Framework Loan Agreement No ___

The city of _______ ___ ___ 20__

Article 1

1.1 THE BANK: JSC ProCredit Bank; identification number: 204851197

1.2 Borrower/Joint Borrowers: Full name (P/N____), 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:[1]

Article 2

2.1 The parties understand and agree that banking products include those issued within the credit limit, at the interest rate and for the term specified in this Framework Agreement.

2.1.1 The entering into this Framework Agreement shall not be interpreted as a lending commitment. Pursuant to this Agreement, the Bank may, in its sole discretion, under agreements concluded based on this Agreement, issue interest-bearing banking products to the Borrower(s) under the following terms and conditions:

<table>
<tr><td colspan="2">a) credit limit of the Framework Loan Agreement (the total credit limit):</td></tr>
<tr><td colspan="2">_____ (amount and currency) and/or the equivalent in GEL and/or the equivalent in any other foreign currency. The Borrower may use the limit repeatedly throughout the entire term of the Agreement. The total aggregate balance of the issued banking products shall not exceed the limit defined in this subparagraph, except in the case of refinancing. Refinancing (for the purpose of this subparagraph, refinancing means the issuing of an additional and/or parallel loan, for any purpose and within the scope of this Agreement, to repay the existing loan) shall not be deemed a violation and/or excess of the limit defined in this subparagraph.</td></tr>
<tr><td>b) duration of the credit limit (time limit):</td><td>___ months</td></tr>
<tr><td>c) maximum interest rate (per annum):</td><td>No more than 36% per annum. Interest may be charged on interest for the late payment of the loan amount.</td></tr>
<tr><td colspan="2">2.2 Agreed collateral and joint liability:
2.2.1 As the parties agree, the Borrower's/Borrowers' performance of obligations under this Agreement shall be secured with the mortgage, pledge, assignment, etc. agreements signed and/or to be signed in the future.
2.2.2 This Agreement and the Borrower's/Borrowers' obligations established by the agreements concluded hereunder shall also be performed by the joint guarantor, together with the Borrower(s), in the manner and as established by the agreement(s) concluded and/or to be concluded with them in the future.
2.2.3. 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]</td></tr>
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2.3 This Framework Agreement shall fully apply to all other agreements concluded hereunder, unless otherwise provided for by the other agreements concluded hereunder. The terms and conditions of each banking product and the other obligations of the Borrower shall be determined by the agreements concluded within the scope and on the basis of this Agreement, which form an integral part of and are applicable together

[1] In the case of Co-borrowers
[2] In the case of Co-borrowers

with this Framework Agreement. The terms and conditions of this Framework Agreement and other agreements concluded hereunder shall apply to the Security Agreement and Guarantor's Joint Liability Agreement.

2.4 Penalty charges continue for 90 days after the payment period is violated even if the Bank requests to terminate the Agreement because of non-performance and/or improper performance of the obligations assumed hereunder.

2.5 Payment of the late payment fee shall not release the Borrower from the performance of the obligations assumed.

Article 3

3.1 Payment shall be made in the following order: first, all of the Bank fees; then default interest (if any); interest accrued; and lastly, the principal amount. This order may change at the discretion of the Bank.

3.2 If the principal amount is repaid fully or partially before the maturity date, the Borrower shall first repay the full amount of interest accrued by the date of early repayment. Besides, in the event of a grace period, or after the termination thereof, if all or part of the principal amount is repaid, the interests/penalties/any expenses/fees charged during the grace period shall be paid in full (if any).

3.3 Upon maturity or in the event of late payment, the Bank may, directly/without the Borrower's further consent, debit the banking product 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 and/or any other accounts, as well as from the overdraft amount authorized on the Borrower's account(s) (unused balance). In addition, if the amount to be written off without acceptance differs from the liability currency, the Bank may translate, at the Borrower's expense, one currency unit to another at the commercial exchange rate applicable at the Bank.

Article 4

4.1 The Borrower agrees that the Bank may enforce its right in any property (including unsecured property) owned by the Borrower and/or the joint and several debtor. In addition, to satisfy the Bank's claim against the Borrower, the enforcement shall initially apply to the collateral items, and then to any other property of the Borrower/Joint Debtor.

4.2 If the Borrower breaches (or fails to observe) the terms and conditions of this Agreement and/or any other agreement(s) concluded hereunder, the Bank shall have the right to enforce its security interest based on the agreements specified in paragraph 2.2 of this Agreement (which form an integral part hereof).

4.3 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 to be satisfied in full but rather satisfied to the extent covered by the proceeds from the sale of the mortgaged/pledged property.

4.4 The Borrower undertakes to submit, within one month after the Bank requests in writing, an insurance policy for the mortgaged and pledged property and/or the Borrower's credit life insurance policy (credit risk insurance policy against the default on debt due to the death of the Borrower):

4.4.1 The Borrower agrees and authorizes the Bank to debit, on a monthly basis, the insurance premium amount and related payments (if any) from any account(s) of the Borrower and make a payment with the insurance company, without further authorisation/additional consent of the Borrower. Payment with the insurance company shall be made in the national currency (GEL). If the amount on the Borrower's account is in another currency, the Bank shall be authorized to translate the amount from one currency unit to the other at the expense of the Borrower using the commercial rate applicable at the Bank on the day when funds are debited from the account. The Bank shall also be authorized to charge off the currency translation fee (if any) and pay the appropriate amount to cover the insurance premium/payment. In the first place, the insurance premium amount and related payments (if any), and then the banking product amount shall be covered.

4.4.2 The Borrower acknowledges and agrees that, in the event of an insured accident, the Bank shall be authorized to satisfy its claims with insurance payout. In case of mortgaged/pledged property insurance, the

Bank shall be authorized to use the insurance payout to satisfy its claims deriving from the relevant agreement(s) secured with property. In the case of more than one secured agreements, the Bank shall decide, at its own discretion, the order of claim satisfaction. The Bank shall also be authorized to prepay the banking product early with the insurance payout.

Article 5

5.1 The Bank may terminate this Agreement and the other agreements concluded with all Borrowers hereunder before the date of expiry, declare all banking products, accrued interests and penalties owing hereunder immediately due and payable, and claim damages for full or partial default on this Agreement, whereas the Borrower(s) shall meet all these requirements if:

5.1.1 The instalments of the banking products are not repaid in time or the banking product is not used for the intended purpose;

5.1.2 There is a default on obligations under this Agreement and any other agreements concluded hereunder, also under Security Agreement and/or Guarantor’s Joint Liability Agreement, including by third parties.

5.1.3 The material/financial condition of the Borrower or Joint Guarantor deteriorates (which includes the deprivation of property or restriction of the right to use), or is likely to deteriorate, and the Borrower fails to provide additional collateral.

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

Article 6

6.1 (deleted).

6.2 The Bank may make available the cover paper and copies, if requested, of the Loan Agreement with the Borrower to the Joint Guarantor or the security provider in the same form as concluded with the Borrower.

6.3 Changes and additions to this Agreement shall be made in writing only. 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 and several guarantee) and/or the owner of the collateral does not fulfill the contractual obligation.

6.4 'Additional Contractual Conditions' defining various conditions and rights/obligations of the parties shall apply to this Agreement and other agreements concluded hereunder. '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.

6.5 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.

6.6 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.

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

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

6.8 The Borrowers declares to have read the terms and conditions of personal data processing available in the branch/on the website of the Bank and are giving their consent to process their personal data to the extent necessary. [3]

6.9 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).

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 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.

[3] In the case of Co-borrowers