Essential Terms and Conditions of the Agreement

Loan Agreement No ___

The city of __ __ 20__

Loan interest rate

Interest rate type:

(During the period from - / - / ---- to - / - / ---- inclusive – fixed; --% per annum)[1]

(During the period from - / - / ---- to - / - / ---- inclusive – fixed; --% per annum

During the period from - / - / ---- to - / - / ---- inclusive – indexed; --% per annum. Refinancing rate plus -- %)[2]

(During the period from - / - / ---- to - / - / ---- inclusive – indexed; --% per annum. Refinancing rate plus -- %)[3]

In the case of refinancing rate:

(The Bank may unilaterally, repeatedly, without further authorisation of the Borrower, automatically increase/decrease the interest rate by as many percentage points as the refinancing (monetary policy) rate increases/decreases but no less than ---% and no more than ---% per annum.)[4]

The effective interest rate: --- % (The effective interest rate of the loan is calculated on the assumption that the index valid at the time of entering into the Agreement will be unchanged during the validity of the Agreement.)[5]

Financial costs:

Monthly payments ((principal and interest): (GEL/USD/EUR ___; payment at the end of the term GEL/USD/EUR ----.)[6] (According to the attached schedule.)[7] (Payments shall be made according to the index change)[8]

Insurance costs: **GEL** ___

Loan disbursement fee: ___

Cash withdrawal fee: ___

Cash transfer fee: ___

Security Agreement registration cost: **GEL** ___

Notarial costs: **GEL** ___

Origination fee: ___

Other contractual information:

Total loan amount: GEL/EUR/USD ____

[1] If the loan is granted only at a fixed interest rate
[2] If the loan is granted only at a fixed and indexed interest rate (the mixed interest rate loan)
[3] If the loan is granted only at an indexed interest rate
[4] If the loan interest rate is tied to the refinancing rate
[5] Only for loans with an indexed interest rate
[6] If the payments determined by the Loan Repayment Schedule are equal
[7] If the payments determined by the Loan Repayment Schedule are not equal
[8] Only for loans with an indexed interest rate

Total repayment amount: GEL/EUR/USD ____

Loan Agreement and Loan validity period: _____ months

The consumer IS entitled to reject this contract without specifying any grounds within 14 (fourteen) calendar days from the conclusion/delivery of this contract. For detailed information please see Article 8[1] of the „Additional Contractual Conditions“ posted on the official website www.procreditbank.ge.[9]

The consumer is NOT entitled to reject this contract under the law of Georgia „On the protection of Consumer Rights“ and/or 09.03.2021 order of the President of the National Bank of Georgia on "The Regulation on the Protection of Consumer Rights in the Provision of Services by Financial Organizations".[10]

Early repayment fee a) In instances of refinancing a loan denominated in GEL with a loan issued in the same currency from another financial institution, or a loan denominated in foreign currency with a loan issued in any foreign currency from another financial institution, wherein the borrower constitutes either a natural person or a legal entity, and the aggregate principal amount does not surpass two million GEL (or its equivalent in an alternate currency), the early repayment fee shall not exceed 0.5% of the paid-up capital. b) In instances of refinancing a loan denominated in GEL with a loan issued in the same currency from another financial institution, or a loan denominated in foreign currency with a loan issued in any foreign currency from another financial institution, wherein the borrower constitutes a legal entity and the aggregate principal amount exceeds two million GEL (or its equivalent in an alternate currency), or irrespective of the loan amount, in cases involving early repayment by the borrower, whether a natural person or legal entity, utilizing its own funds, the specified conditions shall apply. **(**During the period of variable interest rate accrual, the early repayment fee is calculated according to the term remained before the end of the Agreement: a) 0% - if there are less than 6 months left before the expiry of the agreement; b) 0,5% - if there are 6 to 24 months left before the expiry of the agreement; c) 1% - if there are more than 24 months left before the expiry of the agreement.**)** **(**During the period of fixed interest rate accrual, the early repayment fee is calculated according to the term remained before the end of the Agreement: a) 0% - if there are less than 6 months left before the expiry of the agreement; b) 0,5% - if there are 6 to 12 months left before the expiry of the agreement; c) 1% - if there are 12 to 24 months left before the expiry of the agreement; d) 2% - if there are more than 24 months left before the expiry of the agreement.**)** **(**During the period of indexed interest rate accrual, the early repayment fee is calculated according to the term remained before the end of the Agreement: a) 0.5% - if there are more than 6 months and 0% if there are less than 6 months left before the expiry of the agreement.**)** (0% in case of repayment during the project period;)[11]

In the case of a grace period of the loan, first, the interests/penalties/any expenses accrued during the grace period are subject to full payment (if any).

Late payment fee: __% of the overdue loan amount per day in arrears. Besides, the calculated amount of penalties provided/imposed by this Agreement and financial sanctions of any form shall not exceed the maximum amount established by law at each time of overdue payment.

In case of changes to the essential terms and conditions of this Agreement, the Bank shall notify the customer no less than 2 (two) months before the change, and in case of an

[9] If the consumer has right to reject the contract

[10] If the consumer has NO right to reject the contract

[11] In the case of a project financed by the LEPL Enterprise Georgia and/or N(N)LE Rural Development Agency

increase in the price of another financial product – no less than one month before the increase, in writing or via email or Internet Banking or short text message or telephone call.

(The effective interest rate in case of an increase of the Refinancing Rate by 5 percentage points: -- %)[12]

In case of dissatisfaction or remark, the customer may file a complaint orally, in free written, standard written or electronic form, or apply other mechanisms provided for by legislation for filing complaints. The Bank responds to complaints within no more than 1 (one) month from the receipt.

Information useful to customers is available on the National Bank of Georgia website **at** www.nbg.gov.ge/cp or via hotline **–** 032 2406406.

[12] Only for loans with an indexed interest rate

Loan Agreement No __

The city of __ **__ __ 20__**

Article 1

1.1 The Bank: JSC ProCredit Bank; identification number: 204851197

1.2 The Borrower: (Full name (P/N/ID No __), address)

1.3 For the purposes of this Agreement, the term "Borrower" may encompass either a single borrower or a group of borrowers (co-borrowers), as per the specific context. Borrowers/Co-borrowers are jointly and severally liable debtors or joint debtors.

We, Co-borrowers, hereby agree to the following:[13]

Article 2

The Bank shall grant a loan to the Borrower under the terms and conditions of this Agreement, within the scope of the project – Preferential Agro Credit (hereinafter the Project) implemented by the N(N)LE Rural Development Agency (ID No 404923785) (hereinafter the Agency).[14]

Within the scope of the state program – Enterprise Georgia (hereinafter the Project) approved by the "Georgian Economic Development Corporation" JSC (ID No 404814126) (hereinafter "Corporation") subordinated to the Ministry of Economy and Sustainable Development of Georgia under Resolution No 365 of 30 May 2014 of the Government of Georgia.[15]

2.1 Total loan amount: GEL/EUR/USD __

The Borrowers agree that the entire loan amount will be deposited into the current account of (*the Borrower's first name and surname*) with the Bank (*current account number*). In connection with this, they are giving the Bank an irrevocable order.[16]

2.2 Interest rate on the loan: --% per annum

2.3 Interest rate type:

(During the period from - / - / ---- to - / - / ---- inclusive – fixed; --% per annum)[17]

(During the period from - / - / ---- to - / - / ---- inclusive – fixed; --% per annum

During the period from - / - / ---- to - / - / ---- inclusive – indexed; --% per annum. (Refinancing rate) plus -- %)[18]

(During the period from - / - / ---- to - / - / ---- inclusive – indexed; -- % per annum. (Refinancing rate) plus -- %)[19]

In the case of refinancing rate:

(The refinancing (monetary policy) rate as determined by the National Bank of Georgia (NBG). The refinancing (monetary policy) rate at the time of granting the loan is -- %. The Bank may unilaterally, repeatedly, without further authorisation of the Borrower, automatically increase/decrease the interest rate by as many percentage points as the refinancing (monetary policy) rate increases/decreases but no less than ---% and no more than ---% per annum**.** The refinancing (monetary policy) rate determined by the NBG is publicly available on the NBG website at www.nbg.gov.ge**.**)

2.4 **Monthly payments** ((principal and interest): GEL/EUR/USD __ **Payment at maturity:** GEL/EUR/USD __)[20] (According to the Repayment Schedule attached)[21] (Payments shall be made according to the index change)[22]

2.5 Total repayment amount: GEL/EUR/USD __

2.6 Loan Agreement and Loan validity period: __ months

2.7 Amount to be withdrawn from the total loan amount, less financial expenses: __

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[13] in the case of Co-borrowing

[14] If the loan is granted within the Preferential Agro Credit

[15] If a loan is granted under No 365 resolution of the Government of Georgia

[16] in the case of Co-borrowing

[17] If the loan is granted only at a fixed interest rate

[18] If the loan is granted only at a fixed and indexed interest rate (the mixed interest rate loan)

[19] If the loan is granted only at an indexed interest rate

[20] If the payments determined by the Loan Repayment Schedule are equal

[21] If the payments determined by the Loan Repayment Schedule are not equal

[22] Only for loans with an indexed interest rate

2.8 Effective interest rate on the loan: __ % **(**The effective interest rate of the loan is calculated on the assumption that the index valid at the time of entering into the Agreement will be unchanged during the validity of the Agreement.**)**[23]

(The effective interest rate in case of an increase of the Refinancing Rate by 5 percentage points: -- %)[24]

2.9 Loan disbursement fee: __

2.10 Insurance costs: __

2.11 Cash withdrawal fee: __

2.12 Cash transfer fee: __

2.13 Security Agreement registration cost: __

2.14 Notarial costs: __

2.15 Origination fee: __

2.16 Early repayment fee: a) In instances of refinancing a loan denominated in GEL with a loan issued in the same currency from another financial institution, or a loan denominated in foreign currency with a loan issued in any foreign currency from another financial institution, wherein the borrower constitutes either a natural person or a legal entity, and the aggregate principal amount does not surpass two million GEL (or its equivalent in an alternate currency), the early repayment fee shall not exceed 0.5% of the paid-up capital. b) In instances of refinancing a loan denominated in GEL with a loan issued in the same currency from another financial institution, or a loan denominated in foreign currency with a loan issued in any foreign currency from another financial institution, wherein the borrower constitutes a legal entity and the aggregate principal amount exceeds two million GEL (or its equivalent in an alternate currency), or irrespective of the loan amount, in cases involving early repayment by the borrower, whether a natural person or legal entity, utilizing its own funds, the specified conditions shall apply. **(**During the period of variable interest rate accrual, the early repayment fee is calculated according to the term remained before the end of the Agreement: a) 0% - if there are less than 6 months left before the expiry of the agreement; b) 0,5% - if there are 6 to 24 months left before the expiry of the agreement; c) 1% - if there are more than 24 months left before the expiry of the agreement.**)** **(**During the period of fixed interest rate accrual, the early repayment fee is calculated according to the term remained before the end of the Agreement: a) 0% - if there are less than 6 months left before the expiry of the agreement; b) 0,5% - if there are 6 to 12 months left before the expiry of the agreement; c) 1% - if there are 12 to 24 months left before the expiry of the agreement; d) 2% - if there are more than 24 months left before the expiry of the agreement.**)** **(**During the period of indexed interest rate accrual, the early repayment fee is calculated according to the term remained before the end of the Agreement: a) 0.5% - if there are more than 6 months and 0% if there are less than 6 months left before the expiry of the agreement.**)**

(0% in case of repayment during the project period;)[25]

2.17 In the case of a grace period of the loan, first, the interests/penalties/any expenses accrued during the grace period are subject to full payment (if any).

2.18 **Late payment fee**: __% of the overdue loan amount per day in arrears. Besides, the calculated amount of penalties provided/imposed by this Agreement and financial sanctions of any form shall not exceed the maximum amount established by law at each time of overdue payment.

2.19. **Type of Credit: (retail loan)(business loan)**

2.20. The consumer IS entitled to reject this contract without specifying any grounds within 14 (fourteen) calendar days from the conclusion/delivery of this contract. For detailed information please see Article 8^1 of the „Additional Contractual Conditions“ posted on the official website www.procreditbank.ge.[26]

The consumer is NOT entitled to reject this contract under the law of Georgia „On the protection of Consumer Rights“ and/or 09.03.2021 order of the President of the National Bank of Georgia on "The Regulation on the Protection of Consumer Rights in the Provision of Services by Financial Organizations".[27]

2.21. The Borrower (for the purposes of the Program, the Borrower shall be deemed the Beneficiary) acknowledges and confirms that the Loan has been granted within the framework of the **“State Program for Agricultural Co-Financing”** (Resolution No. 285 of the Government of Georgia dated 4 June 2026; hereinafter, the **“Program”**). The Borrower further acknowledges and accepts that, pursuant to the terms and conditions of the Program, the agricultural co-financing and the corresponding co-financing amount shall be paid by the **N(N)LE “Rural Development Agency”** (hereinafter, the **“Agency”**) only upon the Agency’s confirmation that the Beneficiary has duly fulfilled the intended purpose stipulated under the Co-financing Agreement and has paid the minimum instalment prescribed by the Loan repayment schedule.

[23] Only for loans with an indexed interest rate

[24] Only for loans with an indexed interest rate

[25] In the case of a project financed by the LEPL Enterprise Georgia and/or N(N)LE Rural Development Agency

[26] If the consumer has right to reject the contract

[27] If the consumer has NO right to reject the contract

2.22. The Borrower undertakes, prior to the Agency's payment of the agricultural co-financing amount, to duly pay the portion of the instalment specified in the repayment schedule under this Agreement as being payable by the Agency. Following the Agency's payment of the agricultural co-financing amount, the Bank shall credit the amount so paid by the Agency to the Client's account.[28]

Article 3

3.1 The Bank shall grant a loan to the Borrower under the terms and conditions of this Agreement.

3.2 **Purpose of the loan:**

3.3 Penalty:

3.3.1 Payment of the penalty shall not release the Borrower from the discharge of obligations assumed.

3.3.2 Penalty interests shall continue to accrue until the full discharge of obligations even if the Bank terminates the Agreement because of non-performance and/or improper performance of obligations assumed hereunder.

3.4 Based on the mutual agreement signed by and between the Borrower and the Agency within the scope of the project, the Agency shall provide co-financing of ---% annual interest rate on this loan, which does not preclude the Borrower's obligation to repay the loan and the accrued interest as well as to meet fully the other obligations assumed under this Agreement if the Agency terminates/suspends targeted co-financing for any reason at any stage of the project (including foreclosure, debt collection, etc.).[29]

3.4 Based on the mutual agreement signed by and between the Borrower and the Corporation within the scope of the project, the Corporation shall provide co-financing of ---% annual interest rate on this loan, which does not preclude the Borrower's obligation to repay the loan and the accrued interest as well as to meet fully the other obligations assumed under this Agreement if the Corporation terminates/suspends targeted co-financing for any reason at any stage of the project (including foreclosure, debt collection, etc.).[30]

*** The wording below applies only to the loans granted within the 'Program for the Promotion of Creation of New Enterprises, Expansion and/or Reequipment of Existing Enterprises' approved under the Resolution No 2384 of 27.12.2021 of the Government of Georgia.**

3/4: Additional terms and conditions for loan agreements signed within the 'Program for the Promotion of Creation of New Enterprises, Expansion and/or Reequipment of Existing Enterprises' (hereinafter the Project) approved under the Resolution No 2384 of 27.12.2021 of the Government of Georgia.

a) **Tranche** - portioned, stepwise disbursement of one current loan by the Bank to the same borrower within the project, which is not a parallel loan;
b) **Project** – 'Program for the Promotion of Creation of New Enterprises, Expansion and/or Reequipment of Existing Enterprises' approved under the Resolution No 2384 of 27.12.2021 of the Government of Georgia (hereinafter the Project)
c) Agency – N(N)LE Rural Development Agency (ID No 404923785) and all its legal successors and assignees

3/4.1 If the agreement between the Bank and the Borrower provides for the portioned disbursement of the loan (in tranches), the Bank shall disburse every subsequent portion of the loan only if the Borrower performs the previously granted loan agreement (and the purpose of the previously granted loan).

3/4.2 The Borrower shall properly and timely fulfil the tripartite agreement signed by the Bank, the Borrower and the Agency, with all changes/additions thereto.

3/4.3 The Borrower confirms that the Bank has informed him/her of the terms and conditions of the project, the resolution referred to in paragraph 3/3.2, and the tripartite agreement signed by the Bank, the Borrower and the Agency. The Borrower shall fulfil the obligations assumed in due time and good faith.

3/4.4 The Borrower is aware the violation of any condition of this Agreement, the tripartite agreement signed by the Bank, the Borrower and the Agency and/or the resolution specified in paragraph 3/3.2 may result in termination of co-financing of the Agency.

3/4.5 If the Agency terminates financing for any reason, the Bank may change any term or condition of this Agreement and set different terms and conditions for the Borrower.

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[28] Subclauses 2.21 and 2.22 apply to loans issued within the framework of the "State Agricultural Co-Financing Program" defined by the Resolution of the Government of Georgia of 04.06.2026 N285.

[29] If the loan is granted within the Preferential Agro Credit

[30] If the loan is granted within the project financed by the corporation

3/4.6 The Borrower expresses his/her prior consent and gives the Bank the unconditional right that the Bank shall, without further agreement with the Borrower, transfer to the Agency, within the scope of the project, any information, contract or document concerning applications for credits/loans filed by the Borrower, documents submitted and credits/loans granted, also property collateralized in security for such credits/loans, inter alia, the Borrower's identification data, and the purpose, amount, term and interest rate of credits/loans, the size of current credits/loans, accrued interest, credit/loan repayment timing (including the repayment schedule) and timeliness of payments, outstanding balance, collateralized property and its identification data, as well as the outcomes of legal proceedings and enforcement proceedings, and any other kind of information; also, obtain such information from the Agency smoothly.

3/4.7. The Borrower shall immediately inform the Bank of the termination/suspension of targeted co-financing (if any).

*** The wording below applies only to the loans granted within the framework of the Enterprise Georgia universal industrial part under the State Program - "Enterprise Georgia" endorsed by Resolution No.365 of the Government of Georgia on 30.05.2014.**

3/4.1. Special conditions for loans granted within the framework of the Enterprise Georgia universal industrial part:

a) If the loan is granted to finance any activities within the framework of the state program of Enterprise Georgia Universal Industrial Part, the interest rate of loans granted within the framework can be either fixed, fixed-indexed or indexed.

b) If the interest rate of the loan is indexed, in such a case, Corporation co-finances the interest rate applied to loans extended within the Program in accordance with the credit schedule, during the term of the loan. The co-financing amount is calculated as the remaining balance after deducting 3 (three) per cent from the refinancing rate set by the National Bank of Georgia. However, the co-financing amount for the industries set forth in the Annex #1 of the framework, particularly the sub-classes 38.11.0 (collection of non-dangerous waste); 38.12.0 (collection of dangerous waste); 38.21.0 (processing and removal of non-dangerous waste); 38.22.0 (processing and removal of non-dangerous waste); 38.31.0 (dismantling); 38.32.0 (utilization of sorted goods) will be calculated during the term of the loan as the refinancing rate set by the National Bank of Georgia (without deduction).

Besides, the Corporation is authorized to determine the monthly co-financing amount using the refinancing rate applicable on the day for the initial principal amount of the loan. This calculation covers the period from the previous payment to the current payment as outlined in the repayment schedule).

c) If the interest rate of the loan is fixed, or fixed-indexed, in such a case, during the period when the interest on the loan is fixed, any changes in the refinancing rate will not affect the interest rate of the loan. Instead, these changes will only impact the amount of co-financing provided by the Corporation. For the avoidance of doubt, the client must pay the bank's portion of the loan interest rate.

d) If the refinancing rate will be changed by the National Bank of Georgia, the changed rate will be applied to the loan the following working/business day of the announcement of the new refinancing rate.

e) the loans under this Project will be disbursed only in National Currency (GEL).

3/4.2 If the Corporation terminates the co-financing for any reason, the Borrower is required to continue making full payments on the loan, including the portion of the loan interest that the Corporation was previously paying. Additionally, in the event of the Corporation's termination of the co-financing, the Bank reserves the right, at its discretion and without the Borrower's agreement, to modify the clauses of this Agreement and its appendices (except interest rate(s) of the loan) that were established as the exceptions from standard terms and conditions established due to the co-financing of the Corporation. The changed terms and conditions will be in compliance with the banks standard terms and conditions in force at Bank at the moment of said changes.

3/4.3 The Customer is required to fully adhere to the loan's intended purpose. Failure to do so will result in the Corporation discontinuing targeted co-financing to the beneficiary.

3/4.4 The Program prohibits the automatic change of the loan repayment date as a result of one-time or multiple early loan repayments by the Borrower for the loans issued or to be issued within the Program.

3/4.5 In order for the Corporation to meet its obligations regarding co-financing, it is imperative for the Customer to consistently and fully meet their monthly commitments to the Bank. This includes the timely repayment of both the principal amount and the accrued interest as per the existing repayment schedule.

3/4.6 The beneficiary is obliged to strictly comply with the obligations to start production and maintain the profile, which are set out in the Resolution No. 365 of May 30, 2014 (with amendments, annexes and transitional provisions made thereto). The beneficiary confirms that, prior to granting the loan, the bank has fully informed him about the obligations specified in this paragraph and that he understands the content of the obligations specified in the Resolution, the terms of their performance and the possible legal consequences of their violation, non-performance or improper performance.

3/4.7 The Borrower hereby gives its prior consent and grants the Bank the unconditional right to transfer to the Corporation, without additional agreement with the Borrower, any information about the Borrower and the Project, except

for information considered confidential under the agreement concluded between the Bank and the Beneficiary and in accordance with the legislation of Georgia, to which the Beneficiary gives its prior consent.

*** The wording below applies only to the loans granted within the 'State Program - "Georgian Vegetables from Greenhouses" endorsed by Resolution No. 277 of the Government of Georgia on 26.08.2024.**

3.9 Additional conditions pertaining to loans granted under the State Program - "Georgian Vegetables from Greenhouses" (hereinafter referred to as "the Program"), as endorsed by Resolution No. 277 of the Government of Georgia on 26.08.2024:

a) The Borrower acknowledges that, as per this Agreement, the loan is being extended under the Program, and the N(N)LE Rural Development Agency (hereinafter referred to as "the Agency") is authorized to receive information regarding the loan provided by the Bank under the Program. Consequently, upon request from the Agency, the Bank is obligated to furnish the requested information.

b) The Agency is authorized to request loan documentation, a copy of the loan agreement, a copy of the loan security agreement, or any other related documentation pertaining to the loan, subject to prior agreement with the Bank.

c) The Borrower acknowledges that any breach of this Agreement, the aforementioned resolution, the Program's terms, and/or the tripartite agreement will result in the termination of the financing. Therefore, by signing this Agreement, the Borrower affirms their understanding of the Program's terms, the Government's resolution, and the tripartite agreement, including any subsequent amendments and additions, and agrees to regularly acquaint themselves with the Government's resolution, as well as any modifications or expansions to the Program, and commit to compliance with the same.

d) To avail of co-financing, the Borrower shall timely pay the minimum instalment (if any) as outlined in the repayment schedule. The Agency's co-financing becomes effective upon receipt of the specified minimum instalment from the Borrower.

e) If the Agency terminates the co-financing for any reason, the Borrower is required to continue making full payments on the loan, including the portion of the loan interest that the Agency was previously paying. Additionally, in the event of the Agency's termination of the co-financing, the Bank reserves the right, at its discretion and without the Borrower's agreement, to modify the clauses of this Agreement and its appendices (except interest rate(s) of the loan) that were established as the exceptions from standard terms and conditions established due to the co-financing of the Agency. The changed terms and conditions will be in compliance with the banks standard terms and conditions in force at Bank at the moment of said changes.

f) The funding allocated by the Agency shall not exceed 50% of the total value of the Project (loan amount), with a maximum limit of GEL 500,000. A portion of this funding is intended for the Borrower to fully finance the 24-month interest rate of the loan.

g) To be eligible for financing under the Program and to remain eligible for co-financing, the Borrower must possess real estate that is registered with the LEPL Public Registry National Agency, and/or real estate leased from the State or municipality (with a remaining lease period of at least 10 (ten) years at the time of application to the Program). The lease agreement must be registered with the LEPL Public Registry National Agency. The real estate will serve as the collateral for the loan amount invested.

3.6 Agreed collateral and joint guarantee:

3.6.1 The Borrower's obligations under this Agreement shall be secured by the following agreements:

3.6.2 The Borrower's obligations under this Agreement shall be performed by both the Borrower(s) and joint debtor(s), under and based on the following agreement(s):

3.6.3 Insurance of the collateral shall be mandatory if the Bank so requires it.

3.5. The Borrowers commit to jointly and equally fulfil the monetary obligations outlined in this Agreement within the specified terms and conditions so that they participate in the fulfilment of the entire obligation. Accordingly, the Bank reserves the right, at its discretion, to request the entire obligation to be met by any Borrower or Joint Debtor.

3.6. The total liability arising from the Agreement encompasses the principal amount of the credit/loan/banking product, accumulated interest, penalties, damages resulting from non-compliance or inadequate fulfilment of any obligation, costs borne by the Bank for the search, storage, and sale of property, inclusive of judicial, extrajudicial, arbitration, and enforcement expenses, as well as direct and indirect damages.

3.7. The Bank is authorized to settle the outstanding amount and the accumulated interest, along with any other payments, penalties or fines, by debiting the Borrower's current account, savings account, and/or any other relevant account(s) held by the Borrower (not requiring additional consent from any Joint Debtor) without further authorization, including in a currency different from the obligation. Furthermore, should the currency for the debit differ from the currency

of the obligation, the Bank is authorized to convert the amount from one currency to another, at the expense of any Joint Debtor of the account holder, using the commercial exchange rate of the Bank.[31]

Article 4

4.1 The complaint procedure implies filling in a free written or standard written complaint form (available at the Bank offices), or submitting a complaint form electronically, or registering a complaint form on the Bank's official website at www.procreditbank.ge. The Bank responds to a complaint within no more than 1 (one) month from the receipt, after having reviewed it by the structural unit responsible for the protection of consumers' rights at the Bank.

4.2 The loan and any interest thereon are subject to payment according to the Loan Repayment Schedule (Appendix No 1).

4.3 There is no obligation of notification if the terms and conditions change in favour of the Borrower.

4.4 Any changes or additions to this Agreement shall be in writing. However, adherence to the written form and/or notification of changes/additions are not mandatory in the case of changes made in favour of the Borrower. The Bank may also unilaterally make changes and/or additions to the Agreement if the Borrower, Co-borrower, Joint Guarantor (if the loan is secured by joint guarantee) and/or the owner of collateral does not fulfil any contractual obligation.

4.5 'Additional Contractual Conditions' defining various conditions and rights/obligations of the parties also apply to this Agreement. 'Additional Contractual Conditions' constitute an integral part of this Agreement and are binding upon the parties. 'Additional Contractual Conditions' are available both at the Bank offices and on the Bank website at www.procreditbank.ge. By signing the Agreement, the Borrower confirms that he has read, understands, and accepts the 'Additional Contractual Conditions', has no claims, and agrees to comply with them.

4.6 The Bank may process any (including banking, commercial, personal, and biometric) data of the Borrower(s) under the procedure defined in and for the purposes of the 'Additional Contractual Conditions', inter alia, request information from JSC CreditInfo Georgia, N(N)LE “Rural Development Agency”, the “Georgian Economic Development Corporation” JSC (ID No 404814126) (its successors, or legal heirs) transmit information about the Borrower and/or this Agreement/banking product to JSC CreditInfo Georgia, N(N)LE “Rural Development Agency”, the “Georgian Economic Development Corporation” JSC (ID No 404814126) (its successors, or legal heirs) receive the Borrower's data from the LEPL Public Service Development Agency.

4.7 If the loan amount exceeds GEL 2,000,000 or the equivalent in another currency, the Borrower shall apply to the Bank in writing 14 calendar days before the early loan repayment.

4.8 Any electronic signature, confirmation of the transaction by the signatory through Internet Banking agreed through email and/or any other reliable means of communication agreed between the parties, have the same legal force as the personal signature on a material document and the transaction is valid from the moment of confirmation. Such confirmation of a transaction cannot be subject to dispute because of the absence of a physical signature on a material document.

4.9 In case of significant changes to the terms and conditions of the Agreement, the customer gets informed at least 2 (two) months before changes, and in case of a price increase of other financial product - no less than one month in advance by a letter, e-mail, Internet Banking, text message service or phone call.

4.10 The supervisory body of the Bank is the National Bank of Georgia, domiciled at No 1 Zviad Gamsakhurdia Sanapiro, Tbilisi.

4.11 The Borrower declares to have read the terms and conditions of personal data processing available at the branch/on the website of the Bank and gives his consent to process his data to the extent necessary.

4.12 The parties have executed this Agreement in two equally binding counterparts to keep one counterpart with the Bank while giving the other counterpart to the party (parties).

Article 5

5.1 The order of payment is as follows: The Borrower shall first pay all the Bank fees, then default interest (if any), interest accrued on the loan, and lastly, the principal amount of the loan. This order is subject to change at the discretion of the Bank.

[31] Sections 3.5. – 3.7.: in the case of Co-borrowing

5.2 At the repayment of the principal loan amount fully or partially before the maturity date, the Borrower shall first repay the full amount of interest accrued by the date of early repayment.

5.3 Upon maturity or in case of late payment, the Bank may, directly/without the Borrower's further authorization, debit the loan amount and interest accrued thereon, also any other fees and penalties/default interests due from the amounts available on the Borrower's current account, savings deposit, deposit account (except for term deposit, if the loan is not secured by term deposit) and/or any other accounts, as well as from the overdraft amount on the Borrower's account(s) (unused balance). Besides, if the amount that is subject to debit without further authorization differs from the liability currency, the Bank may translate, at the Borrower's expense, one currency unit to another at the commercial exchange rate applied at the Bank.

5.4 The Borrower agrees that the Bank may enforce its right in any property (including unsecured property) owned by the Borrower and/or the joint debtor. Besides, to satisfy the Bank's claim against the Borrower, enforcement shall first apply to the collateralized property, and in the case of failure to fully repay the debt – to any other property owned by the Borrower/joint debtor.

5.5 If the Borrower breaches (or fails to observe) the terms and conditions of this Agreement, the Bank may enforce its security interest based on the agreements defined in Article 3(6) of this Agreement (which are an integral part hereof).

5.6 If the proceeds from the sale of mortgaged/pledged property are not sufficient to cover the mortgage/pledge claim, the parties agree that the secured claim shall not be deemed satisfied in full but rather satisfied to the extent covered by the proceeds from the sale of the mortgaged/pledged property.

Article 6

6.1 The Bank may terminate this Agreement unilaterally before the date of expiry; declare the loan, accrued interests and penalties owing hereunder immediately due and payable; and claim damages for full or partial default under this Agreement, whereas the Borrower shall meet all these requirements, provided that:

6.1.1 The deadline for loan repayment or the condition for purposeful use of the loan has been violated;

6.1.2 There is a default on obligations under this Agreement, also under the Security Agreement and/or Joint Liability Agreement, including by third parties;

6.1.3 The material/financial standing of the Borrower or joint-and-several debtor deteriorates (including the deprivation of property or restriction of the right to use), or is likely to deteriorate, and the Borrower fails to provide extra collateral.

6.1.4 The Borrower intends to deceive the Bank or provides the Bank with false/misleading information about the Borrower's obligations, economic and/or financial standing to get the banking product, increase the amount of the banking product and/or enjoy preferential conditions.

6.1.5 The terms of the Borrower's or joint debtor's deposit opened with the Bank have been violated for any reason.

6.2 (deleted)[32] (All disputes arising out of or in connection with this Agreement shall be settled by the courts of law of Georgia at the Bank's place of business, according to applicable legislation)[33].

Article 7.

7.1. If this agreement is executed in Western Georgia, encompassing the territory of the Autonomous Republic of Ajara, Guria, Imereti, Racha-Lechkhumi and Kvemo Svaneti, Samegrelo, Zemo Svaneti, and the Autonomous Republic of Abkhazia, any disputes arising from this agreement (including but not limited to disputes concerning non-fulfillment, cancellation, termination, invalidity of the agreement's terms, the existence, validity, and termination of the arbitration agreement) shall be submitted to permanent arbitration in the following manner:

7.1.1 The dispute shall be reviewed and resolved by Arbitrage House LLC (ID No. 411322359);
7.1.2 Should Arbitrage House LLC be dissolved, suspended/ceased to operate, or unwilling to address the dispute at the time of arbitration claim/petition submission, the dispute shall be escalated to Tbilisi Arbitration Institute LLC for consideration and resolution (ID No. 205273005);
7.1.3 In the aforementioned circumstance, the location for dispute resolution shall be the city of Kutaisi;
7.1.4 Should both aforementioned arbitral authorities be dissolved, suspended/ceased to operate, or unwilling to address the dispute at the time of arbitration claim/petition submission, the dispute shall be escalated to the general

[32] If any dispute arising from the Agreement is referred to arbitration;
[33] If any dispute arising from the Agreement is referred to court;

courts of Georgia for consideration and resolution, under the relevant legislation of Georgia, contingent upon the bank's location.

7.1 If this agreement is executed in Eastern Georgia, encompassing the city of Tbilisi, Shida Kartli, Kvemo Kartli, Mtskheta-Mtianeti, Kakheti, and the Samtskhe-Javakheti territory, any disputes arising from this agreement (including but not limited to disputes concerning non-fulfillment, cancellation, termination, invalidity of the agreement's terms, the existence, validity, and termination of the arbitration agreement) shall be submitted to permanent arbitration in the following manner:

7.1.1 Should the limit of the framework agreement as stated in subsection 2.1.1(a) of this agreement be USD 500,000 (five hundred thousand dollars) or less (or the equivalent in any other currency), any dispute shall be considered and resolved by Tbilisi Arbitration Institute LLC (ID No. 205273005). If the limit is greater than USD 500,000 (five hundred thousand), the dispute shall be considered and resolved by Dispute Review Center LLC (ID No. 204547348).

7.1.2 Should, at the time of submission of the arbitration claim/petition, any of the arbitral authorities involved in the case (e.g. Tbilisi Arbitration Institute LLC) be dissolved, suspended/ceased to operate, or unwilling to address the dispute, the matter shall be escalated to the other arbitral authority for consideration and resolution, and reciprocally.
7.1.3. Besides, according to the current arbitration agreement, the parties agree that the dispute in the mentioned case shall be considered in the city of Tbilisi.
7.1.4 Should both aforementioned arbitral authorities be dissolved, suspended/ceased to operate, or unwilling to address the dispute at the time of arbitration claim/petition submission, the dispute shall be escalated to the general courts of Georgia for consideration and resolution, under the relevant legislation of Georgia, contingent upon the bank's location.

Appendix No 1

Loan Repayment Schedule

The data in this Schedule are valid until the interest rate, index or other financial expense changes.

Date of disbursement: __ __ **20__**
Interest rate: __ % per annum
Loan amount: **GEL/EUR/USD __ (amount in words)**

Names of the loan schedule fields

#	*Date*	*Day*	*Monthly Payment (total)*	*Principal*	*Interest (total)*	*Interest due from the Agency/Corporation*	*Interest due from the Customer*	*A portion of accumulated %*	*Remaining accumulated interest*	*Balance*