



General Terms and Conditions of IBS - International Broker's Société - Poland sp.z.o.o

Terms of Service & §

New Revised (as of 06.2020)

§ 1 scope

(1.1) The general terms and conditions apply from the point in time at which the financial service provider contacts the customer. and gave the customer a customer number as well as the first Loan order documents.

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The scope of these general terms and conditions includes, in particular, contracts between the financial service provider and the customer, which include the provision of financial services to check the customer's financial documents, including the mere analysis of the customer's assets to check the credit implementation.

(1.2) With his signature from the company IBS-International Broker's Société - Poland sp.zoo, the customer declares his irrevocable written consent that the company IBS-International Broker's Société - Poland sp.zoo, who ordered the customer separately his project is financed by signing the loan document sent to him by IBS-International Broker's Société - Poland sp.zoo and certifying it with his company stamp. Unless otherwise agreed in writing between the parties, the general terms and conditions are also based on all other contracts that were concluded between the parties within 12 months.

(1.3) For contracts between the financial service provider and the customer, which are subject to the Consumer Protection Act, the general terms and conditions apply unless they contradict the provisions of the Consumer Protection Act.

§ 2 Obligation and duty of cooperation of the customer.

(2.1) For the careful and conscientious provision of its services, the financial service provider IBS-International Broker's Société - Poland sp.zoo needs all factual information and documents available to the customer in order to make a well-founded assessment of the individual framework conditions and to make a recommendation can proceed.

(2.2) The customer insures the financial service provider IBS- International Broker's Société - Poland sp.z.o.o. that the company documents submitted to IBS- International Broker's Société - Poland sp.zoo determined the documents specified for the banks / lenders / financial companies / investors / and specified for his credit check, be it by telephone or in writing one hundred Percent of the truth. The customer guarantees that he has not made any changes that are relevant to the pretense and or fraudulent deception relevant to the credit assessment, documents, balance sheets, account statements, as well as other documents that cannot be checked by us and or made on his behalf by a third party has been.

(2.3) The customer is obliged to provide the financial service provider with all the documents required for the provision of the services in good time, completely and without any special request.

And to inform the financial service provider about all circumstances that may be relevant for the financial service provider. Provision of the services.

(2.4) The customer is obliged to provide all documents provided by the company for his project financing

IBS-International Broker's Société - Poland sp.z.o.o was required to translate English from its home language into the business language usual for banking at its own expense.

The customer must have the original documents certified and the translations with a sworn translator

To be carried out.

(2.5) If the documents are not properly translated and / or certified, IBS-International Broker's Société - Poland sp.z.o.o will have these documents translated at the customer's expense and send the customer the invoice in advance.

(2.6) If the invoice for the translations is not paid into the account to the company IBS-International Broker's Société - Poland sp.z.o.o.

If the customer's further loan processing is immediately discontinued,

In the event of a business interruption, the customer declares that he is irrevocably subject to the immediate attachment, so that he commits himself to the company IBS-International Broker's Société - Poland sp.zoo a compensation flat rate of six thousand euros for the services rendered up to now to refund.



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(2.7) Should errors or incomplete documents or information relevant to the credit process and / or credit approval be retained or not provided by the customer of IBS-International Broker's Société - Poland sp.zoo and or the banks or be communicated.

As a result of this behavior of the customer, extra work and overtime for the company IBS-International Broker's Société - Poland sp.z.o.o there is a harm,

Is the financial service provider IBS-International Broker's Société - Poland sp.z.o.o. entitled to the customer

Issue an invoice and invoice the customer for the hours incurred at an hourly rate of 189.55 euros plus Polish VAT.

§ 3 commissions.

(3.1) The financial services company IBS-International Broker's Société - Poland sp.z.o.o charges the customer the agreed commission of (IBS) are inclusive (office of the foreign branch representative). Commissions are calculated in% of the loan arranged after successful completion of the transaction.

(3.2) The amount of the commissions is not negotiable but is listed in the customer documents of the loan supply order in the agreement, the list we send them with the order document is decisive for the customer.

(3.3) Please note and take note of IBS-International Broker's Société - Poland sp.z.o.o Success commissions are to be associated with the bills and fees of the loan or the banks / lenders / investors and or insurance fees.

(3.4) The customer does not have to pay any processing fees or costs to IBS-International Broker's Société - Poland sp.z.o.o and its representatives abroad.

(3.5) It is prohibited that the foreign representatives on behalf of the

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(3.4) The customer does not have to pay any processing fees to the company IBS-International Broker's Société - Poland sp.z.o.o and its representatives abroad.

(3.5) It is expressly forbidden for foreign representatives (intermediary companies) to accept money from the customer on behalf of IBS-International Broker's Société - Poland sp.z.o.o.

Should we find out about this to IBS-International Broker's Société - Poland sp.z.o.o, we are obliged to stop processing the customer's loan immediately and to have canceled our final invoice due to a violation of our general terms and conditions company philosophy.

This termination without notice for the customer as well as for the agent must be carried out immediately without notice and irrevocably in accordance with §2.

(3.5) The customer is obliged to immediately pay the invoices issued to him in the time specified in the invoice (time window) to the biller / bank / lender / partner financial company / investors / financiers.

(3.6) the time window that was given to the customer is not observed.

(3.7) If the customer irrevocably declares to IBS-International Broker's Société - Poland sp.z.o.o to pay a penalty for 5% of the invoice amount per day.

(3.8) The invoice for the penalty interest will be paid immediately after the first invoice has been paid by the biller / bank / lender / partner financial company / investor / donor.

(3.9) After max. 10 bank days all periods expire and § 2 comes into force.



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§ 4 compensation for breach of contract

Compensation for breach of contract or cessation of work at the customer's request. §2 of the General Terms and Conditions IBS-International Broker's Société - Poland sp.z.o.o. Calculated as follows.

(4.1) All services provided by the financial service provider (in particular file review, preparation and implementation of meetings, elaboration of consulting concepts, meetings with banks, (effort and travel times) are calculated on the basis of an agreed gross hourly rate of € 189.55 plus the Polish VAT after time calculated, with the smallest clearing unit being one hour, as agreed.

(4.2) Travel expenses / hotel overnight stays and daily expenses are calculated according to the tax-deductible rates. The customer is not required to provide evidence.

(4.3) The customer agrees to this agreement and waives the costs and travel expenses by providing these General Terms and Conditions of the company: IBS-International Broker's Société - Poland sp.z.o.o. Signs. Unless otherwise agreed in writing between the parties.

§ 5 Ongoing support

(5.1) If we have made an explicit agreement about the ongoing consultation, this agreement between the financial service provider and the customer is considered to be unlimited.

(5.2) The termination for an important reason

The termination for an important reason with immediate effect remains unaffected by paragraph 1. An important reason exists in particular if, for unforeseeable, credible reasons, a drastic change in the life of the customer or his company has demonstrably occurred after the contract was concluded, whereby the customer entered this situation through no fault of his own. IBS-International Broker's Société - Poland sp.z.o.o waives any penalty payments from the customer and or his company. If the customer can prove it in writing and convincingly.

Statements by telephone or testimonies are not sufficient for us, as IBS-International Broker's Société - Poland sp.z.o.o insist on official documents from the customer that justify the termination.

(5.3) Debt.

If the customer of the company: IBS-International Broker's Société - Poland sp.zoo has concealed that insolvency proceedings against the assets of the contractual partner (customer) had already been initiated before the date of the application, or the customer knew that such a procedure against was in preparation by the Company: IBS-International Broker's Société - Poland sp.z.o..o because of fraudulent and willful deception with an intentional financial benefit due to international organized fraud at the judicial authorities and the international police, criminal charges against the customer filed and initiated,

(5.4) Inability to pay.

If the customer does not meet his obligations and or payments to the billers,

We have to draw the conclusion from the situation and understand it.

That the customer is not solvent and wants to sneak a loan that he may not intend to repay.

(5.5) proof of capital

If the case of §5.4 should occur, we or the bank / lender / donor / investor is entitled to that

To ask us to provide an original confirmation from his bank that the customer has at least one current regular and good account, as well as sufficient capital on his account that he can get the loan fees from the banks / lenders / investors can pay invoices on their own.

If this is not the case, §2 of the General Terms and Conditions IBS-International Broker's Société - Poland sp.z.o.o. in force.



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§6 disclosure of the customer.

(6.1) The customer declares to: About the company: IBS-International Broker's Société - Poland sp.zoo and the banks / lenders / investors / partners financial companies / the financial authorities and affirms with his word as a businessman that he is not insolvent and that he has not declared bankruptcy or insolvency against the authorities or public officials or has made official notices against creditors.

(6.2) The customer declares against About the company: IBS-International Broker's Société - Poland sp.zoo and the banks / lenders / investors / partners financial companies / the financial authorities to which he is not aware that an insolvency proceeding at this time / Date the application was filed against him.

(6.3) The customer declares against About the company: IBS-International Broker's Société - Poland sp.z.o.o and the banks / lenders / investors / partners financial companies / the financial authorities to the he Has no credit with banks or other financial service providers with whom the customer has been or will be terminated in default of payment or due to payment difficulties.

(6.4) The customer declares that he is liquid enough to bear any loan costs.

§7 Binding Loan and Financial Order.

(7.1) The loan order order of the customer,

The customer must, after prior agreement with the financial service provider IBS-International Broker's Société - Poland sp.z.o.o in written form with that of the company: IBS-International Broker's Société - Poland sp.z.o.o. The documents and forms provided are made.

(7.2) The loan order is not valid by telephone, fax,

(7.3) Loan documents are only valid and will be processed if they are scanned properly, only in PDF format to the IBS-International Broker's Société - Poland sp.z.o.o to the e-mail address to send kredit@ibs-international.pl.

Documents photographed with the mobile phone are destroyed without comment and are therefore not processed. `` Attention `` we are not obliged to inform our customers that the loan processing will be stopped.

(7.4) Document preparation / processing

- Edit documents only in PC,
- Translate and complete all documents in English.
- Clean scanning as a PDF file,
- Print in color and sign and stamp by hand.

(7.5) Note:

If the customer does not speak the English language, we ask the customer to contact a professional translator office.



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§ 8) Notices Information duty from IBS to the customer

(8.1) The company: IBS-International Broker's Société - Poland sp.z.o.o to report to the customer about the ongoing process of loan processing.

(8.2) The company: IBS-International Broker's Société - Poland sp.z.o.o obliges the customer about the messages from and to the customer from the banks / partners intermediaries / lenders / investors immediately max. forward within 24 hours.

(8.3) The company: IBS-International Broker's Société - Poland sp.z.o.o to inform the customer about timings or delays known to him.

(8.5) The company: IBS-International Broker's Société - Poland sp.z.o.o to show the customer about loyalty and honesty and to always carry out the transactions in the interests of the customer.

§ 9.) Copyrights

(9.1) Customer acknowledges that each concept created by the Financial Services Provider is a copyrighted work. All duplications, distributions, changes or additions require the written consent of the financial service provider. Furthermore, the customer declares that he is using the Confidential Data / Documents / Documents / Images of the Company International Broker's Société - Poland sp.z.oo does not forward to third parties.

(9.2) The proliferation of copying or the unauthorized sending of these documents to third parties is expressly forbidden and will be prosecuted. And are charged with 100,000 euros as a penalty by the financial service Provider of the customer.

§ 10 Disclosure of documents / liability

(10.1) The customer undertakes to provide all of the information and documents required for the correct execution of the order by the financial service providers truthfully, completely and punctually, so that proper processing by the financial service provider is possible.

(10.2) The financial service provider has to draw the necessary conclusions on the basis of the disposal made available to him and to draft the concept with the necessary expertise, care and duty of care towards the customer in the interest of the customer.

The financial service provider is not liable if the customer does not provide any information or incorrect information that is relevant to the consulting concept.

(10.3) The financial service provider receives from the customer in advance when the order is accepted in return the customer accepts no liability for damage caused to the customer in the event of intent or gross negligence.

The liability clause of the financial service provider can be used by the customers, against a one-off payment of 10,000 euros plus a deposit of 1% of the requested loan,

This is in writing when the order is placed, at the latest when the IBS-International Broker's Société - Poland sp.z.o.o. to apply.

This requires a separate agreement between the company: IBS-International Broker's Société - Poland sp.z.o.o. and the customer.



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(10.4) Excluded from liability for the profit. For consumers within the meaning of the Consumer Protection Act, this provision only applies to gold if these general terms and conditions became.

(10.5-a) The customer is cleared up in conversation, the company: IBS-International Broker es Société - Poland sp.z.o.o. only acts as a financial intermediary for the customer.

(10.5-b) IBS-International Broker es Société - Poland sp.z.o.o. is to be mediated by the customer only an investor, financial service provider or a bank, a lender, or a lender of the customer.

(This service from IBS-International Broker es Société - Poland sp.z.o.o. is free of charge and free of charge and free of charge from customers)

Only success commissions according to the terms and conditions of IBS-International Broker es Société - Poland sp.z.o.o.

(10.5-c) with this service of the '7.5-a / b / c, the control and liability and verification of the provider as well as the credit process is solely with the customers themselves.

The customer bears the overall risks and the controls by his lawyers or his own control bodies and the supervision of the credit history as well as the loan contracts himself in and on his own account. The financial service provider IBS-International Broker es Société - Poland sp.z.o.o. is by the customer from the other liability.

§11 The VIP project loan service of IBS-International Broker es Société - Poland sp.z.o.o.

(11.1) The VIP service of IBS-International Broker es Société - Poland sp.z.o.o. is chargeable.

(11.2) This special service from IBS-International Broker es Société - Poland sp.z.o.o.

Must be requested by the customer in writing and requires special approval from the management of IBS-International Broker es Société - Poland sp.z.o.o.

(11.3) The customer 100% from IBS-International Broker es Société - Poland sp.z.o.o. is protected.

(11.4) We the IBS-International Broker es Société - Poland sp.z.o.o. Take on all risks, all controls, reviews of the provider as well as the loan documents, and commission our tax offices and lawyers to check the accompanying documents for the customer and his loan.

(11.5) We the IBS-International Broker es Société - Poland sp.z.o.o. Liable for all payments the customer has to the banks or insurance companies and give a 100% money back guarantee.

(11.6) We take over all travel and at the cost incurred for us in the course of financing the customer.

(11.7) for this VIP special service, a one-off payment of 10,000 euros and a deposit of 1% of the loan amount (the deposit of 1% is 100% daily for the customer if the financing is successful), these fees are necessary for this service.

(11.8) Claims for damages were limited by a limitation of the amount of the remuneration, paid by the financial service provider's customer in the last six months before the claim arises.

Liability is in any case limited to the maximum amount of EUR 5,000. If the customer is not a customer within the meaning of the Consumer Protection Act, claims for damages against the financial service providers must be made within six months of becoming aware of the damage.

§12 Due to the increasing volume, specialist literature is not part of the services to actively research in the specialist literature, unless this is expressly requested by the customer. and the cost of taking it over in writing

§13 **We support our clients in seeking to obtain an appropriate** funding solution to meet their specific requirements. You will be allocated a dedicated consultant who will work with you to find a suitable solution for your business from our panel of independent finance providers.

You authorize us to act as your agent for the introduction of the credit award for your company.

We urge you to submit your manual / electronic signatures / and company stamps on our documents to you or to a representative named by you and to be accepted as original, accepted and accepted by us.

If you fill in this / our document and sign it, you are bound to our conditions irrevocably.

Therefore, we urge you to urge them to take their time and read through all the documents of our company and that of the lenders, in peace.

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§ 14.) What we do

(14.a) IBS International Broker's Société-Poland sp.z.oo is one of the independent brokers for trade finance, engaged in trading, and obtaining or brokering letters of credit or BG and others Specialized in banking instruments. We want to keep you attentive, we are just lenders (credit brokers) and not financiers. Our services are provided at a direct cost to us, for example, travel and hotel costs, lump-sum payment on account with 7,000 euros if necessary for the borrower. whereby this amount paid by the lender to IBS-Poland is to be deducted from the final settlement (commission). All commissions will be invoiced after completing the transaction with 4,75% of total credit plus value added tax according to Polish law at 22% Poland Tax.

§15.)Our services include:

- (15.a) An assessment of your specific funding and business requirements;
- (15.b)We would provide you with a shortlist of typically 1 – 2 funders from our panel who offer appropriate finance products to fit your needs;

§16.) Fair Treatment

We always aim to treat you fairly. This means that we will always endeavour to:

- (16.1) Conduct our business with due skill, care and integrity;
- (16.2) Never put ourselves in a position where our primary duty to you is compromised;
- (16.3) Deal with any complaint sympathetically and independently of the colleague concerning whom the complaint is directed;
- (16.4) Be transparent in the matter of our remuneration; and
- (16.5) Respect your confidentiality.

§17.) Remuneration

- (17.a) As already noted, IBS does not look to the borrower to pay directly for using our introducer services.
- (17.b) IBS may receive commission payments from any funder that we introduce to you and from whom you then borrow. Our Consultants are not made aware of the commission rates and therefore will not be influenced by this as a factor when making introductions to any of our panel funders. We expect our panel funders to disclose to you that IBS will be paid a fee for a successful introduction, and to make available full details of commission actually paid on request.
- (17.c) Please note that where you return to a funder whom we have introduced in order to negotiate a further facility at some point in the future, we may be entitled to a further commission payment in relation to that facility.



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§18). Limitation of our liability to you

(18.a) Our responsibility under these Terms of Business is to assist you to find a funder willing to provide financing to your business in accordance with the needs and profile of that business that you have disclosed to us. We are not responsible for the manner in which you use the loans (or other finance) advanced to you or the consequences of these financial transactions for your business.

(18.b) Any discussion that you have with a panel funder that is outside the scope or purpose of these Terms of Business, and the consequences for you or your business of any such discussion and any transaction or investment that arises from such discussion, are not our responsibility for any purposes whatsoever.

§19.) Conflicts of Interest

We consider, in view of our business profile, that it is extremely unlikely that our relationship with you is going to give rise to a conflict of interest. However, in theory:

(19.a). IBS, or one of our Directors or Contractors, could have an interest in a lending company on our panel: or

(19.b). Circumstances could arise where our duties to you conflict with our duties to another client of IBS.

(19.c). If so, we will make you aware of the conflict of interest and we will obtain your consent before your instructions are carried out.

§20. Complaints

If you wish to register a complaint with respect to our services under these Terms and Conditions and Terms of Business, please refer to our Complaints Policy. Our internal complaints procedure is available on request.

§21.) We present funders on our panel to you on the basis

that we have used reasonable care to ensure that those funders are honest, responsible and (where necessary) appropriately regulated businesses. We do not accept responsibility to you for any loss you may sustain or any costs or expenses you may incur which arise due to a failure or demerit in a funder of a nature that it would not have been reasonable for us to have detected by our normal due diligence procedures.

(21.a) Nothing in these Terms of Business excludes or limits our responsibility to you for:

§22.) In order for us to fulfil our responsibilities to you,

you are expected to read any documentation we provide to you and let us know if there is anything that is unclear or does not represent your requirements, and pose any other question that affect your use of our services. We will not be responsible to you if as a result of deficient information or lack of information from you, we make arrangements that are not wholly appropriate for your business.

§23.) If, in the course of our relationship with you, you or your business suffer material changes (specifically though not exclusively referring to material adverse financial changes), you must inform us accordingly, unless you are under a formal legal obligation not to do so.

§24.) Should we incur material cost or expense or sustain material loss as a result of your failure to comply with paragraphs 9.1 or 9.2, we are entitled to an indemnity from you to the extent of such cost, expense or loss.

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§25.). What we don't do

(25.a). We do not provide legal advice. If you are presented with loan documentation for agreement with a funder whom we have introduced to you, it is your responsibility to seek legal advice from an appropriately experienced and qualified solicitor.

(25.b). We are not responsible for advising you on the solvency of your business or on whether it may be insolvent. The law imposes obligations on the Directors or owners of a business that is or may be technically insolvent, and if the reason you are seeking debt finance is connected with the solvency of your business, you should take advice on your obligations from a qualified insolvency practitioner.

(25.c). We do not provide taxation, fiscal or investment advice.

(25.d) We are here to offer an introducing service as described, and will introduce you to appropriate funders from our panel in this respect, based on the information that you provide to us. This does not amount to advice by us to you on the full commercial operation of your business, which is likely to depend on information that we do not have and are not entitled to see or receive. Accordingly, the decision to proceed with one of our introduced funders (if any) is ultimately yours.

Representation, endorsement or arrangement by us and is not intended to be relied upon by you in making (or refraining from making) any specific investment or other decisions. As general policy we do not vet funders on a customer service basis. Given that the impact of any information expressed on our Site can vary widely based on your particular circumstances, you should always carry out your own research into the product that is of interest to you. If you're interested in finding out more about our commitment to businesses then please send us an email on info@ibs-international.pl and we'll get back to you.

With the application I declare that I have read and understood all § of the General Terms and Conditions of IBS - International Broker's Société - Poland sp.z.o.o.

I have asked my questions and assure that all my questions have been discussed with me and fully explained to me verbally.

I affirm that I am fully capable of business and fully understood and that I have no guardian or supervisor or need.

With my signature on the application, I confirm that I can act and trade in my personal name without the influence of third parties.

I am personally liable with my signature on the IBS- International Broker's Société - Poland sp.z.o.o forms for all business transactions and I confirm that I have read and accepted the data protection conditions.