

## Main Terms of the Agreement

### Preamble to the Bank Credit Agreement #

Date:

#### Interest Rate on the Credit

**Type of Interest Rate:** Fixed

**Interest Rate:** Annual X%

**Effective Interest Rate\*:** Y %

#### Financial Expenses:

**Monthly Payment (Principal + Interest):** XXYY GEL/USD/EUR depending on the loan currency

**Final Payment:** ZZYY GEL/USD/EUR depending on the loan currency

#### Other Terms

**Total Credit Amount:** XU GEL/USD/EUR depending on the loan currency

**Total Amount Payable by the Client:** KL GEL/USD/EUR depending on the loan currency

**Term:** YT

**Credit Agreement Validity Period:** Until full satisfaction of liabilities arising hereunder.

#### **Please Note:**

The Client will be notified of revisions in the Important Terms of the Agreement (as provided in this Preamble, including the interest rate) no later than 2 (two) months in advance and of price increase on other financial facilities 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.

**In the case of cash-covered loans in USD/EUR:  
Foreign currency loans may expose clients to a significant risk!**

**Exchange rate fluctuations may significantly increase the amount of loan payments expressed in GEL!**

\* If GEL depreciates by 15%, the effective interest rate on the credit will be XY%

**Bank Credit Agreement #**

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**Interest Rate on the Credit**

**Effective Interest Rate\*:** YXX %

**Financial Expenses/ Other Terms of the Agreement**

**Available Amount of Credit:** TT GEL

**Form of Disbursement:** Single tranche

<b>Bank Credit Agreement #</b>
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TBC Bank JSC (hereinafter referred to as the “Bank”), represented by .....of TBC Bank JSC, on the one hand, and Null (hereinafter the Clients/Borrower) (Personal Number/Passport Number:.....), on the other hand, based on the Agreement on Banking Transactions (hereinafter the “Master Agreement(s)”) between the Parties, hereby agree on the following:

**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 its obligations under this
- 1.2 Key Terms and Conditions of the Bank Credit (loan) are set forth in Article 2 hereof.

**2. Key Terms and Conditions of the Bank Credit**

- |      |                                     |   |
|------|-------------------------------------|---|
| 2.1  | Master Agreement (s):               | Agreement on Banking Transactions             |
| 2.1. | Type of Credit:                     | Cash-covered loan                             |
| 2.2  | Client(s):                          | (Personal Number/Passport Number:             |
| 2.3  | Credit Amount:                      | XX GEL/USD/EUR depending on the loan currency |
| 2.3. | Total Amount Payable by the Client: | YY GEL/USD/EUR depending on loan currency     |
| 2.4  | Term:                               | Days  |
| 2.5  | Interest Rate:                      | Annual X%                                     |
| 2.5. | Type of Interest Rate:              | Fixed   |
| 2.6  | Purpose:                            | Financing personal expenses                   |
| 2.7  | Form of Disbursement:               | Single tranche                                |
| 2.8  | Repayment Schedule:                 | According to the attached Schedule            |

**If there is a grace period on the loan:**

Interest will accrue on the loan continuously and without any changes during the Grace Period and be paid after the Grace Period in accordance with the Repayment Schedule. If the loan is prepaid

in full or partially during the Grace period, the Borrower shall pay all expenses 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 pay the full amount of interest accrued during the Grace Period (and distributed over subsequent scheduled payments), as well as the interest, insurance premium (if any) and other charges accrued after the Grace Period up to the date of prepayment.

2.9 The Bank Credit is secured by: ● Agreement(s) on Securing Liabilities by Deposit;

2.10 Additional Conditions:

If the Client is the user of the TBC Concept service/subscriber to a TBC Concept Plan and cancels the Plan during the term of the loan, the Bank has the right to increase the annual interest rate on the loan by up to 0.5%.

### 3. Other Terms

3.1 This Agreement shall come into force upon signature of the Parties and shall remain in force until full satisfaction of obligations hereunder.

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 laws of Georgia and applicable to this Agreement are set forth in the Master Agreement;

3.3 This Agreement shall herewith be deemed the Client's application for a credit facility and for opening an account(s) and by signing hereunder the Client confirms that:

3.3.1 The Client is thoroughly 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](http://www.tbcbank.ge) (and to all amendments and additions thereto), whereby he/she/it joins the mentioned Agreement.

3.3.2 He/she/it agrees that in order to provide efficient and uninterrupted banking service, TBC Bank is authorized to retrieve the necessary amount/volume of the Client's personal data from the electronic database of LEPL Public Service Development Agency in compliance with the effective legislation;

3.3.3 It agrees that the Bank will open for him/her/it a transaction (current) and/or call deposit account(s) (in any currency) for servicing credits (making payments) / satisfying its liabilities / for depositing/transferring funds into the deposit account(s) and/or for withdrawing/transferring funds from the deposit account(s);

3.3.4 The Bank may use any channel of communication (including electronic, digital, etc.) for notifications

3.4 The Bank may terminate credit relations and/or the validity of any, several or all additional agreements with the Client and/or claim from the latter the repayment of the principal of the credit together with the accrued interest and penalty (if any) and for this purpose, satisfy its claim through the realization of any of the Client's assets (unless otherwise defined by the legislation) and/or the seizure/garnishment of the Client's bank accounts / the unilateral use of funds in the Client's bank account(s), if the Client breaches any term/ obligation assumed under this and/or the Master Agreement and/or any of the conditions for the termination of the Agreement set forth in the Master Agreement(s) occurs.

3.5 Provided: a) the interest rate on 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%.

3.5.1 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 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.

3.5.2 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.

3.6 If the Client/Customer is dissatisfied with the Bank's services, he/she/it can make a complaint (the complaint letter template is available at the Bank's branches and service centres as well as on the Bank website [www.tbcbank.ge](http://www.tbcbank.ge)). 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 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](http://www.tbcbank.ge) or contact the Call Center at 032 2 272727.

3.7 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/it 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 by order of preference. If the Client does not exercise this right, the Bank will deduct the payments in the following order: first, the 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.

3.8 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.

3.9 The Parties agree that any disputes arising out of or in relation to this Agreement shall be taken to the court for examination 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).

3.10 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 examination and final decision in accordance with the following rule: 1) if the value of the subject matter in 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).

- 3.11 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 Achara, 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 (NBS) exchange rate on the day of filing the claim). Furthermore, the Parties agree that the arbitration venue shall be the city of Kutaisi.
- 3.12 The Parties agree upon and set arbitration rules and procedures in accordance with provisions hereunder (the arbitration clause). 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.
- 3.13 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 versions of the arbitration clause, in the case of a dispute, the Parties shall be guided by the arbitration clause envisaged in the most recent agreement between them.
- 3.14 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 by 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.
- 3.15 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 fulfilment 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 email address indicated in Details of the Parties 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 email address indicated in Details of the Parties hereunder. If a notification is sent to the Party by electronic mail at the email address indicated in Details of the Parties hereunder, the receipt thereof (delivery to the Party) shall be confirmed by an extract from the device and/or a confirmation received by means of the device. The Client agrees that the notification sent by email to the electronic mail address indicated in Details of the Parties hereunder shall be deemed delivered if the receipt (delivery to the Party) is confirmed by an extract from the equipment and/or a confirmation received by means of the device.

3.16 The Parties agree that if this credit facility (the Client’s liability) is secured by a Deposit/Certificate of Deposit (CD) and apart from this credit facility, the same Deposit/CD secures the Client’s/third parties’ other credit facility(ies)/liability(ies), in case of incomplete and/or improper fulfillment of any liability(ies) under any credit facility secured by the Deposit/CD, including if any credit facility goes overdue and/or a termination event occurs on any Credit Facility Agreement, the Bank is authorized to prematurely terminate the Deposit/CD Agreement and/or all Credit Facility Agreements secured by the Deposit/CD Agreement and pay off the liabilities (including, prematurely) arising from all the Credit Facility Agreements with funds in the Deposit/CD holder’s deposit /CD account(s) without requesting additional consent from and/or notifying the Client(s).

3.17 This Agreement has been composed in 2 (two) identical counterparts of equal legal force, one for the Bank and one for the Client.

#### Details of the Parties

The Bank  
**TBC Bank JSC**

Identification Number: 204854595

Address: #7 K. Marjanishvili str.

Telephone number: +99532 2272727

Branch address: Service Centre #1 of TBC Bank JSC

Supervisory Body: National Bank of Georgia  
(Address: #2 Sanapiro str., Tbilisi)

The Client/Borrower  
Null

Personal Number/Passport Number:

Address:

Telephone number:

E-mail address:

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Facsimile (specimen signature)

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Facsimile (specimen signature)

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Signature (please print your full name)