Special Terms of the Solidary Suretyship Agreement

Annex #1

1. **Hierarchy of the Main Terms and the Special Terms of the Solidary Suretyship Agreement**
    1.1. The legal relationship between the Parties arising out of the Solidary Suretyship Agreement is governed by: (a) the Solidary Suretyship Agreement – the Main Terms, (b) Special Terms of the Solidary Suretyship Agreement and (c) Any additional agreement executed by and between the Parties in relation to the Solidary Suretyship Agreement (including Amendments/Additions thereto). These documents together constitute the entire agreement, each being an integral part of the others. In the event of discrepancy between the terms of the aforementioned documents, the Main Terms of the Solidary Suretyship Agreement and the additional agreement related thereto shall be given precedence.
2. **Obligations of the Surety**
    2.1. If the Surety fails to fulfill any of his/her/its obligations under the Solidary Surety Agreement in a timely manner and if the Bank demands, the Surety shall pay the Bank a penalty of 0,5% of the Maximum Surety Bond set forth in the Main Terms of the Solidary Suretyship Agreement per day overdue on each liability.
    2.2. The Surety agrees to settle the Client's liability without any preconditions, including whether or not the Bank has attempted to enforce the claim against the Client.
    2.3. The Surety shall ensure that any document (statement, agreement, etc.) required for the Bank to fully exercise its right(s) under the Solidary Suretyship Agreement are signed within no later than 2 (two) calendar days and forthwith delivered to the Bank.
    2.4. During the validity period of the Solidary Suretyship Agreement, the Surety waives his/her/its right to:
        2.4.1. Object to satisfying the Bank's claim including if the Client (the Debtor) has the right to dispute the Master Agreement, any of the additional agreements or any agreement executed within the scope thereof;
        2.4.2. Apply for release from suretyship in any case, including if:
            2.4.2.1. The Client's (Debtor's) property status has deteriorated significantly;
            2.4.2.2. Debt recovery from the Client (Debtor) has become significantly difficult because the Client (Debtor) has changed his/her address;
            2.4.2.3. The counterparty under the Master Agreement and/or additional agreement has changed;
            2.4.2.4. The Bank has assigned the liabilities arising out of the Master and/or additional agreement(s) to a third party.
    2.5. Suretyship will terminate only after discharge of liabilities hereunder (full satisfaction of the liabilities) or upon agreement of the Parties.
    2.6. The Surety is not entitled to unilaterally terminate the Solidary Suretyship Agreement until full satisfaction of all his/her/its liabilities under the Solidary Suretyship Agreement and any and all documents executed within the scope thereof.
    2.7. The Surety represents and warrants that, information supplied by him/her/it to the Bank (including his/her/its business activity details and taxpayer status) as of the date of execution of the Main Terms of the Solidary Suretyship Agreement, is true, accurate, complete and exhaustive. The Surety shall forthwith notify the Bank regarding any changes in his/her identification data, contact information, status or activity.
    2.8. The Surety agrees in advance that the Bank shall not be held responsible for not notifying the Surety if any amendment(s) and/or addition(s) are made to the Master and/or additional agreements executed by and between the Bank and the Borrower and this shall not affect the outcome(s) of any amendments/additions made to the Master and/or additional agreement(s) as well as of this Agreement. Furthermore, if there are several borrowers under the Master Agreement(s), the Bank may, at its own discretion, reduce their number at any time during the validity term of the Solidary Suretyship Agreement, without giving the Surety advance notice/without the Surety's prior consent.
    2.9. The Bank is entitled to block the Surety's banking account(s) if any scheduled payment under any additional agreement(s) goes 14 (fourteen) days overdue – restrict active transactions to/from the account(s) (cash withdrawal, transfer, conversion, etc.), only incoming payments/cash deposits will be permitted.
3. **Processing and Non-Disclosure of Owner Information**
    3.1. TBC Bank JSC (address: 7 Marjanishvili, Tbilisi) will collect/process all credit/non-credit and other relevant information about the individual/entity (the Owner) related to data delivery to/retrieval from the Credit Information Bureau (CIB) according to the rules/on the terms and conditions envisaged by the law of Georgia. This information is processed for customer creditworthiness analysis and will be available to CIB's authorized users as stipulated in the law (lending organizations and information providers/receivers). Upon the the customer's (including the data subject's) request, the

data processor shall correct, update, add, block, erase/delete or destroy the data if they are incomplete, inaccurate, outdated or have been collected and processed unlawfully.

3.2. The Owner grants the Bank an unconditional authority to perform the following activities during the validity period of the Solidary Suretyship Agreement, without any limitations (as to the amount/volume), and without the Owner's additional consent:

3.2.1. In compliance with the effective legislation and in order to provide an efficient and uninterrupted service to the Owner, retrieve from the electronic database of LEPL State Services Development Agency the necessary amount of the Owner's personal data;

3.2.2. Disclose to the court, the arbitral tribunal and/or a third party (as required by law) any information about the Owner (including information about the Owner's bank accounts, transactions, account balances and liabilities) and any agreement concluded with the Owner;

3.2.3. Supply information about the Owner's liabilities towards the Bank to the Client, the Client's Surety/ies and/or any person whose assets secure the Client's liability/ies, and/or upon request, provide any person mentioned herein with copies of relevant agreements made between the Bank and the Owner. Furthermore, spread information about any breach of the Owner's liabilities under any agreement between the Owner and the Bank through any channel, provided any person mentioned herein is spreading information about the Bank.

3.2.4. For problem asset(s) management purposes, supply the Bank's contractor problem assets management company with any information about the Owner and any agreement made with the Owner, if the Owner/the Borrower fails to perform in a timely manner and/or properly any of his/her/its liabilities towards the Bank. The problem assets management company, on its part, undertakes to protect information supplied by the Bank;

3.2.5. Supply, as necessary, any information about the Owner and any agreement made with the Owner to the Bank's auditors, consultants, advisors and other natural or legal persons belonging to a similar category. The latter, on their part, undertake to protect information supplied by the Bank;

3.2.6. For the purpose of proposing and offering various services to the Owner (including various facility offers), supply necessary information (including the Owner's personal data) to the Bank's subsidiaries or other related entity/ies. The latter, on their part, undertake to keep the information supplied by the Bank confidential;

3.3. Issues related to personal data processing are additionally regulated by the Bank's Privacy Policy, published on the Bank's website: https://tbcbank.ge/ka/privacy-policy.

3.4. Any information exchanged between the Parties under the Solidary Suretyship Agreement, whether documented or oral, shall be deemed strictly confidential. Each party shall keep the information received strictly confidential and do not disclose it to any third party. The Party shall prevent any third-party access to the confidential information on a best-efforts basis, while in the event of disclosure, forthwith notify the other party and take all necessary steps to stop the disclosure. The Party undertakes to compensate for all damages that may be inflicted on the other party as a result of unlawful disclosure of information (including reputational harm), regardless of the amount of damage. The Party shall not bear responsibility if confidential information is spread/disclosed as required by the law of Georgia.

4. Closing Provisions

4.1. The Suretyship shall come into force upon registration with a relevant registration authority and remain in force for an indefinite term (until the Bank confirms the termination thereof in writing).

4.2. Issues not covered in the Solidary Suretyship Agreement shall be regulated by the Parties in compliance with the law of Georgia.

4.3. Communication between the Parties is regulated by the Main Terms of the Solidary Suretyship Agreement.

4.4. The Parties agree that the information published on the Bank's website and maintained in the Bank's database (software), as well as electronic copies and printouts thereof, certified by the Bank, have evidential value and may serve to substantiate or challenge the occurrence of any facts or events pertaining to the contractual relations.

4.5. The Owner may not assign any of his/her obligations or rights under the Solidary Suretyship Agreement to any third party without the Bank's prior written approval.

4.6. The Bank is entitled to transfer to a third party any of its rights acquired under the Solidary Suretyship Agreement in whole or in part without the Owner's consent.

4.7. All terms and provisions of the Solidary Suretyship Agreement shall apply to and are binding upon the assignees/transferees and legal successors of the Parties.

4.8. The Parties hereby acknowledge that the Solidary Suretyship Agreement accurately reflects their true intent, which they express as a result of reasonable understanding of the Solidary Suretyship Agreement, rather than solely by reference to its literal wording.

4.9. Amendment(s) and addition(s) to the Solidary Suretyship Agreement can be made based on the Parties' mutual agreement in writing, with the exception of amendment(s) and/or addition(s) to the provision of the Special Terms, which the Bank may amend unilaterally and which will be published as per the rules for the publication of this Document. Any amendment and/or addition to the Solidary Suretyship Agreement, including the Owner's consent, shall be deemed to be an integral part of the Solidary Suretyship Agreement even if it has not been submitted to a relevant registry agency for registration.

4.10. If any of the provisions of the Solidary Suretyship Agreement is or will be void in the future, this shall not result in the voidance of the entire Agreement. All provisions of the Solidary Suretyship Agreement, except the one voided, shall remain valid.

4.11. The Solidary Suretyship Agreement has been composed in Georgian. If translated into a language other than Georgian, the Georgian version shall prevail in the event of any conflict between the Georgian and non-Georgian versions.

4.12. The supervisory authority of the Bank is the National Bank of Georgia (address: 0114 Tbilisi, 2 Sanapiro str.; website: www.nbg.gov.ge).