

Special conditions of Credit Contract

Clause 1. Subject of Contract

Tbilisi

June, 2021

1.1. The action of the special conditions (hereinafter “**Specil Conditions**” or “**Special Conditions of Credit Contract**”) of the Credit Contract (hereinfater “**Credit Contract**” or “**Contract**”) applies to all Credit Contracts concluded between the JSC “BasisBank” (hereinafter “the **Bank**”) and the Client (hereinafter “the **Client**” or “the **Borrower**”) , an individual or legal entity, in writing or through remote service channels, the Basic Conditions (hereinafter “**Essentials**” or “**Essentials of Credit Contract**”) of which refer to these specific conditions and are an integral part of the Credit Agreement.

1.2. Essentials of Credit Contract determines the specific and material terms of credit relations (credit volume, maturity, interest rate, conditions of credit demand and termination of credit relations etc.) and special conditions detalize these indicators and govern all the issues that are not considered under the Essentials. In case of significant discrepancies between the Essentials (including Annex(es)) and the Specific Conditions the priroty has to be given to Essentials and its Annexes, except the cases when Specific Conditions specifies issues provided under the Essentials.

1.3. Essetials (including Annex(es)) and the Specific Conditions together constitute the Credit Contract, they are obligatory for fulfilment and are applyable to any Client/Borrower of th Bank who uses credit product(s) of the Bank.

1.4. If present Contract is concluded within the General Agreement (hereinafter “**General Agreement**”) signed with the Borrower, regrding the above will be indicated in Essentials and in relatio tt the Credit Contract will also pply General Agreement.

Clause 2. Conditions of credit issuance and repayment

2.1. If no otherwise is prescribed under the Essentials and/or its Annex(es):

2.1.1. Obligations of issuance of loan (tranche) arise to Bank only upon complete registration of agreements insuring the present Contract as a collateral in relevant authorities, (refers to contracts the entry into force of which requires registration in relevant authorities) and each condition required for the issuance of credit by the Bank will be done. Nevertheless in the case of the Bank's decision, the loan may be issued prior to fulfillment of conditions set by the Bank.

2.1.2. Accrual of interest to the credit is carried out daily along with it the quantity of days is defined as 30 days per month.

2.1.3. By amount(s) paid by the Borrower to the Bank the debts of the Borrower will be covered in following sequence: first insurance premium (subject to existance of such), than fine/commission (subject to the existence of such), than profit and the principal amount of credit.

2.1.4. If the Borrower uses the grace period for repayment of the principal and interest on the loan, then accrual of interest rate to credit is carried out according the contract regulations. Along with that, the installments foreseen by the schedule include interest accrued during the grace period (in appropriate ratio). In case of early payment, partly repayment/reduction or refinancing by the Borrower, the Borrower is obligated firstly to pay out interest in full accrued during the grace period.

2.1.5. In case of existance of several of current indebtedness of the Borrower and amount on Borrower's Account unsuffucuent for complete payment of more than one payable/overdue liabilities, the Borrower is authorized upon submission of written Applicayion to Service-Center of JSC “BasisBank” to detrmine the priority of liabilities payment. In case of absence of Borrower's application on proirotty of payment of number of liabilities, the prioroty is determined in compliance with related Credit Contract(s) as follows: overdue unsecured liabilities are paid first, after it overdue secured liabilities, then payable unsecured liabilities and the last payable secured liabilities. Along with that, payment of liabilities of the same

categories is carried out by decrease of current principal amount of liabilities being on the moment of payment from the greater to the lesser amounts.

2.2. The Borrower is obliged to pay back the principal amount of credit and accrued to it interest in the same currency. in which the credit was issued according the schedule (referred to as “**the Schedule**”) provided hereunder as annex (subject to the existence of such), which is integral part of present the Contract.

2.2.1. The execution of the schedule is considered the repayment of the amount, specified by the schedule, the availability of the amount, specified by the schedule, on the Borrower's account, and at the same time the absence of any restrictions on this account (collection, arrest etc.) If such day falls on a non-working then the payment must be made on the next working day.

2.2.2. In cases provided under the Credit Contract the Schedule could be changed (including automativally and unilaterally by the Bank without prior notofication and consent of the Borrower). Changed/updated Schedule is published on remote service channel(s) of the Bank (internet-banking, mobile-banking), it has appropriated juridical force and the Borrower is obligated to carry out the payments in compliance withrelated Schedule. Along with that, the Borrower is entitled to demand and receive at any tome from the Bank updated (current) Schedule as a hard copy.

2.2.3. If payment schedule is not attached to the present Contract the Borrower is obligated to pay the principal amount of credit at the end of credit duration and to pay accrued profit on each 30th day after the credit issuance if this day is not exceeding the credit duration, if it is exceeding it, then to carry out payment at the end of credit term.

2.3. In addition the parties agree and the Borrower authorizes the Bank with the right that in case of related decision of the Bank, it accept fulfilment of Borrower's liabilities hereunder from the third party.

2.4. The Borrower authorizes the Bank to write off from any existing account(s) of the Borrower, without acceptance:

2.4.1. appropriate amounts for payment of Borrower's current/liabilities payable (including princip[al amount, accued interest, fine, forfeit, commission), as well as amounts sufficient for payment of liabilities before the term in cases provided hereunder, (if required to carry out the conversion of needed amount according exchange rate set by the Bank) and use them for payment of appropriaye liabilities of hte Borrower.

2.4.2. amount (subject to existance of such) related to registration (including notary attestation) of Credit Contract, or/and Contract(s) concluded as its collateral, if required to carry out the conversion of needed amount to required currency according exchange rate set by the Bank and use the amount for payment of registration/attestation fee.

2.4.3. Borrower's insurance premium amount (subject to existance of such) in favour of insurer (insurance company) if required to carry out the conversion of needed amount to required currency according exchange rate set by the Bank and use it for payment of insurance premium at the expence of the Borrower.

2.5. The penalty is not charged on the loan if the day of the payment falls on the day off / non-working day. In such a case, the Borrower is obliged to enter (pay) the amount payable to the appropriate account on the next day.

2.6. The partees agree that if issuance of credit by he Bank and its usage by the Client according the Essentials of Credit Contract is carried out in several stages-tranches (the tranche is he part of credit recourses mobilized for the Client the disbursement of which is carried out upon agreement between the parties, based on related Application of the Borrower or based on decision of the Bank), issues related to usage and backpayment of credit is additionally regulated under the conditions prescribed by present Clause (if no otherwise is considered under the Essentials);

2.6.1. The total amount of tranches issued under the Credit Contract shall not exceed the credit amount (the complete volume). If the money amount demanded by the Borrower exceeds the amount of credit considered under the Contract in total or aggregative amount of all tranches, the Bank is authorized to

enter correctionssubmitted Application of Client/Borrower unilaterally and credit the amount within the allowed limit.

2.6.2. Indication of interest rate to credit starts from the day of entering to the Borrower's credit account the appropriate tranche;The accrual of interest is carried out to current indebtedness.

2.6.3. The Bank is entitled to determine by its own discetion the rule of payment of commission (subject to existance of such), in particular, demand the payment of commission and receive it in total upon issuance of the first tranche or by stages, upon approval of each next tranche (in the appropriate proportion).

2.6.4. Upon issuance of each tranche the schedule is subject to correction and new schedule shall be agreed, thereafter the payment of amount used in result of each tranche is governed by a single schedule. The Borrower is entitled to demand and receice from the Bnk the updated (current) payment schedule.

2.6.5. Issuance of each next tranche depends on the will of the Bank; The Bank is entitled to quit financing of Borrower and terminate issaunce of tranches, if according the Bank estimates there will be one or several circumstances that prevent the issuance of a tranche, including (but not limited): existance of Credit Contract and precondition for the credit bacjpayment demand; using of previous tranche not according the purpose and/or negligent fulfilment of liablities toward the Bank; increase of credit risk (that in case availability of legal defects in subject of credit collateral which, if necessary, would prevent the Bank from satisfying its requirements at the expense of specified collateral objects); other circumstances provided under the Credit Contract and/or Additiona Agreement(s) concluded between the parties.

2.6.6. Nevertheless of early payment of amount issued by tranche no credit updating and no tranche re-issuance take place.

2.6.7. Payment of principal amount of credit (the total volume) and other related to it payments is carried out at the end of credit term, despite the date of tranche issuance;

2.7. Despite the conditions prescribed by Credit Contract the Bank is not penalize the Borrower to pay the commissions for ealy payment/refinancing if: (a) there are 6 months is left till the end of the Credit Contract term; (b) complete or partly refinancing of credit carried out by JSC "BasisBank"; (c) Early payment or refinancing of credit upon demand of JSC "BasisBank" in the case if the Borrower's or/and Owner of subject of credit collateral declare their refusal/disagreement to make changes to Credit Contract (specified condition is not applicable to cases if current index was cancelled and replaced with other one for reasons beyond the control of the Bank); (d) Early payment of credit upon demand of JSC "BasisBank"; (e) if the Credit is covered within the Insurance Contract concluded as its collateral.

2.8. Early payment/reduction (before the term) of credit is carried out as follows:

2.8.1. the Customer makes) application in written or by means of remote service channel (internet-banking, mobile banking) on fulfilment of obligations before the term/reduction or refinancing (early payment) and places the money amount on appropriate banking account.

2.8.2. in case of existing of sufficient amount for back payment/reduction or refinancing of the credit on appropriate Customer's account (along with that no restrictions should be imposed to Customer's Account, including collection, arrest etc.) the fulfillment of Customer's application is carried out on the day of submission Application to the Bank, except cases when such payment requires definite period due to technical or other reasons.

2.8.3. In case when credit repayment requires the certain period due to some technical or other reasons the Bank carries out consideration of Borrower's application in 3 (three) days period upon submission and takes appropriate decision. Along with it during the consideration of Borrower's application the Bank does not accrue interest rate to the credit.

2.8.4. If credit amount exceeds GEL 2 000 000 (two million) or it's equivalent in other currency, the Borrower is obliged to provide to the Bank the prior notification in form required by this Contract not less than 14 (fourteen) calendar days prior to credit early payment.

2.9. The parties agree that despite of sufficient amount being on Account for complete repayment of credit the credit early repayment is not carried out automatically, except the cases directly provided under the Credit Contract

2.10. In case of partly early payment of credit, if min 20% of principal amount of credit is repaid but not less than GEL 500 (five hundred) the Borrower is entitled and in such case the Bank is obliged to carry out changes in schedule with one of the following principles:

2.10.1. Redistribution of the remaining principal amount for the same period by reducing the monthly installment provided for by the schedule; or

2.10.2. Reducing of term remaining for credit repayment by retaining the monthly installment originally provided for by the schedule.

2.11. If the Borrower does not exercise the right provided by subclause “2.10” hereunder or if the volume of reduced credit amount is less than GEL 500 (five hundred), the Borrower is obliged to continue payment of money amounts to the Bank according the current schedule despite the early payment.

Clause 3. Additional obligations and responsibilities of the parties; insurance

3.1. The Bank is entitled to:

3.1.1. control financial-economical status of the Borrower, purpose of credit and conditions of objects being pledged.

3.1.2. for purpose of control to delegate representatives of the Bank and independent experts to the Borrower. Documentation and information obtained as a result of control is considered confidential and is not subject of transfer to the third persons except the cases provided by Legislation.

3.1.3. Parties agree that the Bank is authorized to transfer rights and liabilities arising hereunder to the third party and/or based on present Contract to pledge the rights in favour of the third party without prior consent of the Borrower. In such case the Bank is entitled to transfer all documentation and information related to the rights and liabilities arising from present Agreement in favour of the third party and the Borrower declares his prior consent.

3.2. The Borrower is obligated to:

3.2.1. provide appropriate conditions to the Bank for obtaining information related to implementation of undertaken liabilities including regularly reviewing of Borrowers financial state and business documents related to Borrower's activity and free access to Borrowers' buildings/premises and inspection and testing of Borrowers facilities and devices. Frequency and quantity of inspections are established by the Bank without prior notice to the Borrower.

3.2.2. Upon demand of the Bank the Borrower is obliged to provide the Bank with information/documentation (including current activities and financial-economical status, banking documentation) in reasonable time, but not later than 10 (ten) working days after receiving the written request of the Bank.

3.2.3. Borrower undertakes not to take financial commitments for the duration of Credit Contract towards the third parties without prior written notification to the Bank and not to sell or pledge the property and intangible assets being in his possession, and not to transfer own obligations to a third party.

3.2.4. Upon request of the Bank within the reasonable period (but later than one calendar month upon receiving the request) the Borrower is obligated to insure his own life and labour ability (if the Borrower is individual), the subject (s) of collateral and/or other risks, required by the Bank. Along with that, if no otherwise agreed between the Bank and the Borrower, the insurance shall be registered on amount equal to total amount of credit, the Bank shall be specified as the only Beneficiary of insurance policy and insurance term shall be equal to term of present Contract.

3.3. Within the term of Credit Contract the Bank is authorized to at any time by its own expenses and on conditions acceptable to the bank to insure failure to comply with liabilities of the Borrower cause by his death under the Credit Contract or any other Agreement(s) concluded within it, and/or insurance of

risk(s) of destruction of property)ies), which is collateral of the corresponding obligations of the Borrower. In relation to specified he Borrower authorizes the Bank:

3.3.1. Act on behalf of the Buyer and cooperate with any insurance company chosen by the Borrower and agreed between the parties (acceptable by the Bank) and in relations with any third parties to conclude and/or sign any contract/agreement, application or/and any other document related to proper risk insurance provided by sub clause “3.3” and in connection with receipt by the Bank, as the Beneficiary, use of appropriate insurance;

3.3.2. Carry out on behalf of the Borrower insurance of failure to comply with liabilities of the Borrower cause by his death under the Credit Contract or other Agreement(s) concluded within it, and/or insurance of risk(s) of destruction of property)ies), which is collateral of the corresponding obligations of the Borrower in insurance compant chosen by the Borrower and agreed between the parties (acceptable to the Bank), on conditions and period acceptable to the Bank.

3.3.3. specify the Bank as the only Beneficiary in insurance policy;

3.3.4. carry out any actions related to replacement of Insurer company, terminate insurance relations/contract with any Insurer that is connected to service of the Bank.

3.3.5. The Borrower is entitled at any time within the period of the Contract to request and receive from the Bank information on using the right of the Bank provided under the sub paragraph

3.4. The Borrower acknowledges that performance of Bank’s authority provided under the sub clause “3.3” hereunder does not depend on his additional consent, permission or/and power of attorney and and said authority related to the third parties shall not be restricted including relations with insurance companies.

Clause 4. Information regarding the Borrower

4.1. The parties agree that within the Credit Contract the Bank will obtain/process any credit/non-credit and other relevant information on Borrower related to providing information to credit Information Bureau of Georgia and receiving information in compliance with rules and terms provided by legislation of Georgia. Such information is processed for the purpose of analysis of Borrower’s solvency and will be available for the users of Credit Bureau in compliance with Law of Georgia (crediting organization and entities-receivers/providers f information).

4.2. Upon request of the Borrower the Bank is obligated to correct, update, add, block, delete or destroy data if it is incomplete, incorrect, not updated or their obtaining and processing was carried out in violation of the law

4.3. The Borrower authorizes the Bank and declares his consent that:

4.3.1. The Bank in compliance with current Law for the purpose of providing banking service and with volume necessary for carrying out of said purpose receives personal/biometric data on Borrower (his authorized representatives) from electronic data base of LEPL State Services Development Agency;

4.3.2. the Bank is authorized to for the purpose of providing banking service and implementation of said purpose with required volume to process any personal data on Borrower (authorized representative of the Borrower) obtained by legal way (including public accessible sources) including using of such data for the purpose of direct marketing (for offering variety of credit products).

4.3.3. the Bank processes personal information (including in case of Borrower’s death for determining related peasons if the Borrower is private person) on Borrower (including issuing information to an insurance company) for the purpose of cooperation with insurance company.

4.3.4. If the Borrower violates any commitment under the any Agreement concluded with the Bank, or if it is necessary to protect business reputation of the Bank and/or its legal interests, the Bank shall be entitled to submit to the court/arbitration/National Bureau of Enforcement the information about the Borrower and/or use it like any document signed by the Borrower.

4.3.5. The Borrower provides the Bank with unconditional right without Borrower’s additional consent to provide the Guarantor (s) of the Borrower and / or the person whose property directly is a collateral of obligations of the Borrower with information / documentation on the Client's obligations to the Bank who

is the surety for such particular obligations. Specified information/documentation includes (but not limited) : debt volume, validity, history of credit product repayment, appropriate contract etc. The provision of information provided by present subclause does not constitute a breach of banking secrecy

Clause 5. Force-majeure circumstances

5.1. The parties are released from liabilities for failure or incomplete performing of their obligations under this agreement if the reason is force majeure circumstances the occurrence of which was impossible to predetermine and avoid on the moment of agreement conclusion.

5.2. Under the force majeure circumstances are considered natural disasters (earthquake, fire etc.) decisions of competent state authorities, which changes, terminated or stopped the present agreement regulations, any kind of military actions and other similar actions, for the occurrence of which parties are not responsible.

5.3. Force majeure circumstances must be confirmed by competent state authority.

5.4. Force majeure shall not release the parties after its (force-majeure) termination from the complete fulfillment of responsibilities under the present Agreement.

5.5. If force majeure lasts longer than one month, the party has the right to terminate present Agreement subject to all obligations existed at the moment of termination.

Clause 6. Demand on Credit return before the term. Special conditions of contract termination

6.1. In any case concerned by subclause “6.3.” the Bank is authorized unilaterally to terminate the Contract with the Borrower on the base of appropriate notification and is authorized to demand the payment of credit principal amount or any of its parts

6.2. The Borrower is obliged according the notification provided by subclause “6.1.” hereunder to repay the principal amount of credit together with accrued interest and fine/forfeit/commission (subject to the existence of such).

6.3. The Borrower agrees that Bank has a right to withdraw the credit before the expiration date and terminate the Contract if:

6.3.1. in terms determined hereunder will not be paid principal amount of credit according the schedule and/or accrued interest and the mentioned fault will be not settled;

6.3.2. The Borrower will take liabilities to the third persons without prior written consent of the Bank and/or will be breached financial restriction set by the Bank.

6.3.3. Collateral objects (subject to the existence of such) under this Contract will be destroyed, damaged or their cost is decreased and the mentioned fault will be not settled in period determined by the Bank.

6.3.4. The purpose of the credit defined hereunder is disrupted by the Borrower or any other conditions under the present Contract.

6.3.5. Any statement and guarantee confirmed by the Borrower in relation with present Contract will be considered invalid.

6.3.6. if there is an adverse change in financial or property state of the Borrower that became a reason of impede the fulfillment of credit obligations under the terms of the contract.

6.3.7. In case of death of the Borrower or his Guarantor (subject to existence of such) or missing, their incapability or If against the Borrower or his Guarantor are initiated liquidation proceedings or bankruptcy/insolvency proceeding if the Guarantor is legal entity).

6.3.8. In case of precedent, provided in subclause “4.9” hereunder.

6.4. In case of at least one precedent provided by subclause “6.3.” hereunder takes place, the Bank is authorized by the Borrower without prior consent of the Borrower to withdraw the amount from any of his account(s) without acceptance for credit and other liabilities payment under the present Contract.

Clause 6. Notification

6.1. Any notification is performed in written if no otherwise is provided under the general conditions of Credit Contract, Bank can use for notification other communication facilities –email, remote channel(s)(internet-banking, mobile-banking) or telephone facilities (telephone call, SMS.). Notification should be delivered to the party to the last known address.

6.2. Notification is considered to be delivered on the day of it's receiving by addressee if receiving is confirmed by appropriate rule (including electronic document, receipt, other appropriate means of notification etc.) If receiving of notification has not been confirmed. Any such notification shall be deemed to be sent and accepted in accordance with the rules:

6.2.1. In the case of sending written notification by mail carrier or by registered mail– (a) if notification is sent by the Bank – within 3 (three) calendar days from the sending or on the day of confirming the delivery (which occurs earlier); (b) if notification is sent by the Borrower – on the day next to registration of letter by the secretariat of the Bank;

6.2.2. In case of sending by the Bank by email, remote channels (including internet-banking, mobile-banking) or by phone (including phone call, sms) on the next banking day after the day of sending.

6.4. The Borrower is obliged within the 2 (two) calendar days from notification receiving to inform the Bank in written about changes of name/surname (company's name), passport data (registration data), address (legal/actual) and contact (phone,fax, email etc.) information.

6.5. The Bank is not responsible for the consequences caused by information sending to specified by the Borrower contact and it's receiving by the third party.

Clause 7. Settlement of disagreements

7.1. The Bank and the Client undertake to solve any possible disputes and disagreements arising from Credit Contract by means of negotiations. Otherwise if the dispute between the parties will be considered by the Court if, in accordance with the main terms of the loan contract or in accordance with other relevant agreement concluded between the bank and the client, has not been provided the arbitration proceedings in a specific arbitration court, according to the current legislation of Georgia.

7.2. Related to any dispute arising from the Credit Contract the parties agree that the Bank is authorized in accordance with the Civil Code Article 268 Part One prima, in connection with a dispute which could arise out of this contract, the decision taken by the first instance court must be immediately put into force.

7.3. Parties agree that saved information provided at bank's internet web-site and/or in bank's data base (computer programs) information prepared by the Bank as electronic copies and printed versions attested by the Bank have the power for the reason of approvement the facts related to the Credit Contract.

Clause 8. Conclusions

8.1. Credit Contract and Specialconditions in relation to any appropriate Client comes into force upon conclusion(signing)of basic conditions of Credit Contract by both parties and is valid until the complete fulfilment of parties liabilities.

8.2. Termination of Credit Contract (or/and any of its condition) before the term and/or payment of fine/fortfeit/commission by the Client does not relieve the Client from the complete fulfillment of his obligations.

8.3. If no otherwise is considered under the Basic Conditions of Credit Contract concluded between the parties or/and by legislation of Georgia, entering changes and additions to the Credit Contract (including basic/specific conditionss) possible as follows:

8.3.1. By written agreement and/or by agreement concluded by menas of remote channels, or

8.3.2. By the Bank unilaterally by sending to the Borrower notification minimum 1 (one) calendar month prior to entering changes into force in any form prescribed under the Credit Contract. If the Borrower does not agree to the changes, he is authorized to terminate the Credit Contract before entering changes into force by complete implementation of liabilities towards the Bank. Otherwise the changes

provided by the Bank is deemed accepted by the Borrower and the Contract is considered as changed in compliance with adopted changes.

8.4. The Bank is not obligated to inform the Borrower on such changes/additions to the Contract that are carried out in favour of the Borrower and the Bank is entitled to enter such changes in force upon by publishing at its official web-page: (www.basisbank.ge) and/or

8.5. Relationships that are not regulated hereunder shall be governed by the laws of Georgia.

8.6. Supervision of Bank activity is carried out by National Bank of Georgia (address: №2 Sanapiro str., Tbilisi) in compliance with current Law of Georgia.

8.7. Present agreement is composed in two copies in Georgian and English language and is available at official web-page of the Bank: www.basisbank.ge and has appropriated juridical force.