თიბისი ბანკი
TBC BANK

Important Terms of the Agreement
Preamble to Bank Credit Agreement

Day, Month, Year

Interest Rate on the Credit

Type of Interest Rate:	**For fixed-rate loans:** Fixed **For adjustable-rate loans (tied to a TIBR/Euribor/Sofr index):** Indexed **For hybrid loans (a combination of fixed-rate and adjustable-rate loans):** Fixed from: Indexed from:
Interest Rate:	**For fixed-rate loans:** Annual X % **For adjustable-rate loans (tied to a TIBR Euribor/Sofr index):** **For EUR currency loans:** Annual X % (6 (six)-month Euribor + Y%) **For USD currency loans:** Annual X % (6 (six)-month Term Sofr + Y%) **For GEL loans with TIBR Index:** Annual X% (1 (one)-month TIBR (Tbilisi Interbank Interest Rate) rounded to the nearest ten thousandth. +Y%) **For hybrid (mixed-rate) loans:** From - annual fixed X%

	From (hereinafter the Date of Revision) the annual indexed interest rate will equal X % (hereinafter the Base Rate) plus the Public Index as of the Date of Revision.
Effective Interest Rate:	X%
	For adjustable-rate loans (tied to a TIBR/**Euribor/Sofr index):**
	The Effective Interest Rate calculation is based on the assumption that the index as of the Execution Date of the Agreement will not change throughout its validity period.
	For hybrid (mixed-rate) loans:
	The Effective Interest Rate calculation is based on the following assumption: the Fixed Interest Rate (the rate applicable to fixed-rate periods) shall apply to the Fixed-Rate Period(s) under this Agreement, and upon the expiration of the Fixed-Rate Period up to loan maturity, the interest will be calculated as follows - the Public Index as of the Date of Execution of the Agreement plus the Bank's interest (the Base Rate).
	The Effective Interest Rate calculation is based on the assumption that the index as of the Execution Date of the Agreement will not change throughout its validity period.
Commitment Fee:	**If the loan is disbursed in tranches**
	--% of the undrawn amount

Financial Expenses:

Monthly Payment (principal +interest):	Y
Final Payment:	According to the attached Schedule.
Disbursement Fee	
Cash Withdrawal Fee	
Insurance Expenses	

Other Terms of the Agreement

Total Credit Amount:	

Total Amount Payable by the Client:	
Term:	(days)
Credit Agreement Validity Period:	Until liabilities arising under this Agreement are fully satisfied
Late Payment Penalty:	No more than one-time payment of 10 (ten) / 10 (ten) EUR / 20 (twenty) GEL (depending on the loan currency) until the obligations hereunder are fully satisfied. 0.5% for each overdue day (no more than 0.27% of the outstanding principal balance). 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 off shall not exceed 1.5x the current outstanding principal balance.
Early Repayment Fee:	**For fixed-rate loans:** If paid off / closed: 2% (but no more than the maximum threshold per period, as stipulated herein). X% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than 0-Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment. This provision applies during a calendar month, once only. X% if paid off with own funds. Z% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment. But no more than: 2% - with more than 24 months left to credit maturity 1% - with 12 to 24 months left to credit maturity 0.5% - with 6 to 12 months left to credit maturity 0% - with less than 6 months left to credit maturity

For adjustable-rate loans (tied to a TIBR**Euribor/Sofr index):**

If paid off / closed: 0.5% (but no more than the maximum threshold per period, as stipulated herein).

X% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than 0-Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment. This provision applies during a calendar month, once only.

X% if paid off with own funds.

Z% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment.

But no more than:

0.5% - with more than 6 left until the expiration of the agreement

0% - with less than 6 months left until the expiration of the agreement

If there of 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.

External Refinancing Fee:

For fixed-rate loans:

2% of the scheduled monthly principal, accrued interest and insurance premium at the time of payment, but no more than:

2% - with more than 24 months left to credit maturity

1% - if 12 to 24 months left to credit maturity

0.5% - if 6 to 12 months left to credit maturity

0% - with less than 6 months left to credit maturity

For adjustable-rate loans (tied to a TIBR**Euribor/Sofr index):**

0.5% of the amount paid towards the outstanding principal balance at the time of payment, but no more than:

0.5% - with more than 6 months left until the expiration of the agreement

0% - with less than 6 months left until the expiration of the agreement

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 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.
For loans disbursed without creditworthiness analysis: • In the case of default, the loan claim related to the loan shall be deemed satisfied only through the application of measures envisaged by the laws of Georgia against the collateral securing this loan (including realization and/or repossession of the asset(s)).
For adjustable-rate loans (tied to a TIBR/Euribor/Sofr index): **Indexed interest rates (except inflation-indexed) expose customers to a significant risk!** **Changes in the Public Index may significantly increase the amount of payments.** For GEL loans: **If the index grows by 5% after the disbursement of the credit to the expiration of the agreement, the estimated effective interest rate will be X%.** For foreign currency loans: **If the index grows by 3% after the disbursement of the credit to the expiration of the agreement, the estimated effective interest rate will be X%.**

For foreign currency loans:

Foreign currency loans may expose customers to a significant risk!

- **Changes in the exchange rate may significantly increase the amount of loan payments expressed in GEL!**
- **If GEL depreciates by 15%, the estimated effective interest rate on the credit will be XX1%.**

Useful information for customers 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 #

Interest Rate on the Credit Effective Interest Rate: X%

monthly Interest: X.P% (one twelfth of the annual interest rate on the principal balance of the credit)

Financial Expenses/ Other Terms of the Agreement

Available Amount of Credit: XYZ. GEL/USD/EUR

Form of Disbursement: Drawdown through X tranches

Agreement on Additional Terms of the Bank Credit Agreement # XXX

TBC Bank JSC (hereinafter referred to as the "Bank"), represented by its (position, name, surname) on the one hand, and **(name, surname)** (hereinafter the "Client"/"Borrower") (**Passport/Personal Number**:), based on the Agreement on Banking Transactions (hereinafter the "Master Agreement") made between the Parties, hereby agree on the following:

If there are any conditions precedent to the disbursement of the loan:

1.1 Preconditions/conditions precedent to the disbursement of the credit facility under the Bank Credit Agreement #------------ (hereinafter the Additional Agreement) shall be defined as follows:
1.1.1 The Client is liable to submit the following documents/carry out the following actions/fulfill the following obligations before the disbursement of the credit facility:
1.1.1.1 Name of the document to be submitted:

If there are any conditions subsequent to the disbursement of the loan

1.2 Conditions Subsequent on the credit product under Bank Credit Agreement #------------ shall be as follows:
1.2.1 The Client is liable to submit the following documents/carry out the following actions/fulfill the following obligations after the disbursement of the credit facility:
1.2.1.1 Name of the document to be submitted:

If the loan is being paid off

1.2.2 The credit facility(ies) listed below shall be paid off after the credit disbursement:

1.2.2.1. paid off after the credit disbursement (Credit ID):

If the partial repayment of the loan is requested

1.2.3 The credit facility(ies) listed below shall be partly repaid (the liability shall be amortized) after the credit disbursement:

1.2.3.1 shall be partly repaid after the credit disbursement (Credit ID):

1.3 The Bank will be entitled to carry out any/several or all actions described below if any precondition, additional condition and/or the Bank's requirement set for the Client is not fulfilled (is breached):

1.3.1 Unilaterally increase the interest rate by maximum 4% by notifying the Client thereof; The interest rate shall decrease to the level before the breach (non-fulfillment 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 Client fulfills the Bank's precondition, additional condition or requirement and informs the Bank thereon);

1.3.2 Require the Client to deposit a particular amount of money into an account indicated by the Bank, to secure the Client's liability;

1.3.3 Use (exercise) other rights conferred to the Bank under the Master and/or Additional Agreement(s);

Only for GEL loans with floating interest rate (TIBR):

1.4 The Bank will also have the right to unilaterally increase the interest rate by 4% by notifying the Client thereof if any of the circumstances listed below occur:
- If the total outstanding principal of the Client's loans is more than 400 000 GEL;
- If the Client's monetary obligation before any, several or all commercial banks is overdue totally for more than 30 (thirty) days (the total of 30 day overdue liability is registered in the Client's name);
- The Bank considers that the Client's financial and/or property status deteriorated;
- Without the Bank's prior written approval the Client undertakes any liability before other credit/financial institutions (including from banks, MFOs); Besides, the Client is liable to submit to the Bank a written certificate on existence/non-existence of the aforementioned liability upon request;

In case of a restructured loan:

1.5 Along with the sanctions hereunder, the Bank is also entitled to request the Client and if requested, the Client is liable to pay the Bank the amount(s) of late payment penalties (-- GEL; USD; EUR) accrued due to overdue payments on credit facilities repayable/payable under the Additional Agreement.

1.6 If the Client breaches the credit purpose under the Additional Agreement, the Client is not released from criminal liability. The Bank is entitled to apply to law-enforcement agencies operating in Georgia to request the initiation of investigation and imposition of criminal liability on the person in line with the legislation of Georgia along with other actions hereunder (under a relevant paragraph/subparagraphs);

1.7 The Agreement is an integral part of the Additional Agreement

1.8 The Agreement shall come into force upon its signing by the Parties

1.9 The Agreement has been executed in 2 (two) identical counterparts of equal legal force, one of which will be deposited with the Bank and one – be handed over to the Client.

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TBC BANK

Bank Credit Agreement #

Tbilisi **Date**

TBC Bank JSC (hereinafter referred to as the "Bank"), represented by its (position, name, surname) on the one hand, and **(name, surname)** (hereinafter the "Client"/"Borrower") (**Passport/Personal Number**:), based on the Agreement on Banking Transactions (hereinafter the "Master Agreement") made 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 Agreement.

1.2. Key Terms and Conditions of the Bank Credit (loan) are set forth in Article 2 hereof.

1.3 The loan amount disbursed hereunder will be credited to the Borrower's account and transferred therefrom to the organization's account without the Borrower's additional consent.

1.3.1. If it was not possible to transfer to the Borrower the ownership of the thing/service to be purchased with the loan amount, the Bank is entitled to transfer the credit amount paid back to the Borrower's account and then use the funds towards complete prepayment of the loan without the Borrower's additional consent (by direct debit).

2. Key Terms and Conditions of the Bank Credit

2.1	Master Agreement(s):	Agreement on Banking Transactions
2.1.1	Type of Credit:	
2.2	Client(s):	**Name, surname (passport/personal number)**
2.3	Amount of Credit:	
2.3.1	Total Amount Payable by the Client:	

2.4 Term: Days

2.5 Interest Rate: **for fixed-rate loans**

Annual X%

For hybrid (mixed-rate) loans:

From– annual fixed X% (the interest rate will apply to maturity unless this Agreement provides for a subsequent period when the annual fixed interest rate is revised).

From (hereinafter the Date of Revision) the annual indexed interest rate will equal X6% (hereinafter the Base Rate) plus the Public Index as of the Date of Revision, but not lower than XZZ% or higher than YZZ%.

For adjustable-rate loans (tied to the Rate/TIBR/EURIBOR/SOFR:

for indexed loans in GEL(Loan with TIBR Index)

For One term loans:

Annual KL% (YX% (hereinafter the "Base Rate") plus 1(one)-month TIBR (Tbilisi Interbank Interest Rate) rounded to the nearest ten thousandth as of 1 (one) day prior to singing this Agreement. TIBR (hereinafter "TIBR") is the weighted average interest rate applied to local currency (GEL)-denominated short term interbank uncollateralized loans.

The Annual Interest Rate will be revised (decrease or increase) each month (hereinafter the "Date of Revision") by the same amount as 1 (one)-month TIBR (whether it decreases or increases) (if the interest rate is revised, the Bank will use 1 (one)-month TIBR as of 1 (one) day prior to the Date of Revision of the interest rate.

Example #1: If the Interest Rate on the bank credit is 10% as of the Date of Disbursement (of the full credit amount or its first part) and 1 (one) month after the Date of Disbursement, 1 (one)-month TIBR decreases by 0.25%, the Interest Rate on the credit will decrease accordingly to 9.75%.

Example #2: If the Interest Rate on the bank credit is 10% as of the Date of Disbursement (of the full credit amount or its first part) and 1 (one) month after the Date of Disbursement, 1 (one)-month TIBR increases by 0.25%, the Interest Rate on the credit will increase accordingly to 10.25%.

Information about TIBR (index values) is available at any time on: https://nbg.gov.ge/monetary-policy/tibr.

The interest rate consists of the Base Rate plus the Base Rate Supplement.

The Base Rate Supplement/Public Index is 1 (one)-month TIBR as of 1 (one) day prior to the Date of Execution of this Agreement, which may change (increase or decrease) by the same value as 1 (one)-month TIBR (whether it increases or decrease).The revised interest rate will accrue unilaterally, each month following the Date of Disbursement of the credit.

If the Base Rate Supplement / Public Index changes, the Client will be notified thereof within 10 (ten) calendar days of the Date of Revision.

The Base Rate - is the interest rate set by the Bank which may change (increase or decrease). The need for revision and the new rate will be determined based on the credit policy effective in the Bank, the agreements between the Bank and the Client and/or the changes in interest rates on the Georgian credit market. If the interest rate is revised, the Bank is authorized to charge the difference unilaterally by notifying the Client thereof two months in advance (unless the revision is made based on the provisions of the bilateral agreement between the Bank and the Client). The difference will be charged two months after the Client is notified;

In any case, the minimum threshold of the Annual Interest Rate (the Base Rate plus the Base Rate Supplement (Public Index) shall not be below Y% (hereinafter the Minimum Interest Rate) or the Base Rate (if the Minimum Interest Rate and the Base Rate are not equal, the higher of the two shall be the minimum threshold of the interest rate applied to the Bank Credit), while the upper threshold shall not exceed Z%.

To avoid any misunderstanding/ ambiguity, the Parties hereunder declare and agree that if during the validity period of the Bank Credit Agreement, the Base Rate Supplement (the Public Index) envisaged therein decreases to a negative value (below zero), the value of the Base Rate Supplement (the Public Index) will be defined as zero for the purpose of this Agreement.

For loans with more than one term

From YY.ZZ.SSSS - annual fixed Y% (the interest rate will apply to credit maturity unless this Agreement envisages a subsequent period when the Annual Fixed Interest Rate is subject to revision).

ZZ.TT.SSSS - annual X (hereafter the " Date of Revision of the interest rate ").

Over the entire validity period of the bank credit agreement, the annual indexed interest rate (hereinafter the “Indexed Interest Rate”) shall equal Y% (hereinafter the “Base Rate”) plus 1 (one) month TIBR (Tbilisi Interbank Rate) (hereinafter the “Public Index”) as of 1 (one) day prior to the Date of Revision of the interest rate. TIBR (hereinafter “TIBR”) is the weighted average interest rate applied to local currency (GEL)-denominated short term interbank uncollateralized loans.

The Indexed Interest Rate (the Base Rate plus the Public Index) will be revised (decrease or increase) each month (hereinafter the "Date of Revision") by the same amount as 1 (one)-month TIBR (whether it decreases or increases) (if the interest rate is revised, the Bank will use 1 (one)-month TIBR as of 1 (one) day prior to the Date of Revision.

If the Base Rate Supplement / Public Index changes, the Client will be notified thereof within 10 (ten) calendar days of the Date of Revision.

Example #1: If the Indexed Interest Rate on the bank credit is 10% as of the Date of Revision of the interest rate and 1 (one) month after the Date of Revision of the interest rate, 1 (one)-month TIBR decreases by 0.25%, the Indexed Interest Rate on the credit will decrease accordingly to 9.75%.

Example #2: If the Indexed Interest Rate on the bank credit is 10% as of the Date of Revision of the interest rate and 1 (one) month after the Date of Revision of the interest rate, 1 (one)-month TIBR increases by 0.25%, the Indexed Interest Rate on the credit will increase accordingly to 10.25%.

Information about TIBR (index values) is available at any time on: https://nbg.gov.ge/monetary-policy/tibr.

The interest rate consists of the Base Rate plus the Base Rate Supplement.

The Base Rate Supplement/Public Index is 1 (one)-month TIBR as of 1 (one) day prior to the Date of Revision of the interest rate that may be revised (increase or decrease) by the same value as 1 (one)-month TIBR (whether it increases or decreases). The revised interest rate will accrue unilaterally, each month following the Date of Revision of the interest rate.

If the Base Rate Supplement / Public Index changes, the Client will be notified thereof within 10 (ten) calendar days of the Date of Revision.

The Base Rate - is the interest rate set by the Bank which may change (increase or decrease). The need for revision and the new rate will be determined based on the credit policy effective in the Bank, the agreements between the Bank and the Client and/or the changes in interest rates on the Georgian credit market. If the interest rate is revised, the Bank is authorized to charge the difference unilaterally by notifying the Client thereof two months in advance (unless the revision is made based on the provisions of the bilateral agreement between the Bank and the Client). The difference will be charged two months after the Client is notified;

In any case, the minimum threshold of the Annual Interest Rate (the Base Rate plus the Base Rate Supplement (Public Index) as of the Date of Revision and/or thereafter to credit maturity shall not be below K% (hereinafter the Minimum

Interest Rate) or the Base Rate (if the Minimum Interest Rate and the Base Rate are not equal, the higher of the two shall be the minimum threshold of the interest rate applied to the Bank Credit), while the upper threshold shall not exceed XX%.

The Parties specify that in dates expressed in figures, the first number will refer to the day of month and the second to the month of year.

To avoid any misunderstanding/ ambiguity, the Parties hereunder declare and agree that if during the validity period of the Bank Credit Agreement, the Base Rate Supplement (the Public Index) envisaged therein decreases to a negative value (below zero), the value of the Base Rate Supplement (the Public Index) will be defined as zero for the purpose of this Agreement.

for indexed loans in USD:

For One term loans:

Annual Y% (Z.X000% (hereinafter the Base Rate) plus 6 (six) month "Term SOFR" as of 2 (two) days prior to the Date of Execution of this Agreement, rounded to the nearest ten thousandth (hereinafter the "Base Rate Supplement")). Term SOFR - the Secured Overnight Financing Rate, administered by CME Group Benchmark Administration Limited, authorized by the UK Financial Conduct Authority (FCA)The Annual interest rate will be revised (decrease or increase) in every 6 (six) months by the same percent as 6-(six) month "Term SOFR" (if the Interest Rate is revised, the Bank will use 6 (six)-month "Term SOFR" as of 2 (two) days before the Date of Revision).

Example #1: If the Interest Rate on the bank credit is 10% as of the Date of Disbursement (of the full amount of its first tranche) and after 6 (six) months from the Date of Disbursement the 6 (six)-month "Term SOFR" decreases by 0.25%, the Interest Rate on the credit will decrease accordingly to 9.75%.

Example #2: If the Interest Rate on the bank credit is 10% as of the Date of Disbursement (of the full amount of its first tranche) and after 6 (six) months from the Date of Disbursement the 6 (six)-month "Term SOFR" increases by 0.25%, the Interest Rate on the credit will increase accordingly to 10.25%.

Information about Term SOFR (index values) is available at any time on: https://www.cmegroup.com/market-data/cme-group-benchmarkadministration/term-sofr.html#.

The interest rate consists of the Base Rate plus the Base Rate Supplement(the Public Index).

The Base Rate Supplement/Public Index is the 6 (six) month "Term SOFR" effective as of the day of the signing hereof that may be revised (increase or decrease) by the same percent as the 6 (six)-month “Term SOFR“ (whether it increases or decreases). The revised interest rate will be charged unilaterally once in every 6 (six) months of the credit disbursement. If the Base Rate Supplement/Public Index is revised, the Bank will notify the Client thereof within 10 (ten) calendar days of the Date of Revision;

The Base Rate is the interest rate set by the Bank which may change (increase or decrease). The need for revision and the new rate will be determined based on the credit policy effective in the Bank, the agreements between the Bank and the Client and/or the changes in interest rates on the Georgian credit market. If the interest rate is revised, the Bank is authorized to charge the difference unilaterally by notifying the Client thereof two months in advance (unless the revision is made based on the provisions of the bilateral agreement between the Bank and the Client). The difference will be charged two months after the Client is notified.

In any case, the minimum threshold of the Annual Interest Rate (the Base Rate plus the Base Rate Supplement (Public Index)) shall not be below P % (hereinafter the Minimum Interest Rate) or the Base Rate (or, if the Minimum Interest Rate and the Base Rate are not equal, the higher of the two shall be the minimum threshold of the interest rate applied to the Bank Credit), while the upper threshold shall not exceed YT%.

To avoid any misunderstanding/ ambiguity, the Parties hereunder declare and agree that during the validity period of the Bank Credit Agreement, the Base Rate Supplement (the Public Index) envisaged therein decreases to a negative value (below zero), the value of the Base Rate Supplement (the Public Index) will be defined as zero for the purpose of this Agreement.

If the Public Index envisaged in the Agreement is cancelled and/or the Public Index is no longer available and/or is substantially revised, the Bank may unilaterally (without the Client’s further consent) replace the Public Index envisaged in the Agreement with an equivalent or approximately equivalent global stock market index (hereinafter the “New Public Index”) and make amendments so that the replacement of the Public Index indicated in the Agreement and the mentioned change do not cause the increase and/or decrease of the total Interest Rate payable by the Client as of the date and time of Revision.

The New Public Index – 1. will be a global stock market index equal or approximately equal to the Public Index set forth in the Agreement; 2. will have or will be expected to have the same purpose as the Public Index set forth in the Agreement; 3. will be the Public Index to be used by creditors for similar loans under at-the-market offering.

For loans with more than one term

From TR.YX.XYTR (hereinafter the "Date of Revision") and through the entire validity period of the Bank Credit Agreement, the Annual Indexed Interest Rate (hereinafter the "Indexed Interest Rate") shall equal the following: T.R000% (hereinafter "the Base Rate") plus 6(six)-month Term SOFR as of 2 (two) days before the Date of Revision (rounded to the nearest ten thousandth). Term SOFR - the Secured Overnight Financing Rate, administered by CME Group Benchmark Administration Limited, authorized by the UK Financial Conduct Authority (FCA).

The Indexed Interest Rate (The Base Rate plus the Public Index) will be revised (increased or decreased) in every 6 (six) months by the same percent as the 6 (six)- month Public Index (whether it increases or decreases) (if the Interest Rate is revised, the Bank will use 6 (six)-month "Term SOFR" as of 2 (two) days before the Date of Revision). The revised interest rate will be charged unilaterally once in every 6 (six) months from the Date of Revision. If the Public Index is revised, the Bank will notify the Client thereof within 10 (ten) calendar days of the Date of Revision.

Example #1: If the Indexed Interest Rate on the bank credit is 10% as of the Date of Revision and after 6 (six) months from the Date of Revision, the 6 (six)-month Public Index rate decreases by 0.25%, the Indexed Interest Rate on the credit will Decrease accordingly to 9.75%.

Example #2: If the Indexed Interest Rate on the bank credit is 10% as of the Date of Revision and after 6 (six) months from the Date of Revision the 6 (six)-month Public Index rate increases by 0.25%, the Indexed Interest Rate on the credit will increase accordingly to 10.25%.

Information about Term SOFR (index values) is available at any time on: https://www.cmegroup.com/market-data/cme-group-benchmarkadministration/term-sofr.html#.

The interest rate consists of the Base Rate plus the Base Rate Supplement(the Public Index).

The Base Rate Supplement/Public Index is the 6 (six) month "Term SOFR" as of the day of the signing hereof that may be revised (increase or decrease) by the same percent as the 6 (six)-month "Term SOFR" (whether it increases or decreases). The revised interest rate will be charged unilaterally once in every 6 (six) months of the credit disbursement. If the Base Rate Supplement/Public Index is revised, the Bank will notify the

Client thereof within 10 (ten) calendar days of the Date of Revision;

The Base Rate is the interest rate set by the Bank which may change (increase or decrease). The need for revision and the new rate will be determined based on the credit policy effective in the Bank, the agreements between the Bank and the Client and/or the changes in interest rates on the Georgian credit market. If the interest rate is revised, the Bank is authorized to charge the difference unilaterally by notifying the Client thereof two months in advance (unless the revision is made based on the provisions of the bilateral agreement between the Bank and the Client). The difference will be charged two months after the Client is notified.

In any case, the minimum threshold of the Annual Interest Rate (the Base Rate plus the Base Rate Supplement (Public Index)) shall not be below X% (hereinafter the Minimum Interest Rate) or the Base Rate (or, if the Minimum Interest Rate and the Base Rate are not equal, the higher of the two shall be the minimum threshold of the interest rate applied to the Bank Credit), while the upper threshold shall not exceed YT%. The Parties specify that in dates expressed in figures, the first number will refer to the day of month and the second to the month of year.

To avoid any misunderstanding/ ambiguity, the Parties hereunder declare and agree that during the validity period of the Bank Credit Agreement, the Base Rate Supplement (the Public Index) envisaged therein decreases to a negative value (below zero), the value of the Base Rate Supplement (the Public Index) will be defined as zero for the purpose of this Agreement.

If the Public Index envisaged in the Agreement is cancelled and/or the Public Index is no longer available and/or is substantially revised, the Bank may unilaterally (without the Client's further consent) replace the Public Index envisaged in the Agreement with an equivalent or approximately equivalent global stock market index (hereinafter the "New Public Index") and make amendments so that the replacement of the Public Index indicated in the Agreement and the mentioned change do not cause the increase and/or decrease of the total Interest Rate payable by the Client as of the date and time of Revision.

The New Public Index – 1. will be a global stock market index equal or approximately equal to the Public Index set forth in the Agreement; 2. will have or will be expected to have the same purpose as the Public Index set forth in the Agreement; 3. will be the Public Index to be used by creditors for similar loans under at-the-market offering.

for indexed loans in EUR:

For One term loans:

Annual P.Y% (T.Y000% (hereinafter the Base Rate) plus 6 (six) month "Euribor" as of 2 (two) days prior to the Date of Execution of this Agreement, rounded to the nearest ten thousandth (hereinafter the "Base Rate Supplement")). "Euribor" - Euro Interbank Offered Rate The Annual interest rate will be revised (decrease or increase) in every 6 (six) months by the same percent as 6-(six) month "Euribor" (if the Interest Rate is revised, the Bank will use 6 (six)-month "Euribor" as of 2 (two) days before the Date of Revision).

Example #1: If the Interest Rate on the bank credit is 10% as of the Date of Disbursement (of the full amount of its first tranche) and after 6 (six) months from the Date of Disbursement the 6 (six)-month "Euribor" decreases by 0.25%, the Interest Rate on the credit will decrease accordingly to 9.75%.

Example #2: If the Interest Rate on the bank credit is 10% as of the Date of Disbursement (of the full amount of its first tranche) and after 6 (six) months from the Date of Disbursement the 6 (six)-month "Euribor" increases by 0.25%, the Interest Rate on the credit will increase accordingly to 10.25%.

Information about the EURIBOR rate (index values) is available anytime on https://www.global-rates.com/en/interest-rates/euribor/euribor.aspx.

The interest rate consists of the Base Rate plus the Base Rate Supplement(the Public Index).

The Base Rate Supplement/Public Index is the 6 (six) month "Euribor" effective as of the day of the signing hereof that may be revised (increase or decrease) by the same percent as the 6 (six)-month "Euribor" (whether it increases or decreases). The revised interest rate will be charged unilaterally once in every 6 (six) months of the credit disbursement. If the Base Rate Supplement/Public Index is revised, the Bank will notify the Client thereof within 10 (ten) calendar days of the Date of Revision;

The Base Rate is the interest rate set by the Bank which may change (increase or decrease). The need for revision and the new rate will be determined based on the credit policy effective in the Bank, the agreements between the Bank and the Client and/or the changes in interest rates on the Georgian credit market.If the interest rate is revised, the Bank is authorized to charge the difference unilaterally by notifying the Client thereof two months in advance (unless the revision is made based on the provisions of the bilateral agreement between the Bank and the

Client). The difference will be charged two months after the Client is notified.

In any case, the minimum threshold of the Annual Interest Rate (the Base Rate plus the Base Rate Supplement (Public Index)) shall not be below P% (hereinafter the Minimum Interest Rate) or the Base Rate (or, if the Minimum Interest Rate and the Base Rate are not equal, the higher of the two shall be the minimum threshold of the interest rate applied to the Bank Credit), while the upper threshold shall not exceed YX%.

To avoid any misunderstanding/ ambiguity, the Parties hereunder declare and agree that during the validity period of the Bank Credit Agreement, the Base Rate Supplement (the Public Index) envisaged therein decreases to a negative value (below zero), the value of the Base Rate Supplement (the Public Index) will be defined as zero for the purpose of this Agreement.

If the Public Index envisaged in the Agreement is cancelled and/or the Public Index is no longer available and/or is substantially revised, the Bank may unilaterally (without the Client's further consent) replace the Public Index envisaged in the Agreement with an equivalent or approximately equivalent global stock market index (hereinafter the "New Public Index") and make amendments so that the replacement of the Public Index indicated in the Agreement and the mentioned change do not cause the increase and/or decrease of the total Interest Rate payable by the Client as of the date and time of Revision.

The New Public Index – 1. will be a global stock market index equal or approximately equal to the Public Index set forth in the Agreement; 2. will have or will be expected to have the same purpose as the Public Index set forth in the Agreement; 3. will be the Public Index to be used by creditors for similar loans under at-the-market offering.

For loans with more than one term

From YZ.ZT.TXPT (hereinafter the "Date of Revision") and through the entire validity period of the Bank Credit Agreement, the Annual Indexed Interest Rate (hereinafter the "Indexed Interest Rate") shall equal the following: X.Y000% (hereinafter "the Base Rate") plus 6(six)-month EURIBOR (Euro Interbank Offered Rate, hereinafter the "Public Index") as of 2 (two) days before the Date of Revision (rounded to the nearest ten thousandth).

The Indexed Interest Rate (The Base Rate plus the Public Index) will be revised (increased or decreased) in every 6 (six) months by the same percent as 6 (six)- month Public Index (whether it increases or decreases) (if the Interest Rate is revised, the Bank will use 6 (six)-month "Euribor" as of 2 (two) days before the

Date of Revision). The revised interest rate will be charged unilaterally once in every 6 (six) months from the Date of Revision. If the Public Index is revised, the Bank will notify the Client thereof within 10 (ten) calendar days of the Date of Revision.

Example #1: If the Indexed Interest Rate on the bank credit is 10% as of the Date of Revision and after 6 (six) months from the Date of Revision, the 6 (six)-month Public Index rate decreases by 0.25%, the Indexed Interest Rate on the credit will Decrease accordingly to 9.75%.

Example #2: If the Indexed Interest Rate on the bank credit is 10% as of the Date of Revision and after 6 (six) months from the Date of Revision the 6 (six)-month Public Index rate increases by 0.25%, the Indexed Interest Rate on the credit will increase accordingly to 10.25%.

Information about the EURIBOR rate (index values) is available anytime on https://www.global-rates.com/en/interest-rates/euribor/euribor.aspx.

The interest rate consists of the Base Rate plus the Base Rate Supplement(the Public Index).

The Base Rate Supplement/Public Index is the 6 (six) month “Euribor“ as of the day of the signing hereof that may be revised (increase or decrease) by the same percent as the 6 (six)-month “Euribor“ (whether it increases or decreases). The revised interest rate will be charged unilaterally once in every 6 (six) months of the credit disbursement. If the Base Rate Supplement/Public Index is revised, the Bank will notify the Client thereof within 10 (ten) calendar days of the Date of Revision;

The Base Rate is the interest rate set by the Bank which may change (increase or decrease). The need for revision and the new rate will be determined based on the credit policy effective in the Bank, the agreements between the Bank and the Client and/or the changes in interest rates on the Georgian credit market. If the interest rate is revised, the Bank is authorized to charge the difference unilaterally by notifying the Client thereof two months in advance (unless the revision is made based on the provisions of the bilateral agreement between the Bank and the Client). The difference will be charged two months after the Client is notified.

In any case, the minimum threshold of the Annual Interest Rate (the Base Rate plus the Base Rate Supplement (Public Index)) shall not be below P% (hereinafter the Minimum Interest Rate) or the Base Rate (or, if the Minimum Interest Rate and the Base Rate are not equal, the higher of the two shall be the minimum threshold of the interest rate applied to the Bank Credit), while the upper threshold shall not exceed PY%.

The Parties specify that in dates expressed in figures, the first number will refer to the day of month and the second to the month of year.

To avoid any misunderstanding/ ambiguity, the Parties hereunder declare and agree that during the validity period of the Bank Credit Agreement, the Base Rate Supplement (the Public Index) envisaged therein decreases to a negative value (below zero), the value of the Base Rate Supplement (the Public Index) will be defined as zero for the purpose of this Agreement.

If the Public Index envisaged in the Agreement is cancelled and/or the Public Index is no longer available and/or is substantially revised, the Bank may unilaterally (without the Client's further consent) replace the Public Index envisaged in the Agreement with an equivalent or approximately equivalent global stock market index (hereinafter the "New Public Index") and make amendments so that the replacement of the Public Index indicated in the Agreement and the mentioned change do not cause the increase and/or decrease of the total Interest Rate payable by the Client as of the date and time of Revision.

The New Public Index – 1. will be a global stock market index equal or approximately equal to the Public Index set forth in the Agreement; 2. will have or will be expected to have the same purpose as the Public Index set forth in the Agreement; 3. will be the Public Index to be used by creditors for similar loans under at-the-market offering

2.5.1 Type of Interest Rate:

For fixed-rate loans:

Fixed

For adjustable-rate loans (tied to the Rate/TIBR/EURIBOR/SOFR:

Indexed

For hybrid (mixed-rate) loans:

From - fixed

From - indexed

2.6 Purpose:

2.7 Form of Disbursement: To be drawn in tranches / single tranche

2.8 Repayment Schedule: According to the attached Schedule.

For hybrid (mixed-rate) loans:

After the Date of Revision, the Schedule will be revised according to Annual Interest Rate revision rule(s) set out in Paragraph 2.5 of this Agreement. After the Date of Revision, the updated credit repayment schedule will be available to the Client through various electronic/remote channels of the Bank. Furthermore, the Client may request and receive the updated Repayment Schedule at any branch/service centre of the Bank.

If the Client/Borrower draws a tranche, the Bank will set up an annuity plan (equal payments of principal and interest at equal intervals) to match with the term of the tranche. The loan must be repaid according to the Repayment Schedule drawn up by the Bank, which does not require the Client's signature.

The Schedule drawn up by the Bank will be available at any TBC Bank branch or service centre and in your internet banking account.

If there of 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 Fixed Late Payment Penalty: No more than one-time payment of 10 (ten) / 10 (ten) EUR / 20.00 (twenty) GEL (depending on the loan currency) until the obligations hereunder are fully satisfied.

0.5% for each overdue day (no more than 0.27% of the outstanding principal balance). 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 off shall not exceed 1.5x the current outstanding principal balance

2.10 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.

2.11 Early Repayment Fee: **For fixed-rate loans:**

If paid off / closed: 2% (but no more than the maximum threshold per period, as stipulated herein).

X% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than 0-Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment. This provision applies during a calendar month, once only.

X% if paid off with own funds.

Z% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment.

But no more than:

2% - with more than 24 months left to credit maturity

1% - with 12 to 24 months left to credit maturity

0.5% - with 6 to 12 months left to credit maturity

0% - with less than 6 months left to credit maturity

For adjustable-rate loans (tied to a /TIBR/ Euribor/Sofr index):

If paid off / closed: 0.5% (but no more than the maximum threshold per period, as stipulated herein).

X% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than 0-Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment. This provision applies during a calendar month, once only.

X% if paid off with own funds.

Z% of the amount paid towards the outstanding principal balance – if the prepaid amount is more than Yx the scheduled monthly principal, accrued interest and insurance premium at the time of payment.

But no more than:

0.5% - with more than 6 left until the expiration of the agreement

0% - with less than 6 months left until the expiration of the agreement

2.12 External Refinancing Fee:

For fixed-rate loans:

2% of the scheduled monthly principal, accrued interest and insurance premium at the time of payment, but no more than:

2% - with more than 24 months left to credit maturity

1% - if 12 to 24 months left to credit maturity

0.5% - if 6 to 12 months left to credit maturity

0% - with less than 6 months left to credit maturity

For adjustable-rate loans (tied to a /TIBR/ Euribor/Sofr index):

0.5% of the amount paid towards the outstanding principal balance at the time of payment, but no more than:

0.5% - with more than 6 months left until the expiration of the agreement

0% - with less than 6 months left until the expiration of the agreement

2.13	Approval Fee:	
2.14	Disbursement Fee:	
2.15	Commitment Fee:	X% of the undrawn amount.
2.16	Additional Conditions:	The Borrower(s) hereby agrees to get the pledged automobile insured minimum at the fair market value at the Insurance Company chosen by the Borrower during the Validity Period and the term indicated in Paragraph 2.4 of the Bank Credit Agreement and pursuant to the terms and conditions set by the Bank.

The Borrower(s) hereby agrees to obtain property insurance on the Mortgaged Item within the amount of the credit (in line with the insurance coverage indicated in the Property Insurance Policy/ies) of the Credit and the term indicated in Paragraph 2.4 of the Bank Credit Agreement and pursuant to the terms and conditions set by the Bank, for the current credit balance at the Insurance Company chosen by him/her, provided the Bank is the only beneficiary of the insurance policy(ies).

The Borrower(s) hereby agrees to get his/her life and/or accident insurance for the current credit amount (in line with the insurance coverage limit indicated in the Life Insurance Policy/ies) pursuant of the Credit and the term indicated in Paragraph 2.4 of the Bank Credit Agreement and pursuant to the terms and conditions set by the Bank, for the current credit balance at the Insurance Company chosen by him/her, provided the Bank is the only beneficiary of the insurance policy (ies).

The Borrower represents and warrants that when the Bank offered him/her 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 was provided with information / brochures on the companies' terms and conditions. The Borrower chose XXXXXXX.

The Borrower(s) shall pay the insurance premium/insurance management fee/any insurance-related charge during the term of the loan, according to the Repayment Schedule.

If the Insurance Premium payable by the Insured becomes overdue, the Insured authorizes the Beneficiary (Bank) to pay on its own and at its own discretion the Insured person'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 Clients) in compliance with aforementioned provision, the Bank is authorized to claim from the Insured (the Clients) the full amount of the Insurance Premium paid by the Bank to the Insurer.

The Insurance shall be deemed terminated/suspended (as decided by the Bank) provided the Insurance Premium payable by the Insured (the Client(s)) 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 liability of the Insured towards the Bank has been paid off. However, occurrences taking place during the period when the payment is overdue (during the period of liability) are not subject to indemnification. Insurance coverage (shares): (name, surname, personal number): X%

After the liabilities (credit products(s)) hereunder are paid off/ cancelled (provided the purpose of the Agreement is the repayment/refinancing of the existing credit liabilities only), if there is available balance remaining in the Client's account out of the funds paid towards the aforementioned liabilities (credit product(s)), based on the Bank's unilateral decision, the amount will automatically go towards the prepayment of this loan, to which the Client agrees in advance.
Each subsequent tranche will be disbursed after conditions set for the previous tranche are satisfied.

If any precondition, additional condition and/or requirement set by the Bank for the Client is not satisfied (is breached), the Bank will have the right to apply any, several or all 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 will 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 Client 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 liability.
  If the purpose of the Credit as indicated in the Agreement is breached, the Client will not be released from criminal liability. Along with measures described in the Agreement, the Bank may apply to law-enforcement agencies operating in Georgia in compliance with the laws of Georgia and require initiation of investigation and imposition of criminal liability.

Exercise other rights granted to it under the Master Agreement(s).

2.17 Offset Account

2.18 Loan/Credit Agreement Validity Extension:

Extendable loan agreements may contain any of the clauses provided below, in line with their respective terms and conditions:

1. **<u>Agreement under which the Extension Clause only applies to a particular bank credit agreement:</u>**

   The Client is entitled to apply to the Bank within the credit term indicated herein and request its extension (extension of the validity of the agreement between the Bank and the Client):

The Bank will ensure that the term of the aforementioned credit(s) is extended at the Client's request only by the maximum term (counted from disbursement) for the loan / credit product in question as envisaged 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*. If the credit term is extended, the Bank will be guided by the maximum term(s) envisaged in the Order effective as of the date of execution of this Credit Agreement.

Furthermore, if the age limit (70 years) set in the Bank's credit policy prevents extension of a credit by the maximum term envisaged in the Order, the Bank will extend the term of the credit disbursed to the Client in compliance with the terms (maturity) stipulated in the Bank's credit policy, for which period the debt service ratio will be calculated at disbursement, as stipulated in the Order.

2. **Agreement under which the Extension Clause applies to a particular bank credit agreement as well as to the Client's other current bank credit agreement(s) stipulated in the bank credit agreement in question.**

The Client is entitled to apply to the Bank within the credit term indicated herein and request its extension (extension of the validity of the agreement between the Bank and the Client):

The Client is entitled to apply to the Bank within the term of the credit(s) indicated below and request their extension: The Bank Credit Agreement(s): ------------- *(Note: **Numbers of the relevant extendable agreements**).*

The Bank will ensure that the term of the aforementioned credit(s) is extended at the Client's request only by the maximum term (counted from disbursement) for the loan / credit product in question as envisaged 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*. If the credit term is extended, the Bank will be guided by the maximum term(s) envisaged in the Order effective as of the date of execution of this Credit Agreement.

Furthermore, if the age limit (70 years) set in the Bank's credit policy prevents extension of a credit by the maximum term envisaged in the Order, the Bank will extend the term of the credit disbursed to the Client in compliance with the terms (maturity) stipulated in the Bank's credit policy, for which period the debt service ratio will be calculated at disbursement, as stipulated in the Order.

3. **Agreement under which the Extension Clause only applies to the Client's other current bank credit agreement(s) stipulated in the bank credit agreement in question:**

The Client is entitled to apply to the Bank within the term of the credit(s) indicated below and request their extension: The Bank Credit Agreement(s): ------------- *(Note: **Numbers of the relevant extendable agreements**).*

The Bank will ensure that the term of the aforementioned credit(s) is extended at the Client's request only by the maximum term (counted from disbursement) for the loan / credit product in question as envisaged 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*. If the credit term is extended, the Bank will be guided by the maximum term(s) envisaged in the Order effective as of the date of execution of this Credit Agreement.

Furthermore, if the age limit (70 years) set in the Bank's credit policy prevents extension of a credit by the maximum term envisaged in the Order, the Bank will extend the term of the credit disbursed to the Client in compliance with the terms (maturity) stipulated in the Bank's credit policy, for which period the debt service ratio will be calculated at disbursement, as stipulated in the Order.

2.19 The Bank Credit is secured by:

2.20 Credit intermediary (In such a case): If the Credit Intermediary is Insider:

Name, address and contact number of Credit intermediary, is the Bank's related party but not its contact person.

If the Credit Intermediary is not Insider:

Name, address and contact number of Credit intermediary, not the Bank's contact person.

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.

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 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 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/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.

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.

3.5.2

3.6 If the Client 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). 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 compliant 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.

3.7 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 (NBG) exchange rate on the day of filing the claim). Furthermore, the Parties agree that the arbitration venue shall be the city of Kutaisi.

3.12 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 268.1[1] 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 This Agreement has been composed in 3 (three) identical counterparts of equal legal force, two for the Bank and one for the Client.

in case of an offset loan:

3.17 By signing hereunder, the Client agrees that the Client's account indicated in Paragraph 2.17 of the Agreement (hereinafter the "offset account") will be used for offset purposes (hereinafter the "offset") and the following terms and conditions will apply thereto:

3.17.1 Only a card (current) account can be used for offset purposes;

3.17.2 The Client's salary account cannot be used for offsetting;

3.17.3 The offset account currency must be the same as the currency of the Client's bank credit linked to the offset account;

3.17.4 The funds in the offset account will not incur interest;

3.17.5 If the bank credit is linked to an offset account, the interest on the bank credit will be calculated as follows: the interest will accrue on the difference between the end-of-day balance in the offset account and the current balance of the bank credit (the difference between the two amounts).

3.17.6 The monthly interest on the bank credit can be reduced through offset down to 50% of the current balance of the bank credit, the lowest;

3.17.7 Offset wil not apply if the balance in the offset account is lower than 100 (one hundred) GEL/USD/EUR.

3.17.8 The Client may anytime cancel offset by submitting a relevant application.

3.17.9 The Bank is authorized to unilaterally cancel the offset feature without giving a notice to /informing the client.

3.17.10 Terms and conditions, exclusions, requirements/criteria and other relevant details regarding offset are provided in information materials that are an integral part of this Agreement and are published on http://www.tbcbank.ge/ Loans / Mortgage /Offset.

In case of the Green Loan:

3.18 The Client acknowledges that it is using a Green Loan under the Order #93/04 dated 3 August 2022 of the National Bank of Georgia On the Approval of the Regulation on Loan Classification and Reporting according to the Sustainable Finance Taxonomy (hereinafter the Order).

3.18.1 The purpose of the Green Loan is -------

3.18.2 The Client acknowledges and confirms that it will forthwith inform the Bank if after the disbursement of the Green Loan it breaches the credit purpose/the purpose of the Green Loan. Besides, if the client breaches the credit purpose/the purpose of the Green Loan , the Bank is entitled to exercise the rights conferred to it hereunder.

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)

____
Facsimile (specimen signature)

____
Signature (please print your full name)

The Client/Borrower
Name, Surname
Passport Number/Personal Number:
Address:
Telephone number:
E-mail address:

____
Facsimile (specimen signature)

____
Signature (please print your full name)