revocation notice is sufficient to comply with the revocation period</b> if the declaration is made on a permanent data medium (e. g. letter, fax, e-mail). The revocation is to be addressed to:</p> <p>Ferratum Bank p.l.c., ST Business Centre, 9th floor, 120, The Strand, Gzira GZR 1027, Malta; e-mail address: service.de@ferratumbank.com</p> <p><b>Section 2 Mandatory contractual information required for the start of the withdrawal period</b></p> <p>The mandatory information under section 1 sentence 2 include:</p> <ol style="list-style-type: none"> <li>1. the name and address of the lender and the borrower;</li> <li>2. the type of loan;</li> <li>3. the net loan amount;</li> <li>4. the annual percentage rate of charge;</li> <li>5. the total amount;</li> </ol> <p>As regards points 4 and 5: the indication of the annual percentage rate of charge and the total amount must be stated, specifying the assumptions that are known at the time the contract is concluded and that are used in the calculation of the effective annual interest.</p> <ol style="list-style-type: none"> <li>6. the borrowing rate;</li> </ol> <p>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 loan agreement provides for several borrowing rates, the information must be given for all of them.</p> <ol style="list-style-type: none"> <li>7. the duration of the contract;</li> <li>8. the amount, the number and the due date of each instalment;</li> </ol>

	<p>If partial payments are planned, it must be stated in which order the outstanding claims of the lender for the different borrowing rates apply, through which partial payments are repaid.</p> <p>9. the conditions of disbursement;  10. the default interest rate and the manner of its possible adjustment as well any delay costs incurred;  11. a warning about the consequences of missing payments;  12. 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 a loan already disbursed and to pay interest; the amount of interest payable per day must be indicated;  13. the borrower's right to repay the loan early;  14. the supervisory authority responsible for the lender;  15. the procedure to be followed for terminating the contract;  16. the indication that the borrower has access to an out-of-court complaint and redress procedure and the conditions for such access;  17. in the case 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;</p> <p>If the borrower requests a repayment schedule, this must indicate which payments are to be made at what intervals and what conditions apply to these payments. It must specify the amount of the instalments to be paid on the loan, the interest calculated at the borrowing rate and other costs. Where the borrowing rate is not fixed or other costs may be adjusted, the amortisation table must state in clear and comprehensible terms that the data in the table are valid only until the next adjustment of the borrowing rate or other costs. The amortisation schedule must be made available to the borrower on a durable medium.</p> <p>18. the securities and insurances required by the lender, in particular a reservation of title in the case of financing assistance against payment;  19. the method of calculation of the claim for early repayment penalty to the extent that the lender intends to assert such claim if the borrower repays the loan early;  20. account maintenance fees charged in connection with the consumer loan agreement, as well as the conditions under which the fees may be adjusted if the lender requires the conclusion of an account maintenance agreement, and any other costs, in particular in connection with the disbursement or the use of a payment instrument with which both payment transactions and withdrawals may be made, as well as the conditions under which the costs may be adjusted;  21. all other contractual conditions.</p> <p><b>Section 3  Consequences of Withdrawal</b></p> <p>If the loan has already been disbursed, the borrower <b>must repay it within 30 days at the latest and pay the agreed debit interest</b> for the period between disbursement and repayment of the loan. The period begins with the dispatch of the revocation declaration. For the period between disbursement and repayment, if the loan is fully drawn down, an interest amount of 0.60 Euro per day is payable. This amount is reduced accordingly if the loan was only partially utilized.</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>Maltese law but any protection granted under German consumer protection law shall apply to the customer.</p>
<p>Clause stipulating the governing law applicable to the credit agreement and/or the competent court.</p>	<p>The Loan Agreement, and the business relationship between Ferratum and the customer shall be governed by Maltese law. Any mandatory protection granted under German law for the purpose of consumer protection shall apply to the customer. The customer may only bring proceedings against Ferratum in the Member State of the European Union where the customer is domiciled or in Malta. Ferratum may bring proceedings against the customer in the Member State of the European Union where the customer is domiciled. Both parties may bring a counter-claim in the court where the original claim is pending.</p>
<p>Language to be used in connection with the credit agreement.</p>	<p>Information and contractual terms will be supplied in German. With your consent, we intend to communicate in German or English during the duration of the credit agreement.</p>
<p><b>(c) concerning redress</b></p>	
<p>Existence of an access to out-of-court complaint and redress mechanism.</p>	<p>a) For the settlement of disputes with the Creditor, the Customer has the option of appealing to the conciliation board at the Deutsche Bundesbank in accordance with § 14 para. 1 no. 2 of the German Act on Injunctions (Unterlassungsklagengesetz). The language of the proceedings is German. The proceedings are free of charge for the borrowers; expenses (e.g. postage and telephone costs) are not reimbursed.</p> <p>The Customer is free to be represented by a lawyer or other persons authorised to provide legal services. However, the Financial Arbitration Board Ordinance does not provide for the reimbursement of lawyer's fees or the costs of other persons authorised to provide legal services.</p> <p>The complaint must be submitted in text form (e.g. letter, fax, e-mail) to:  Deutschen Bundesbank – Schlichtungsstelle – Postfach 10 06 02, 60006 Frankfurt am Main  or Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main  or via email to <a href="mailto:info@bundesbank.de">info@bundesbank.de</a>.</p> <p>The application must describe the dispute to be arbitrated and state a concrete request. If necessary, further documents required to understand the dispute (e.g. contracts, statements of account, billings statements, correspondence) must be attached to the application. The borrower must affirm that:</p> <ul style="list-style-type: none"> <li>- proceedings concerning the same dispute have neither been conducted nor are pending before a consumer arbitration board,</li> <li>- the dispute has not been decided by a court by way of a judgment on the merits or the dispute is not pending before a court,</li> <li>- the dispute has not been settled by compromise or otherwise, and</li> <li>- an application for legal aid in respect of the dispute has not been rejected because the intended legal action did not offer sufficient prospects of success or appeared to be arbitrary.</li> </ul> <p>According to the Financial Conciliation Board Ordinance, the arbitrator will refuse to conduct conciliation proceedings if:</p> <ul style="list-style-type: none"> <li>- proceedings concerning the same dispute have neither been conducted nor are pending before a consumer arbitration board,</li> <li>- the dispute has not been decided by a court by way of a judgment on the merits or the dispute is not pending before a court,</li> <li>- the dispute has not been settled by compromise or otherwise,</li> <li>- an application for legal aid in respect of the dispute has not been rejected because the intended legal action did not offer sufficient prospects of success or appeared to be arbitrary</li> <li>- no sufficient application has been made,</li> <li>- the dispute does not fall within the jurisdiction of the conciliation body and the application is not to be submitted to a competent consumer conciliation body,</li> <li>- the claim which is the subject of the dispute is time-barred and the bank has raised the defense of limitation.</li> </ul> <p>In addition, the conduct of a conciliation procedure may also be refused if a fundamental legal question relevant to the conciliation of the dispute has not been clarified or facts that are decisive for the content of a conciliation proposal remain in dispute because the facts cannot be clarified by the conciliation body.</p> <p>The Deutsche Bundesbank currently also publishes a form for the conciliation application on the internet at <a href="https://www.bundesbank.de/de/service/schlichtungsstelle/-/dokumente-613584">https://www.bundesbank.de/de/service/schlichtungsstelle/-/dokumente-613584</a>.</p>

b) In the event of disputes arising from contracts concluded via a website or by other electronic means (online contracts), the borrower also has the option of using the online dispute resolution platform (OS platform) established by the European Commission at <http://ec.europa.eu/consumers/odr/> for the out-of-court settlement of disputes with the Creditor; it can be used free of charge and in all EU languages, Icelandic and Norwegian. A complaint submitted via the ODR platform will be processed if the electronic complaint form on the website has been completed in full in accordance with the specifications formulated in the complaint form. In particular, the form must contain information on the bank, the subject of the complaint, the reason for the complaint, the specific claim and the contact details of the borrowers. The information on the bank must be provided instead of the information on the "trader" provided in the complaint form. Customers may digitally attach documents supporting their complaint.

After receipt of a fully completed complaint form, the ODR platform will work towards reaching an agreement between the bank and the borrower on an alternative dispute resolution body (in Germany: consumer arbitration board) - hereinafter referred to as "ADR entity". The ODR platform automatically and immediately forwards the complaint to the ADR entity on which the parties have agreed. However, if the parties cannot agree on an ADR entity within 30 calendar days after submission of the complaint form or if the ADR entity refuses to process the dispute, the complaint will not be processed further and the borrower will be informed accordingly.

c) Furthermore, the Customer may file a complaint with the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin) pursuant to § 4b of the Financial Services Supervision Act (Finanzdienstleistungsaufsichtsgesetz) on the grounds of alleged violations of provisions whose compliance is monitored by the BaFin. The procedure is free of charge for borrowers; expenses (e.g. postage and telephone costs) are not reimbursed.

The Customer is free to be represented by another person. In this case, the right of representation must be proven by a corresponding power of attorney and a copy of the power of attorney must be enclosed with the complaint.

The complaint must be sent in text form (e.g. letter, fax, e-mail) to:

Bundesanstalt für Finanzdienstleistungsaufsicht  
Graurheindorfer Strasse 108  
53117 Bonn  
Fax: + 49 228 4108-1550  
E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de).

In addition, the complaint can also be submitted to BaFin via an online form, available at <https://www.bafin.buergerservice-bund.de/Formular/Banken>. BaFin has commissioned the consumer telephone in Rostock to receive complaints submitted with these forms for BaFin and then forward them to BaFin for processing.

The complaint must contain:

The name and address of the complainant and of the borrower (unless they are the same person), the name and address of the Creditor, the type of business relationship and the account or customer number. In addition, the matter of the complaint must be explained as precisely as possible. If necessary, copies of other documents required to understand the case (e.g. contracts, statements, insurance certificates and correspondence) must be attached to the complaint.

In case of doubt, the Customer can find out in advance from BaFin's free consumer telephone (0800/ 2 100 500; Monday to Friday from 8.00 a.m. to 6.00 p.m.) whether the BaFin can help with the specific complaint.

d) The Customer may additionally submit his or her complaint directly or via the Office of the Arbitrator for Financial Services, First Floor, Pjazza San Kalcidonuju, Floriana FRN 1530, Malta. Further information is available on the official website: [www.financialarbitrator.org.mt](http://www.financialarbitrator.org.mt) Hotline (Malta): +356 80072366 and telephone: +356 21249245. In this case, you will be required to provide your personal details, the name of the Creditor, the product or service you are complaining about, the reason/s for the complaint and the remedy that you are seeking. You will also be requested to provide the letter of complaint submitted to the Creditor allowing 15 working days for the Creditor to reply, the reply submitted by the Creditor, relevant documentation relating to the product you are complaining about and other documentation in support of your complaint. You will need to pay 25 EUR for the procedure.

e) In case the customer has any complaints, he/she is also entitled to file complaints directly with the Creditor, on the contact details provided herein. Complaints shall be settled by negotiations. If negotiations fail, then the customer shall file the complaint in writing (including email), specifying therein: (a) his or her 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, his or her claim and substantiation thereof. The customer shall enclose any helpful information substantiating the complaint (if possible). An electronically submitted complaint shall not require a signature. The Creditor shall confirm receipt of the complaint in writing and shall provide a written reply (either by email or post) to the customer within 15 working days from the day of receipt of the submission. If it is not possible for the Creditor to reply within 15 working days due to objective reasons, the Creditor shall inform the Customer of this without delay, specifying a reasonable time period, which shall not be longer than an additional fifteen (15) working days, within which the reply shall be provided and providing the reason for the delay. In its reply to the complaint, the Creditor shall specify a reasonable time period within which the reply shall be provided and giving the reason why this extension is necessary. If the Creditor refuses the customer's request it shall provide reasons for such refusal.

f) Apart from that, the Creditor is neither obliged nor willing to participate in dispute resolution proceedings before arbitration boards.