Essential Terms and Conditions of Agreement
Supplemental Short-Term Loan Agreement No ___

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

Loan interest rate
Type of loan interest rate: Fixed
Interest rate on the loan amount: __ % per annum
Effective interest rate on the loan: __ %

Financial costs:
Monthly payments (principal and interest): According to the Payment Schedule attached
Insurance costs: __
Loan disbursement fee: __
Cash withdrawal fee: __
Cash transfer fee: __
Security Agreement registration cost: __
Notarial costs: __
Origination fee: __

Other contractual information:
Total loan amount: _____ (GEL/USD/EUR)
Loan and Loan Agreement validity period: _____ inclusive
Total repayment amount: _____ (GEL/USD/EUR)
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.[1]
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".[2]
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

[1] If the consumer has right to reject the contract
[2] If the consumer has NO right to reject the contract

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 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.

If there is a grace period on the loan, first of all, the interests/penalties/any expenses accrued during the grace period shall be covered in full (if any).

Late payment fee: __% of the overdue loan amount per each 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) month before the change, and in case of 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.

Foreign currency loans pose a significant currency risk to consumers. Exchange rate fluctuations may significantly increase monthly payments denominated in GEL.

Effective interest rate on the loan in case of potential 15% annual depreciation of GEL: __%[3]

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. A complaint is responded to within no more than 1 (one) month from the receipt.

Information useful to customers can be found on the website of the National Bank of Georgia – www.nbg.gov.ge/cp or via hotline – 032 2406406.

[3] The provisions in red colour only refer to foreign currency loans.

Supplemental Short-Term Loan Agreement No __

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

Article 1

1.1 Bank: JSC ProCredit Bank; identification number: 204851197

1.2 Borrower/Joint Borrowers: (Full name/name (personal/identification number: ___))

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Article 2

The loan was facilitated based on the agreement executed between JSC ProCredit Bank and the European Bank for Reconstruction and Development (EBRD) under **the Eastern Partnership "Women in Business" Financing Program**, hereinafter referred to as the “Women in Business” Program.

2.1 Type of loan interest rate: Fixed

2.2 Total repayment amount: __ (GEL/USD/EUR)

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 providing the Bank with an irrevocable order.[4]

2.3 Total loan amount: __

2.4 Amount to be withdrawn from the total loan amount, less financial costs: __

2.5 Loan and Loan Agreement validity period: __/__/___ inclusive

2.6 Interest rate on the loan amount: __ % per annum

2.7 Effective interest rate on the loan: __ %

2.8 Insurance costs: __

2.9 Loan disbursement fee: __

2.10 Cash withdrawal fee: __

2.11 Cash transfer fee: __

2.12 Security Agreement registration cost: __

2.13 Notarial costs: __

2.14 Origination fee: __

2.15 **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 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.

[4] in the case of Co-borrowing

2.16 If there is a grace period on the loan, first of all, the interests/penalties/any expenses accrued during the grace period shall be paid in full (if any).

2.17 **Late payment fee**: __% of the overdue loan amount per each 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.

2.18 Purpose of the loan: _____

2.19 This Agreement is secured/will be secured by Security Agreement(s) to be concluded in future.

2.20 Insurance of the secured property (collateral) shall be mandatory if the Bank so requests.

2.22 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 prior to the loan prepayment.

2.23. 2.19. Type of credit: (retail loan)(business loan)

2.24. 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.[5]
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".[6]
2.25. 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.

2.26. 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.

2.27. The Bank is authorised 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 authorisation, 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.[7]

Article 2/1. Specific terms and conditions for loans availed under the “Women in Business” Program

2/1.1 The Women in Business Programme (hereinafter, the “Programme”) is implemented pursuant to a Cooperation Agreement concluded between the Bank and the European Bank for Reconstruction and Development (“EBRD”). Under this framework, the Client’s access to credit resources, as well as the financing of the respective project, has been made possible through the support and financial contributions of the Programme’s donor organisations. The Programme is funded by the European Union (“EU”), the Swedish International Development Cooperation Agency (“SIDA”), the EBRD Shareholder Special Fund (“SSF”), and the EBRD Small Business Impact Fund (“SBIF”).

To proceed with the loan, the Bank and the Customer have agreed to the following terms:

a) The Borrower is required to procure the goods, works, and services funded by the loan in compliance with the regulatory legislation governing the relevant field and the established standard procurement practices.

b) The Borrower is required to comply with all applicable environmental, social, health and safety legislation, as well as employment legislation and standards applicable in Georgia;

c) Upon signing/confirming this Agreement, the Borrower commits to providing all pertinent information to EBRD representatives (including, but not limited to, any consultants engaged by the EBRD) to facilitate unrestricted access, with prior notification, to the premises housing the equipment and devices stipulated by the project, and/or where the

[5] If the consumer has right to reject the contract
[6] If the consumer has NO right to reject the contract
[7] Sections 2.25. – 2.27.: In the case of Co-borrowers

documents concerning the borrower's project are situated. Furthermore, the Borrower shall only transfer the accounting records of all Borrowers/Co-borrowers associated with the project or loan based on prior notification.

d) The Borrower shall retain all financial records, documents, and reports pertaining to the Loan and each Project, along with a comprehensive list of all Borrowers, for a minimum of five years following (1) the termination of this Agreement and (2) the conclusion of any ongoing audit, verification, appeal, court/arbitration dispute, or investigation by OLAF (European Anti-Fraud Office) or EBRD. This obligation equally applies to each Co-borrower.

e) Upon signing or confirming this Agreement, the Borrower expresses consent for the Bank to disclose all information and/or documents pertaining to the Borrower, the Loan, and the Project to any representative of the EBRD.

f) The Borrower hereby agrees to grant the Bank access to all information and/or documents relevant to the Loan and related projects. This access is intended to facilitate periodic on-site inspections by the EBRD of the Borrower's loan portfolio, which is funded by the loan proceeds.

g) The Borrower commits to allowing unrestricted access to the EBRD building where the project is situated.

h) The Borrower acknowledges and agrees that the EBRD shall be entitled, at its discretion and to the extent it deems appropriate, to disclose to the representatives of the Donor Organization (including, without limitation, for reporting purposes to SIDA) any documents, information, or records relating to the Borrower, the Loan, or the Project, as may be required for the fulfilment of the EBRD's reporting, supervisory, or other obligations in connection with the Donor Organization's contribution to the Programme. The Borrower further acknowledges and agrees that such right of disclosure shall likewise extend to the EBRD Small Business Impact Fund (SBIF), the EBRD Shareholder Special Fund (SSF), SIDA, and any other donor supporting the Programme.

i) The Borrower shall promptly furnish to the Bank, upon the Bank's request (including where such request is made at the instruction of the EBRD), any information that the Bank may reasonably require from time to time. The Borrower shall further notify and provide the Bank, without undue delay, with all information regarding any circumstances that may have, or may reasonably be expected to have, a material effect on the implementation, description, progress, or cost (including any related expenses) of the Project financed under this Loan.

j) The Borrower allows the EBRD and/or the European Commission, the European Court of Auditors, or their authorized representatives to carry out documentary and on-site inspections for the purpose of inspecting the Loan, its use, supporting accounting documentation and any other documents related to the Loan. To this end, the Borrower shall allow and ensure that the EBRD and/or the European Commission, OLAF, the European Court of Auditors or any of their authorized representatives, upon request, be able to: (1) visit any premises where the Borrower does business; and (2) have access to and examine all accounts, records, documents and computerized data of the Borrower relating to the Loan and allow the EBRD or its representatives to audit such documents and accounts.

k) Money laundering, terrorism financing, and tax evasion: The Borrower must ensure that the Loan will not be used for illicit activities such as money laundering, terrorism financing, tax evasion, fraud, or any other illegal purposes.

l) Personal data protection: The Borrower must ensure proper personal data protection under all applicable laws and regulations regarding the use and protection of personal data.

(m) As may be instructed by the Bank, the Borrower shall acknowledge and publicly disclose that the Project and the Loan are supported by the SIDA Fund and other relevant supporters. Where requested by the EBRD and/or the Bank, the Borrower shall develop and implement a communication plan in a form and substance satisfactory to the requesting party, and shall ensure that such support is properly and visibly reflected in all public-facing information, including press-related materials.

(n) The Borrower further acknowledges that if it engages in, or authorises or permits any of its officers, directors, employees, affiliates, agents or representatives acting in their official capacity to engage in, any Prohibited Practice in connection with any Project financed under this Agreement, the EBRD shall be entitled to apply its enforcement policies and procedures to the Borrower in respect of any allegation of a Prohibited Practice.

(o) If the EBRD becomes aware of any indication that the Borrower may have engaged in a Prohibited Practice, the Borrower shall: (i) cooperate in good faith with EBRD and its representatives in assessing whether a violation has occurred and shall respond promptly and in reasonable detail to any request from EBRD regarding any alleged violation and shall furnish documentary support for such response upon EBRD's request and (ii) permit representatives of EBRD (including, any consultants engaged by EBRD) to visit the premises where the business of the Sub-borrower is

conducted and to have access to the assets, books, accounts and records of the Sub-borrower (including, in order (1) to facilitate EBRD's monitoring and evaluation of the transaction and enable EBRD to examine and address any transaction-related request made to IPAM and (2) to assess whether a Prohibited Practice has occurred in relation to the transaction

(p) Without prejudice to any other provision of this Agreement, if the Borrower breaches any of the Financing Agreements, and/or if the EBRD determines that the Borrower has engaged in a Prohibited Practice in connection with the Technical Assistance or any resources provided by the SIDA Fund or the SBIF, the EBRD may take any measures available to it under its applicable policies and procedures.

(q) If the Borrower misuses any funds provided by the SSF or SBIF in a manner inconsistent with this Agreement, the Borrower shall, upon the Bank's request, promptly return such funds to the Bank. In addition, the Bank shall be entitled to take any and all measures available under the laws of Georgia to recover such funds and ensure their transfer to the Donor.

Article 3

3.1 Complaints can be submitted by filling out a free written or standard written complaint form (available at the Bank offices), as well as electronically, or by registering the complaint form on the Bank's official website at www.procreditbank.ge. Any complaint is responded to within no more than 1 (one) month from the receipt, after having reviewed it by the structural unit responsible for the protection of consumer rights at the Bank.

3.2 The Bank and the Borrower enter into this Agreement based on the Framework Agreement No ____ signed by the parties. The Framework Agreement shall fully extend to this Agreement unless otherwise provided for hereby. 'Additional Contractual Conditions' defining various conditions and rights/obligations of the parties shall 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.

3.3 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, transmit information about the Borrower and/or this Agreement/banking product to JSC CreditInfo Georgia, receive the Borrower's personal data from the LEPL Public Service Development Agency.

3.4 There is no obligation of notification if the terms and conditions are changed in favour of the Borrower.

3.5 Any changes or additions to this Agreement shall be made in writing. However, adherence to the written form requirement and/or notification of changes/additions shall not be mandatory when the changes are made in favour of the Borrower. The Bank shall also be authorized to 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 fulfill the contractual obligation.

3.6 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, shall have the same legal force as the personal signature on the material document and the transaction shall be valid from the moment of confirmation. Confirmation of the transaction in this form cannot be made disputed due to the absence of a physical signature on the material document.

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

3.8 The supervisory body of the Bank is the National Bank of Georgia, domiciled at No1 Zviad Gamsakhurdia Sanapiro, Tbilisi.

3.9 The borrower confirm that he/she is aware of the terms and conditions governing the processing of his/her personal data, as set out in the branch/on the bank's website, and consent to the processing of their personal data to the extent necessary for the purposes set out in this document.

3.9 The borrowers confirm that they are aware of the terms and conditions governing the processing of their personal data, as set out in the branch/on the bank's website, and consent to the processing of their personal data to the extent necessary for the purposes set out in this document. [8]

3.10 This Agreement is entered into by and between the parties in two equally binding copies. One copy shall be kept with the Bank and the other shall be given to the party (parties).

Annex No 1

Loan Repayment Schedule

Date of disbursement: __ __ _____
Interest rate: __ % per annum
Loan amount: __

[8] in the case of Co-borrowers