



**Important Terms of the Agreement**  
**Preamble to Bank Credit Agreement**

Day, Month, Year

**Interest Rate on the Credit**

Type of Interest Rate:

**For adjustable-rate loans (tied to a Refinancing index):**

Indexed from:

**For fully fixed-rate loans:**

Fixed

**For hybrid (mixed-rate) loans:**

Fixed from:

Indexed from:

Interest Rate:

**For adjustable-rate loans (tied to a Refinancing index):**

Annual X% (Refinancing Rate + X%). In any case, the lower threshold of the annual interest rate will not be less than X% or the market rate.

**For fully fixed-rate loans:**

Annual X %

**For hybrid (mixed-rate) loans:**

From – Annual Fixed X%

From \_ (hereinafter the "Date of Revision") - the Annual Indexed Rate will equal the following: X% (the Base Rate) plus the Refinancing Rate as of the Date of Revision. In any case, the lower threshold of the annual interest rate will not be less than X% or the

market rate.

Effective Interest Rate: X%

**For adjustable-rate loans (tied to a Refinancing 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

According to the attached Schedule.

Final Payment:

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 Until liabilities arising under this Agreement are fully satisfied

Period:

One-time payment of no more than 20.00 GEL until the past due liability is paid off.

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.

**In the case of development project within the scope of state subsidy**

0.1 % 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:

**For fixed-rate loans:**

**If paid off / closed with its/his own resources:** 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 Refinancing index):**

If paid off / closed with its/his own resources: 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:**

0.5% of the amount paid towards the outstanding principal balance at the time of payment

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

**For adjustable-rate loans (tied to a Refinancing index):**

0.5% of the amount paid towards the outstanding principal balance at the time of payment

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)).

**In the event that the customer does not have the right to refuse this agreement:**

The customer is not entitled to the Right to Withdraw from this Agreement pursuant to the Law of Georgia on the Protection of Consumer Rights and/or Order N 32/04 of the President of the National Bank of Georgia dated 9 March 2021 on the Approval of the Rule on the Protection of Consumer Rights while Providing Services by Financial Organizations.

**In the event that the customer has the right to refuse this agreement:**

The customer is entitled to revoke the present Agreement without providing any justifications whatsoever, within 14 (fourteen) calendar days of executing/delivering this Agreement. Terms related to the Right to Withdraw from Contract/Agreement, actions to be taken/liabilities to be satisfied by the Client and other important information are set forth in Paragraph 2.16 of Article 2.

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.

**For adjustable-rate loans (tied to a Refinancing 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.**

**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%.**

Useful information for customers is available on the National Bank of Georgia's website  
[www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) and via hotline – 032 2 406 406



## **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);

to submit to the Bank a written certificate on existence/non-existence of the aforementioned liability upon request;

**In case of a restructured loan:**

1.4 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.

1.5 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);

1.6 The Agreement is an integral part of the Additional Agreement

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

1.8 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.





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.

## 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:

### 2.3.2 Available Amount of Credit

2.4 Term: Days

2.5 Interest Rate: **For fully fixed-rate loans:**

Annual KK%

**Form adjustable loans (tied to the Refinancing Rate):**

Annual KK% (SS% (hereinafter the “Base Rate”) plus the Refinancing (Monetary Policy) Rate (hereinafter the “Base Rate Surplus”) set by the National Bank of Georgia as of the Date of Revision.

**For hybrid (mixed-rate) loans:**

**From (Date1)** – Annual Fixed XX%

**From (Date2)** - (hereinafter the Date of Revision) throughout the entire validity term of the Bank Credit Agreement the annual indexed interest rate (hereinafter the Indexed Interest Rate) will equal: YY% (hereinafter the Base Rate) plus the Refinancing (Monetary Policy) Rate (hereinafter the “Public Index”) set by the National Bank of Georgia as of the Date of Revision.

**For adjustable loans (tied to the Refinancing Rate):**

The Indexed Interest Rate (the Base Rate plus the Public Index) will change (decrease or increase) on the following calendar day after the revision of the Public Index (hereinafter the “Date of Revision”) by the same amount as the Public Index (whether it decreases or increases). The revised interest rate will be charged unilaterally on the following calendar day after the Date of Revision. If the Public Index changes, 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 the Date of Revision the Public Index rate decreases by 0.25%, the Indexed Interest Rate on the credit will decrease accordingly to 9.75% on the following calendar day after the Date of Revision.

Example #2: If the Indexed Interest Rate on the bank credit is 10% as of the Date of Revision and after the Date of Revision the Public Index rate increases by 0.25%, the Indexed Interest Rate on the credit will increase accordingly to 10.25% on the following calendar day after the Date of Revision.

Information about the Public Index (index values) is available anytime: <http://nbg.gov.ge/>.

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

**The Base Rate Supplement / the Public Index** - is the Refinancing (Monetary Policy)

Rate set by the National Bank of Georgia. It may change (increase or decrease) along with the revision of the Refinancing (Monetary Policy) Rate set by the National Bank of Georgia. The revised interest rate will be charged unilaterally on the following calendar day after the Date of Revision. The revised interest rate will be charged unilaterally on the following calendar day after the Date of Revision. If the Public Index changes, 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 also 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, as of and/or after the Date of Revision up to credit maturity, the minimum threshold of the Annual Interest Rate (the Base Rate plus the Base Rate Supplement (Public Index) as of the Date of Revision) shall not be below 3.5% (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). 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.

#### 2.5.1 Type of Interest Rate:

##### **For adjustable loans (tied to the Refinancing Rate):**

**From Date 1** - indexed

##### **For fully fixed-rate loans:**

Fixed

##### **For hybrid (mixed-rate) loans**

**From Date 2** - fixed

**From Date 3** - indexed

X%

##### **For adjustable-rate loans (tied to a Refinancing 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.

**In the case of default on the contractual provision(s)/liability(ies).**

YT % in the case of default on the contractual provision(s)/liability(ies). 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 .

**2.5.3 Financial Expenses:**

**2.5.4 monthly Interest:**

**For fixed-rate loans:**

XXX %

**For adjustable-rate loans (tied to a Refinancing index):**

YYY %

**For hybrid loans (a combination of fixed-rate and adjustable-rate loans):**

Fixed from: XY %

Indexed from: YR %

2.7 Form of Disbursement: To be drawn in tranches / according to the attached schedule

2.8 Repayment Schedule: According to the attached Schedule.

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.

2.8.1 Repayment Schedule Revision: 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.

2.9 **Late Payment Penalty:** No more than one-time payment of 20 (twenty) GEL 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.

**In the case of development project within the scope of state subsidy**

0.1 % 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

2.10 Early Repayment Fee:

**For fixed-rate loans:**

**If paid off / closed with its/his own resources:** 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 Refinancing index):**

**If paid off / closed with its/his own resources:** 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

2.11 External Refinancing Fee:

**For fixed-rate loans:**

0.5% of the amount paid towards the outstanding principal balance at the time of Payment

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

**For adjustable-rate loans (tied to a Refinancing index):**

0.5% of the amount paid towards the outstanding principal balance at the time of Payment

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

2.12 Approval Fee:

2.13 Disbursement Fee:

2.14 Commitment Fee:

**If disbursed in tranches:**

X% of the undrawn amount

2.15 Additional Conditions:

( The entry for life, property and auto insurance in the paragraph below is variable/depends on the specific loan terms)

Throughout the credit validity period / for the term indicated in Paragraph 2.4 of this Agreement and on terms and conditions required by the Bank, the Borrower shall apply for Mortgaged Property Insurance, with the insurance coverage (as provided in the Property Insurance Policy(ies)) being within the range of the credit amount, Life and/or Accident Insurance for the outstanding credit exposure (in line with the insurance coverage provided in the Life Insurance Policy(ies)) and Auto Insurance for cars proposed as collateral, for the fair market value set/established by the Bank.

The insurance policies can be obtained from the insurer selected by the Borrower, on the condition that the Bank shall be the sole beneficiary of the Insurance Policy Insurance organization.

The Borrower also represents and warrants that for proposed Bank offered the Borrower 3 insurer options with their respective insurance terms and conditions / information brochures: International Insurance Company Irao JSC (ID 205023856), Insurance Company GPI Holding JSC (ID 204426674), TBC Insurance JSC (ID 405042804), of which the Borrower chose (COMPANY NAME (ID---)).

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 before the Bank is fully settled. 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%

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. 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).

2.16 Right to Withdraw from Contract/Agreement

**In the event that the customer does not have the right to refuse this agreement:**

The Borrower is not entitled to the Right to Withdraw from this Agreement pursuant to the Law of Georgia on the Protection of Consumer Rights and/or Order



N 32/04 of the President of the National Bank of Georgia dated 9 March 2021 on the Approval of the Rule on the Protection of Consumer Rights while Providing Services by Financial Organizations.

**In the event that the customer has the right to refuse this agreement:**

The Borrower is entitled to revoke the present Agreement without providing any justifications whatsoever, within 14 (fourteen) calendar days of executing/delivering this Agreement.

To exercise the Right to Withdraw, the Borrower must submit a relevant application to the Bank via any of the channels (in any of the ways) provided below:

- Visit any branch of the Bank;
- Contact the Call Center (+99532 2272727);
- Send the Bank a notification via internet / mobile 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 is exercising 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 over the actual period/day(s) of using the Bank Credit amount (until the Client exercises the Right to Withdraw) / insurance-related charges (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 signing 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 the 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 return/refund within the term/in a way envisaged by this Agreement/the Master Agreement, provided the Client completely and appropriately satisfies their respective liabilities within the term envisaged in this Paragraph (30 days).

## 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. Agreement under which the Extension Clause only applies to a particular bank credit agreement:

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.

### **2.21 Additional Information**

**For adjustable-rate loans (tied to a Refinancing index):**

Indexed interest rates (except inflation-indexed) expose the borrowers 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%.

### **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.  
This Agreement shall herewith be deemed the Client's application for a credit facility and for opening an account(s) and
- 3.3 by signing hereunder the Client confirms that:  
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](http://www.tbcbank.ge) (and to all amendments and additions thereto), whereby he/she/it joins the mentioned Agreement.
- 3.3.1
- 3.3.2 He/she/it agrees that in order to provide efficient and uninterrupted banking service, TBC Bank is authorized to retrieve the necessary amount/volume of the Client's personal data from the electronic database of LEPL Public Service Development Agency in compliance with the effective legislation

- 3.3.3 It agrees that the Bank will open for him/her/it a transaction (current) and/or call deposit account(s) (in any currency) for servicing credits (making payments) / satisfying its liabilities / for depositing/ transferring funds into the deposit account(s) and/or for withdrawing/transferring funds from the deposit account(s).
- 3.3.4 The Bank may use any channel of communication (including electronic, digital, etc.) for notifications.
- 3.4 The Bank may terminate credit relations and/or the validity of any, several or all additional agreements with the Client and/or claim from the latter the repayment of the principal of the credit together with the accrued interest and penalty (if any) and for this purpose, satisfy its claim through the realization of any of the Client's assets (unless otherwise defined by the legislation) and/or the seizure/garnishment of the Client's bank accounts / the unilateral use of funds in the Client's bank account(s), if the Client breaches any term/ obligation assumed under this and/or the Master Agreement and/or any of the conditions for the termination of the Agreement set forth in the Master Agreement(s) occurs.
- 3.5 Provided: a) the interest rate on the credit facility issued to the Client is lower than the interest rates on the Georgian credit market; b) the cost of the credit facility of the Bank issued to the Client materially changes so that it may generate loss for the Bank and/or threaten its financial stability; c) other processes occur, which may affect the credit market interest rate(s) set for the use of the credit; d) the legislative and/or any change is put into effect which may deteriorate the Bank's standing, the Bank shall be authorized to unilaterally change (increase) the interest rate at any stage of the Agreement validity. The Bank's right to revise (increase) the interest rate unilaterally as envisaged herein shall only be effective provided the interest rate on the market changes by more than 5%.
- 3.5.1 The Bank shall inform the Client regarding the change 2 (two) months in advance via SMS unless the interest rate is to be increased due to the Client's breach of any of its obligations and/or any of the terms and conditions of the credit facility. The Bank is not obliged to notify the Client in advance if the change is in favour of the Client.

- 3.5.2 If the Client does not accept the change, he/she/it will have to repay in full all of the credit facilities disbursed to him/her/it by the Bank within the aforementioned term. Otherwise, the Client will have to pay interest at an increased rate
- 3.6 If the Client 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](http://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.
- 3.7 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(s) in dispute referred in a single adjudication between the Borrower and the Bank is less than GEL 7 000 (seven thousand) or the 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 total value of the subject matter(s) in dispute in a single arbitration between the Borrower and the Bank 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). Furthermore, in the case described herein, under the arbitration agreement, the Parties also agree that the arbitration venue shall be the city of Tbilisi.
- 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 Abkhaz, 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 subject matter(s) in dispute in a single arbitration between the Borrower and the Bank 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, in the case described herein, under the arbitration agreement, the Parties also 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 permanent court of arbitration regulations effective as of the claim receipt date. The arbitration shall follow the norms provided for 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 30 000 (thirty thousand) or its equivalent in foreign currency based on the official exchange rate as of the date of filing the arbitration claim, the arbitration will be conducted without hearing (a form of arbitration proceeding) in compliance with the regulations of the permanent court of arbitration. Before the commencement of arbitral proceedings or at any stage thereof until the final arbitral award is issued, the Party hereto is entitled to file a petition to the permanent court of arbitration or the arbitral tribunal (once appointed) to apply for the execution of arbitration claim security measure(s). The latter is/are binding and 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 court of arbitration 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<sup>1</sup> 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 and/or the arbitration institution and/or the arbitrators in writing including by electronic mail (electronically). The Parties agree that any official notification associated with this Agreement, including withdrawal from contract/revocation, cancellation/voidance or termination hereof, as well the granting of an additional/remedial 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 or provided by the Client by any source/channel. 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 or provided by the Client by any source/channel. If a notification is sent to the Party by electronic mail at the email address indicated in Details of the Parties hereunder or provided by the Client by any source/channel, 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 or provided by the Client by any source/channel 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 will 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](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)

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Facsimile (specimen signature)

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Signature (please print your full name)

The Client/Borrower

**Name, Surname**

Passport Number/Personal Number:

Address:

Telephone number:

E-mail address:

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Facsimile (specimen signature)

---

Signature (please print your full name)



Annex 1 to Bank Credit Agreement #?? (Hereinafter the “Agreement”)

Day, Month, Year

- 1 The Client acknowledges and agrees to the following:
- 1.1 He/She will join the Programme envisaged by the Government of Georgia's Resolution #388 of 02 August 2021 (hereinafter the "Resolution") on the Approval of the State Programme on "Subsidized Mortgage Loan" (hereinafter the "Programme").
- 1.2 Produce in Georgia, a legal entity under public law (LEPL) (hereinafter the "Agency") operating under the Ministry of Economy and Sustainable Development of Georgia, will co-finance the accrued annual interest rate on mortgage loan(s)/credit(s) disbursed to the Client based on the Agreement (hereinafter "Co-Financing" or "Subsidy").
- 1.3 Under the Subsidy, based on the Agreement, co-finance the accrued annual interest rate on mortgage loan(s)/credit(s) disbursed to the Client for 60 (sixty) months from the disbursement of the loan/credit as follows/in the following amount:
  - 1.3.1 If the Borrower has 1 or 2 children at the time of taking the loan (as of the Date of Disbursement) (for the purpose of this Agreement "child" refers to the Borrower's minor child/minor adopted child/minor step child (hereinafter the "Child")), 3.5% less the NBG Refinancing Rate as of the scheduled interest payment date (under the Agreement Schedule), but no more than 6%;  
If the Borrower has 3 or more children at the time of taking the loan (as of the Date of Disbursement), 1.5% less the NBG Refinancing Rate as of the scheduled interest payment date (under the Agreement Schedule), but no more than 8%;  
Interest Co-Financing will continue until the Refinancing Rate equals 5%, in which case the
  - 1.3.3 Agency will stop interest subsidy on loan(s)/credit(s) under the Subsidy as envisaged in the Agreement. If the Refinancing Rate increases above 5%, interest subsidy will be resumed automatically until the remaining Subsidy Term expires;  
If the term of a loan/credit disbursed under the Agreement is less than 60 (sixty) months, the
  - 1.3.4 Agency will co-finance the accrued annual interest rate on the disbursed loan/credit during the term of the loan/credit;

- 2 The Client is aware that the Subsidy applies to loan(s)/credit(s) actually taken by the Client from the Bank under the Programme, in the maximum total amount of 200000 (two hundred thousand) GEL.
- 3 The Client is aware that the repayment of the credit (including the principal, accrued interest, etc.) is the Client's obligation (whether or not the Agency provides co-financing). Therefore, the Bank will not be held responsible if co-financing from the Agency is hampered or suspended and/or stopped (for any reason whatsoever).
- 4 The Client represents and warrants that if co-financing from the Agency is hampered or suspended and/or stopped, for any reason whatsoever, the Client will not be released from the obligation to fully satisfy the liabilities under the Agreement with his/her assets, including full (re)payment of any credit liability (credit principal, the accrued interest (including the interest / co-financing amount payable by the Agency), penalty, if any, and any other liability arising out of the Agreement.
- 5 The Client is aware that the Agency will stop the co-financing of the annual interest accrued on the Credit if any of the following events occur:
  - 5.1 The Client defaults on his/her liabilities under the Agreement; specifically, the minimum payment under the Agreement loan repayment schedule becomes 120 (one hundred and twenty) days overdue and/or the Borrower receives from the Bank the Writ of Execution;

- 5.2 the Client losses Georgian citizenship;
- 5.3 The Agreement is terminated in compliance with the laws of Georgia on any grounds whatsoever;
- 5.4 The loan/credit is restructured/refinanced in a way not complying with the terms of the Programme and/or the Repayment Schedule is revised so that the Agency's original Subsidy term changes (increases);
- 5.5 The Agreement is terminated on any grounds whatsoever;
- 5.6 The Client breaches the purposes of the Agreement /credit;
- 5.7 A no-divorce certificate has not been submitted from the relevant authorized agency within 10 (ten) business days of the disbursement of the loan;
- 5.8 The registration of Bank's mortgage on the real estate to be purchased/renovated with the credit/loan disbursed under the Agreement has been cancelled;
- 5.9 The Bank receives the Writ of Execution;
- 5.10 It has been established that under the State Program "Mortgage Credit Support Mechanism" approved by the Georgian Government's Resolution #387 of 25 June 2020, a loan/bank credit has been disbursed to the Borrower;
- 5.11 In other cases envisaged by the laws of Georgia and/or the Programme/Resolution / if other preconditions for the termination of the Subsidy occur;

- 6 If the Client's share in the scheduled payment has been paid, the Bank may transfer to the Client's account the Agency's co-financing share for the given month (under the terms and conditions of the Programme) and afterwards draw the funds and use them towards the payment of the interest (liability) accrued on the loan/credit disbursed to the Client.
- 7 The Bank has the right to terminate its credit relationship / agreement with the Client if the Co-Financing allocated for the Client under the Programme is suspended or stopped for any grounds whatsoever and/or the Client defaults on its liabilities towards the Bank for reasons unrelated to the Bank (including due to seizure, lien, prohibition or any other restriction), as well as if the information submitted by the Client to the Bank/Agency appears to be incorrect/untrue (whether or not due to the Client). If the Bank terminates its credit relationship/agreement with the Client, the Client shall fully (re)pay all of its liabilities/outstanding debts towards the Bank upon the Bank's demand.
- 8 If the Bank does not exercise its right under Article 7 hereof, it will be entitled to revise unilaterally any and/or all terms envisaged in this Agreement (including Annexes thereof as well as agreements
- 9 made within the scope thereof).
- The Client shall comply with the purpose of the Credit/Agreement.



- 10 The Client represents and warrants that:
- 10.1 She/it is familiar with the Resolution and Subsidy provisions under the Programme (including the Subsidy termination provisions);
- 10.2 The Bank has provided Him/Her with complete and exhaustive information regarding the Resolution and terms of Co-Financing, including the Subsidy termination provisions;
- 10.3 Information provided by the Client to the Bank is true and accurate.
- 10.4 He/She fully complies with the criteria under the Programme, including all Subsidy criteria;
- 10.5 He/She shall forthwith notify the Bank regarding the loss of citizenship and/or the risk thereof and if the Bank so requests, submit to it relevant documents/information;
- 10.6 He/She will fully compensate the Bank for any damage caused to the Bank due to inaccurate/untrue information submitted by the Client and/or the Client's breach of the terms of the Agreement/Programme/Resolution (including the breach of Credit/Agreement purpose and/or inappropriate use of Co-Financing funds). In cases envisaged in this Paragraph, the Bank is also entitled to demand from the Client full refund of Co-Financing funds received/used under the Subsidy and payment of sanction(s)/penalty(ies) (if any) imposed by the Agency on the Bank;
- 11 The Client acknowledges that the Agency/the Bank may anytime monitor the loan(s)/credit(s) disbursed under the Programme without notifying the Client thereof additionally in order to check the compliance of the loan(s)/credit(s) disbursed to the Client under the Agreement with the Programme/Subsidy criteria / check if the purpose of the credit/loan has been fulfilled.
- 12 The Client agrees that, for the purposes of the Programme/the Subsidy, the Bank will provide the Agency with any information about the Client, in full and with no limitation whatsoever (including the Client's financial and personal information/data and the related documents, the Bank Credit Agreement, its Annexes and the related information/documents, as well as any other information/documents available to the Bank and/or submitted by the Client at the Bank's request for checking/verifying compliance with the Programme/Subsidy criteria.
- 13 This Annex is an integral part of the Agreement.

### Details of the Parties

The Bank

TBC Bank JSC

Identification Number: 204854595

Address: #7 K. Marjanishvili str.

Telephone number: +99532 2272727

Branch address: Service Centre #1 of TBC Bank JSC

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

The Client/Borrower

**Name, Surname**

Passport Number/Personal Number:

Address:

Telephone number:

E-mail address:

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Facsimile (specimen signature)

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Signature (please print your full name)

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Facsimile (specimen signature)

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Signature (please print your full name)

*In the case of development project within the scope of state subsidy*



**Annex 1 to Bank Credit Agreement #?? (Hereinafter the “Agreement”)**

TBILISI

Date

- 1 The Client acknowledges and agrees to the following:
  - 1.1 He/she/it will join the Programme envisaged by the Government of Georgia’s Resolution #387 of 25 June 2020 (hereinafter the “Resolution”) on the Approval of the State Programme on “Mortgage Credit Support Tool” (hereinafter the “Programme”).
  - 1.2 Within the scope of the Programme, a legal entity of public law (LEPL) Produce in Georgia (hereinafter the “Agency”), operating under the Ministry of Economy and Sustainable Development of Georgia, will co-finance the accrued annual interest on mortgage loan(s)/credit(s) disbursed to the Client based on the Agreement (hereinafter “Co-Financing” or “Subsidy”).
  - 1.3 Under the Subsidy, based on the Agreement, the Agency will co-finance the accrued annual interest on mortgage loan(s)/credit(s) disbursed to the Client maximum in the amount of 4% for 60 (sixty) months from the disbursement of the loan/credit as follows:
    - 1.3.1 In case of variable (indexed) interest rate loan(s)/credit(s): the NBG refinancing rate as of the scheduled interest payment date (under the Agreement Schedule) (hereinafter the Refinancing Rate) less 4.25%. Besides, the Interest Co-Financing will continue until the Refinancing Rate equals 5%. If the Refinancing Rate is revised, the share of the Agency Co-financing will equal the revised Refinancing Rate less 4.25% but no more than 4%;
    - 1.3.2 In case of fixed-rate loan(s)/credit(s): fixed payments of the Refinancing Rate as of the loan/credit disbursement date less 4.25%. Furthermore, the revision of the Refinancing Rate does not cause the Agency’s co-financing share to change on fixed-rate loan(s)/credit(s) disbursed hereunder;
    - 1.3.3 If the fixed rate on the loan/credit disbursed under subparagraph 1.3.2 hereof changes to a variable (indexed) rate: the Refinancing Rate as of the loan/credit interest payment date (under the Agreement schedule) less 4.25%. Furthermore, the Interest Co-Financing will continue until the Refinancing Rate equals 5%. If the Refinancing Rate is revised, the share of the Agency Co-financing will equal the revised Refinancing Rate less 4.25% but no more than 4%;
    - 1.3.4 If the Refinancing Rate decreases to 5%, the Agency will suspend the Co-financing on the loan(s)/credit(s) disbursed under Subparagraphs 1.3.1 and/or 1.3.3 hereof. The suspended Co-financing will be resumed (on loans/credits disbursed under subparagraphs 1.3.1 and/or 1.3.3 hereof) once the Refinancing Rate increases above 5% until the remaining Co-financing Term expires
  - 1.3.5 If the term of a loan/credit disbursed under the Agreement is less than 60 (sixty) months, the Agency will co-finance the accrued annual interest rate on the disbursed loan/credit during the term of the loan/credit;

2. The Client is aware that the Subsidy applies to loan(s)/credit(s) actually taken by the Client from the Bank under the Programme, in the maximum total amount of 200000 (two hundred thousand) GEL.
3. The Client is aware that the repayment of the credit (including the principal, accrued interest, etc.) is the Client's obligation (whether or not the Agency provides Co-financing). Therefore, the Bank will not be held responsible if the Co-financing from the Agency is hampered and/or suspended and/or stopped (for any reason whatsoever).
4. The Client represents that if the Co-financing/subsidy from the Agency is hampered and/or suspended and/or stopped, for any reason whatsoever, the Client will not be released from the obligation to fully satisfy his/her/its liabilities towards the Bank. The Client's liabilities under the Agreement will be secured with the client's entire assets. Inter alia, the Client will have the obligation to fully (re)pay on his/her/its own any/all credit liabilities (credit principal, the accrued interest (including the interest / Co-financing amount payable by the Agency), penalty, if any, and any other liability arising out of the Agreement).
5. The Client is aware that the Agency will stop the Co-financing of the annual interest accrued on the Credit within the Programme Subsidy if any of the following events occurs:
  - 5.1 The Client defaults on his/her/its liabilities under the Agreement; specifically, the minimum scheduled payment under the Agreement becomes 120 (one hundred and twenty) days overdue and/or the Bank receives the Writ of Execution;
  - 5.2 The Client loses the Georgian citizenship;
  - 5.3 The Agreement is terminated in compliance with the law of Georgia on any grounds whatsoever;
  - 5.4 In other cases envisaged by the law of Georgia and the Programme.
  - 5.5 The Client uses the Programme's Guarantee Component on the credit issued under the Agreement and defaults on the Component terms (an event of default envisaged under the Programme occurs);
  - 5.6 The Agreement is terminated for any reason/on any grounds whatsoever;
  - 5.7 The Client breaches the purposes of the Agreement /credit;
  - 5.8 The Bank receives the Writ of Execution;
6. If the Client's share in the scheduled payment has been paid, the Bank may transfer to the Client's account the Agency's co-financing share for the given month (under the terms and conditions of the Programme) and afterwards draw the funds and use them towards the payment of the interest (liability) accrued on the loan/credit disbursed to the Client.
7. The Bank has the right to terminate its credit relationship / agreement with the Client if the Co-Financing allocated for the Client under the Programme is suspended or stopped on any grounds whatsoever and/or the Client defaults on its liabilities towards the Bank for reasons unrelated to the Bank (including due to seizure, lien, prohibition or any other restriction), as well as if the information submitted by the Client to the Bank/Agency appears to be incorrect/untrue. If the Bank terminates its credit relationship/agreement with the Client, the Client shall fully (re)pay all of its liabilities/outstanding debts towards the Bank upon the Bank's demand.
8. If the Bank does not exercise its right under article 7 hereof, it will be entitled to revise unilaterally any and/or all terms envisaged in this Agreement (including Annexes thereof as well as agreements made within the scope thereof).
9. The Client shall comply with the purpose of the Credit/Agreement.

10. The Client represents and warrants that:
- 10.1 He/she is familiar with the Resolution and Subsidy provisions under the Programme (including the Subsidy termination provisions);
- 10.2 The Bank has provided him/her/it/ with complete and exhaustive information regarding the Resolution, Programme and Co-Financing, including the termination provisions;
- 10.3 Information provided by the Client to the Bank is true and accurate.
- 10.4 He/she fully complies with the criteria under the Programme/Resolution, including all Subsidy criteria;
- 10.5 He/she shall forthwith notify the Bank regarding the loss of citizenship and/or the risk thereof and if the Bank so requests, submit to it relevant documents/information;
- 10.6 He/she will fully compensate the Bank for any damage caused to the Bank due to inaccurate/untrue information submitted by the Client and/or the Client's breach of the terms of the Agreement/Programme/Resolution (including the breach of Credit/Agreement purpose and/or inappropriate use of Co-Financing funds). In cases envisaged in this paragraph, the Bank is also entitled to demand from the Client full refund of Co-Financing funds received/used and payment of sanction(s)/penalty(ies) (if any) imposed by the Agency on the Bank; If such claim(s) arise, the Client is liable to fulfill the Bank's claims;
11. The Client acknowledges that the Agency/the Bank may anytime monitor the loan(s)/credit(s) disbursed under the Programme without notifying the Client thereof additionally in order to check the compliance of the loan(s)/credit(s) disbursed to the Client under the Agreement with the Programme criteria.
12. The Client agrees that, for the purposes of the Programme, the Bank will provide the Agency with any information about the Client, in full and with no limitation whatsoever (including the Client's financial and personal information/data and the related documents, the Bank Credit Agreement and the related information/documents, etc.).
13. If the Client takes loans from several banks at a time within the Programme (if per client (beneficiary) loan limit is used up), the Client will only receive the Co-financing under the Programme on the loan that was disbursed earlier (in full or partly).
14. This Annex is an integral part of the Agreement.