

## Essence of Agreement

### Other contractual info

- Unless otherwise provided by Law, in case of early repayment / reduction of the loan by the Borrower or in case of refinancing (by Borrower's own funds or/and by funds of the third person), the Bank is authorized to accrue to the Borrower and the Borrower is obliged to pay the commissions for early payment/refinancing in the following amount:
  - Upon payment by the Borrower or by funds of the third person, the commission is 2% of the amount used to cover the principal remaining loan amount (if the period of 6 to 12 months remains until the end of the loan period, the amount of these commissions should not exceed 0.5% of the amount used currently for payment of the remaining principal amount of the loan, and if the period is from 12 upto 24 months-1%).
  - In case of credit refinancing the commission is 2% of the amount used to cover the principal remaining loan amount (if the period of 6 to 12 months remains until the end of the loan period, the amount of these commissions should not exceed 0.5% of the amount used currently for payment of the remaining principal amount of the loan, and if the period is from 12 upto 24 months-1%).
- The Bank shall not penalize the Borrower to pay the commissions provided by subclause above in following cases:
  - if there are 6 months left till the end of the credit period;
  - while complete or partly refinancing of credit carried out by JSC "BasisBank";
  - early payment of credit upon demand of JSC "BasisBank";
  - in the event of the Borrower's refusal to make changes required by the bank for early repayment of the loan or its refinancing, into a credit contract.
- The Bank is authorized within the complete duration of the Contract make unilaterally changes of monthly (and appropriately annual) interest rate by sending notification to the Borrower in form stipulated hereunder, 30 (thirty) calendar days in advance before the changes enter into force, if the Borrower does not make insurance of his life and capability upon request of the Bank.
- The Borrower is entitled to submit his claim at any of Service Center of Bank orally or in standard written form or electronically. Max. period for the claim consideration is 1 (one) month from the day of receiving by the Bank properly drawn up claim in written.
- Notification of the Borrower on interest rate and/or changes in other conditions of Contract will be carried out by one of the following means: in written form, by email, by internet (official web-page [www.basisbank.ge](http://www.basisbank.ge)) or phone call (including phone call, short text message, mobile-banking).
- Present introduction represents integral part of "Agreement on Growing future deposit".
- Familiarize with useful information for customers on web-page of Naciona Bank of Georgia – [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) and hot-line 832 2 406 406.

**Clause 1. Subject of Contract**

1.1. On the base of present Contract the Customer (referred to as “the Customer” or “the Borrower”) can take advantage of consumer credit. (referred to as “the Credit”).

1.2. For getting the loan the Customer shall submit Application (It is acceptable to submit Application by means of electronic communications) or agree with proposal of the Bank (It is acceptable to agree to proposal by means of electronic communications) Customer's agreement with the offer of the Bank is equated to submitted application, along with it is acceptable agreement to the offer by means of electronic communications). The Bank will consider application of Customer and will take the decision on issuance or refusal of credit issuance (the Bank is not obliged to explain the reasons of refusal).

1.3. Upon issuance of credit the Customer (The Borrower) is obliged to pay back the principal amount of credit with charged to it interest according conditions agreed with the Bank. Charging of interest rate on credit is carried out on daily basis, along with it the quantity of days is defined as 30 (thirty) days per month. Charging of interest starts from the day of entering the loan amount to Customer's Account.

1.4. Financial obligation is carried out with funds placed on his Account(s).

1.5. If the Customer does not have Current Account, the loan Application at the same time is considered as Application for opening of Current Account and in case of issuance the loan by the Bank, before issuance of loan for the Customer will be opened Current Account.

1.6. By means of amount paid by the Borrower to the Bank or placed on Borrower's account first will be paid insurance premium (subject to existence of such), then fine/commission (subject to existence of such), then profit and the principal amount of credit.

1.7. the Customer entitles the Bank to:

1.7.1. change the regulation provided by subclause “1.6” hereunder.

1.7.2. determine at his own discretion the sequence (priority) of debt payment if there is insufficient balance on the Borrower's Account namely the Bank can unilaterally decide on what sum (amount) and which indebtedness is to be paid off by the Customers' from the amount(s) given to the Bank or the amount(s) placed on Customers' account(s), it means that the Customers will empower the Bank to determine on the customers' behalf the sequence (priority) of fulfillment of obligations by the Customers.

1.8. In the case of non-payment of the monthly amount timely the Bank is entitled to impose to and the Customer is obliged to pay to the Bank penalty for overdue payment, it may consist from the fixed amount and daily penalty, which amount is determined in accordance with tariffs set at the Bank for the moment of the delay.

1.9. Penalty shall not apply to the loan product, if the date of depositing the amount (payment) coincide with the non-banking day/day off. If such occurs the Customers is liable to deposit the payable amount (to pay) on the relevant account on the next banking day.

1.10. If the Customer does pay out within the specified time the credit amount, accrued interest, fine (subject to existence of such), insurance premium or any commission imposed by the Bank, the Bank is entitled:

1.10.1. to satisfy its claims by selling any of the client's assets;

1.10.2. to require at any time conclusion of Contracts of mortgage or pledge concluded as a collateral of loan amount (in such case the Customer is obliged in 5 (five) working days from the requirement of the Bank to conclude with the Bank appropriate agreement of mortgage or pledge the Customer's property, acceptable by the Bank, amount of such property shall not be less than total amount of loan, with accrued interest and fines and the Customer shall provide registration of rights of the Bank in appropriate Register Office. Expenses for notarization and registration of rights arising from such Contracts in public registry bears the Customer).

1.10.3. The Bank is entitled to require transfer of subject of mortgage or/and pledge to the Bank and after transferring to sell it directly or by any other means prescribed by Civil Code and after the payment of amounts, required for carrying out the realization, to use the received amount for credit back payment. If the amount received from realization of the subject of mortgage or/and pledge is not completely cover the debt of the Customer, the Bank is authorized to bring to execution any of property of the Customer (any property or intangible assets of the Customer).

1.11. In case of late payment of monthly payable installment, interest, fine or insurance premium by the Customer or in case of existence of other grounds the Bank is entitled to terminate credit relationship unilaterally and to claim complete payment of credit amount including charged payments (interest, fine etc.).

1.12. Unless otherwise provided by Law, in case of early repayment / reduction of the loan by the Borrower or in case of refinancing (by Borrower's own funds or/and by funds of the third person), the Bank is authorized to accrue to the Borrower and the Borrower is obliged to pay the commissions for early payment/refinancing in accordance with appropriate conditions agreed with the Customer But with the obligatory observance of the following circumstances:

1.12.1. Upon early payment/reduction of credit by the Borrower or by funds of the third person, if before expiration of credit liabilities is remained (up to completion go the Contract) from 6 to 12 months the amount of these commissions should

not exceed 0.5% of the amount used currently for the payment of the remaining principal amount of the loan and if before expiration of credit liabilities is remained (up to completion go the Contract) from 12 to 24 months the amount the commission is 1%.

1.12.2. In case of credit refinancing if the period of 6 to 12 months remains until the end of the loan period (up to completion go the Contract) the refinancing commission is 0.5% of the amount used to cover the principal remaining amount of loan, and if before the expiration of loan period is remaining from 12 upto 24 months-1%.

1.13. The Bank shall not penalize the Borrower to pay the commissions provided for in subclause "3.9" if one of the following conditions exist:

1.13.1. if there are 6 months left till the end of the credit period (up to completion go the Contract);

1.13.2. while complete or partly refinancing of credit carried out by JSC "BasisBank";

1.13.3. early payment of credit upon demand of JSC "BasisBank";

1.13.4. In case of the Borrower's refusal to make changes required by the bank for early repayment of the loan or its refinancing, into a credit contract.

1.14. Early (before the term) repayment/reduction of credit or refinancing are made as follows:

1.14.1. The Borrower submits application (in written, by internet or email) regarding the early (before the term) repayment/reduction of liabilities or refinancing and places money amounts on appropriate accounts existing in the Bank.

1.14.2. In case of availability of complete money amount on appropriate account of the Borrower, sufficient for early (before the term) repayment/reduction or refinancing the credit (along with it there should not be any restrictions on the account including incasso, arrest etc.), fulfillment of Borrower's application starts at the day of submitting application to the Bank if related to technical or some other reason repayment of credit does not require the certain period.

1.14.3. In case when credit repayment requires the certain period, 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 to the credit.

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

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

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

1.16. If the Borrower does not exercise the right provided by subclause "1.15" 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.

1.17. In case of submission of application on early payment to the Bank, the Customers shall be under obligation to further supply the Bank with all necessary information/documents directly or indirectly proving with the ability to determine the fact of refinancing or absence of such fact. If appropriate credit conditions provide for refinancing fees and the Bank suspects the fact of a possible refinancing, the Bank will be entitled to request additionally at any time from the Customers the delivery of any kind of information/documents related to credit refinancing within no later than 2 (two) banking days from the date of the request.

1.18. The parties agree as follows:

1.18.1 As a refinancing of the credit shall mean early repayment of the credit at JSC "BasisBank" carried out directly and/or indirectly, personally and/or through other person(s) with funds obtained directly and/or indirectly, personally and/or through other person(s) from any other financial institution (commercial bank, microfinance organization, credit union and/or other entities).

1.18.2. The Bank is not obliged to prove the fact of refinancing and shall have the right to make decision on imposing the refinancing fee and/or relevant commissions to the Customers on the basis of information obtained from any kind of source. It means that Customer is liable for the proof the fact of absence of refinancing;

1.18.3. The fees and/or commissions on refinancing or early payment shall be determined under the appropriate conditions agreed with the Customer;

1.18.4. If the Customer proves the absence of refinancing through the court, the Bank is obliged to reimburse to the Customer solely the commissions and/or fees deducted without acceptance from the Customer. The Customer hereby waives the right of claim in connection with the damage cause by the Bank's actions (in breach of the Bank's obligations hereunder).

1.19. If the Bank requires submission of insurance policy for credit issuance, the Customer is obliged:

1.19.1. to conclude an insurance contract with entity acceptable to the Bank in compliance with conditions and rates determined by the Bank;

1.19.2. to carry out insurance in compliance with the conditions required by the Bank.

1.19.3. to specify the Bank as the sole Beneficiary in the insurance policy.

1.20. In case of significant deterioration of insurance conditions or in case of increase of insurance rates the Customer is entitled to demand in written cancellation of obligatory insurance. The Bank decides to cancel obligatory insurance unilaterally, guided by its own credit policy and rules.

1.21. The Customer agrees that Bank with unconditional right without acceptance will write off monthly insurance premium amount (subject to existence of such) in favour of insurer (insurance company) from any account(s) of Customer, if necessary make conversion of such amounts to appropriate currency according the exchange rate set by the Bank and dispose it for payment of insurance premium on Customer's expense.

1.22. The Customer provides the Bank with unconditional right without Customer's additional consent to provide the Guarantor (s) of the Customer and / or the person whose property directly is a collateral of obligations of the Customer 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.

1.23. Each Customer authorizes the Bank with unconditional right without his additional consent within the period of present Agreement:

1.23.1. to transfer any available information as positive as well as negative regarding the Customer to current credit Informational Bureau of Georgia, according the mentioned Bureau rules after that Customer is registered in clients data base. Information to be transferred without any restrictions include: Customer's identifications data, volume of liabilities, credit purpose, accrued interest rate, validity, timeliness of payments made by Customer related credit products, debts balance, identification info of collateral facilities, also the similar information on Guarantors and on liabilities undertaken within the frames of present Agreement in case of forensic arbitral proceedings information, legal proceedings and enforcement procedures, and other information regarding the Guarantor, required by credit Informational Bureau regulation procedures.

1.23.2. to acquaint with information related to Customer from data base of Informational Credit Bureau(including customer's credit history);

1.23.3. For the purpose of decision with regard to the issuance of Credit product and/or for the reasons of monitoring (with required volume in order to achieve said reason) on performing the obligations/conditions by the Customer to the Bank (including repayment of credit), the Bank has the right to request and receive any kind of private/biometric data on the Customer with necessary frequency through the third person(s) and administrative entities (including acting informational credit Bureau of Georgia and publicly available sources of information) including the use of such data for the purpose of direct marketing (due to offering a variety of loan products).

1.23.4. If the Customer 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 customer and/or use it like any document signed by the Customer.

1.23.5. in compliance with regulations of law for the purpose of providing banking service and for implementation of this purpose with required volume to receive private/biometric data on the Customer from the electronic data base of SSDA-State Services Development Agency.

1.24. The Bank is entitled for the purpose of decision with regard to the issuance of Credit product and/or for the reasons of performing obligations by the Customer to the Bank (including repayment of credit), the Bank has the right to request, receive and process any kind of personal information about the Customer through the third person(s) and administrative entity(ies).

1.25. The Bank is entitled to:

1.25.1. for the purposes of satisfaction of obligations arising to the Bank after their occurrence of such obligation with unconditional right without Customer's additional consent to write off money amounts in order to satisfy his claims from any account of Customer without acceptance, if the obligations are fixed in currency different from the currency available on Customer's Account, the equivalent is determined according the exchange rate set by the Bank for the moment of writing off the appropriate amount.

1.25.2. Expenses to be paid by the Customer to Public registry national agency, MIA agency fee or/and expenses for service of other administrative entities and/or any fee related to credit disbursement (including insurance premium) without further consent of the Customer (without acceptance) shall be transferred by the Bank from any account of the Customer to account of appropriate entity;

1.25.3. In the case of payment overdue equal to 14 (fourteen) days amount provided for by the loan contract schedule for the products received / expected to be received by the client, based hereunder, the Bank is authorized to provide the specified information to the persons designated in the client's application (family members, advisers, Etc.), as well to the persons having any connection with the client, for what the Customer declares his prior consent.

1.26. The Borrower is entitled to submit his claim at any of Service Center of Bank orally or in standard written form or electronically. Submission and consideration of claim is public information and is available at any Service-Centers of the Bank. Max. period for the claim consideration is 1 (one) month from the day of receiving by the Bank properly drawn up claim in written.

1.27. The Bank is entitled within the complete period of credit relationship with the Customer to make unilaterally changes in monthly (and annual respectively) interest rate by sending notification to the Customer(s) in compliance with rules provided by

present Agreement 30 (thirty) calendar days prior to changes in the case of termination of employment agreement between the Borrower and his Employer specified by the time of credit issuance or in case of termination of contract between the Bank and the Employer of the Borrower related to payroll program (applicable if between the Bank and the Borrower's employer is concluded contract related to payroll program).

## **Clause 2. Conditions of termination of credit relations/agreement validity**

2.1. The Bank is authorized to terminate current relations with the Customer or/and any or all additional agreements or/and claim repayment of principal amount of the credit with charged interest and fines (subject to existence of such) if one of the following circumstances takes place:

2.1.1. if the Customer breaches any liabilities undertaken hereunder or some liabilities based on any other document concluded with the Bank;

2.1.2. If the Customer breaches the payment obligation according to the schedule attached to the contracts concluded under this Agreement;

2.1.3. will be not fulfilled (will be breached) any precondition, additional condition or/and some requirements of the Bank to any Customer;

2.1.4. The Customer will breach purpose of credit;

2.1.5. Capital of the Customer is significantly reduced/decreased;

2.1.6. Significant changes will be carried out in Customer's property, without prior written notification of the Bank;

2.1.7. Deterioration of the property and / or financial status of the Client / Guarantor, any pledge used to secure this Agreement or the risk of occurrence of circumstances that may lead to such deterioration;

2.1.8. if any party or successor of contract concluded as collateral hereunder will breach any other conditions under the appropriate Contract;

2.1.9. object(s) of the pledge hereunder will be destroyed, damaged or amortized, for which the Bank is not liable;

2.1.10. In relation to the Borrower begins judicial proceedings;

2.1.11. any action on the lawsuit is imposed to any of bank account of Customer or to Customer's property (any property of intangible assets) are imposed to arrest or in relation to the Customer or his property, any measures will be taken to enforce payment obligations or execute the claim;

2.1.12. If any rights / obligation and / or restriction (including pledge / mortgage, arrest, etc.) are imposed related to the subject of collateral / mortgage of present contract and / or any other property or intangible assets of the Customer;

2.1.13. If there is a risk of declaring insolvency in respect of the Customer, his Guarantor or in respect of any party to the contract being as collateral of present agreement;

2.1.14. If the official authority deprives the Customer of any of his assets or its significant part, or performs nationalization of of such assets or other expropriation;

2.1.15. If any statement made by the Customer or/and any information provided to the Bank will be significantly forged or incorrect (untrue);

2.1.16. The Customer performs an act aimed to deceive the Bank;

2.1.17. If there are any circumstances that call into question the fulfillment of the obligations undertaken by the Customer, his Guarantor or the party to any contract concluded as collateral for this agreement or a timely back payment of the amount by the Customer;

2.2. If any precedent provided by subclauses of "2.1.1."- "2.1.17." hereunder takes place the Customer is obliged immediately informs the Bank.

2.3. In case prescribed by subclause "2.1." hereunder (Regardless of the fault of Customer in the occurrence of any circumstances listed in the subclause "2.1.") the Customer is obliged immediately (or within the timeframe specified by the Bank) repay the principal amount of credit including charged to it interest and fines (subject to existence of such) and fulfill any financial obligations undertaken in favour of the Bank.

## **Clause 3. Validity of the Contract and other conditions**

3.1. Present Agreement comes into force after the Client confirms the agreement with the contract (It is acceptable to agree with contract by means of electronic communications) and is valid up to complete fulfillment of liabilities by parties.

3.2. The text of present Agreement is available on web-page of the Bank: <http://www.basisbank.ge/agreements/>, upon request, the Customer receives a copy printed and signed by an authorized representative of the Bank.

3.3. Invalidity of any part of the contract and / or termination of the term does not entail invalidity or termination of the Agreement as a whole.

3.4. Any notification must be implement in written or in other form, provided hereunder. Written notification should be sent to the last known for the sender's address of other party. Bank can use for notification other communication facilities: email, internet (official web-page of the Bank: <http://www.basisbank.ge> internet-banking) –or phone call, short text message,mobile-banking).

3.5. Bank is authorized to make changes (amendments) to present agreement and notify on this the Customer 1 (one) month in advance before the changes (amendments) enter into force by means of one (or several) facilities provided hereunder. The Customer is entitled, before expiration of 1 (one) month upon sending of notification by the Bank, at any time to terminate present Agreement by written notification send to the Bank. In the case of the exercise (using) of the right assigned to the Customer by present subclause, the Customer will be obliged to repay the credit issued under the present Agreement within the term specified in notification sent by the Bank together with any commissions related to services under the present Agreement, interest, fines and other payments. Along with it the parties agree that the Bank is not obliged to inform (notificate) teh Customer on changes (amendments) if such ones don't make negative affect to the status of Customer and enter them into force upon placement of changes on official web-page- [www.basisbank.ge](http://www.basisbank.ge) and/or placement such information at Service-Center of the Bank.

3.6. Parties undertake to solve any possible disputes and disagreements arising from this Agreement by means of negotiations. Should the parties fail to reach agreement through negotiations the dispute between the parties will be considered by the the City Court of Tbilisi according to the current legislation of Georgia. By present Agreement the parties agree that the Bank is authorized in accordance with the Civil Code Article 268 Part One prima, in connection with a dispute could arising out of this contract, the decision taken by the first instance court (including court order for payment) bring immediately into force.

3.7. Parties agree that saved information provided at internet web-site and/or in data base (computer programs) of the Bank information prepared by the Bank as electronic copies and printed versions attested by Director or authorized representative of the Bank have the power of approvement of evidence/absemce of facts related to the present Agreement.

3.8. for the purpose of implementation of present agreement the Bank will transfer under its ownership or sale the objects of mortgage/pledge and by the moment of transferring/selling the value of objects of mortgage/pledge will be less than a cost of secured claim or if amount received upon realization of objects of mortgage/pledge is insufficient for complete payment of secured claim, the secured claim is considered satisfied if the amount of objects of mortgage/pledge or the amount received from realization/sale of objects of mortgage/pledge is equal amount of secured claim.

3.9. Relationships that are not regulated by this agreement shall be governed by the laws of Georgia.

3.10. For his outstanding obligations each Customer is liable with all his property, according to the current legislation. at the same time it implies that in order to meet the Bank's requirements to the Borrower, the Bank may take the coercive measures provided by the current Georgian legislation, including (but not limited to)

3.10.1. imposing arrest of tangible or intangible assets (including bank accounts) of the Borrower

3.10.2. registration of the Borrower in the debtors register.

3.10.3. Realization of object(s) of collateral (subject to existence of such) of obligations of the Borrower according to the corresponding contract. If collateral property (subject to existence of such) by the moment of realization of such property does not fully cover the secured claim under the present agreement, concluded within the framework of present agreement, the Bank is authorized to make forced seizure of any property (any property or intangible assets under the possession of Customer) of the Customer in order to meet his claims.