

Main Terms of the Agreement # Preamble

Venue		Date
	Interest Rate on the Credit	
Type of Interest Rate:	Fixed	
Annual Interest Rate:	%	
Effective Interest Rate:	%	
	Financial Expenses	
Monthly Payment (principal, interest, insurance):	According to the Repayment Schedule attached	
Payment at Maturity:		
Insurance Expenses:		
Annual Interest Rate on Life Insurance:	%	
Credit Disbursement Fee:		
Information Delivery Fee:		
Withdrawal Fee (from an account):		
Commitment fee:	X% of the undrawn amount	
	Other Terms	
Total Credit Amount:		
Total amount to be paid by the Customer:		
Credit term:	(days)	
Validity Trm of the Credit Agreement:	Until full satisfactions of obligations hereunder.	
Fixed Late Payment Fee:	One-time payment of no more than 20.00 GEL. Furthermore, the total expenses incurred from the date on which the payments went past due until the date they are paid in full shall not exceed 1.5x the current outstanding principal balance.	
Daily Late Payment Fee:	0.5% of the arrears for each overdue day (no more than 0.27% of the remaining principal amount). Furthermore, the total amount of expenses incurred from the date on which the payment went past due until the date on which it is paid in full shall not exceed 1.5x the current outstanding principal balance.	
Early Repayment Fee:	X% of the prepaid amount (the amount paid to settle the outstanding principal balance) if the early payment equals 0x the scheduled monthly payment of the principal, interest and insurance at the time of payment. X% if prepaid with own funds. But no more than: 2% - if more than 24 months remain to credit maturity 1% - if 12 to 24 months remain to credit maturity 0.5% - if 6 to 12 months remain to credit maturity 0% - if less than 6 months remains to credit maturity	
Refinancing Fee:	2% of the prepaid amount (the amount paid to settle the outstanding principal balance at the time of payment), but no more than	

2% - if more than 24 months remain to credit maturity
1% - if 12 to 24 months remain to credit maturity
0.5% - if 6 to 12 months remain to credit maturity
0% - if less than 6 months remains to credit maturity

Please note:

- When the Main Terms of the Agreement (as provided in this Preamble, including the interest rate) are revised, the client will be notified thereof no later than 2 (two) months in advance, while price increase on other financial facilities will be communicated no later than 1 (one) month in advance via SMS.
- The Bank is not obliged to notify the Client in advance if the change is in favour of the Client.
- The Client can make a complaint orally, in writing (fill out a standard Complaint Form or compose a letter of complaint) or electronically.
- Useful information for clients is available on the National Bank of Georgia's website www.nbg.gov.ge/cp and via hotline – 032 2 406 406

Bank Credit Agreement #

City

Date

TBC Bank JSC (herein after the “Bank”), represented by (position, name), on the one hand, and (name) (hereinafter the “Client”/ the “Borrower”), (Personal ID no. / Passport no.), on the other hand, based on the Agreement on Banking Transactions (hereinafter the “Master Agreement(s)), hereby agree a follows:

1. Subject Matter of the Agreement

- 1.1 The subject matter of this Agreement is the disbursement of an interest bearing credit by the Bank to the Borrower in the form of a loan and the Borrower’s due fulfilment of his/her/its obligations under this Agreement.
- 1.2 Key Terms and Conditions of the Bank Credit (Loan) Agreement are set forth in Article 2 hereof.
- 1.3 Although this Bank Credit is disbursed and the relevant agreement is concluded based on the Master Agreement(s), this Bank Credit Agreement (the Client’s liabilities hereunder) will not be secured by the same property/security item(s) as the Master Agreements.

1.4

2. Key Terms of the Bank Credit

- 2.1 Master Agreement: Agreement on Banking Transactions
- 2.2 Type of Credit: Consumer
- 2.3 Client: **Name (passport no, personal ID number)**
- 2.4 Amount:
- 2.5 Total Amount Payable by the Client:
- 2.6 Tenor: days
- 2.7 Interest Rate: Annual X %
- 2.8 Type of Interest Rate: Fixed
- 2.9 Purpose:
- 2.10 Form of Disbursement: In tranches / according to the scheduled attached
- 2.11 Repayment Schedule: according to the scheduled attached /
If the Client draws a tranche, the Bank will set up an annuity repayment plan to cover the term of the tranche. The annuity plan envisages equal payments (principal and interest) at equal intervals. The loan is to be repaid according to plan / schedule drawn by the Bank, which does not require the Client’s signature. The Schedule will be available at any TBC Bank JSC branch/service centre or in your Internet Banking account.
Interest rate shall accrue on the loan continuously and without any changes during the Grace Period (if any), and shall become payable after the Grace Period in accordance with the Repayment Schedule. If the loan is prepaid in full or in part during the Grace period, the Borrower shall settle all payments accrued before the date of prepayment, including the insurance premium (in any) as well as interest (on a pro rata basis); If the loan is prepaid after the Grace period, the Borrower shall settle the full amount of interest accrued during the Grace Period (and distributed over the following period in the Repayment Schedule), as well as the interest, insurance premium (if any) and other charges accrued after the Grace Period up to the date of prepayment.
- 2.12 Fixed Late Payment Penalty: One-time payment of no more than 20.00 GEL.
Furthermore, the total expenses incurred from the date on which the payments went past due until the date they are paid in full shall not exceed 1.5x the current outstanding principal balance.

- 2.13 Daily Late Payment Penalty: 0.5% of the arrears for each overdue day (no more than 0.27% of the remaining principal amount). Furthermore, the total amount of expenses incurred from the date on which the payment went past due until the date on which it is paid in full shall not exceed 1.5x the current outstanding principal balance.
- 2.14 Early Repayment Fee: X% of the prepaid amount (the amount paid to settle the outstanding principal balance) if the early payment equals 0x the scheduled monthly payment of the principal, interest and insurance at the time of payment.
X% if prepaid with own funds.
But no more than:
2% - if more than 24 months remain to credit maturity
1% - if 12 to 24 months remain to credit maturity
0.5% - if 6 to 12 months remain to credit maturity
0% - if less than 6 months remains to credit maturity
- 2.15 Refinancing Fee: 2% of the amount directed to the residual principal of the loan, not exceeding:

2% - if more than 24 months are remaining before maturity of the credit
1% - if 12-24 months are remaining before maturity of the credit
0.5% - if 6-12 months are remaining before expiration of the credit
0% - if less than 6 months are remaining before expiration of the credit.
- 2.16 Credit Approval Fee:
- 2.17 Credit Disbursement Fee:
- 2.18 Commitment Fee: X% of the undrawn amount
- 2.19 Additional Terms:
2.19.1 Within the term specified in Paragraph 2.6 of the Bank Credit Agreement, the Borrower undertakes to provide life and/or accident insurance from his/her/its preferred insurer, for the outstanding credit amount on terms and conditions required by the Bank, provided the Bank will be the beneficiary of the insurance policy(ies). The Borrower represents and warrants that when the Bank offered him/her/it the credit facility, he/she/it could choose between the following 3 insurers: International Insurance Company Irao JSC (ID: 205023856), Insurance Company GPI Holding JSC (ID: 204426674) and TBC Insurance JSC (ID: 405042804) and provided the borrower with information / brochures on the companies' terms and conditions. The Borrower chose ----- (ID: -----).
The borrower is liable to pay the Insurance Premium/Insurance Management Commission/any other insurance-related charges according to the tariffs and terms set by the respective Insurance Company and effective at the time of payment. If the Insurance Premium payable by the Client (the Insured) becomes overdue, the Client authorizes the Bank (as the Beneficiary) to pay on its own and at its own discretion the Client's Insurance Premium to the Insurer, provided the payment is less than 90 (ninety) days overdue. If the Bank pays the Insurance Premium to the Insurer (for/instead of the Client) in compliance with the above terms, the Bank is authorized to claim from the Client (the Insured) the full amount of the Insurance Premium paid by the Bank to the Insurer for/instead of the Client.
- The Insurance shall be deemed terminated/suspended (as decided by the Bank) provided the Insurance Premium payable by the Client (the Insured) is 90 (ninety) days overdue. Despite this, the Bank (the Beneficiary) is authorized to renew the insurance (resume the insurance terms and conditions hereunder unilaterally), provided the Client's liability before the

Bank is fully settled. However, insured events taking place during the period when the payment is overdue (during the period of liability) are not subject to indemnification.

Percentage covered: (name, personal ID number/passport number): X%

If the purpose of the Agreement is the repayment/refinancing of the existing credit liabilities (credit facility/ies) only, after these liabilities (credit facility/ies) have been paid off/cancelled, the balance remaining in the Client's account (if any) will be automatically used for the early settlement of the loan hereunder based on the Bank's unilateral decision, to which the client agrees in advance.

Each following tranche will be disbursed only after the terms of the previous tranche are satisfied.

If the Client fails to satisfy/breaches any precondition, additional condition and/or requirement set by the Bank, the Bank will have the right to apply any of the measures described below:

- Unilaterally increase the interest rate by maximum 4% by notifying the Client thereof (this provision can be revised through an additional agreement between the Parties). The interest rate shall decrease to the level before the breach (non-satisfaction of the Bank's precondition, additional condition or requirement) within 60 (sixty) calendar days of curing the breach (i.e. of the date on which the Customer satisfies the Bank's precondition, additional condition or requirement and informs the Bank thereon);
- Require the Client to deposit a particular amount of money into an account indicated by the Bank, to secure the Client's liabilities.
- Exercise its (the Bank's) other rights under the Master and/or Additional Agreement;

- 2.20 Effective Interest Rate:
- 2.21 Insurance Expenses:
- 2.22 Annual Interest Rate on Life Insurance
- 2.23 Information Delivery Fee:
- 2.24 Withdrawal Fee (from an account):
- 2.25 Amount to be Drawn:

For renewable loans:

- 2.26 Renewal of loan/credit agreement(s):

The Client may apply to the Bank within the maturity period of the credit indicated in Paragraph 2.6 hereof and request the extension of the following agreement(s) concluded between the Bank and the Client:

1. The present Bank Credit Agreement
2. Bank Credit Agreement (this provision shall only apply if the individual number(s) of Bank Credit Agreement(s) are duly indicated.

The Bank is authorized to extend the term of the aforementioned agreement(s) at the Client's request only by the maximum term envisaged for the respective type of loan / credit product in President of National Bank of Georgia's Order #44/04 of 13 March 2020 (hereinafter the "Order") on the *Approval of Regulations for Lending to Individuals*, unless the age limit set in the Bank's credit policy prevents the extension of the agreements by the maximum term for respective loans/credits as envisaged in the Order. In this case, the Bank is authorized to extend the term of the aforementioned

agreement(s) concluded with the Client in compliance with the terms and conditions stipulated in the Bank's credit policy.

This provision, as envisaged herein, shall become void if the loan/credit disbursed under this Agreement is prepaid fully or paid off on any other ground whatsoever, as well as if this Agreement is terminated.

3. Other Terms

- 3.1 This Agreement shall come into force upon signature by the Parties and shall remain in force until full satisfaction of obligations hereunder from this Agreement.
- 3.2 This Agreement shall be deemed an integral part of the Master Agreement mentioned in Article 2.1 hereof, which means that all provisions set forth in the Master Agreement shall apply hereto, whereas all other terms and conditions envisaged by the Georgian law and applicable to this Agreement are set forth in the Master Agreement;
- 3.3 The Borrower is closely familiar with and agrees to the terms and conditions of the Agreement on Banking Transactions published on the Bank's website at www.tbcbank.ge (and to all amendments and additions thereto), whereby he/she joins the mentioned Agreement
- 3.4 The Bank may use any channel of communication (including electronic, digital, etc.) for sending notifications;
- 3.5 The Bank may terminate credit relations with the Client and/or the validity of any, several or all additional agreements and/or require the Client to pay the principal of the credit together with the accrued interest and penalty (if any) and for this purpose, satisfy its claim through selling any asset owned by the Client (unless otherwise defined by the law) and/or seizing/garnishing the Client's accounts / through the unilateral use of funds in the Client's bank account(s) if the Client breaches any obligation hereunder or under the Master Agreement and/or if any of the termination events envisaged in the Master Agreement(s) occurs.
- 3.6 Provided: a) the interest rate of the credit facility issued to the Client is lower than the interest rates on the Georgian credit market; b) the cost of the credit facility of the Bank issued to the Client materially changes so that it may generate loss for the Bank and/or threaten its financial stability; c) other processes occur, which may affect the credit market interest rate(s) set for the use of the credit; d) the legislative and/or any change is put into effect which may deteriorate the Bank's standing, the Bank shall be authorized to unilaterally change (increase) the interest rate at any stage of the Agreement validity. The Bank's right to revise (increase) the interest rate unilaterally as envisaged herein shall only be effective provided the interest rate on the market changes by more than 5%.
- 3.6.1 The Bank shall inform the Client regarding the change 2 (two) months in advance via SMS unless the interest rate is to be increased due to the Client's breach of any of his/her/its obligations and/or any of the terms and conditions of the credit facility. The Bank is not obliged to notify the Client in advance if the change is in favour of the Client;
- 3.6.2 If the Client does not accept the change, he/she/it will have to repay in full all of the credit facilities disbursed to him/her/it by the Bank within the aforementioned term. Otherwise, the Client will have to pay interest at an increased rate.
- 3.7 If the Client is dissatisfied with the Bank's services, he/she/it can make a complaint orally, in writing (the complaint letter template is available at the Bank's branches and service centres as well as on the Bank website www.tbcbank.ge) or electronically. Complaints will be discussed by the Complaints Management Team of TBC Bank's Customer Support Department within maximum one month of the Bank's acceptance of an appropriately composed/filled out letter of complaint. The decision on the Client's complaint will be communicated to the Client in writing and/or by any other means of communication, including electronic, digital, etc. The Client can check the details of the complaint handling procedure on the Bank website www.tbcbank.ge or contact the Call Center at 032 2 272727.
- 3.8 The Parties agree that any disputes arising out of or in relation to this Agreement shall be taken to the court for hearing and final resolution if the total value of the subject matter in dispute is less than GEL 7 000 (seven thousand) or its equivalent in foreign currency (based on the official (NBG) exchange rate as of the date of the claim).
- 3.9 If this Agreement or any agreement signed within the scope hereof has been executed on the territory of eastern or southern Georgia (Shida/Inner Kartli), Kvemo/Lower Kartli, Mtskheta-Mtianeti, Kakheti, Samtskhe-Javakheti, the Temporary Administrative Unit of South Ossetia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be taken to the court of arbitration for hearing and final decision in accordance with the following rule: 1) if the value of the dispute is from 7 000 (seven thousand) GEL to 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the date of filing the claim), the dispute shall be discussed by the House of Arbitration LLC (ID 411322359); 2) If the value is above 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim), the dispute shall be taken to the permanent court of arbitration "Tbilisi Arbitration Institute" (ID 205273005).
- 3.10 If this Agreement or any other agreement concluded within the scope hereof has been executed on the territory of western Georgia (the Autonomous Republic of Ajara, Guria, Imereti, Racha-Lechkhumi and Kvemo (Lower) Svaneti, Samegrelo, Zemo (Upper) Svaneti and the Autonomous Republic of Abkhazia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be

taken to the permanent court of arbitration, House of Arbitration LLC (ID 411322359) for consideration and final decision if the total value of the dispute is greater than 7,000 (seven thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim). Furthermore, the Parties agree that the arbitration venue shall be the city of Kutaisi.

- 3.11 The Parties agree upon and set arbitration rules and procedures in accordance with provisions hereunder (arbitration covenants). Arbitration rules and procedures shall comply with the regulations of the permanent arbitration institution unless arbitration rules and procedures otherwise defined by this Agreement or this Agreement sets for different and/or additional arbitration regulations than the regulations of the permanent arbitration institution. Furthermore, the process of arbitration shall follow the version of the arbitration agency regulations effective as of the date of admission of the claim. The venue of arbitration shall be Tbilisi. The arbitration shall follow the norms provided for by the Law of Georgia. The language for arbitral proceedings shall be Georgian, and the number of arbitrators shall be one. If the value of the subject matter in dispute does not exceed GEL 30 000 (thirty thousand) or its equivalent in foreign currency based on the official exchange rate on the day of filing the arbitration claim, the arbitration will be conducted without hearing (form of arbitration proceeding) in compliance with the regulations of the arbitration agency. Before the commencement of arbitral proceedings or at any stage thereof until the final arbitral award is issued, any of the Parties hereto is authorized to file a petition to the permanent arbitration agency or the arbitral tribunal (once appointed) to apply for the execution of arbitration claim security measure(s). The latter is/are enforceable under the Writ of Execution issued by the arbitrator. The Parties agree that the arbitration claim security measure(s) is/are legally binding and does not require referral to the court of law for the recognition and execution thereof. Unless specified by the regulations of the permanent arbitration agency and/or the applicable legislation, decisions on arbitral proceedings relating to the arbitral award shall be made by the Chair of the permanent arbitration. The arbitral award shall enter into force upon its issuance and may not necessarily include motivation.
- 3.12 If the aforementioned permanent court(s) of arbitration has/have been closed or suspended by the time of filing the arbitration claim, the dispute shall be taken to the court of law for consideration and final decision. If agreements made between the Parties provide for different rules for arbitration, in the case of a dispute, the Parties shall be guided by the arbitration provision envisaged in the most recent agreement between them.
- 3.13 If a dispute arising out of this Agreement is subject to court jurisdiction on any grounds whatsoever (including based on the agreement between the Parties, a provision hereof, etc.) and will be heard in the court, the Parties agree that pursuant to Paragraph 268.1¹ of the Civil Procedure Code of Georgia, if the Bank wins the claim related to the dispute arising out of this Agreement, the judgement made by the Court of First Instance shall be executed immediately.
- 3.14 The parties agree that they shall communicate with the court of law and/or the court of arbitration and/or the arbitrators in writing including by electronic mail (electronically). The Parties agree that any official notification associated with this Agreement, including the repudiation, cancellation or termination hereof, as well the granting of an additional term for the fulfillment of liabilities and the Bank's unilateral decision on interest increase, shall be considered carried out if delivered to the party in writing including by electronic mail to the address indicated in the Details of the Parties section hereunder. The Client agrees that the court or the arbitral tribunal (arbitrator) shall summon the Client and deliver court/arbitration notice, documents related to court or arbitral proceedings and the judgment/ arbitral award in writing including by electronic mail to the address indicated in the Details of the Parties section hereunder. If the parties receive a notification by electronic mail, the delivery of the notification shall be confirmed by an extract from the respective device and/or a confirmation received by means of the device. The Client agrees that the notification sent to an electronic mail address indicated in the Details of the Parties section hereunder shall be deemed delivered if confirmed by an extract from the respective equipment and/or a confirmation received by means of the device;
- 3.15 If the Client has to service several liabilities at a time (pay several credit payments on the same date), on each such occasion (each time before he/she makes such payments), the Client can file an application at any branch/service centre of the Bank and request a permission to pay the liabilities in a preferred order. If the Client does not exercise this right, the Bank will deduct the payments in the following order: first, deduct credit card/overdraft payment(s), then unsecured credit payment(s) and last - secured credit payment(s). Furthermore, in each case, the Bank reserves the right to revise unilaterally the order of payments to be charged.
- 3.16 The issue of/the right to full or partial prepayment of the loan amount envisaged in this credit agreement is regulated by this Agreement and/or the Master Agreement.
- 3.17 This Agreement has been executed in 2 (two) equally valid counterparts, one of which shall remain with the Bank and the other shall be transferred to the Client.
- 3.18

DETAILS OF THE PARTIES

**The Bank
TBC Bank JSC**

Identification number: 204854595
Address: 7 Marjanishvili street, Tbilisi
Telephone number: +99532 2272727
Supervisory Body: National Bank of Georgia (address: #2
Sanapiro str. Tbilisi)

Facsimile (specimen signature)

Signature (please, print your name in full)

The Client / the Borrower

NAME

Passport/Personal number: 434174430
Address:
Telephone number:
Email:

Facsimile (specimen signature)

Signature (please, print your name in full)