

Essential Terms and Conditions of the Agreement
Supplemental Authorized Business Overdraft Agreement No ____

The city of _____ 20__

Loan interest rate

Annual interest rate of business overdraft (the same as loan or overdraft): -- %

Type of interest rate: Fixed

Effective interest rate:

Effective interest rate (Approach 1): ---%

Effective interest rate (Approach 2): ---%

The following assumptions have been used to calculate the effective interest rate:

Approach 1: The maximum overdraft limit is withdrawn on the very first day. The overdraft amount is fully withdrawn. The overdraft is repaid at the end of the term.

Approach 2: The maximum overdraft limit is withdrawn on the very first day. The overdraft amount is withdrawn by card at trade outlets. The overdraft is repaid at the end of the term.

Financial costs:

Insurance costs: --

Loan disbursement fee: --

Cash withdrawal fee: --

Card payment at trade outlets: --

Security Agreement registration costs: --

Notarial costs: --

Origination fee: --

Other contractual information:

Total loan amount: GEL -----

Total repayment amount: GEL -----

Loan and Loan Agreement validity period: -- months

Late payment fee: ____% of the overdue loan amount per each day in arrears. In addition, the calculated amount of the penalty charged/provided by this Agreement and the financial sanction of any form shall not exceed the maximum amount established by law in every case of overdue payment.

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

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

Supplemental Authorized Business Overdraft Agreement No _____

The city of _____ 20__

Article 1

- 1.1. **THE BANK: JSC ProCredit Bank**; identification number: 204851197
1.2. **THE BORROWER: (Full name/name, P/I / I/N _____**

Article 2

2.1 The Bank shall authorize business overdraft (the same as credit or overdraft) on the Borrower's current account No ----- in the national currency. Authorizing business overdraft means to grant the Borrower the right to spend funds over the account balance under the terms and conditions and during the period provided for by this Agreement:

- 2.1.1 Total overdraft amount: GEL ---
2.1.2 Type of interest rate:
2.1.3 Total repayment amount: GEL ____
2.1.4 Amount to be withdrawn from the total loan amount, less financial expenses: GEL ____
2.1.5 Closing date of the Overdraft and the Overdraft Agreement: --/--/---
2.1.6 Purpose:
2.1.7 Interest rate: __% per annum
2.1.8 Effective interest rate (Approach 1): ____%
2.1.9 Effective interest rate (Approach 2): ____%
2.1.10 Insurance costs: GEL ____
2.1.11 Loan disbursement fee: ____
2.1.12 Cash withdrawal fee: ____
2.1.13 Card payments at trade outlets: ____
2.1.14 Security Agreement registration costs: ____
2.1.15 Notarial costs: --
2.1.16 Origination fee: --
2.1.17 The following assumptions have been used to calculate the effective interest rate:
2.1.17.1. Assumptions used to calculate the effective interest rate by Approach 1: The maximum overdraft limit is withdrawn on the very first day. The overdraft amount is fully withdrawn. The overdraft is repaid at the end of the term.
2.1.17.2. Assumptions used to calculate the effective interest rate using Approach 2: The maximum overdraft limit is withdrawn on the very first day. The overdraft amount is withdrawn by card at trade outlets. The overdraft is repaid at the end of the term.
2.1.18 In case of overdue payment of any kind of amount due by the Borrower, the Bank is authorized to impose on the Borrower a penalty of -% of the overdue loan amount per each day in arrears. Besides, the calculated amount of penalties provided/charged by this Agreement and the financial sanctions of any form shall not exceed the maximum amount established by law at each time of overdue payment.

2.2 The Borrower shall pay the interest accrued on the loan on the last day of each month, and repay the withdrawn limit (loan disbursed) before the overdraft closes. Interest accrued during the last

incomplete month of the Agreement must be paid before the Agreement expires. If the Borrower violates the provision of this paragraph, the Bank may, in its sole discretion, terminate the Agreement and request full repayment of the debt, or redistribute for the Borrower the debt under a payment schedule for no more than 48 months.

2.3 The Bank may request immediate repayment of the overdraft amount at any time. In such case, the Borrower shall, upon receipt of the relevant notice from the Bank, or within the period specified in the notice, but no later than three months after the notice, repay the overdraft amount in full, including interests accrued and all related expenses.

2.4 Interest shall be accrued and a late payment fee shall be imposed on the withdrawn overdraft amount, until its full repayment, per each day in arrears, as defined in this Agreement (this requirement shall apply even after the Agreement expires or terminates early).

2.5 Except for the grounds referred to in the Framework Agreement, the Bank may terminate this Agreement unilaterally without giving a prior notice to the Borrower and request the Borrower to pay all sums due, including the interests and penalties accrued, immediately due and payable, provided that:

2.5.1 The Borrower violates any of the requirements under paragraph 2.2;

2.5.2 The Borrower has withdrawn 100% of the overdraft amount from the account during the last one month.

2.6. This Agreement is/will be secured by security agreement(s) to be concluded in the future.

2.7. It is mandatory to insure the collateral if the Bank so requests.

Article 3

3.1 Complaints can be filed by filling out a complaint form (available at the Bank's offices) or by registering a complaint form through the Bank's official website www.procreditbank.ge. All complaints shall be reviewed by the structural unit responsible for protecting the rights of customers at the Bank within no more than 1 (one) month from the receipt.

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 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.

3.3 The Bank shall be authorized to 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 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 in 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 No 2 Sanapiro st, Tbilisi.

3.9 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.

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).

The Bank

The Borrower