

## **Cooperation Agreement**

### **Article 1. Subject Matter of the Agreement**

- 1.1 The Bank and the Company provide service to the Customer(s) which means the Company's provision of information to the Customer(s) of the possibility to purchase the Company's product/service with the Bank credit (Installment Loan), and the Bank's crediting of the Customer(s) in accordance with the standard and/or special (pre-agreed with the company) lending policy established by the Bank. The service hereunder (possibility to purchase the product/service with the Installment Loan), if agreed between the Parties, can also be provided when the Customer(s) purchase the Company's product/service online (remotely) (if any), according to the procedures and the terms hereunder.
- 1.2 For the purposes of this Agreement, the term Customer refers to a natural person wishing and/or intending to buy the Company's product/service with the Bank credit (Installment Loan).
- 2 For joining the Agreement, the Company applies to the Bank with a relevant application (hereinafter the Application) that is an integral part of the Agreement and by the signing/the confirmation of which the Company thereby confirms that he/she is closely familiar with and agrees to all the terms hereof.

### **Article 2. Procedure of Credit Disbursement**

- 2.1 After the signing of the agreement on the sale of product/service before the delivery thereof, the Company shall issue an invoice (proforma invoice) to the Customer that must be certified by the signature of the Company's authorized representative (any person acting on behalf of the Company and/or participating in the provision of the service hereunder) and necessarily indicate the main parameters of the product/service (in the case of the product - manufacturer, model, list of accessories, and in the case of service - type of service and other detailed parameters), its price in the national currency and the price of the product/service when buying it with cash or the Bank credit (Installment Loan) (if there is a difference between these two prices).
- 2.2 The Customer presents the invoice issued by the Company to the representative of the Bank, along with other necessary documents requested by the latter.
- 2.3 No later than one (1) business day after the receipt of the documents specified in paragraph 2.2 of this Article, the Bank shall consider the issue of granting a loan to the Customer and in the case of approval, issues a reference to the Customer on the delivery of product/service to be submitted to the Company.
- 2.4 The Company provides product/service to the Customer within 1 (one) business day of receiving a reference signed by an authorized representative of the Bank.
- 2.5 Unless otherwise specified in this Agreement, within 3 (three) business days of the issuance of the reference on the delivery of the product/service, the Bank shall transfer to the Company Account (under the Application) the full amount indicated in the product/service invoice (or proforma-invoice), or the difference between the invoiced amount and the first instalment paid by the Customer (hereinafter "participation") (if any).
- 2.6 The Company is aware that if the Bank finances the purchase of the product/service from the Company with the Bank credit (loan) issued on the basis of the Bank Loan Agreement, the Customer is not entitled to refuse to fulfil the obligation assumed before the Bank, whether or not the Company has supplied the Customer the product/service to be bought with the loan. Accordingly, the Company acknowledges and is aware that the Bank Loan Agreement concluded/to be concluded between the Bank and the Customer is not a transaction related to the transaction signed and/or to be signed between the Customer and the Company. The Company herewith confirms that the full responsibility for the delivery to the Customer of the product/service to be bought with the Bank Credit/ as well as for damages caused by non-performance/undue performance of this obligation lies with the Company.
- 2.7 For the avoidance of doubt, the Parties declare that if the Bank supplies the Company with relevant information on the approval of the Installment Loan and the price of the product/service is transferred to the Company's account with TBC Bank JSC, the Company shall ensure the sale (transfer to the Customer's ownership) of the product/service chosen by the Customer. Furthermore, the Parties specify that it is not the Bank's obligation to issue the Installment Loan in favour of the Customer (to credit the Customer).
- 2.8 After the term under paragraphs 2.4 and/or 2.9.3 hereof expires and/or the Customer has not received the product/service for any reason whatsoever, based on the information (confirmation) supplied by the Company, the Bank draws the Installment Loan amount from the Company's accounts opened with TBC Bank JSC by direct

debit. Besides, the Company acknowledges and agrees that if there are no funds in the account(s), the Company shall be held liable to fully refund the amount to the Bank and if the mentioned obligation is not fulfilled, the Bank is authorized to require the Company and if so, the Company is obliged to pay the Bank a penalty/fine in the full amount of the product/service.

## 2.9 Special provisions of using the Installment Loan online:

2.9.1. If a Customer chooses a product/service on the Company's website and expresses his/her wish to buy it, he/she will have an opportunity to buy the product/service with the Bank's Installment Loan online.

2.9.2. After the Customer expresses his/her wish to buy the Company's product/service with the Installment Loan online and a number of steps (unilaterally defined by the Bank) are followed fully and appropriately, the Customer's Application will be sent to the Bank for review.

2.9.3. After the Bank transfers the amount to the Company in favour of the Customer, the Bank sends to the Company the form of reference or the specially encoded notification file under the Agreement to the Company's electronic mail address (under the Application)(the notification file includes information about the Installment Loan issued as of the previous day of sending the file to the Company). The Company is liable to deliver the product purchased with the Installment Loan online to the Customer to the chosen address within 5 (five) calendar days from the Bank's sending the form of reference or the notification file to the Company and/or to transfer it into ownership in the case of the site visit (depending on the individual case). Apart from the form(s) hereunder, the Parties may at any time agree (in writing and/or online/electronically) on a different form of supplying the information hereunder to the other Party;

2.9.4. The provisions under paragraph 2.9 hereof are specific terms/provisions defined for the use of the Installment Loan online. All other terms of using the Installment Loan online are regulated between the Bank and the Company hereunder. In the case of discrepancy between paragraph 2.9 and the terms/provisions of the Agreement when using the Installment Loan online, the terms/provisions under paragraph 2.9 shall be given prevalence.

2.10. The Parties agree that if the Bank offers the Company and its Customer(s) the special terms of the bank service that means the financing (crediting) of (offering the bank credit to) the Customer(s) wishing to buy the Company's product/service during a specific period of time on special terms, the Company is liable to pay the Bank the fee for the creation/supply of an individual bank product (bank credit). The Bank's fee will be collected as follows: after the Bank transfers to the Company's account the full amount indicated in the proforma invoice signed by the Company – the price of the product/service purchased by the Customer or the difference between the invoiced amount and the first instalment paid by the Customer ("participation", if any), the Bank withholds its fee from the amount transferred to the Company's account without the Company's further approval. Besides, the fee will be drawn from the full amount indicated in the invoice.

2.11. In the case of servicing on special terms, the Parties agree on the specific period and the amount of the fee under paragraph 2.10, beyond this Agreement (in writing and/or online/electronically). The service on special terms will come into effect from the signing/confirmation via remote/electronic channels of the agreement hereunder by the Parties and be valid for the term of the agreement. Besides, the term of the agreement will be deemed automatically extended by the same term and on the same conditions unless any of the Parties expresses its wish to terminate the agreement during a specific period indicated herein for the service on special terms.

## **Article 3. Additional Terms of Cooperation**

3.1 The Company is liable to:

3.1.1 Communicate to the Customer the information about the possibility of buying the product/service with the bank credit (Installment Loan) and for this purpose display the Bank's advertising and information materials in a highly visible area (including, on the Company's website(s)) and if necessary, explain to the Customer the terms of buying the product/service. Before displaying/using the information hereunder, the Company is liable to earlier agree with the Bank the information/documents (including, advertising material) and only thereafter use them for the purpose(s) hereunder. Further, while offering customers another bank's services,

the Company / the Company's representative shall, on a mandatory basis, also inform the customer about the Bank's installment offer / installment terms and conditions.;

- 3.1.2 Provide the Customer with information about the Bank's representatives and/or the nearest service centres;
  - 3.1.3 Explain to the customer the rules of using the bank credit (installment loan), the terms of purchasing the product/service with the bank credit (Installment Loan), including the difference between the prices of the product/service when buying with cash and the Bank credit ((Installment Loan).
  - 3.1.4 To transfer the amount of all returned (rejected by the Customer) product/service to the Customer's account opened with the Bank only. In addition, the company acknowledges and agrees that in the case of the breach of an obligation under this paragraph, the Bank is entitled to require of the Company and if required, the latter is obliged to pay the Bank the fine/penalty in the amount of the difference between the price of product/service and the participation and in the case of lack of the participation - in the amount of the full price of the product/service;
  - 3.1.5 Deliver/provide only quality and physically flawless product/service to the Customer;
  - 3.1.6 Immediately inform the bank about the customer complaints and disputable issues (quality of product/service, discounts, etc.) that may affect the performance of the Agreement or the obligations of the Parties (including the obligations assumed by the Party before the customer);
  - 3.1.7 Maintain bank accounts in the bank during the entire validity term of the Agreement.
  - 3.1.8 Not to allow the disclosure of the Confidential Information, except in the cases expressly provided for by the Georgian Law. Furthermore, the Company undertakes not to disclose the Confidential Information to any person without the Bank's prior written approval. An exception is the Company's employees who need the aforementioned information within the scope of relations governed by this Agreement, so that the Company could provide the service under this Agreement in due manner. The Confidential Information can be disclosed to the Company's employees only to the extent necessary for the performance of their duties and only provided each of them is familiar in advance with non-disclosure terms stipulated in the Agreement;
  - 3.1.9 Ensure strict compliance with the confidentiality requirements of the Company's employees. The Company is fully responsible to the Bank for the misuse or disclosure of confidential information by employees of the Company;
  - 3.1.10 Notify the Bank of any Customer complaints received during the warranty period (the period established by the Company during which the Company is obliged to eliminate defects in purchased product/service and/or replace defective product with the product with the same characteristics.);
  - 3.1.11 Pay the fee to the Bank in accordance with the terms and conditions under the Agreement;
  - 3.1.12 In case after the financing the Customer with the bank credit (loan) (transfer of the amount to the Company's account), the Customer refuses to accept the product/services and/or the Company is unable to deliver/transfer the product and/or provide the service to the Customer, provide the Bank with information (via Internet Banking) within 25 (twenty five) days of the disbursement of the bank credit;
  - 3.1.13 Ensure the smooth functioning of the technical equipment and software intended for for Installment Loan processing;
  - 3.1.14 Restrict/not to allow the access to the technical equipment intended for the execution of the Installment Loan process of the person(s)/employee(s) not participating therein;
  - 3.1.15 The Company is strictly prohibited to contact the Bank's employees/contractors directly or indirectly, independently from the Bank for the purpose of offering the employment or the provision of any type of service. The Company confirms that it will not request, or take the Bank's employees, or employ or offer them the employment. The mentioned obligation is valid both within the validity term of the Agreement as well as within at least 1 year of the termination thereof. In the case of the breach of the mentioned paragraph of the Agreement, the Company will be liable to pay the Bank the penalty in the amount of 10,000 (ten thousand) USD for each case of breach once requested by the Bank.
- 3.2 The Bank is entitled to:
- 3.2.1 decide on the issuing of the bank credit to each particular Customer for the purchase of the product/service at its own discretion, in accordance with the rules in force in the Bank;

- 3.2.2 not to approve/satisfy the Application (request) of the Customer without an explanation/justification of the reason(s) for the refusal to receive the product on credit;
- 3.2.3 draw from the Company's accounts the funds specified in paragraphs 3.1.4., 4.2 and 4.3 of the Agreement, erroneously transferred funds, as well as funds transferred to the Company under the circumstances specified in paragraph 3.1.12 by direct debit (without seeking the Company's further approval);
- 3.2.4 require the Company to duly fulfill its obligations assumed under the Agreement;
- 3.2.5 draw on a direct debit basis and/or deduct from any of the Company's accounts the funds (including, the Installment Fee) (if any)) under the Agreement/agreement payable by the Company to the Bank;

#### **Article 4. Responsibilities of the Parties**

4.1 If the invoice does not contain the mandatory information specified in paragraph 2.1, the Bank is entitled to refuse to provide service to the Customer and immediately require the company to include the mentioned information.

4.2 If the price of the product/service is reduced at the request of the Customer and/or for any other reason whatsoever, the Company is obliged to immediately transfer to the Customer's account opened in the Bank the difference between the original amount paid by the Customer through credit/loan and/or the initial amount transferred by the Bank and the reduced price. In addition, the Company is liable to notify the Bank 1 (one) business day prior to such transfer.

4.3 If the Customer is released from the obligation to pay the Company the amount (the price for the product/service) at the Customer's request and/or for any other reason whatsoever, the Company shall immediately transfer to the Customer's account opened in the Bank the amount received as the price of the product/service financed by the Bank. Furthermore, the Company shall inform the Bank of the transfer 1 (one) business day in advance.

4.4 For the avoidance of doubt, the Parties represent and confirm that the imposition of any penalty/and or fine under the Agreement on the breaching Party is the right and not the obligation of the other (non-breaching) Party.

4.5 The Bank is not held responsible for the consequence(s) of a third party's receipt of the notification/deal or documents comprising any other information sent to the Company's electronic mail address under the Agreement/the Application.

4.6 The Bank is not held responsible for the consequence(s) of the Bank's receipt of the notification/deal or documents comprising any other information sent by a third party from the Company's electronic mail address under the Agreement/the Application and consequently, of its carrying out an action/refraining therefrom.

#### **Article 5. Validity Term of the Agreement**

5.1 The Agreement shall enter into force upon the signature or electronic confirmation of the Application (including from e-mail address under the Application) /confirmation via remote channel(s) and be valid for an unlimited period of time.

5.2 The Bank is entitled to make changes/amendments to the Agreement and/or to any of its Annexes (if any) and/or under any Application/agreement by publishing relevant information on the Bank's web-site <https://www.tbcbank.ge/web/en/web/guest/general-agreement-installments> or giving a notice to the Company 10 (ten) calendar days before making changes/amendments. In the case hereunder the Company will be entitled to fulfill the obligations before the Bank/pay the latter all the fees and/or other charges (if any) related to a relevant service and terminate the validity of the Agreement (require the Bank to terminate the Agreement) at any time within 10 (ten) calendar days of publishing relevant information on the Bank's web-site or receiving the Bank's notification. The validity term of the Agreement will continue until all obligations assumed by the Company hereunder are fully met. In the case the Company does not exercise the right to terminate the validity of the Agreement hereunder, the changes (amendments) offered by the Bank shall be deemed accepted by the Company.

5.3 Any change and/or amendments made to the Agreement is an integral part hereof.

5.4 The Bank is entitled to terminate the Agreement at any time by sending a notification in writing or electronically (to the Company's electronic mail address under the Application)/via remote channel(s), and in the case of the Company's breach of the obligations hereunder – immediately, without giving a notice.

- 5.5 The Company is entitled to stop the use of any or all services hereunder at any time by giving the Bank a 15 (fifteen) calendar day written notice before stopping to use the service. If this is the case, the Company will be liable to pay the Bank all the fees and/or other charges (if any) related to a relevant service within 5 (five) calendar days of giving a notice to the Bank.
- 5.6 Termination of the Agreement does not release the Parties from the obligations arising before the termination thereof.

#### **Article 6. Resolution of Disputes**

- 6.1 All disputes and conflicts arising between the Parties shall be settled through negotiations. If the Parties fail to come to an agreement, the dispute shall be taken to the Tbilisi City Court. If so requested by the Bank, pursuant to Paragraph 268.11 of the Civil Procedure Code of Georgia, the judgement made by the Court of First Instance shall be executed immediately.

#### **Article 7. Notices**

- 7.1 All official relations between the Parties shall be carried out in writing. A written notice can be delivered to a Party in person or through a courier (including an international courier) or a postal mail (including an insured letter). For the purpose of effectiveness and in view of the provisions below, the Company can be delivered notices by email, SMS, mobile banking, internet banking and/or any other efficient means offered by the Bank.
- 7.2 For the purposes of this Agreement, the Parties will use the following electronic mail addresses:  
Bank - [salesoutdoor@tbcbank.com.ge](mailto:salesoutdoor@tbcbank.com.ge); and the Company's e-mail addresses are specified in the Application. The Parties agree that an electronic notice sent to the email address indicated in the Application shall be deemed officially delivered to the Company.
- 7.3 The notification shall be deemed delivered on the day it is received by the addressee if the latter confirms the receipt (including by means of an electronic document, a receipt, or by any other means of delivering notices, etc.). If the addressee does not confirm the receipt of the notice, any such notice shall be deemed duly sent and delivered:
- 7.3.1 on the day of delivery confirmation – if a written notice is delivered by a courier or insured mail;
- 7.3.2 on the day the addressee confirms the receipt of the notice by performing a respective activity – if a notice is sent via email (to an address indicated in the Application/this Agreement), SMS and/or other electronic means of communication (excepting mobile banking and internet banking);
- 7.3.3 on a business day following the date of sending – if sent via email (to an address indicated in the Application/this Agreement), mobile banking, internet banking and/or any other efficient means proposed by the Bank, unless otherwise stipulated by the Bank's rules and procedures regarding the use of these means of communication.
- 7.4 A notice shall be deemed received/delivered even if it is returned to the sender because the recipient's address does not exist or the addressee has refused to accept the notice or evaded it.
- 7.5 The Parties shall communicate at the address hereunder (or any other address which one Party communicates to the other in writing), including via the electronic mail address(es) under paragraph 7.2 of the Agreement and the Application. Any of the Parties shall immediately notify the other Party regarding any change in their address(es) (including, in the electronic mail address(es) or in any other data). Otherwise, a notice sent by one Party to the other to the mentioned address (including, to the electronic address) shall be deemed duly delivered.

#### **Article 8. Personal Data Processing Policy**

- 8.1 The Company represents and warrants that it will:
- 8.1.1 process personal data disclosed to it based on this Agreement and the laws of Georgia only for the specific purposes set forth herein and in compliance with the effective laws;
- 8.1.2 take all relevant technical and administrative measures by considering the data- and data subject-related risks in order to prevent unauthorized processing of personal data (including accidental or unwarranted disclosure, access to, modification and destruction of the data);

- 8.1.3 limit the number of individuals having an access to the data and only authorize those who have an immediate need for the data and are aware of respective confidentiality and security/safety obligations;
- 8.1.4 report to the Bank immediately but not later than 2 (two) business days on an event of an accidental or unwarranted access to personal data, their destruction, loss, modification or disclosure, indicating therewith the nature of the incident and the personal data that have been disclosed/destroyed/modified;
- 8.1.5 take immediate measures to respond to the incident in due time, eliminate the causes and report the measures to the Bank;
- 8.1.6 not disclose to a third party personal data obtained from the Bank under the Agreement without the Bank's prior approval. If such approval is granted, all requirements hereunder shall fully apply to the third party to whom the data have been disclosed;
- 8.1.7 make use of subcontracting in data processing only in specified cases and upon the Bank's prior written approval. In such cases, all requirements hereunder shall fully apply to the subcontractors. Subcontracting does not release the Company from obligations hereunder and neither does it limit the Company's responsibility for damages resulting from the breach of such obligations;
- 8.1.8 If Paragraph 8.1.7 hereof is exercised, the Company shall report the identity of its subcontractors at the time of concluding the Agreement and implement any changes related thereto only upon the Bank's prior written approval. The Bank is authorized to reject the subcontractor proposed by the Contracting Party. Unless the issue is resolved through negotiations, the Bank is authorized to terminate the Agreement prematurely without paying the damages;
- 8.1.9 If the Bank terminates the Agreement on the basis of Paragraph 8.1.8 hereabove, the Company shall return to the Bank the data disclosed to it within a reasonable period of time and delete/destroy them, as well as their copies, without the possibility of their recovery. The Bank is authorized to require the Party to confirm data deletion. This provision does not apply to information which the Party is obliged to maintain under the effective legislation;
- 8.1.10 Personal data processing obligations remain in effect after the expiration of contractual relations between the Parties by the same period of time as granted to the Party to access the personal data disclosed to it by the Contracting Party. This provision shall not be construed as the Company's right to retain access to the personal data disclosed to it on the basis of the Agreement after the termination of the contractual relations. The Company shall return and delete/destroy personal data disclosed to it by the Bank, as well as their copies, without the possibility of their recovery, within a reasonable period of time, but not later than 30 (thirty) days;
- 8.2 If reasonable doubts exist, the Bank is authorized to check the performance of tools and systems used for processing personal data that were disclosed by the Bank to the Contracting Party; as well as to check the compliance of their technical and organizational properties with security/safety requirements hereunder;
- 8.3 Considering the gravity of the breach of the warranties, for the purpose of inspection, the Bank is authorized to require the Contracting Party to present relevant information and documents;
- 8.4 The Bank shall not be held responsible for any damage or costs resulting from the Contracting Party's intentional or negligent breach of any obligations hereunder;
- 8.5 The Party in charge of data processing shall fully comply with infrastructural requirements of information systems listed in paragraph 8.6:
- 8.6 Infrastructural Requirements of Information Systems:
- 8.6.1 The domain allocated by the Contracting Party for handling, on a temporary or permanent basis, personal data supplied by the Bank must comply with the following:
- Personal data must be stored and processed in a domain isolated from the main infrastructure by a firewall;
  - Only duly authorized individuals must have an access to the domain firewall.
  - Information stored in the isolated domain must only be accessible via jump servers.
  - The integrity/accessibility of the isolated domain must be monitored.
  - Updates must be monitored for isolated domain servers.
  - Where possible, personal data must be encrypted with powerful encryption algorithms.

- The isolated domain must be accessed through protected methods, encrypted communication and secure protocol.
- An isolated domain password policy to provide for password complexity requirements, the time of change and password history must be in place.
- Administrator passwords to isolated domain servers must be divided at least into two and kept with different users by using secure methods.
- Two step authentication must be in place to access the isolated domain.
- The isolated domain must not be accessible via the Internet.
- Centralized logging must be in place for isolated domain servers. The logs must be checked as necessary during incident or error investigation.
- Remote storage/ cloud service must not be used for personal data storage, processing or transfer.
- When used for development or testing, personal data must be distorted so as to prevent direct to indirect identification of the data subject.
- Upon the expiration of the retention period or upon a relevant demand, personal data must be destroyed through shredding or burning in the presence of a pre-appointed representative of the Bank.

### **Article 9. Anti-bribery and Anti-corruption Policy**

9.1 The Parties hereby declare and warrant that:

9.1.1 Each Party, aslo their subsidiaries, parent companies, related entities, carry out their activities and business relations in good faith and lawfully, in observance of high ethical standards. The Parties take a zero tolerance approach to corruption, bribery and any other criminal actions and exercise permanent control over these issues.

9.1.2 The Parties, also the related entities: members of top management, authorized representatives, representatives, staff members, other personnel of their subsidiaries, parent companies shall not participate in the actions entailing the offer, receipt, delivery, provision or demand (directly or indirectly) of a gift, hospitality, awards and other intangible property, in order to gain any commercial, contractual, regulatory or personal advantage and/or encourage or reward an illegal and unethical action.

9.1.3 None of the Parties or the related entities:

9.1.3.1 Has directly or indirectly paid, received, been engaged in any deal based on which it has to pay or receive any illegal and/or hidden fee, bribe and/or compensation when signing the Agreement.

9.1.3.2 Has taken any action for signing the Covenant/Agreement which among others aims to artificially regulate prices and/or create uncompetitive environment and/or exercise an influence over the actions of top management member's authorized representative, representative, staff members, other personnel or the related entity and/or the related company of any Party, and/or none of the aforementioned persons have posed a threat to its property or reputation and/or has been engaged in corruption for the purpose of gaining a business advantage in bad faith or in any other way.

9.1.4 Is a public entity and acts on behalf of a public entity. Besides, both Parties undertake to immediately notify the other Party of the change to this condition.

9.1.5 None of the Parties, or the related entities has been found guilty and/or accused of corruption/bribery.

9.1.6 The breach of any of the aforementioned provisions may result in the termination of this Agreement or any other previously signed agreement between the Parties. In addition, such a termination does not exclude the responsibility of a breaching Party and/or of a member/an authorized representative of top management, representative, staff member, other personnel or a related entity or a related company and relevant sanctions envisaged by the legislation (including, criminal responsibility). Besides, the Parties confirm that an action of a member/an authorized individual of top management, other personnel or the related entity and/or the

related company shall not result in the responsibility of the Party, if the entity in question did not act in the name of or under the instruction of the Party.

- 9.1.7 The mentioned representations and warranties are effective until the full and due discharge of the obligations under the Agreement and/or any other previously signed Agreement by the Parties irrespective of full or partial termination of these Agreement(s).
- 9.1.8 Any Party shall forthwith inform the other Party in writing of all the circumstances which may contradict and/or cause the breach of these Warranties; also, of commencement or occurrence of any such circumstance which may pose a threat to complete and due fulfillment of obligations under the Agreement(s). Depending on the severity of the breach of the aforementioned warranties, the Customer is authorized to require of the contracting Party the submission of reports and records for the purpose of inspection.

#### **Article 10. Tax Evasion Facilitation Prevention Policy**

10.1 The Parties hereby declare and warrant that:

- 10.1.1 Each Party, also their subsidiaries, parent companies, related entities carry out their activities and business relations in good faith and lawfully, in observance of high ethical standards. The Parties take a zero tolerance approach to corruption, tax fraud, tax evasion and any other criminal actions and exercise permanent control over these issues.
- 10.1.2 The Parties, also the related entities: members of top management, authorized representatives, representatives, staff members, other personnel of their subsidiaries, parent companies shall not participate in the actions entailing the (direct or indirect) facilitation of corruption, tax fraud, tax evasion in any form whatsoever.
- 10.1.3 None of the Parties, or the related entities has been found guilty and/or accused of corruption, tax fraud, tax evasion or facilitation thereof.
- 10.1.4 The breach of any of the aforementioned provisions may result in the termination of this Agreement or any other previously signed agreement between the Parties. In addition, such a termination does not exclude the responsibility of a breaching Party and/or of a member/an authorized representative of top management, representative, staff member, other personnel or a related entity or a related company and relevant sanctions envisaged by the legislation (including, possible criminal responsibility). Besides, the Parties confirm that an action of a member/an authorized individual of top management, other personnel or the related entity and/or the related company shall not result in the responsibility of the Party, if the entity in question did not act in the name of or under the instruction of the Party.
- 10.1.5 The mentioned representations and warranties are effective until the full and due discharge of the obligations under the Agreement and/or any other previously signed Agreement by the Parties irrespective of full or partial termination of these Agreement(s).
- 10.1.6 Any Party shall forthwith inform the other Party in writing of all the circumstances which may contradict and/or cause the breach of these Warranties; also, of commencement or occurrence of any such circumstance which may pose a threat to complete and due fulfillment of obligations under the Agreement(s). Depending on the severity of the breach of the aforementioned warranties, the Customer is authorized to require of the contracting Party the submission of reports and records for the purpose of inspection.

10.1.7

#### **Article 11. Covenant on Sanctioned Persons**

11.1 The Company confirms that:



- 11.1.1. Anytime before the execution of this Agreement and/or during the validity period hereof, the Company, its shareholders, management or the members of its executive/supervisory body, as well as the Company's beneficial owner(s) and/or the Parties affiliated therewith:
- 11.1.2. Are not/will not be on the UN's and/or EU's and/or OFAC's (US Treasury's Office of Foreign Assets Control), the US Department of State's, US Department of Commerce's and/or Georgia's (hereinafter jointly or severally referred to as the Authorized Party/ies) sanction lists (hereinafter referred as the "Sanction List"), including against abetting terrorism and/or in respect of any other cause/event, as periodically introduced by the above Authorized Party/ies;
- 11.1.3. Are not/will not be residents of a state subjected to the Authorized Parties' embargo.
- 11.1.4. Has not entered/ will not enter into any deal, whether directly or indirectly, including through third party mediation, with any person and/or association that is/will be included in the Sanction List or is a resident of a state subjected to embargo.
- 11.1.5. Will not finance and/or transfer any asset/property, whether directly or indirectly, including through third party mediation, to any person and/or association that is/will be included in the Sanction List or is a resident of a state subjected to the Authorized Party/ies' embargo.
- 11.1.6. If this term/provision is breached, the Bank is authorized to terminate the Agreement.

#### **Article 12. Force Majeure**

- 12.1 The default of any Party to the Agreement on the fulfillment of the Terms hereunder shall not result in the imposition of penalty sanctions, if the delay in the fulfillment of the Agreement or the default on the obligations thereof is directly caused by Force Majeure Circumstances;
- 12.2 For the purposes of this article, Force Majeure means unavoidable occurrences beyond the control of the Parties, which are not related to the mistakes and negligence of the Parties and are unforeseeable. Such occurrences may include war, Acts of God, epidemics, quarantine restrictions and embargo on the supply of goods, etc.;
- 12.3 If Force Majeure circumstances occur the Party being prevented from fulfilling the assumed obligations shall notify the other Party of such circumstances and relevant causes in writing/through a hardcopy or via remote channel(s). If the Party sending the notification does not receive a written response from the other Party in writing/through a hardcopy or via remote channel(s), it shall continue to fulfill the obligations under the Agreement at its own discretion and to the best of its abilities and try to find alternative ways for the fulfillment of obligations which will not be exposed to the effects of Force Majeure circumstances.
- 12.4 The Party that defaults on the obligations under the Agreement due to the occurrence of the Force Majeure circumstance and fails to give a relevant notice the other Party once it receives the information regarding the occurrence of the mentioned circumstance, shall not be released from the payment obligation of the penalty sanctions.
- 12.5 If the Force Majeure circumstance persists for more than 3 months, the other Party is authorized to terminate the validity of the Agreement by giving a notice to the Party.

#### **Article 13. Conclusive Statements**

- 13.1 The Parties confirm that this Agreement accurately reflects the intent of the Parties and that the Parties have expressed their respective intents based on a reasonable discussion of the content herein and not only on its literal meaning.
- 13.2 Non-exercise of its respective rights by any Party hereto conferred to the latter by the other Party in the event of a complete or partial breach of this Agreement and/or the effective legislation shall not apply to any further breach hereof and/or the effective legislation.
- 13.3 Articles, paragraphs and subparagraphs of this Agreement are numbered only for the convenience of reference and are not relevant for the interpretation thereof.
- 13.4 Obligations of the Parties arising out of this Agreement apply and are binding on the legal successors or assignees thereof.
- 13.5 The Company is not authorized to transfer or assign to any third Party/ies any obligations or rights under this Agreement without the Bank's prior written approval.

- 13.6 The Bank is authorized to transfer to any third party/ies fully or partially any obligation and/or right acquired hereunder without the Company's consent.
- 13.7 In cases not envisaged herein, the Parties shall be guided by norms of cooperation stipulated by the Georgian legislation and/or additionally agreed terms and conditions.
- 13.8 If the Agreement has/will have annexe(s) and there is a discrepancy between the provisions hereof and of the provisions of the Annexes, the latter (i.e. the Annexed provisions) shall prevail. At the same time, all annexes are an integral part hereof and shall be subject to provisions stipulated herein. Annex(es) of the Agreement can be signed in writing (as a hardcopy document) or certified electronically (including, from e-mail address(es) under paragraph 7.2 of the Agreement/the Application )/by remote channel(s).