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TBC BANK

Main Terms of the Agreement # Preamble

Venue **Date**

Interest Rate on the Credit

Type of Interest Rate:	Fixed
Annual Interest Rate:	%
Effective Interest Rate:	%

Financial Expenses

Monthly Payment (principal, interest, insurance):	According to the Repayment Schedule attached
Payment at Maturity:	
Insurance Expenses:	
Monthly life insurance premium:	
Credit Disburse Fee:	
Information Delivery Fee:	
Withdrawal Fee (from an account):	
Commitment fee:	X% of the undrawn amount

Other Terms

Total Credit Amount:	
Total amount to be paid by the Customer:	
Credit term:	(days)
Validity Trm of the Credit Agreement:	Until full satisfactions of obligations hereunder.
Late Payment Penalty:	One-time payment of no more than 20.00 GEL until the past due payment is fully settled. 0.5% of the arrears for each overdue day (no more than 0.27% of the remaining principal amount). Furthermore, the total amount of expenses incurred from the date on which the payment went past due until the date on which it is paid in full shall not exceed 1.5x the current outstanding principal balance.
Early Repayment Fee:	X% of the prepaid amount (the amount paid to settle the outstanding principal balance) if the early payment with own funds equals x the scheduled monthly payment of the principal, interest and insurance at the time of payment. X% if prepaid with own funds. But no more than: 2% - if more than 24 months remain to credit maturity 1% - 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
Refinancing Fee:	0,5% of the prepaid amount (the amount paid to settle the outstanding principal balance at the time of payment)

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The Bank The Client

0% - if less than 6 months remains to credit maturity
If a credit disbursed in the national currency is refinanced with a foreign currency loan, X% of the funds used for the repayment of the outstanding principal of the credit:
But no more than:
2% - if more than 24 months remain 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

Please note:

- When the Main Terms of the Agreement are revised, the client will be notified thereof no later than 2 (two) months in advance, while price increase on other financial facilities will be communicated no later than 1 (one) month in advance via SMS.
- The Bank is not obliged to notify the Client in advance if the change is in favour of the Client.
- The Client can make a complaint orally, in writing (fill out a standard Complaint Form or compose a letter of complaint) or electronically.
- The Customer may exercise the Right to Withdraw from Contract/Agreement without providing any justification within 14 (fourteen) calendar days of executing/delivering this Agreement. Withdrawal terms and conditions for, steps to be taken /obligations to be performed by the customer and other important information is provided in Paragraph 2.16 of Artcle 2 of the Agreement

For loans disbursed on the condition of prolongation:

- You have the right to request the prolongation of the credit(s) envisaged by this Agreement by the term provided herein and without incurring any costs.

- Useful information for clients is available on the National Bank of Georgia's website www.nbg.gov.ge/cp and via hotline – 032 2 406 406

_______________________________ The Bank

The Client _______________________________

Bank Credit Agreement

City Date

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

1. Subject Matter of the Agreement

1.1 The subject matter of this Agreement is the disbursement of an interest bearing credit by the Bank to the Borrower in the form of a loan and the Borrower's due fulfilment of his/her/its obligations under this Agreement.

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

1.3 Although this Bank Credit is disbursed and the relevant agreement is concluded based on the Master Agreement(s), this Bank Credit Agreement (the Client's liabilities hereunder) will not be secured by the same property/security item(s) as the Master Agreements.

1.4

2. Key Terms of the Bank Credit

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

Repayment Schedule), as well as the interest, insurance premium (if any) and other charges accrued after the Grace Period up to the date of prepayment.
In case of full prepayment/refinancing of a loan before the payment due date, the Borrower pays the monthly insurance premium in full.
In case of partial prepayment/refinancing of a loan before the payment due date, the monthly insurance premium is deducted in full as of the date of prepayment/refinancing and is not further included in the scheduled payment on the subsquent payment due date.

2.12 Late Payment Penalty:

One-time payment of no more than 20.00 GEL until the past due payment is fully settled.
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

2.13 Early Repayment Fee:

X% of the prepaid amount (the amount paid to settle the outstanding principal balance) if the early payment with own funds equals 0x the scheduled monthly payment of the principal, interest and insurance at the time of payment.
X% if prepaid with own funds.
But no more than:
2% - if more than 24 months remain to credit maturity
1% - if 12 to 24 months remain to credit maturity
0.5% - if 6 to 12 months remain to credit maturity
0% - if less than 6 months remains to credit maturity

2.14 Refinancing Fee:

0,5% of the amount directed to the residual principal of the loan
0% - if less than 6 months remains to credit maturity
If a credit disbursed in the national currency is refinanced with a foreign currency loan, X% of the funds used for the repayment of the outstanding principal of the credit:
But no more than:
2% - if more than 24 months remain 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

2.15 Credit Approval Fee:

2.16 Right to Withdraw from Contract/ Agreement:

The Customer may exercise the Right to Withdraw from Contract/Agreement without providing any justification within 14 (fourteen) calendar days of executing/delivering this Agreement To exercise the Right to Withdraw, the Company must apply to the Bank with a relevant application (Statement) within the term indicated herein via any of the following channels:

- By visiting any TBC Bank branch;
- Via the Call Center (+99532 2272727);
- Via the internet / mobile bank
- By relevant notifications sent to the Bank.

While applying for withdrawal from contract via any of the aforementioned channels, the Client shall clearly and conspicuously reference the Bank Credit Agreement, in regard to which the Client is exercising the Right to Withdraw
If the Client exercises the Right to Withdraw (by submitting to the Bank an application/request via channel(s) envisaged herein), the Client shall fully

return to the Bank the following within 30 (thirty) days of submitting the application in question:

1. The bank credit principal;
2. The interest, at the rate envisaged in this Agreement, accrued on the bank credit over the actual period/day(s) of using the Bank Credit amount (until the Client exercises their Right to Withdraw) / insurance-related charge(s) (if any);
3. All assets (if any) on which the Bank granted the Client the right to use /ownership under/in accordance with this Bank Agreement.

Provided the Client has satisfied completely and appropriately all their liabilities undertaken pursuant to this Paragraph, within the term envisaged herein, the Bank shall refund all of the Client's charges paid by the Client for taking the Bank Credit amount (the financial expense(s)) envisaged in the Preamble to this Agreement (except for the payments to a third-party recipient (an administrative body, notary public, etc.)), after which the Agreement shall be deemed terminated.

The Client hereby acknowledges and agrees that the Bank is not / will not be held responsible and hence, the Agreement shall not be deemed terminated / none of the charges paid by the Client to the Bank for taking the loan will be returned to the Client, if a legal restriction, collection order, seizure and/or any other encumbrance/restrictions applies to/is registered on the Client's bank account(s) at the time/ on the date the Client repays the Bank Credit principal /pays the interest accrued during the actual period/the day(s) the Bank Credit amount was used/was made available to the Client (the funds were placed into/transferred to the Client's account(s) / the Bank settles the Client's (outstanding) liability/processes the Client's payment.

By singing this Agreement / validating the Agreement via the Bank's remote service channel(s), the Client herewith acknowledges and agrees that during the period starting from the date of exercising their Right to Withdraw (submitting a relevant application to the Bank), to which the Client is entitled within 14 calendar days of executing/delivering the Agreement, until the Client's complete and appropriate satisfaction of the liabilities envisaged herein, the accrual of interest / penalty (if any) on the loan will continue without any change and/or interruption, which is (are) likewise subject to payment within the term/in a way envisaged by this Agreement/the Master Agreement, if the Client does not satisfy their respective liabilities completely and appropriately within the term (30 days) envisaged in this Paragraph.

If there are multiple borrowers on the loan and any of the borrowers exercises their right to withdraw from the Agreement, for the purpose of securing the repayment of the bank credit amount (principal and accrued interest/charges) payable by the Borrower(s) to the Bank, the latter is authorized to draw relevant funds from any Borrower's any account at its own discretion regardless of the approval obtained from all the Borrowers.

2.17 Credit Disbursement Fee:

2.18 Commitment Fee: X% of the undrawn amount

2.19 Additional Terms:

2.19.1 Within the term specified in Paragraph 2.6 of the Bank Credit Agreement, the Borrower undertakes to provide life and/or accident insurance from his/her/its preferred insurer, for the outstanding credit amount on terms and conditions required by the Bank, provided the Bank will be the benefiary of the insurance policy(ies). The Borrower represents and warrants that when the Bank offered him/her/it the credit facility, he/she/it could choose between the following 3 insurers: International Insurance Company Irao JSC (ID: 205023856), Insurance Company GPI

Holding JSC (ID: 204426674) and TBC Insurance JSC (ID: 405042804) and provided the borrower with information / brochures on the companies' terms and conditions. The Borrower chose ------- (ID: -----------).
The Borrowers 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 Client (the Insured) becomes overdue, the Client authorizes the Bank (as the Beneficiary) to pay on its own and at its own discretion the Client's Insurance Premium to the Insurer, provided the payment is less than 90 (ninety) days overdue. If the Bank pays the Insurance Premium to the Insurer (for/instead of the Client) in compliance with the above terms, the Bank is authorized to claim from the Client (the Insured) the full amount of the Insurance Premium paid by the Bank to the Insurer for/instead of the Client.

The Insurance shall be deemed terminated/suspended (as decided by the Bank) provided the Insurance Premium payable by the Client (the Insured) is 90 (ninety) days overdue. Despite this, the Bank (the Beneficiary) is authorized to renew the insurance (resume the insurance terms and conditions hereunder unilaterally), provided the Client's liability before the Bank is fully settled. However, insured events taking place during the period when the payment is overdue (during the period of liability) are not subject to indemnification.
Percentage covered: (name, personal ID number/passport number): X%

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

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

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

2.20 Effective Interest Rate:

2.21 Insurance Expenses:	
2.22 Monthly life insurance premium:	
2.23 Information Delivery Fee:	
2.24 Withdrawal Fee (from an account):	
2.25 Amount to be Drawn:	
	For loans disbursed on the condition of prolongation:
2.26 Prolongation (extension) of the validity term of loan/credit Agreement(s):	The Client may apply to the Bank within the term indicated in Paragraph 2.6 hereof and request its extension (prolongation of the validity of the agreement between the Bank and the Client). The Client may apply to the Bank within the term of the bank credit(s) indicated below and request its/their prolongation: Bank credit Agreement(s): 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) set in the Bank's credit policy prevents prolongation 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 was calculated at disbursement, as stipulated in the Order.

3. Other Terms

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

3.2 This Agreement shall be deemed an integral part of the Master Agreement mentioned in Article 2.1 hereof, which means that all provisions set forth in the Master Agreement shall apply hereto, whereas all other terms and conditions envisaged by the Georgian law and applicable to this Agreement are set forth in the Master Agreement;

3.3 The Borrower is closely familiar with and agrees to the terms and conditions of the Agreement on Banking Transactions published on the Bank's website at www.tbcbank.ge (and to all amendments and additions thereto), whereby he/she joins the mentioned Agreement

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

3.5 The Bank may terminate credit relations with the Client and/or the validity of any, several or all additional agreements and/or require the Client to pay the principal of the credit together with the accrued interest and penalty (if any) and for this purpose, satisfy its claim through selling any asset owned by the Client (unless otherwise defined by the law) and/or seizing/garnishing the Client's accounts / through the unilateral use of funds in the Client's bank account(s) if the Client breaches any obligation hereunder or under the Master Agreement and/or if any of the termination events envisaged in the Master Agreement(s) occurs.

3.6 The Bank is entitled to unilaterally change any term of the Agreement, including its main terms (except for the interest rate/the Base Rate – in case of the indexed interest rate) at any stage of the Agreement validity.

3.6.1 The Bank shall inform the Client regarding the change 2 (two) months in advance via SMS unless the interest rate is to be increased due to the Client's breach of any of his/her/its obligations and/or any of the terms and conditions of the credit facility. The Bank is not obliged to notify the Client in advance if the change is in favour of the Client;

3.6.2 If the Client does not accept the change, he/she/it will have to repay in full all of the credit facilities disbursed to him/her/it by the Bank within the aforementioned term. Otherwise, the Client will have to pay interest at an increased rate.

______________________________ The Bank   The Client ______________________________

3.7 If the Client is dissatisfied with the Bank's services, he/she/it can make a complaint orally, in writing or electronically. The Complaint Letter Template is available at the Bank's branches and service centres. Electronic complaints can be submitted using internet bank or on the Bank website www.tbcbank.ge. Complaints can also be made via TBC Bank's Call Center +99532 2 272727. Customer complaints will be discussed within maximum one month of complaint receipt date and, as necessary, customer identification. Complaints are handled by the Complaints Management Team of TBC Bank's Customer Support Department. The decision on the complaint will be communicated to the Client in writing and/or by any other means of communication agreed with the Client (telephone, email, digital) and/or in the way in which the complaint was made. The Client can check the details of complaint handling at any branch/service center and/or remote channels.

3.8 The Agreement shall be regulated by the legislation of Georgia. Any dispute or disagreement arising between the Parties shall be settled through negotiations. If the Parties fail to come to an agreement, the dispute shall be settled in accordance with the legislation of Georgia, following the procedure set forth in this article.

3.9 The Parties agree that any disputes arising out of this Agreement or any agreement executed hereunder and relating, inter alia, to the execution, authenticity, interpretation, performance, breach, voidance and/or termination of any agreement(s), shall be submitted to arbitration for review and final resolution following the rules and procedures set out below:

3.9.1 **If the place of the execution of the Master Agreement, as well as the Borrower's legal and/or physical address set out in the Master Agreement,** is in eastern or southern Georgia (Tbilisi, Shida/Inner Kartli, Kvemo/Lower Kartli, Mtskheta-Mtianeti, Kakheti, Samtskhe-Javakheti, the Temporary Administrative Unit of South Ossetia) **and any of the terms set out in Sub-Paragraph 3.9.2 is not satisfied**, the Parties agree that under this arbitration clause, **the place of arbitration shall be Tbilisi, while arbitration competence shall be established as follows:**

3.9.1.1 The dispute shall be subject to arbitration by **The House of Arbitration LLC** (ID 411322359) if the total value of the subject matter(s) in dispute referred in a single arbitration between the Borrower and the Bank does not exceed 50 000 (fifty thousand) GEL (or the equivalent in foreign currency, according the official exchange rate of the National Bank of Georgia (NBG) as of the claim submission date);

3.9.1.2 The dispute shall be subject to arbitration by the permanent arbitration institution "Tbilisi Arbitration Institute" (ID 205273005) if the total value of the subject matter(s) in dispute referred in a single arbitration between the Borrower and the Bank exceeds 50 000 (fifty thousand) GEL (or the equivalent in foreign currency, according the official exchange rate of the National Bank of Georgia (NBG) as of the claim submission date);

3.9.2 If the place of the execution of the Master Agreement, and/or the Borrower's legal and/or physical address set out in the Master Agreement (any of these locations) is in 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 under this arbitration clause, regardless of the value of the subject matter(s) in dispute, the place of arbitration shall be the city of Kutaisi, while the dispute shall be subject to arbitration by The House of Arbitration LLC (411322359).

3.10 If the aforementioned arbitration institution(s) has/have been closed or suspended by the time of submitting the arbitration claim, the dispute shall be referred to the court for review and final resolution. 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.

3.11 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 this Agreement provides for other arbitration rules and procedures or sets different and/or additional arbitration rules and procedures as compared to those envisaged by the regulation 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 arbitral tribunal shall resolve the dispute in line with the norms envisaged by the legislation 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 50 000 (fifty thousand) or its equivalent in foreign currency according to the official exchange rate on the day of filing the arbitration claim, the arbitral tribunal will be conducted without hearing (a 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, the Party shall be authorized to file a request to the permanent arbitration institution or the arbitral tribunal, once appointed, for the issuance of interim measure(s). Any interim measures issued by the permanent arbitration institution (or the arbitral tribunal) shall be binding. Unless specified by the regulations of the permanent arbitration agency and/or the applicable legislation, decisions on arbitral proceedings relating to the issuance of arbitral award shall be made by the Chair of the permanent arbitration. The arbitral award shall enter into force upon its issuance and may not necessarily include motivation.

3.12 If a dispute arising out of this Agreement is subject to court jurisdiction on any grounds whatsoever (including based on the agreement between the Parties, a provision hereof, etc.) and will be heard in the court, the Parties agree that pursuant to Paragraph 268.1[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.

3.13 If the Client has to service several liabilities at a time (pay several credit payments on the same date), on each such occasion (each time before he/she makes such payments), the Client can file an application at any branch/service centre of the Bank and request a permission to pay the liabilities in a preferred order. If the Client does not exercise this right, the Bank will deduct the payments in the following order: first, deduct credit card/overdraft payment(s), then unsecured credit payment(s) and last - secured credit payment(s). Furthermore, in each case, the Bank reserves the right to revise unilaterally the order of payments to be charged.

3.14 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.

3.15 This Agreement has been executed in 2 (two) equally valid counterparts, one of which shall remain with the Bank and the other shall be transferred to the Client.

DETAILS OF THE PARTIES

The Bank	The Client / the Borrower
TBC Bank JSC	**NAME**
Identification number: 204854595	Passport/Personal number:
Address: #7 Marjanishvili street, Tbilisi	Registered address: actual address:
Telephone number: +99532 2272727	Telephone number:
Supervisory Body: National Bank of Georgia (address: #2 Sanapiro str. Tbilisi)	Email:
______________________________ Facsimile (specimen signature)	______________________________ Facsimile (specimen signature)
______________________________ Signature (please, print your name in full)	______________________________ Signature (please, print your name in full)