Version as of 13 November 2024

ATOME CARD LOAN AGREEMENT

This Atome Card Loan Agreement ("**Agreement**") is made and entered into on the approval date of the Atome Card by and between:

Neuroncredit Financing Company Inc. or ATOME PH ("**Lender**");

and

The user who has agreed with the use of the Atome Card in accordance with the Atome Card Membership Terms and Conditions ("**Borrower**").

The Lender and Borrower individually referred to as a "**Party**" and, collectively, the "**Parties**".

Recitals:

A. The Borrower has requested the Lender for a loan amount and period specified in section [1] below ("**Loan Amount**" and "**Period**") for goods and/or service purchase with the Merchant using the Atome Card ("**Purpose**").

B. The Loan Amount may be comprised of, and shall be the aggregate of, several purchase amounts corresponding to the goods/service purchases made by the Borrower with several Merchants using the Atome Card, where each transaction made by the Borrower for the Purpose shall be considered a Loan Amount. Individually and in the aggregate, the Loan Amount/s shall be governed by the terms and conditions of this Agreement and indicated in the monthly billing provided in the Atome Mobile Application/App.

C. The Lender has agreed to extend a loan of the Loan Amount to the Borrower, subject to the terms and conditions of this Agreement and the details as provided in the Financing Schedule.

1. The Loan

1.1 The Lender agrees to extend to the Borrower the Loan Amount, the details of which are provided in the Atome Application, according to the Purpose. The Borrower agrees and authorizes the Lender to disburse the Loan Amount to the Merchant's bank account through a certain mechanism as agreed by Atome, the issuing bank, and the network provider in fulfilment of the Purpose. The Borrower agrees and acknowledges that the date of the Lender disbursing the Loan Amount to the Merchant ("**Utilization Date**"), disregarding when the Merchant receives such amount, would be the date the Loan is deemed utilized, and therefore subject to any applicable Interest, Late Payment Penalty and charges set out in this Agreement.

1.2 The Period of this Agreement shall commence on the Utilization Date and shall end when the Loan Amount is fully repaid by the Borrower.

1.3 The Borrower shall repay the Lender for the Loan Amount in accordance with the payment schedule stated in a monthly billing statement sent to the Borrower in the Atome Mobile App ("**Payment Schedule**"). In addition to notifications of the monthly billing statements sent through the Atome Mobile App, the monthly billing statements shall likewise be sent through notifications via EDMS and SMS.

1.4 Any and all payments to be made by the Borrower in connection with this Agreement shall be made exclusively to the Lender's bank account and through the payment method, nominated by the Borrower upon loan availment, which shall include, among others, the selected monthly amortizations, due dates, etc., and provided in the monthly statement ("**Payment Method**"). Any payment made by the Borrower that is not done in accordance with the Payment Method shall not be recognized by the Lender, unless prior written consent from the Lender has been obtained. The Borrower must ensure that successful repayments (i.e., credited to the Lender's account for subsequent verification) shall be made no later than 11:30 PM ("**Cut-Off Time**") on due date. In case of failure to make successful repayments prior to the Cut-Off time, without prejudice to the applicability of penalties, interests, etc., the Borrower hereby agrees and authorizes that the Lender may select the Payment Method, specifically the loan tenor/amortizations on his or her behalf, which shall be the maximum default loan tenor/amortizations but in no case shall be less than three (3) and no more than twelve (12) monthly amortizations. The Payment Method selected by the Lender shall be reflected in the next monthly billing statement issued to the Borrower. The nomination of the Payment Method by the Lender hereunder for a particular billing period shall prevent the Borrower from subsequently nominating a new Payment Method.

1.5 **Service Charges and Other Fees on the Atome Card**

The Borrower recognizes and accepts the Lender's right to impose, charge up-front, or automatically deduct from the provisional spending limit set in the Atome Card applicable charges such as Late Payment Penalty, card replacement fees, cross border fees, payment service fees, loading fees, switch/network payment fees, service fees on transactions, and other fees on any or all of products, services, and facilities as specified in Schedule I: Table of Fees and Charges.

For the avoidance of doubt, below are the definition of each fee charged by the Lender:

(i) Interest Fee incurred when Atome Card User converts billing amount to monthly installment repayments;

(ii) Interest refers to the contractual rate or the price paid for the use of money and is expressed as a percentage of the total amount borrowed without considering other fees and charges;

(iii) Penalties incurred when the Borrower defaults payment on or pays an amount less than the scheduled due amount;

(iv) Late Payment Penalty incurred when Borrower fails to make the required repayment of the monthly billing provided in the Atome Mobile App before the due date;

(v) Card Replacement Fee incurred when Borrower requests for a card replacement;

(vi) Cross Border Fee incurred when a transaction is made in a foreign country or processed by a foreign bank, either online or offline;

(vii) Processing Fee or Transaction Processing Fee incurred when the Borrower makes certain transactions using the Atome Card, this includes the processing cost to authorize or /approve the transaction when Borrower transacts with the Atome Card and, by enrolling or auto-enrollment, repays for such transaction in installments;

(viii) Repayment Processing Fee incurred when repayment is made by card or e-wallet payment method (including pre-paid, debit & credit card); and

(ix) Loan Restructure Fee is a fee imposed for the modification or restructuring of the terms of an existing loan, covering the administrative costs, credit review, and risk reassessment.

The Borrower agrees to pay such service charges and fees that may now or in the future be imposed by the Lender. The amount of said service charges and fees may also be revised by the Lender from time to time. The Borrower shall be notified of new or revised charges or fees thru any of the following: (i) Atome website; (ii) Atome Mobile App or (iii) other communication channels available to the Lender.

Transactions made in foreign currencies shall be automatically converted to PHP using MasterCard's selected foreign exchange rate. From the PHP conversion, there shall be added MasterCard's Issuer Cross Border and Currency Conversion Assessment fees. An additional service fee shall be charged by the Lender according to the Table of Fees and Charges under Schedule I.

All fees shall be imposed at the Lender's sole and absolute discretion, and may be subject to change with due notice.

1.6 The Borrower shall pay interest specified in the Table of Fees and Charges ("**Interest**") on the Loan Amount for the Period, which shall start on the Utilization Date, until all outstanding amount owed by the Borrower to the Lender is fully repaid and

discharged. In addition, in the event that a payment is not made by the Borrower in compliance with the Payment Schedule and the Payment Method, the Lender shall be entitled to charge the Borrower the late fee(s) ("**Late Fee**") specified in the Table of Fees and Charges attached as Schedule I, which the Lender may revise at any time, subject to applicable laws and regulations.

1.7 The Borrower may elect at any time to fully repay the Loan Amount or to avail of the amortization options provided by the Lender, subject to such Interest or Late Payment Penalty, as may be applicable.

1.8 The Borrower may, at any time prior to the agreed maturity date of the Loan, prepay in whole or in part the unpaid balance of said Loan, subject to such reasonable terms and conditions as may be acceptable to the Lender, and such fees for the early termination of the Loan and/or the prepayment, such as but not limited to a Termination Fee, the Service Fee or any Processing Fees, as may be imposed by the Lender. As provided in our Terms and Conditions and this Agreement, said Service Fee or Processing Fees are imposable whenever the Borrower makes certain transactions, regardless whether they pay earlier or not, and cannot be waived.

1.9 If the Borrower is subject to outstanding payments which are passed due the Payment Schedule, the Borrower hereby expressly consent to, authorize and instruct the Lender, and/or any third party payment processors or providers that the Lender appoints, to charge against the Borrower's preferred Payment Method and/or any other designated debit card or credit card, to collect the total of any missed payments at any time after the missed Payment Schedule. The Borrower agrees that the Lender may appoint third party collection agencies to collect any amounts owing to the Lender under this Agreement, without further notice to the Borrower.

2. Representations and Warranties

The Borrower represents and warrants to the Lender that on the date of this Agreement and repeated on a daily basis as long as the Borrower is a party to this Agreement:

2.1 The Borrower has full legal capacity to enter into, and freely and voluntarily enters into this Agreement, and undertakes the obligations under the Agreement;

2.2 The Agreement shall be valid and binding upon the Borrower and enforceable in accordance with its terms and conditions, and the execution and delivery of this Agreement by the Borrower or the implementation or compliance with any obligations under this Agreement does not or shall not contravene any laws, court decision or legally binding documents that binds the Borrower;

2.3 The Borrower is entering into the Agreement for his own Atome Card account and not on behalf of another person;

2.4 All of the Borrower's loans or indebtedness with the Lender and other third party lenders (including but not limited to banks, financing companies, lending companies, financial technology entities and credit card companies) ("**Third Party Lenders**") are updated and not delinquent or past due;

2.5 The Borrower has no threatened, pending or ongoing litigation, claim or action against the Lender and other Third Party Lenders; and

2.6 All documents and information (whether in written or oral form) presented, communicated and/or submitted by the Borrower to the Lender in relation to the Agreement are true, current, accurate and authentic, and may be relied upon by the Lender.

3. Covenants

As long as any part of the Loan or any other fees, charges, or amounts owing under the Agreement remain outstanding and unpaid, the Borrower shall:

3.1 Promptly perform all of the Borrower's obligations under the Agreement, including without limitation the payment of amounts due under the Agreement;

3.2 Promptly submit and provide to the Lender all documents and information, execute and deliver such other instruments and documents, and perform or refrain from performing any such other acts, as may be required by the Lender, whether for compliance with government regulations or the Lender's own policies;

3.3 Immediately notify the Lender of any change in the Borrower's contact details and address; and

3.4 Hold the Lender free and harmless against any and all claims arising from the use of the proceeds of the Loan Amount.

4. Events of Default

4.1 Each of the following events constitutes an event of default ("**Event of Default**"):

a. The Borrower breaches or otherwise fails to promptly and fully perform any of his obligations under the Agreement, including the Borrower's failure to pay his obligations under the Agreement;

b. The Borrower breaches any of his representations, warranties, or covenants;

c. The Borrower breaches the terms and conditions set out at https://www.atome.ph/terms-of-service governing his use of the Atome platform;

d. The Borrower is in default in respect of any other facility or indebtedness granted by the Lender or other Third Party Lenders;

e. Any event which, in the reasonable opinion of the Lender, would result in the likelihood that any of the Borrower's obligations under the Agreement will not be performed or fulfilled, such as, but without being limited to, the death or incapacity of the Borrower, pending or actual insolvency (including, but not limited to, the filing of a petition for the suspension of payments, and voluntary or involuntary insolvency by or against the Borrower); or

f. Any change in law or regulation that affects the validity or enforceability of this Agreement.

4.2 Upon the occurrence of an Event of Default, the Lender may, at its sole discretion, without need of notice or demand, and without limiting the Lender's rights under applicable law or under the Agreement:

a. Take such action and exercise such remedies in order to protect and enforce its rights under this Agreement;

b. Declare the Loan Amount owed by the Borrower to the Lender, including all loan installment amounts, charges, fees, penalties and interest accrued and unpaid thereon, to be immediately due and payable, without need of presentment, demand, protest or further notice of any kind, all of which are herein expressly and specifically waived by the Borrower;

c. Impose and collect any and all fees, charges and penalties in the Agreement;

d. Impose and recover from the Borrower the attorney's fees, litigation expenses and all other fees and costs incurred in connection with enforcing the Borrower's obligations under the Agreement; and

e. transfer or assign any of its right and obligations hereunder to any person, company or entity, upon notice to Borrower, without the need of the Borrower's consent, but which consent the Borrower hereby expressly provides. The Borrower shall be bound to fulfill and perform all his obligations to such transferee or assignee, including the payment of the unpaid Loan Amount, charges, fees and penalties, as may be applicable.

5. Collection and Processing of Information

5.1 The Borrower expressly consents to the collection, use, storage, disclosure, updating and processing by the Lender of any information provided by the Borrower or by whatever source in relation to or in connection with the Borrower's obtaining of the Loan Amount from the Lender under this Agreement, including any information provided arising from a prior transaction with the Lender.

5.2 The Borrower expressly consents to the Lender obtaining and extracting data from the Borrower-provided information (including but not limited to Full Name, Nationality, Mobile Number, Email, social media information, Date of Birth,

Gender, Marital Status, Dependents, Education, Work History, Address, ID information, Character Reference, Facial Information, Bank Account), for the following purposes which include but are not limited to: verifying Borrower credit risk, analyzing and studying Borrower behavior, administering and enforcing Borrower's obligations and Lender's rights (specifically collections) under this Agreement and under applicable laws, marketing and advertising, and engaging with customer service.

5.3 The Borrower expressly consents to the collection and processing of personal information about and/or relating to Borrower and to the disclosure, sharing or transfer of such information to third parties, including without limitation, any of the Lender's affiliates, subsidiaries, subcontractors, third party collection agencies, credit bureaus, government agencies as well as to the Lender's assignee in the event of a transfer of its business enterprise or a transfer or assignment of the Agreement to such assignee.

5.4 The Borrower expressly consents to and authorizes the Lender for the purpose of conducting its credit adjudication, credit billing and collection activities: (i) to obtain pertinent credit and personal information of the Borrower from the Borrower's employer, banks, credit card companies, and other financial institutions; and (ii) to process and acquire information about the Borrower from all relevant sources such as mobile phone, customer service, social media and other third parties. The Borrower agrees and authorizes the above-named parties to release any and all such information to the Lender.

6. Transfer and Assignment

6.1 The Lender may at its discretion transfer or assign (and the Borrower consents to such transfer or assignment) the Agreement, any of its rights and obligations hereunder, to any person, company or entity. The Borrower shall be bound to fulfil and perform all of the Borrower's obligations to such transferee or assignee, including the payment of the Loan Amount in accordance with the Payment Schedule, as if such buyer, transferee or assignee was the original lender.

6.2 The Borrower shall not, without the express written consent of the Lender, transfer or assign any of his rights and obligations hereunder.

7. Miscellaneous

7.1 Taxes: All payments due to the Lender, whether of principal, interest, fees, penalties or otherwise, shall be made without set-off or counterclaim, free and clear of, and without deduction or withholding for or on account of, any taxes, including stamp tax, withholding tax and/or value-added tax. If the Borrower shall be required by any law or regulation to make any deduction or withholding in respect of taxes from any payment hereunder, the sum payable by the Borrower shall be increased as will result in the receipt by the Lender, after such deduction or withholding, of the amount that would have been received if such deduction or withholding had not been required.

7.2 No Waiver: No failure, omission or delay on the part of the Lender in exercising any right or power under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any further exercise thereof. Acceptance by the Lender of any payment after its due date or after an Event of Default has occurred or after legal proceedings have been commenced against the Borrower shall not constitute an extension of time for payment or a modification or novation of the terms of the Agreement or in any way prejudicial to the Lender.

7.3 Force Majeure: Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which prevents such Party from performing its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence ("**Force Majeure Event**"), including, but not limited to: flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage of facilities, or any order or injunction made by a court or public agency. In case of the occurrence of a Force Majeure Event, the Party unable to perform its obligations shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and may suspend performance only for such period of time as is necessary as a result of the Force Majeure Event.

7.4 Entries in the Lender's Accounts: In any dispute arising out of or in connection with the Agreement, the Borrower agrees that the entries made in the accounts maintained by, and the records of, the Lender are prima facie evidence of the matters to which they relate, absent any manifest error.

7.5 Severability: If any provision of the Agreement is held to be invalid, illegal, or unenforceable under any applicable law or regulation, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. The Agreement shall be reformed, construed, and enforced to the fullest extent possible as if such invalid, illegal, or unenforceable provision had never been included.

7.6 Notices: All notices, demands, or other communications shall be given or made to the address and/or email address set out against the names of the Borrower and the Lender in Atome's website at www.atome.ph. The Lender may also make general announcements through its website, the application, social media and other authorized channels.

7.7 Amendments: No amendments or variation of this Agreement shall be valid or effective unless made in writing and signed by the Parties.

7.8 Counterparts: This Agreement may be executed in one or more counterparts all of which taken together shall be deemed to constitute one and the same instrument.

7.9 Governing Law: This Agreement is governed by, and will be construed under, the laws of the Republic of the Philippines, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

7.10 Venue of Dispute: Any suit arising from this Agreement shall be instituted exclusively in the proper courts of Pasig City, Philippines, to the exclusion of other courts.

7.11 The Lender is regulated by the Securities and Exchange Commission (SEC). You may reach the SEC Corporate Governance and Finance Department via phone number 8818-7264 or email cgfd_cgd@sec.gov.ph.

SCHEDULE I
TABLE OF FEES and CHARGES

Interest	2% - 6% of total principal amount, excluding accrued Interest or Late Fee – on a monthly basis
Late Payment Penalty	5% of outstanding amount due, excluding accrued Interest or Late Fee – on a monthly basis
Card Replacement Fee	400 PHP per card
Foreign Exchange Conversion Fee	3.10% of transaction amount (includes 1.98% service fee and 1.12% cross border processing fee levied by MasterCard.)
Repayment Processing Fee	up to 2.24% of the payment amount (including tax)
Transaction Processing Fee	0-2.24% of the transaction amount (including tax)
Loan Restructure Fee	0-3.1% of the restructured loan amount

These fees and charges may be revised by the Lender from time to time.