

Standard Terms of the Credit Agreement

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1. Definition of Terms

1.1. Unless otherwise defined by the Agreement or otherwise stated in its context, the following terms in the Agreement shall have the following meanings

1.1.1. **Bank** – JSC Liberty Bank (ID# 203828304), which is the **Party** to the **Agreement**;

1.1.2. **Account** – the account(s) (including without any limitation the Service Account) of the **Borrower** held with the **Bank**;

1.1.3. **ATM** – a self-service electronic device of the **Bank**, through which the **Borrower** can activate a number of credit products specified in the **Agreement**, withdraw cash from the **Account**, transfer money, receive information about the account balance, make payments and carry out other transactions allowed by **Bank** for this channel;

1.1.4. **Application** – the information created by the **Bank** by using any material document and/or electronic, optical or other similar mean(s) including **Service Units** and / or **Electronic Channels** (Internet Banking, Mobile Banking, USSD Menu, etc.) and provided to the **Borrower** in written or digital form, to which the **Borrower** agrees by his/her action (eg. by clicking a button, receiving / sending a short text message (SMS), sending a document, transferring money, etc.) that confirms his/her (**Borrower's**) will which shall be considered legally binding as if the electronic consent was given in the form of a material document by the **Borrower**. The **Application** shall be attached to the **Agreement** and represents the integral part thereof;

1.1.5. **Representations and Warranties** – the representations and warranties of the **Borrower** set forth under paragraph 2 of the Standard Terms.

1.1.6. **General Credit Line Service Agreement** – A framework agreement between the **Bank** and the **Borrower** that sets out the **Borrower's** basic and general terms of service of credit products, documentary operations, currency transactions, and/or other banking products. By agreement between the **Bank** and the **Borrower**, the **General Credit Line Service Agreement** may form part of the **Agreement** and the **Supplemental Agreement** may be entered into in accordance with the terms of the **General Credit Line Service Agreement**.

1.1.7. **Schedule** – the **Annex** to the **Supplemental Agreement** (made in written or digital form), under which the **Bank** determines the amount, frequency, volume of other payables related to Credit, documentary operations and/or other terms and conditions.

1.1.8. **Settlement Date** – 9th of each calendar month in which the **Borrower** incurs an obligation to repay **Interest** accrued and unpaid before the current settlement date on the **Overdraft** (excluding **Agro Overdraft**);

1.1.9. **Annex** – any annex (including and not only the **Schedule**), which specifies, amends and/or terminates the Agreement and/or the terms and conditions thereof. **Annex** represents an integral part of the **Agreement**.

1.1.10. **Related Agreement** – the agreement(s) concluded by and between the **Parties** and/or by participating the **Parties** with any **Third Person** to ensure that the **Borrower** fulfills the obligations assumed by the **Agreement**, including all changes and amendments thereto (including but not limited to collateral agreements, bank service agreements, insurance agreement(s), and bank guarantee, letter of credit, etc. issued in favour of the **Bank** as a beneficiary).

1.1.11. **Additional Terms** – additional terms mentioned in the **General Credit Line Service Agreement** and / or the **Supplemental Agreement** and agreed between the **Parties**: (a) additional terms that are not specified under **General Credit Line Service Agreement** and/or the **Supplemental Agreement** (including under **Standard Terms**) and/or (b) modified terms that change and otherwise govern specific Article (s) of the **General Credit Line Service Agreement** or **Supplemental Agreement** (including **Standard Terms**), paragraph (S) and / or sub-paragraph (s).

1.1.12. **Electronic Channel** – **Bank**-defined devices, software and / or various electronic channels (including not only **ATM**, **Mobile Phone**, **USSD Menu**, fast self-service device, website and / or other electronic device / software) that enable the **Borrower** obtain the services specified in these terms (take a **Credit**, including **Bank Credit**, **Credit Line**, **Overdraft**, **Special Advance**, etc.), submit an **Application**, agree to the **Agreement Cover Page**, as well as conduct banking operations and / or receive his account information without visiting the **Bank**;

1.1.13. **Legislation** – the combination of all applicable legislative and subordinate normative acts of Georgia as well as the international treaties and agreements of Georgia in the system of normative acts of Georgia;

1.1.14. **Confidential Information** – unless otherwise determined by the **Agreement**, any information/documentation (including the information/documentation regarding the **Party's** personal, shareholding, financial data, the data of **Persons** owning/governing/related to the **Party**, transaction(s) with **Third Parties**, movable and/or immovable property/objects possessed, business processes/procedures, marketing strategy, project(s) and/or other data) received, processed, created and/or sent by one of the **Parties** regarding the other **Party** in consequence of signing and/or fulfillment of the **Agreement**) and/or other important information/documentation;

1.1.15. **Credit** (or **Loan**) – the amount to be disbursed/issued by the **Bank** to the **Borrower** on the condition of repayment, cost, collateralization and timeliness, including but not limited to the amount to be disbursed/issued upon use of the following **Bank** credit products:

- (i) Payroll Loan;
- (ii) Micro Credit;
- (iii) Car Loan (Car pawnshop, car leasing, etc.);
- (iv) **Liberty Express**;
- (v) **Liberty Express Mini**;
- (vi) **Liberty Express Plus**;
- (vii) **Special Advance** or
- (viii) **Bank Credit** (including Indexed **Bank Credit**, Mortgage **Bank Credit**, **Bank Credit (s)** 'Easy Loan', 'Entrepreneurial Loan', etc.)
- (ix) **Agro Overdraft**;
- (x) **Overdraft**;
- (xi) **Credit Line**;
- (xii) Consumer Installment Payment;
- (xiii) Gold Pawn and other.

1.1.16. **Credit Related Charges** (or **Related Charges**) – the **Interest Rate**, commission **Fee** (Including service fee / interest fast consumer credit in case of **Liberty Express**), Credit withdrawal **Fee**, early repayment penalty (fine), overdue **Penalty** and/or other **Fees**, **Penalties** and/or expenses under the **Agreement** (including but not limited to the expenses related to judicial dispute, enforcement, funds paid for reimbursement of damages/losses, etc.);

1.1.17. **Credit Default** – **Credit** status that arises on the specified calendar day within the **Credit** overdue period. If **Credit Default** occurs, the **Bank** will charge a one-time default **Penalty** (if any) and ceases to accrue any other **Fees**, **Interest** and **Penalties** on the **Credit** amount. **Credit Default** applies only to specific credit products and is determined by the relevant **Supplemental Agreement**;

1.1.18. **Service Account** – the **Account** designated by the **Bank** the funds placed on which will be used for repayment of the **Credit Amount** and/or other **Credit Related Charges**.

1.1.19. **Credit Amount** – the funds withdrawn/received by the **Borrower** in the form of **Credit** on the basis of the **General Credit Line Agreement** and/or relevant **Supplemental Agreement**.

1.1.20. **Liberty Express** – a short-term credit product of the **Bank** (except for **Liberty Express**, valid until January 15, 2017, with a maturity of 12 months), upon which the **Borrower** may use the **Credit Amount** on the condition of repayment, cost, security and maturity;

1.1.21. **Liberty Express Mini** – a short-term credit product of the **Bank** upon which the **Borrower** may use the **Credit Amount** on the condition of repayment, cost, security and maturity;

1.1.22. **Liberty Express Plus** – a long-term credit product of the **Bank** upon which the **Borrower** may use the **Credit Amount** on the condition of repayment, cost, security and maturity;

1.1.23. **Third Party** – any **Person** other than the **Parties** to the **Agreement**;

1.1.24. **Purpose** – the action and/or purpose determined by the **Supplemental Agreement**, for fulfillment of which the **Credit Amount** has been disbursed/issued and which the **Borrower** has undertaken to fulfill;

1.1.25. **Mobile Phone** – a phone connected to a cellular network;

1.1.26. **Service Unit** – a **Bank** branch, service center, agent or other physical unit defined by the **Bank**, upon which it is available to submit a material **Application** to the **Bank** and enter into the **Agreement**;

1.1.27. **Borrower** or **Client** - the **Person** as defined under **General Credit Line Agreement, Supplemental Agreement**, respective credit agreement as well, also, the existing and/or future debtor(s), who represent(s) the **Party** to the **Agreement**;

1.1.28. **Party/Parties** – the **Bank** and/or the **Borrower** as the context requires.

1.1.29. **Overdraft** - debit balance – **Credit** allowed/available on the **Borrower's Account** (including the card account), on the condition of repayment, cost, collateralization and timeliness, in accordance with the terms and conditions of the **Agreement**, which enables the **Borrower** to withdraw funds repeatedly, in full or in part and that shall automatically be repaid by the amount deposited into the **Borrower's Account**, unless otherwise agreed by and between the **Bank** and the **Borrower**. The **Parties** agree that in calculation of maximum limit (maximum debit balance) of the **Overdraft**, shall not be taken into consideration (a) the portion of **Credit** withdrawn by the **Borrower** under the **Overdraft Agreement** that has already been repaid/fulfilled to the **Bank**; (b) the amount of liabilities/obligations to be refinanced (the amount to be refinanced), in case of full or partial **Refinancing** of one or more **Credit**, whether or not the credit liability/obligation to be refinanced and the new **Credit Amount** are jointly deposited into the **Borrower's Account** and both balances are available before refinancing for a certain period of time. In addition, if the **Overdraft** is approved in one of the currencies and the relevant **Credit Amount** or its portion is disbursed/issued in another currency, the excess of **Overdraft** amount/limit because of changing of currency exchange rates shall not be considered as a breach of this **Agreement** and the **Borrower** shall fully and duly perform the obligations taken under the **Agreement**.

1.1.30. **Agro Overdraft** - An **Overdraft** allowed on the account of the Borrower's agro card (the terms of which are governed by the Universal Account Terms of Service, posted on the **Bank's** website - www.libertybank.ge) issued by the **Bank**, which the **Borrower** can dispose of for the purpose of expenditure, only from a person (s) designated by the **Bank**, for the purchase of agricultural goods, only by performing a payment transaction (s) at the **Bank's** pos-terminal via an agro card. The **Borrower** is entitled to choose the option of repayment of **Agro Overdraft** by annuity or seasonal schedule, which means that the **Credit Limit** and accrued interest paid during the use of **Agro Overdraft** will be repaid on the terms specified in the relevant schedule and **Overdraft** agreement; However, the **Bank** is entitled to allow the use of **Agro Overdraft** for different and / or additional purposes and conditions (s) at any time in its sole discretion.

1.1.31. **Overdraft Agreement** – the **Supplemental Agreement**, under which the **Bank** shall be authorized to make available the **Credit amount** to the **Borrower** within the approved limit of **Overdraft**, and the **Borrower** shall undertake to fully repay the withdrawn **Credit Amount** and other **Credit Related Charges**, also fully and duly perform the assumed obligations before expiry of the validity term of the **Overdraft Agreement**.

1.1.32. **Overlimit** or **Unauthorized Balance** - (a) the difference between the debit balance on the **Account** and the **Overdraft** credit limit established by the **Agreement**; (b) debit balance on the **Account** in the absence of an **Overdraft** credit limit;

1.1.33. **Penalty (Fine)** – the amount of money, which shall be paid by the **Party** if it fails to fulfill and/or unduly fulfills its obligations.

1.1.34. **Person(s)** – individual(s), legal entit(ies)y (including legal entit(ies)y under public law), non-entrepreneurial (non-commercial) legal entit(ies)y and/or other organizational formation(s) created on the basis of the **Legislation**.

1.1.35. **Prolongation** - without payment of the **Credit Amount**, at the request of the **Borrower** and / or at the discretion and initiative of the **Bank**, extension of the **Credit** term for the same (initial) term, during which, other **Credit** terms remain unchanged unless otherwise specified in the **Agreement**;

1.1.36. **Interest** or **Interest Rate** – the amount of fixed and/or floating/indexed **Interest Rate** determined by the **Agreement**, which will be calculated according to the actual calendar days of using the withdrawn **Credit** by the **Borrower**, calculating to maximum 365 (three hundred sixty five) days per annum.

1.1.37. **Refinance** – the full or partial repayment of one or more **Credit Amount** (financial liabilities) existing against the **Bank** by issuing a new **Credit Amount** to the **Borrower**;

1.1.38. **Banking Day** – the part of the working day determined by the **Bank** (other than holidays determined by the **Bank** and/or official holidays determined by the **Legislation**) when the **Bank** provides banking services;

1.1.39. **Bank Credit** – credit product disbursed/issued under the **Bank Credit Agreement**, at the discretion of the **Bank**, upon **Borrower's** reference, while the **Borrower** undertakes fully repay **Credit Amount**, to pay **Credit Related Charges** and fully and properly fulfill its obligations. The **Bank Credit** can be issued at an **Interest** rate linked to a floating public index (indexed **Bank Credit**) and / or secured by real estate (mortgage **Bank Credit**) and / or other characteristics in accordance with the **Bank's** credit policy and internal regulations;

1.1.40. **Bank Credit Agreement** – the **Supplemental Agreement**, on the basis of which the **Bank Credit** will be issued;

1.1.41. **Special Advance** - **Bank** short-term credit product, which allows the **Borrower** to use the **Credit Amount** on the basis of repayment, cost, security and maturity;

1.1.42. **Commission Fee** – the charge(s) set by the **Bank** for the **Borrower** on the basis of the **Agreement**, for using the relevant banking product;

1.1.43. **Credit Line** – the maximum limit of the disbursed **Credit Amount** set by the **Bank** for the **Borrower** on the basis of the **Agreement**, within which the **Borrower** shall be authorized to withdraw and repay the **Credit Amount** one time or repeatedly/several times so that the total balance of the **Credit Amounts** withdrawn at the moment of withdrawal the **Credit Amount** does not exceed the limit of the **Credit Line** determined by the **Agreement** and, at the same time, the **Credit Amount** withdrawn by the **Borrower** shall be fully repaid/covered before the expiration of the validity term of the **Credit Line**. The **Parties** agree that when calculating the maximum limit of the **Credit Line** (maximum debit balance), shall not be taken into consideration: (a) the portion of the **credit amount** withdrawn by the **Borrower** within the **Credit Line Agreement**, which has already been repaid/fulfilled to the **Bank**; (b) the amount of liabilities to be refinanced (the amount to be refinanced) in case of full or partial **Refinancing** of one or more **Credits**, whether or not the credit liability to be refinanced and the new **Credit Amount** are jointly deposited into the **Borrower's Account** and both balances are available before refinancing for a certain period of time. however, if **Credit Line** is approved in one of the currencies and the relevant **Credit Amount** or its portion is disbursed/issued in another currency, the excess of **Credit Line** amount/limit because of changing of currency exchange rates shall not be considered as a breach/violation of this **Agreement** and the **Borrower** shall fully and duly perform/fulfill the obligations assumed under the **Agreement** and the **Supplemental Agreement**;

1.1.44. **Credit Line Agreement** - the **Supplemental Agreement**, under which the **Bank** may disburse/issue **Credit Amount** upon **Borrower's** request within the limit of **Credit Line**, and the **Borrower** shall undertake to fully repay the withdrawn **Credit Amount** and other **Credit Related Charges**, also fully and duly perform the assumed obligations before expiry of the validity term of the **Credit Line**;

1.1.45. **Interest Yield** - the amount/interest payable to the **Bank** established for using the **Credit, Credit Line, Overdraft** on under the **Agreement, Bank Credit Agreement, Credit Line Agreement, Overdraft Agreement** and/or relevant credit **Agreement** and in accordance with their terms and conditions which shall be calculated from the fixed and/or floating **Interest Rate** of the relevant **Credit Amount** and the amount and payment rules of which shall be determined by the **Agreement**. If the **Bank** unilaterally terminates the **Agreement** prematurely, accruing the **Interest Yield** shall be continued and shall subject to payment in the amount calculated at the moment of compulsory enforcement or voluntary execution by the **Borrower**. A different rule for accruing interest on termination of a agreement may apply to specific credit products if the terms of the Credit Default stipulate the relevant **Supplemental Agreement**;

1.1.46. **Grace Period** - 27 (twenty seven) calendar days from the **Calculation Date** of **Overdraft** (except **Agro Overdraft**). The **Grace Period** is calculated including the **Calculation Date**;

1.1.47. **Standard Terms** - The standard terms of the **Supplemental Agreement** set forth in this document, which form an integral part of the unified **Agreement** and are placed on the **Bank's** website: www.libertybank.ge;

1.1.48. **Supplemental Agreement** - agreements between the **Bank** and the **Borrower** in physical and / or electronic form and signed by the **Parties**, including: **Bank Credit Agreement, Credit Line Agreement, Overdraft Agreement** and / or agreements related to the use of various banking products offered by the **Bank** to the **Borrower**, which **Annex** are **Standard Terms**. The **Supplemental Agreement** can be concluded within the framework of the

General Credit Line Service Agreement, as well as independently without the **General Credit Line Service Agreement**;

1.1.49. **Agreement** - Unity of **Application** provided by the **Borrower** to the **Bank** (both electronic and non-electronic), **General Credit Line Service Agreement** (if any), **Agreement Cover Page** (if any), **Supplemental Agreement** (if any), **Standard Terms** and/or any additional application (s), Annex, that / will be entered into in connection with the **Agreement** and forms an integral part thereof;

1.1.50. **Agreement Cover Page** - Written information provided to the **Borrower** using material, electronic, optical or other similar means (s) (including **ATM**, **Mobile Phone**, **USSD Menu**, fast service device, website, etc.) informing the **Borrower** of the important terms of the **Credit** (interest, commission, fines and other financial expenses required by law) and on the basis of the signature or the action taken in electronic form (pressing a button, transferring money to the account, requesting an SMS code, verification, etc.) agree to it (**Agreement Cover Page**); such consent shall be deemed to have equal legal force by the **Borrower** to declare / express consent to the material document; The **Agreement Cover Page** is attached to the **Agreement** and is an integral part of it;

1.1.51. **USSD Menu** - software available on a **Mobile Phone**, by which the **Borrower** is able to generate an **Application** and use the **Credit**;

1.1.52. The existence or non-existence of a mandatory payment of the **Credit** (**Interest Yield**, **Commission**, **Penalty** and / or other payments) under sub-clauses of this **Agreement** shall be determined by the relevant **Supplemental Agreement** (including the **Annex** to the **Supplemental Agreement**) and / or by the Tariffs specified in **Standard Terms Annex 1**). The tariffs given in **Annex 1** to the **Standard Terms** do not apply to Agro Overdraft unless the **Bank** decides otherwise.

1.1.53. Terms and / or words used in the **Agreement** only in the number shall be understood in the plural (and vice versa), unless otherwise provided by the context of the relevant condition of the **Agreement**.

2. Representations and Warranties

2.1. The **Borrower** represents and warrants that:

2.1.1. the **Borrower** an authorized and legally capable **Person** who has obtained all necessary consents, permits and/or proxies/orders (power of attorney) for concluding, signing and executing the **Agreement**, **Related Agreement** and/or **Application**;

2.1.2. the conclusion and/or fulfillment of the **Agreement** and/or **Related Agreement** by the **Borrower** is not contradictory to the **Legislation**, any other legislation under jurisdiction of which the **Borrower** operates/conducts business, international norms and/or other regulations, does not result the violation/breach of the obligation(s) assumed by the **Borrower** under any other contractual relationship; and does not give rise to the **Third Party's** right to contend for the **Agreement** and/or **Related Agreement**;

2.1.3. the **Borrower** has not been involved in any lawsuit and/or arbitration dispute, in civil, criminal and/or administrative proceedings (as a plaintiff, defendant, third person or otherwise) that may prevent the full and proper fulfillment of the obligations assumed by it under the **Agreement** and/or **Related Agreement**;

2.1.4. the **Borrower** is solvent and no solvency (bankruptcy or rehabilitation) proceedings or liquidation process has been initiated against it and/or there is no other circumstance that would prevent the full and proper fulfillment of the obligations assumed by it under the **Agreement** and/or **Related Agreement**;

2.1.5. the information submitted to the **Bank** is true and accurate, and the submitted documents are the complete and current/valid editions;

2.1.6. the **Borrower** does not participate directly or indirectly in any illegal activity (including money laundering, arms trade, drugs trade and/or terrorism) that contradicts to the **Legislation** and/or any other legislation under jurisdiction of which the **Borrower** operates/conducts business; and does not use the labour of minors and/or disabled people in its business activities (without their consent and/or relevant permit);

2.1.7. the **Bank** and/or **Third Persons** have not carried out any violence, intimidation/threaten, deception, misleading and/or any other influence on the **Borrower** and/or its relatives for the purpose of concluding this **Agreement**; and the **Bank** has not abused its market power;

2.1.8. through the **Service Units** and / or **Electronic Channel**, the **Borrower** is fully aware and accepts the **Agreement Cover Page**, the **Supplemental**

Agreement and these **Standard Terms** and the information provided in the **Application**;

2.1.9. the **Borrower** has fully read and agrees to the **Agreement** including to the **Commission Fees** provided under **Supplemental Agreement** and **Annex 1 of Standard Terms**. The **Borrower** confirms that the **Penalty** determined by the **Supplemental Agreement** and/or **Standard Terms** is not inadequately high;

2.1.10. The **Borrower** shall not assume any other additional financial liability(s) without the prior written consent of the **Bank**.

2.1.11. the **Borrower** is aware that furnishing/submmiting to the **Bank** false statements regarding its business or financial condition for the purpose of receiving **Credit Amount** or increase it and/or obtain a concessionary/discounted **Credit**, as well as using the purpose-oriented **Credit** for other purposes, shall be deemed as sufficient grounds for the **Bank** to terminate this **Agreement** in full or in part, and shall be qualified as an act punishable under the **Legislation**;

2.2. the **Borrower** shall immediately notify the **Bank** of any circumstance(s) that may result in violation of the **Representations and Warranties** and/or this **Agreement** and/or any obligations assumed under the **Agreement** and at the request of the **Bank**, to provide to the **Bank** with any kind of documentation / information on the financial condition of the **Borrower** within the period specified by the **Bank**.

2.3. the **Parties** are aware and agree that they sign/conclude the **Agreement** based on the **Representations and Warranties** and hold them to be the terms and conditions of the **Agreement**. Consequently, violation/breach of the **Representations and Warranties** provided under the **Agreement** shall be deemed as the sufficient grounds for the **Bank** unilateral refuse (including not to issue **Credit / Overdraft / Special Advance**) and / or terminate the **Agreement**.

3. Start using Credit

3.1. **Submit an Application and general terms of Credit approval**

3.1.1. Submitting an **Application** (if any), agreeing on the **Agreement Cover Page** (if any) and signing the **Supplemental Agreement**: (a) confirms that the **Borrower** is aware of and agrees to and **Standard Terms** and the the information set out in the **Agreement Cover Page**, **Supplemental Agreement**. (b) expresses will to enter into an **Agreement**, (c) the **Borrower** accepts the **Credit Amount**, **Interest**, term, **Penalty**, **Commission** volumes and other conditions;

3.1.2. If the **Bank** satisfies the **Borrower's** relevant **Application**, the **Bank** and the **Borrower** shall enter into the **Supplemental Agreement**, on the basis of which the **Bank** may disburse/issue the **Credit** at the **Borrower's** request and the **Borrower** shall fully repay/cover the utilized **Credit Amount**, **Credit Related Charges**, and fully and duly perform the obligations assumed under the **Supplemental Agreement**;

3.1.3. The **Borrower** represents and confirms that, that the issuance of **Credit** under the **Agreement** depends only on the sole discretion of the **Bank**. The **Bank** considers the issuance of **Credit** in each case and makes decisions independently. The **Application** and / or the **Agreement** does not oblige the **Bank** to issue a **Credit**. The **Application** and / or the **Agreement** does not oblige the **Bank** to issue a **Credit** in any case, It only determines minimum conditions precedent for issuing a **Credit** and regulates the relationship between the **Bank** and the **Borrower** arising from **Credit** issuance.

3.1.4. The **Credit Amount** shall be considered as disbursed/issued by the **Bank** and approved/accepted/received by the **Borrower** only after the **Credit Amount** is transferred/deposited into the **Borrower's Service Account**.

3.1.5. When the **Credit Amount** is disbursed/issued, the **Interest** shall start to accrue on the **Credit Amount** on the calendar day of transferring the **Credit Amount** to the **Service Account**.

3.1.6. The **Borrower** shall use the withdrawn **Credit Amount** only for a specific **Purpose**.

3.1.7. The **Bank** considers as an entire **Agreement** the **Application** (if any), **Agreement Cover Page** (if any), **Supplemental Agreement** (if any) and its terms together with **Standard Terms** and the consent of the **Borrower** to the said **Application/Agreement Cover Page**, **Supplemental Agreement** (if any) and the commencement of use of **Credit** shall be deemed to be the **Borrower's** consent / will to enter into a transaction (agreement).

3.2. **Submit an Application for use Liberty Express, Liberty Express Mini, Liberty Express Plus, Special Advance and Overdraft (including Agro Overdraft) and Credit approval**

3.2.1. The issuing of **Credit** (**Liberty Express, Liberty Express Mini, Liberty Express Plus, Special Advance and Overdraft**) by the **Bank**, the following procedure is followed: (a) the **Borrower** selects one of the **Service Unit or Electronic Channels** specified by the **Bank**, by which he / she wishes to submit a **Credit** application; (b) In the **Service Unit or Electronic Channel**, the **Borrower** fills in the mandatory fields specified in the **Application**; (c) Prior to the submission of the **Application**, the **Bank** will inform the **Borrower** about main terms of the **Agreement**, by the **Agreement Cover Page** (and, if the credit product does not provide the **Agreement Cover Page**, in person or by other means of communication); (d) If the main terms of the **Agreement** are acceptable to the **Borrower**, the **Borrower** agrees to the main terms of the **Agreement** by relevant action (signing the material document, pressing a button, transfer money to the account, sending an SMS code, verification and / or other action) (e) After agreeing to the main terms of the **Agreement** (**Agreement Cover Page** (if any)), the **Application** shall be sent to the **Bank** with the **Borrower's** confirmation; (f) the **Bank** will consider the **Credit Application** and if the **Borrower** meets the **Bank's** requirements, the **Parties** will sign the relevant **Supplemental Agreement** (depending on the content of the credit product if necessary) and issue the **Credit**.

3.2.2. If the **Application** is submitted through the **Service Unit**, the **Borrower** shall make a material signature on the **Application**, agreeing to the **Agreement Cover Page** and **Standard Terms** electronically or in material form.

3.2.3. An agreement to issue a particular **Credit** may be made between the **Parties** without the procedures set forth in paragraphs 3.1.1 and 3.1.2 of the **Standard Terms**, by signing a **Supplemental Agreement**. Provided that in any case, the signing of the relevant **Supplemental Agreement** is the ground for issuing the **Credit** regardless of whether the terms and procedures set forth in paragraphs 3.1.1 and 3.1.2 of the **Standard Terms** have been complied with.

3.3. **Submit an Application for use Car Loan, Credit Line, Micro Credit, Payroll Loan, Consumer Installment Payment, Gold Pawn and Credit approval**

3.3.1. The issuing of **Credit** (Car Loan, Credit Line, Consumer Installment Payment and other) by the **Bank**, the following procedure is followed: (a) the **Borrower** selects one of the **Service Unit or Electronic Channels** specified by the **Bank**, by which he / she wishes to submit a **Credit** application; (b) In the **Service Unit or Electronic Channel**, the **Borrower** fills in the mandatory fields specified in the **Application**; (c) Prior to the submission of the **Application**, the **Bank** will inform the **Borrower** about main terms of the **Agreement**, by the **Agreement Cover Page** (and, if the credit product does not provide the **Agreement Cover Page**, in person or by other means of communication); (d) If the main terms of the **Agreement** are acceptable to the **Borrower**, the **Borrower** agrees to the main terms of the **Agreement** by relevant action (signing the material document, pressing a button, transfer money to the account, sending an SMS code, verification and / or other action) (e) After agreeing to the main terms of the **Agreement** (**Agreement Cover Page** (if any)), the **Application** shall be sent to the **Bank** with the **Borrower's** confirmation; (f) the **Bank** will consider the **Credit Application** and if the **Borrower** meets the **Bank's** requirements, the **Parties** will sign the relevant **Supplemental Agreement** (depending on the content of the credit product if necessary) and issue the **Credit**.

3.4. **Additional conditions for use of Agro Overdraft**

3.4.1. In case of use of **Agro Overdraft** by the **Borrower**, the **Agro Overdraft** repayment schedule, by which the **Bank** determines repayment of amount disbursed from **Agro Overdraft** and/or amounts payable, frequency under the **Agro Overdraft** and/or other conditions shall be provided to the **Borrower** upon request by material or electronic form.

3.4.2. In the event of choosing the option of **Agro Overdraft** repayment by annuity schedule, the **Borrower** is obliged to pay the **Credit Amount** and **Credit Related Charges** under the **Overdraft** on a monthly basis, in equal installment payment **Schedule** and / or subject to the amounts, time period and / or other conditions specified under relevant agreement of the **Overdraft**; In case of choosing the option of **Agro Overdraft** repayment on a seasonal schedule - the **Borrower** is obliged to pay the **Credit Amount** and **Credit Related Charges** under the **Overdraft** in accordance with the **Schedule** and / or subject to the amounts, time period, in equal installments and / or other conditions specified under relevant agreement of the **Overdraft**.

3.4.3. Each disbursement of the **Credit Amount** by the **Borrower** under the **Agro Overdraft** causes changes in the **Schedule** according to the conditions listed below:

3.4.3.1. In the event of choosing the option of **Agro Overdraft** repayment by annuity schedule, if not more than 14 (fourteen) calendar days are left

before the payment date and the **Borrower** will additionally make disbursement under the **Overdraft** during such mentioned 14 (fourteen) days, the principal amount and **Interest** payable under the **Overdraft** will remain unchanged on the next payment date and amount disbursed and accrued **Interest** under the **Overdraft** during such 14 (fourteen) days will be distributed over the next 12 (twelve) months following from the next first payment date, provided that the **Borrower** shall pay the **Overdraft** amount disbursed and accrued **Interest** for the next 12 (twelve) months in equal installments of monthly basis, on annuity payment;

3.4.3.2. In the event of choosing the option of **Agro Overdraft** repayment by annuity schedule, if more than 14 (fourteen) calendar days are left before the payment date and the **Borrower** will additionally make disbursement under the **Overdraft**, the **Schedule** will remain unchanged and the **Overdraft** amount disbursed during such period will be distributed over 12 (twelve) months (including the nearest next payment date), provided that the **Overdraft** amount disbursed and accrued **Interest** for the shall be paid in equal installments of monthly basis, on annuity payment;

3.4.3.3. In case the total amount of the accrued **Interest** on the nearest payment date exceeds the total payment (the sum of the **Overdraft** principal amount and **Interest**) that should be made on the payment date, the **Borrower** shall the pay the accrued **Interest** pay in full and the **Overdraft** amount disbursed will be distributed over 12 (twelve) months subject to annuity payment;

3.4.3.4. In case of choosing the option of **Agro Overdraft** repayment on a seasonal schedule, regardless of the **Overdraft** validity period, the **Borrower** is not authorized to disburse the **Overdraft** amount from the last day of the month preceding the first payment date stipulated by the **Schedule** and/or the relevant **Overdraft** agreement; However, if the difference between the first payment date stipulated in the **Schedule** and / or the relevant **Overdraft** agreement and the last day of the previous month of the first payment date is not more than 14 (fourteen) calendar days, the **Borrower** is not authorized to disburse the **Overdraft** amount from the date of the month prior the first payment date, when 14 (fourteen) calendar days are left until the first payment date. The **Bank** is entitled to unilaterally change this term at any time;

3.4.3.5. In case of choosing the option of **Agro Overdraft** repayment on a seasonal schedule, by any new disbursement of the **Overdraft** amount, the **Schedule** and payment dates remain unchanged, only amounts of the installments will be changed according to the amount disbursed, provided that the **Overdraft** amount and accrued **Interest** shall be paid on payment dates in equal installments of monthly basis, on annuity payment.

3.4.3.6. If the amount payable on any of the **Agro Overdraft** payment dates (sum of **Overdraft** principal amount and **Interest**) is less than 5 (five) GEL, the instalments/amounts payable by the **Borrower** will be distributed so that the monthly payment will be not less than 5 (five) GEL; but if the amount disbursed and accrued **Interest** is less than 5 (five) GEL the **Borrower** shall fully repay all amounts derived from **Overdraft** on the nearest payment date. All of the above can cause the change/ decrease **Overdraft** repayment period.

3.4.4. Unless the **Bank** otherwise decides, **Agro Overdraft** can only be used to purchase agricultural goods / services from a person (s) specified by the **Bank** through payment operations on the **Bank's** post-terminals with the agro cards issued by the **Bank**. Anyway, the **Bank** is entitled to allow the use of **Agro Overdraft** for different and / or additional purposes and conditions (s) at any time in its sole discretion.

3.5. **Additional conditions for approval and use of Credit Line**

3.5.1. If the **Bank** satisfies the **Borrower's** relevant **Application**, the **Bank** and the **Borrower** shall enter into the **Credit Line Agreement**, under which the **Borrower** shall be authorized to withdraw repeatedly and repay the **Credit Amount** so that at the moment of withdrawing the **Credit Amount** the total balance of the **Credit Amounts** withdrawn does not exceed the limit of the **Credit Line** established by the **Credit Line Agreement** and, at the same time, the **Credit Amount** withdrawn by the **Borrower** shall be fully repaid before the expiry of the validity term of the **Credit Line**.

3.5.2. The **Borrower** shall submit the relevant **Application** to the **Bank** in order to receive a **Credit Amount** in the form of each new tranche, however the **Credit Line Agreement** does not oblige the **Bank** to issue a **Credit Amount** in any case, it only defines the minimum preconditions for **Credit** disbursement and regulates the relationship between the **Bank** and the **Borrower** derived from the **Credit** disbursement.

3.5.3. The **Credit Amount** shall be considered as disbursed/issued by the **Bank** under the **Credit Line** and accepted/received by the **Borrower** only after the **Credit Amount** is transferred/deposited into the **Borrower's Service Account**.

3.5.4. When the **Credit Amount** is withdrawn, the **Interest** shall start to accrue on the **Credit Amount** on the calendar day of transferring the **Credit Amount** to the **Service Account**.

3.5.5. The **Borrower** shall use the withdrawn **Credit Amount** only for a specific **Purpose**.

4. Rules of Credit use and Credit Repayment

4.1. The procedure for repayment of the credit amount and Credit Related Charges

4.1.1. Upon the receipt/withdrawal of the **Credit Amount**, the **Borrower** shall deposit/place enough money on the **Service Account** in the amount and frequency determined by the relevant **Agreement** (including the **Application**) for the purpose to repay the withdrawn **Credit Amount** and/or **Credit Related Charges**, and the **Bank** will write off the mentioned amount without acceptance, to repay/reduce the obligations/debt of the **Borrower** existing toward the **Bank**.

4.1.2. If the **Borrower** does not deposit/place a sufficient amount of money on the **Service Account** on the date of repayment of the **Credit** and/or **Credit Related Charges**, and/or early termination event of the **Agreement** occurs, the **Borrower** gives its prior consent that the **Bank** has full authority, in its sole discretion, to:

4.1.2.1. block, in full and/or in part, the funds available on the **Borrower's Account(s)** maintained with the **Bank**; and/or

4.1.2.2. write off all payables (including the **Credit Amount** and/or **Credit Related Charges**) from any of the **Borrower's account(s)** maintained with the **Bank** without acceptance and direct it to repay/reduce the outstanding monetary liabilities/obligations (including for early payment); and/or

4.1.2.3. if the funds available on the **Borrower's Account(s)** and the payables are in different currencies, make conversion itself at the commercial exchange rate applicable at the **Bank** on the day of payment, and write off the conversion fee (if any) without acceptance from the **Borrower's Account(s)**.

4.1.3. Any payment shall be deemed to be a duly fulfilled obligation if the amounts payable under the **Agreement** are paid within the timeframe determined by the **Agreement** (by the **Schedule**, if any). If the payment date determined by the **Agreement** (by **Schedule**, if any) is a non-banking day, the payment shall be made on the following **Banking Day**.

4.1.4. The **Credit Amount** and **Credit Related Charges** shall be repaid in the following sequence: first of all shall be paid the expenses (including but not limited to expenses related to arbitration dispute, litigation and enforcement; amounts paid for reimbursement damages/losses, etc.), then the **Penalty, Commission Fee, Interest Yield** and, finally, the **Credit Amount**. Furthermore, the above sequence shall be determined at the **Bank's** discretion and may be changed at any time without the prior consent of the **Borrower**.

4.1.5. If the **Borrower** fails to fully perform its due obligations arising out of the **Supplemental Agreements** within the **Agreement**, the **Bank** shall determine the sequence of the relevant obligations to be performed (in full or in part) at its own discretion.

4.1.6. Unless otherwise provided by the **Agreement** and/or **Legislation**, the **Borrower** shall: (a) pay the **Credit approval Fee** (if any) in full (in one tranche) upon **Credit** disbursement by the **Bank**; and (b) the **Credit service Fee** (if any) pay at intervals specified under the **Agreement(s)**.

4.1.7. The **Bank** shall be authorized not to cover the **Credit Amount** and/or **Credit Related Charges** if the **Borrower** (including the co-borrower) has monetary liabilities to the **Bank** independently from this **Agreement** (whether or not the deadline for fulfillment of the obligations has occurred). The **Credit Amount** and/or **Credit related Charges** will be covered by the funds transferred by the **Borrower** (including the co-borrower) only after the monetary liabilities that the **Borrower** (including the co-borrower) has to the **Bank** independently from this **Agreement** are fully repaid.

4.1.8. The financial liabilities under the **Agreement** shall be performed (repaid) within the timeframe determined by the **Agreement**, and in the absence of this condition, within 10 (ten) **Banking Days** after arising the relevant monetary liability(ies) (in case of reimbursement the **Penalty**,

damage (loss) from the moment of submitting the request for payment such penalty, damages/losses).

4.1.9. **Liberty Express, Liberty Express Mini and Liberty Express Plus** can be repaid early (in advance) only if the **Borrower** has paid all the **Credit Related Charges** in full, including not only the **Credit approval/withdrawal Fee, service Fee / interest and penalties**. However, partial early repayment of **Credit Amount** of **Liberty Express** or **Liberty Express Mini** is not allowed.

4.1.10. If the **Borrower** fails to fully repay the **Credit Amount** of **Liberty Express, Liberty Express Mini** or **Liberty Express Plus** during the **Credit** validity period, and no increase **Credit Amount** (if any) and / or no **Prolongation** (if any) has occurred, the **Bank** is entitled to continue accruing the **Credit Fee / interest** after the **Credit** validity period in the amount specified in **Annex 1** of the **Standard Terms** on each calendar day of using the **Credit Amount**.

4.2. The procedure for repayment of the Overdraft and its related charges

4.2.1. **Overdraft approval Fee** (if any) will be paid in advance from the **Overdraft** amount upon issuance / activation of the **Overdraft**. **Overdraft service Fee** will be paid on the last **Banking Day** of each calendar month by write off the **Fee** amount from the **Borrower's Account** in a non-acceptance form;

4.2.2. **Interest** will be accrued on the amount disbursed from the **Overdraft**. The accrual of **Interest** will start on the disbursement day of **Overdraft** amount by the **Borrower**.

4.2.3. In case of full or partial disbursement of the **Overdraft** amount under the **Agreement**, the **Borrower** shall fully repay the **Interest** accrued before the **Settlement Date** until the expiry of the **Grace Period**. From the next calendar day after the expiry of the **Grace Period**, the **Overdraft** will be considered overdue and the daily accrual of the **Overdraft** overdue **Penalty** provided under **Standard Terms** will start, which does not stop the accrual of **Interest**.

4.2.4. From the first day of **Overdraft** overdue, the **Bank** is entitled to unilaterally suspend the **Borrower** to use the **Overdraft**. In case of full repayment of the current debt (accrued **Interest** and overdue **Penalty**) by the **Borrower** within 30 (thirty) calendar days, the **Overdraft** is subject to automatic activation (the **Borrower** has the right to continue using the **Overdraft** under the terms specified in the **Standard Terms**).

4.2.5. If the **Borrower** fails to fully repay the debt toward the **Bank** within 90 (ninety) calendar days from the date of overdue of the **Overdraft**, the **Borrower** shall fully repay any debt under the **Agreement**, including **Overdraft** principal amount, **Overlimit, Penalty, Commission Fee**, accrued **Interest** provided that the balance of the **Account** on which an **Overdraft** is disbursed shall be equal to or greater than null;

4.2.6. Reactivation of the **Overdraft** is at the discretion of the **Bank** and may be subject to the payment of an **Overdraft reactivation Fee** by the **Borrower**.

4.2.7. **Overdraft reactivation Fee** (if any) is subject to payment upon re-activation of the **Overdraft**;

4.2.8. **Overdraft service Fee** will be accrued for each calendar month of **Overdraft** use, independently of the days in which the **Borrower** actually uses the **Overdraft** in a given month;

4.2.9. In case of overpending / **Overlimit** in the events specified under the **Agreement**, the a **Penalty** under the **Standard Terms** will be accrued determined by the **Bank** on the **Overlimit** amount. **Overlimit** shall be repaid immediately by the **Borrower**.

4.2.10. The priority of payment of **Overdraft** and its **Credit Related Charges** is determined at the discretion of the **Bank** and may change at any time.

4.2.11. In case the **Borrower** does not repay the **Overdraft** and its **Credit Related Charges** on time and the amount stipulated under the **Agreement**, and/or early termination event of the **Agreement** occurs, the **Borrower** gives its prior consent that the **Bank** has full authority, in its sole discretion, to:

(i) block, in full and/or in part, the funds available on the **Borrower's Account(s)** maintained with the **Bank**; and/or

(ii) write off all payables (including the **Overdraft** amount and/or its **Credit Related Charges** from any of the **Borrower's Account(s)** maintained with the **Bank** without acceptance and direct it to repay/reduce the outstanding monetary liabilities/obligations (including for early payment);

(iii) if the funds available on the **Borrower's Account(s)** and the payables are in different currencies, make conversion itself at the commercial exchange rate applicable at the **Bank** on the day of payment, and write off the conversion fee (if any) without acceptance from the **Borrower's Account(s)**.

4.3. The procedure for repayment of the Agro Overdraft

4.3.1. **Agro Overdraft approval Fee** (if any) will be paid from the **Overdraft** amount upon issuance / activation of the **Overdraft** by every first transaction made with an **Overdraft** amount by write off the **Fee** amount from the **Borrower's Account** in a non-acceptance form on the day of the relevant transaction.

4.3.2. **Interest** will be accrued on the amount disbursed from the **Agro Overdraft**. The accrual of **Interest** will start on the disbursement day of **Overdraft** amount by the **Borrower**.

4.3.3. The **Borrower** shall deposit/place enough money on the **Agro Overdraft** account in the amount and frequency determined under the **Schedule** and/or relevant **Overdraft Agreement** for the purpose to repay the **Overdraft** amount and/or its **Credit Related Charges**, and the **Bank** will write off the mentioned amount without acceptance, to repay/reduce the obligations/debt of the **Borrower** existing toward the **Bank**.

4.3.4. In case the **Borrower** does not repay the **Overdraft** and its **Credit Related Charges** on time and the amount stipulated under the **Agreement**, and/or early termination event of the **Agreement** occurs, the **Borrower** gives its prior consent that the **Bank** has full authority, in its sole discretion, to:

- (i) block, in full and/or in part, the funds available on the **Borrower's Account(s)** maintained with the **Bank**; and/or
- (ii) write off all payables (including the **Overdraft** amount and/or its **Credit Related Charges** from any of the **Borrower's Account(s)** maintained with the **Bank** without acceptance and direct it to repay/reduce the outstanding monetary liabilities/obligations (including for early repayment);
- (iii) if the funds available on the **Borrower's Account(s)** and the payables are in different currencies, make conversion itself at the commercial exchange rate applicable at the **Bank** on the day of payment, and write off the conversion fee (if any) without acceptance from the **Borrower's Account(s)**.

4.3.5. In case the **Borrower** does not repay the **Overdraft** and its **Credit Related Charges** on time and the amount stipulated under the **Schedule** and/or the **Agreement** from the first day of overdue the **Agro Overdraft** will be considered overdue and the daily accrual of the **Agro Overdraft** overdue **Penalty** provided under relevant agreement will start, which does not stop the accrual of **Interest**;

4.3.6. From the first day of **Agro Overdraft** overdue, the **Bank** is entitled to unilaterally suspend the **Borrower** to use the **Overdraft**. In case of full repayment of the current debt (accrued **Interest** and overdue **Penalty**) by the **Borrower** within 30 (thirty) calendar days, the **Overdraft** is subject to automatic activation (the **Borrower** has the right to continue using the **Overdraft** under the terms specified in the **Agreement**);

4.3.7. If the **Borrower** fails to fully repay the debt toward the **Bank** within 90 (ninety) calendar days from the date of overdue of the **Agro Overdraft**, the **Borrower** shall fully repay any debt under the **Agreement**, including **Overdraft** principal amount, **Overlimit**, **Penalty**, **Commission Fee**, accrued **Interest** provided that the balance of the **Account** on which an **Overdraft** is disbursed shall be equal to or greater than null;

4.3.8. Unless the **Bank** otherwise decides, **Agro Overdraft Credit Related Charges** will not be paid / reimbursed at the expense of the unutilized amount of **Agro Overdraft** and/or **Overlimit**.

4.3.9. In case of overspending / **Overlimit** in the events specified under the **Agreement**, the a **Penalty** under the **Standard Terms** will be accrued determined by the **Bank** on the **Overlimit** amount. **Overlimit** shall be repaid immediately by the **Borrower**;

4.3.10. The order of repayment of the **Overdraft** and **Credit Related Charges** is determined at the discretion of the **Bank** and may be changed at any time.

4.3.11. The priority of payment of **Overdraft** and its **Credit Related Charges** is determined at the discretion of the **Bank** and may change at any time. When **Agro Overdraft** is prepaid under the conditions of the **Agreement**, If prepayment is made 14 (fourteen) or less calendar days before the nearest payment date and the amount repaid in advance is equal to the total amount of the **Overdraft** principal amount payable on the nearest payment date, the **Interest** accrued and other payments due on the prepayment date, in such case the **Interest** accrued from the period of the prepayment to the nearest payment date will be distributed to the payment dates as provided in the **Schedule**, except the nearest payment date, on the annuity payment basis; But if the amount repaid in advance is less than the total amount of the **Overdraft** principal amount payable on the nearest payment date, the **Interest** accrued and other payments due on the prepayment date, in such case, the liabilities remaining due after the prepayment will be payable on the nearest payment

date (including **Interest** accrued before the payment date, the **Overdraft** principal amount remaining due and payable on the nearest payment date, etc.), and the outstanding liabilities under the **Overdraft** will be distributed to the remaining payment dates on an annuity basis. If the amount repaid in advance exceeds the total amount of the **Overdraft** principal amount payable on the nearest payment date, the **Interest** accrued and other payments due on the prepayment date, from next month the **Borrower** may repay only the **Interest** accrued on the **Overdraft** amount. Only the **Interest** will be repaid by the **Borrower** until the principal amount of the **Overdraft** repaid in advance by the **Borrower** is sufficient for the installments provided by the **Schedule**. Once the principal amount of the **Overdraft** prepaid by the **Borrower** is over, the **Overdraft** will continue to be repaid in accordance with the schedule recently generated and the terms of the **Agreement** between the **Bank** and the **Borrower**; In the latter case, the condition of 5 (five) GEL minimum payment specified under sub-paragraph 3.4.3.6. is not not applicable until the principal amount of the **Overdraft** paid in advance by the **Borrower** is over.

4.3.12. If more than 14 (fourteen) calendar days left before the nearest payment date and during this period full or partial prepayment will be made, in such case, the liabilities remaining due after the prepayment will be payable on the nearest payment date (including **Interest** accrued before the payment date, the **Overdraft** principal amount remaining due and payable on the nearest payment date, etc.), and and the outstanding liabilities under the **Overdraft** will be distributed to the remaining payment dates on an annuity basis.

4.4. The procedure for repayment of the Special Advance

4.4.1. **Special Advance** activation **Fee** (if any) will be paid in advance from the **Borrower's Account** when registering the **Special Advance**;

4.4.2. Annual **Interest** as specified under **Annex 1** to the **Standard Terms** will be accrued on the amount disbursed (during the validity period of the **Special Advance**) from the **Special Advance**. The accrued **Interest** must be paid immediately upon the expiration of the **Special Advance** validity period.

4.4.3. The priority of payment of **Special Advance** and its **Credit Related Charges** is determined at the discretion of the **Bank** and may change at any time;

4.4.4. After expiration of the **Special Advance** validity period, the **Special Advance** amount shall be repaid in full. After expiration of the **Special Advance** validity period the outstanding amount of the **Special Advance** will be considered overdue and the daily accrual of the overdue **Penalty** under the **Standard Terms** will start;

4.4.5. In case the **Borrower** does not repay the **Special Advance** and its **Credit Related Charges** on time and the amount stipulated under the **Agreement**, and/or early termination event of the **Agreement** occurs, the **Borrower** gives its prior consent that the **Bank** has full authority, in its sole discretion, to

- (i) block, in full and/or in part, the funds available on the **Borrower's Account(s)** maintained with the **Bank**; and/or
- (ii) write off all payables (including the **Overdraft** amount and/or its **Credit Related Charges** from any of the **Borrower's Account(s)** maintained with the **Bank** without acceptance and direct it to repay/reduce the outstanding monetary liabilities/obligations (including for early repayment);
- (iii) if the funds available on the **Borrower's Account(s)** and the payables are in different currencies, make conversion itself at the commercial exchange rate applicable at the **Bank** on the day of payment, and write off the conversion fee (if any) without acceptance from the **Borrower's Account(s)**.

4.5. Prepayment of credit

4.5.1. Unless otherwise specified under the terms of the **Agreement**, partial prepayment of the **Credit** is allowed only with the consent of the **Bank**. If the **Credit** is repaid, in full or in part, prematurely, the **Borrower** shall notify the **Bank** not less than 14 (fourteen) calendar days earlier, unless the shorter term of notice is prescribed by **Legislation**.

4.5.2. In case of early partial repayment of the **Credit**, the **Borrower** has the opportunity to choose one of the three options (alternative) after partial early repayment of the **Credit**:

4.5.2.1. **Basic option**: The basic option for prerepayment of the **Credit** is activated automatically. If the **Borrower** does not choose and / or does not request the **Bank** for any other options below by the moment of partial prepayment, in case of partial prepayment of the **Credit** by the **Borrower** under the terms of the basic option, the **Credit Amount** will be repaid and from the next month the **Borrower** will be able to repay only the **Interest**

accrued on the **Credit Amount**. Only the **Interest** will be repaid by the **Borrower** until the principal amount of the **Credit Amount** repaid in advance by the **Borrower** is sufficient for installments provided by the **Schedule**. Once the principal amount of **Credit** prepaid by the **Borrower** is over, the **Credit** will continue to be repaid in accordance with the **Schedule** initially agreed between the **Bank** and the **Borrower**.

4.5.2.2. **Term reduction option:** The **Borrower** can activate the term reduction option if the **Borrower** chooses this option by the moment of partial prepayment of the **Credit**. Under the term reduction option, in case of partial prepayment of the **Credit** by the **Borrower**, the **Credit** repayment installments and their payment date will not change, but accordingly the **Credit** repayment period / **Credit** term will be reduced under the **Schedule**;

4.5.2.3. **Installments reduction option:** The **Borrower** can activate the installments reduction option if the **Borrower** chooses this option by the moment of partial prepayment of the **Credit**. Under the installments reduction option, in case of partial prepayment of the **Credit** by the **Borrower**, distribution of the **Credit** repayment installments under the initial **Schedule** is subject that the repayment period / **Credit** validity period provided by the **Schedule** remains unchanged. Consequently, the amount of the monthly installment of the **Credit** decreases, while the **Credit** repayment period / **Credit** term provided by the **Schedule** remains unchanged.

4.6. **Priority of financial obligations fulfillment**

4.6.1. the **Borrower** gives its consent that the **Bank** has full authority, in its sole discretion:

(i) The **Bank** may, in its sole discretion, to cover, in whole or in part, any of the funds received from the **Borrower** in respect of the financial liabilities under this **Agreement**, whether the **Borrower** has other financial liabilities to the **Bank** independently of this **Agreement**; or

(ii) The **Bank** shall be authorized not to cover the financial liabilities under this **Agreement** if the **Borrower** has other financial liabilities to the **Bank** independently from this **Agreement** (whether or not the deadline for fulfillment of the obligations has occurred). The financial liabilities under this **Agreement** will be covered by the funds transferred by the **Borrower** only after the monetary liabilities that the **Borrower** has to the **Bank** independently from this **Agreement** are fully repaid.

5. Credit Prolongation / Change of Credit Amount

5.1. **Liberty Express or Liberty Express Mini prolongation**

5.1.1. The **Borrower** acknowledges and agrees that the consent to **Liberty Express** or **Liberty Express Mini** prolongation is at the sole discretion of the **Bank**. The **Bank** reviews the **Borrower's** request in each case and makes decision independently. The **Agreement** does not oblige the **Bank** to make **Credit** prolongation in any case, it only defines the minimum preconditions for **Liberty Express** or **Liberty Express Mini** prolongation and regulates the relationship between the **Bank** and the **Borrower** regarding to the **Liberty Express** or **Liberty Express Mini** prolongation.

5.1.2. Subject to the fulfilment of all conditions under the **Agreement**, **Liberty Express** and **Liberty Express Mini** may be prolonged upon the **Borrower's** application and with the consent of the **Bank** (including agreement entered in material for or electronic **Application**), in such case the terms of the **Agreement** remain unchanged.

5.1.3. **Liberty Express** and **Liberty Express Mini** prolongation can also be made at the initiative of the **Bank**, if the **Borrower** fails to repay the **Credit Amount** on the payment date, and on the **Borrower's** accounts will be enough money for full payment of the **Credit Related Charges**.

5.1.4. **Liberty Express** and **Liberty Express Mini** prolongation is subject to the payment of all **Credit Related Charges** in full by the **Borrower**, including **Credit** withdrawal **Fee**, **Credit** service **Fee/Interest**, any type of the **Penalty**, and to the **Bank** acceptance of the **Liberty Express** and **Liberty Express Mini** prolongation;

5.1.5. For each prolongation of **Liberty Express** and **Liberty Express Mini** (if such prolongation is specified under **Annex # 1** to the **Standard Terms**), the **Borrower** shall pay the **Credit** withdrawal **Fee** to the **Bank** within the period specified under **Annex # 1** to the **Standard Terms**;

5.1.6. After the expiration of the permissible number of **Liberty Express** and **Liberty Express Mini** prolongations (defined under **Annex # 1** to the **Standard Terms**), the **Borrower** is obliged to repay the **Liberty Express** or **Liberty Express Mini** and **Credit Related Charges** in full;

5.1.7. **Liberty Express** and **Liberty Express Mini** prolongation is subject to the payment of the prolongation **Fee** by the **Borrower** (if any);

5.1.8. The prolongation of the **Liberty Express** and **Liberty Express Mini** will be made for the initial period as specified under the **Agreement** or for other period at the discretion of the **Bank**;

5.1.9. In case of **Liberty Express Mini** prolongation, if the **Credit** principal amount is reduced, the principal amount of the prolonged **Credit** shall be increased to the initial principal amount of the **Liberty Express Mini** when prolonging a **Credit**.

5.2. **Overdraft prolongation**

5.2.1. The **Borrower** acknowledges and agrees that the consent on **Overdraft** prolongation depends solely on the **Bank** will. In each case the **Bank** will review the **Borrower's** request and make decision independently.

5.2.2. The **Agreement** does not oblige the **Bank** to make **Overdraft** prolongation in any case, it only defines the minimum preconditions for **refinancing** and regulates the relationship between the **Bank** and the **Borrower** regarding to the **Refinancing**.

5.2.3. An **Overdraft** prolongation can be made automatically if the **Borrower** does not notify the **Bank** in advance 14 (fourteen) calendar days before the expiration date of the **Overdraft** of full or partial termination of the **Agreement**.

5.2.4. In the **Bank** prolongates the **Agro Overdraft**, the **Borrower** is entitled to request a change in the repayment schedule type and the payment date of **Agro Overdraft** in case that at the time of such request the **Overdraft** amount and **Credit Related Charges** are fully covered and no **Overdraft** amount is outstanding. The **Bank** takes decisions in its own discretion on the issues mentioned above. If the decision is made by the **Bank**, such decision will be expressed through the relevant action (including the **Schedule** correction or the notification to the **Borrower** by one of the means of communication specified under the **Agreement**, etc.).

5.3. **Refinancing Liberty Express, Liberty Express Mini and Liberty Express Plus**

5.3.1. With the consent of the **Bank**, the **Credit** under **Liberty Express**, **Liberty Express Mini** and **Plus** and **Credit Related Charges** can be covered through **Liberty Express Plus** and through their issuance (hereinafter - **refinancing**).

5.3.2. The **Borrower** acknowledges and agrees that the consent on **Refinancing** depends solely on the **Bank** will. In each case the **Bank** will review the **Borrower's** request and make decision independently. The **Agreement** does not oblige the **Bank** to **refinance** in any case, it only defines the minimum preconditions for refinancing and regulates the relationship between the **Bank** and the **Borrower** regarding to the **Refinancing**.

5.3.3. If all the conditions stipulated under the **Agreement** are met, **Refinancing** can be carried out upon the **Borrower's** application and with the consent of the **Bank** (including in the form of a material agreement or an electronic **Application**).

5.3.4. **Refinancing** is allowed provided that the **Borrower** has paid all the **Credit Related Charges** in full, including the **Credit** withdrawal **Fee**, the **Credit** service **Fee / Interest**, any kind of **Penalty** and the **Bank** will agree to issue **Liberty Express Plus Credit** for refinancing.

5.4. **Change (increase) the amount Liberty Express, Liberty Express Mini and Overdraft**

5.4.1. The Change of **Liberty Express**, **Liberty Express Mini** and/or **Overdraft** amount means the issuance/activation of a new, greater or smaller volume of **Liberty Express**, **Liberty Express Mini** and/or **Overdraft** provided that the **Borrower** has fully paid the existing **Credit Related Charges**;

5.4.2. When changing the **Liberty Express**, **Liberty Express Mini** and/or **Overdraft** amount, it is considered that a new **Agreement** is made between the **Bank** and the **Borrower** (including the agreement is made electronically);

5.4.3. When changing the amount of **Liberty Express**, **Liberty Express Mini** and/or **Overdraft**, the **Borrower** may be charged a one-time **Fee** for change of the **Liberty Express**, **Liberty Express Mini** and/or **Overdraft** amount in the amount as specified in **Annex 1** to the **Standard Terms**;

5.4.4. The **Bank** has the right at its discretion not to agree to increase the amount of **Liberty Express**, **Liberty Express Mini** and/or **Overdraft** of the **Borrower** - in such case, the **Bank** is not obliged to explain to the **Borrower** the reason(s) of its decision;

5.4.5. The **Bank** is authorized to make a prolongation and/or change the amount(s) in any of the **Liberty Express**, **Liberty Express Mini** and/or **Overdraft Agreement** signed between the **Parties** and vice versa (vice versa)

upon the **Application** provided by the **Borrower**. In such case, the present **Standard Terms** and the **Application** shall be deemed to be an integral part of the material **Agreement** concluded by the **Parties** and will jointly have legal force, and in the event of a discrepancy between the articles, clauses, sub-clauses and clauses, clauses and / or sub-clauses of the material **Agreement** and the **Standard Terms**, the **Standard Terms** shall prevail.

6. Monitoring and Security of Obligations

6.1. **Monitoring and Information Providing Rule.** The **Borrower** is obliged to submit to the **Bank** any requested information/document in the form and contents (Including term, form, etc.) requested by the **Bank**.

6.2. Upon request of the **Bank**, The **Borrower** is obliged to: (a) promptly provide the **Bank** with any accounts, statements and/or documentation regarding to its financial condition and / or business operations (including tax reports). The said information and/or documentation must be provided on a monthly basis (or at other intervals agreed between the **Parties**) in a form satisfactory to the **Bank**; (b) allow the **Bank** and/or any its **representatives** determined by the **Bank** in the building/office/enterprise of the **Borrower** and provide the information mentioned above.

6.3. The **Bank** is entitled without any additional acceptance (without the consent of the **Borrower**) to transfer the **Borrower** to a strict monitoring mode, which implies the full authority of the **Bank** to send its representative to the **Borrower** and the **Bank** may receive the amounts in whole or in part on the basis of real income monitoring. In such a case, the **Borrower** shall promptly provide the **Bank** representative with access to inspect the **Borrower's** financial condition and/or to inspect the property (if any) provided for in the collateral agreement.

6.4. The **Client** agrees to the full authority of the **Bank**, at any time during the term of the **Agreement**, the **Bank** may by telephone notification of the **Client** and / or send to the **Client's** business place and / or other relevant location the **Bank** employee and / or the authorized person designated by the **Bank** to examine and monitor the **Purpose** by estimating, taking pictures and/or compiling the reports and/or using other relevant actions, as well as to study the source of **Credit Limit** repayment and to the extent necessary to achieve these goals.

6.5. **Insurance.** The **Borrower** shall insure, at the request of the **Bank**, all insurable events determined by the **Bank** by such request (which includes the **Borrower's** life and/or health insurance, **Credit Collateral** insurance, the **Borrower's** civil liability insurance, job loss insurance by the **Borrower** etc.) in favour of the **Bank**, in such case the beneficiary of the insurance shall be the **Bank** and/or any other **Person** named by the **Bank**;

6.6. Unless otherwise requested by the **Bank**, insurance (excluding the deductible) shall fully cover the claims of the **Bank** and/or the **Person** named by the **Bank**, and the one-time or total term of insurance shall not be less than the validity term of the **Agreement** and/or **Related Agreement**.

6.7. The **Borrower** is obliged to:

6.7.1. Provide insurance with a highly reputable insurance company acceptable to the **Bank**;

6.7.2. submit the document(s) confirming the insurance to the **Bank** within 10 (ten) calendar days from the moment of insurance;

6.7.3. If the one-time validity term of the document confirming the insurance is less than the validity term of the **Bank's** claims, submit a new document to the **Bank** confirming the insurance with updated term(s) not less than within 10 (ten) calendar days before the expiry of the current document confirming the insurance;

6.7.4. Meet the terms and conditions of the insurance agreement, including immediately notify the **Bank** and the insurance company of any insured accident/event, and carry out all the actions requested by the insurance company to reimburse the insured accident/event.

6.8. The **Borrower** gives its consent to the **Bank** to exercise full authority to deduct the premium amounts payable by the **Borrower** for insurance from the **Credit (Overdraft) Amount** and transfer the premium amounts to the insurer. In addition, if the **Borrower** has withdrawn the **Credit Amount** in full and/or if the **Credit Amount** is not sufficient to cover the premium, the **Bank** shall be authorized to pay/cover the premium at the expense of unilaterally increased **Credit Amount** or availability of **Overlimit** funds on the **Account**.

6.9. **Other obligations of the Borrower.** During the term of the **Agreement** the **Borrower** is obliged:

6.9.1. To keep accounting in accordance with the requirements of International Financial Reporting Standards and the **Legislation**;

6.9.2. Not to engage in activities prohibited by **Legislation**, as well as not to involve its managers, directors, employees, partners, agents and/or representatives in activities prohibited by **Legislation**;

6.9.3. Without the prior written consent of the **Bank**:

6.9.3.1. Not to take any additional balance financial liability(ies);

6.9.3.2. Not to issue dividends, not to reduce the capital of the **Borrower's** enterprise or any other action that would result the reduction of capital;

6.9.3.3. Not to purchase property and / or services at a price higher than the market price, as well as to alienate property and / or services at a price lower than the market price;

6.9.3.4. Not to enter into an agreement with a **Third Party**, as a result of which the **Third Party** has the right to receive profit from the **Borrower's** enterprise (both directly and indirectly);

6.9.3.5. Not to enter into an agreement with a **Third Party**, as a result of which the **Third Party** will be able to manage the **Borrower's** enterprise;

6.9.3.6. Not alienate and/or transfer the property owned and/or used, which is necessary for the effective performance of the **Borrower's** business and/or if its/their transfer to a **Third Party** poses a risk of non-fulfillment of the contractual obligation and/or improper performance;

6.9.3.7. Not to make changes and/or amendments in the internal regulation. Not to carry out division, merger, association and/o reorganization;

7. Rules of Agreement Amendment

7.1. The **Bank** may at its sole discretion change the terms and conditions of the **Agreement** and/or increase fixed **Interest Rate** upon sending to the **Borrower** written notification 1 (one) month in advance.

7.2. In case of indexed **Interest Rate**:

7.2.1. The change in the floating/indexed **Interest Rate** will be made by the **Bank** upon the change of the public index to which the floating interest/indexed **Interest Rate** is linked to.

7.2.2. The **Bank** is entitled to change the floating / indexed **Interest Rate**, convert it to a fixed **Interest Rate** and automatically increase it to the rate as specified in the indexed **Bank Credit Agreement**, if the **Borrower** fails to fully and properly fulfill the obligations under the **Agreement** and/or under the **Bank Credit Agreement**.

7.3. The change in the **Interest Rate** on the grounds specified in paragraph 7.2.2 of the **Standard Terms** does not require the additional acceptance of the **Borrower** and/or the sending of prior notice to the **Borrower**. In this case, the changed payment will be distributed on the first day of the month following the change and will be subject to payment in accordance with the **Agreement**.

7.4. During the validity of an indexed **Bank Credit**, the **Borrower** is entitled to apply to the **Bank** for **Refinancing**, as a result of which the floating / indexed **Interest Rate** (if it is valid at the time of the **Borrower's** application) will be replaced by a fixed **Interest Rate**. In such **Refinancing**, the the new fixed **Interest Rate** is determined in accordance with the credit policy of the **Bank** at the time of receipt of the **Borrower's** application.

7.5. If the amendments made by the **Bank** to the terms of the **Agreement**, including and not only **Fees, Penalties** and/or **Interest** rates, in favor of the **Borrower** and/or changes that do not aggravate or alter the **Borrower's** legal and / or financial condition, do not require prior notice to the **Borrower**.

7.6. If the **Bank** changes the terms of the **Agreement** (except for the indexed **Bank Credit Interest Rate**), including and not only the **Commission Fee, Penalty** and / or **Interest Rate**, the **Borrower** is entitled to disagree with the **Bank** on upon written application submitted to the **Bank**, in such case the **Agreement** will be considered terminated and the **Borrower** shall fully repay the outstanding obligations to the **Bank** within 15 (fifteen) **Banking Days** after the entry into force of the amended terms (including and not only to repay the **Credit** and/or **Credit Related Charges, Penalties**, damages and / or other expenses).

7.7. The **Borrower** may request a new adjusted **Schedule** from the **Bank** upon the entry into force of the decision on the change of **Credit Related Charges**.

7.8. In case of change of the national currency market exchange rate with the US dollar in the amount of 3.00% (three percent) on the day of signing the **Agreement**, the **Bank** is entitled to transfer the **Credit Amount** to another currency. In addition, the **Credit Amount** will be converted into another currency at the exchange rate fixed on the day of **Credit Amount**

disbursement or at the exchange rate of another calendar day determined by the **Bank**.

8. Collateral

8.1. The **Bank** shall be authorized any time to request from the **Borrower** secure the obligation(s) under the Agreement. Upon such request the Borrower is obliged to:

8.1.1. provide **Collateral** to the **Bank** within the timeframe determined by the **Bank** or provide any other means of security for the fulfillment of its obligations acceptable to the **Bank**;

8.1.2. to conclude the relevant **Related Agreements** on the security facilities, within the time and under the conditions determined by the **Bank**.

8.2. If any of the liability of the **Borrower** specified under the **Agreement** and/or the **Related Agreements** requires registration in the register as defined by the **Legislation**, the **Borrower** undertakes to ensure to register such liabilities in is registered in the relevant register within 15 (fifteen) calendar from the date of signing/concluding the **Agreement** and/or **Relevant Agreement**. However, the present obligation of the **Borrower** does not except the right of the **Bank** within the above period (15 (fifteen) calendar days) or after the expiration of this period the rights of the **Borrower** and the **Bank** to jointly or separately ensure the registration of any of the above liabilities in the relevant register.

8.3. If the **Borrower** fails to fulfil the obligations specified under this Article (Article 8), the **Bank** is authorized:

8.3.1. Request early repayment of the **Credit** and any **Credit Related Charges**; and/or

8.3.2. Not to issue/disburse a **Credit** and terminate/cancel the **Agreement**.

8.4. If **Related Agreement** will be concluded with the Borrower or owner/surety, on the basis of the **Related Agreement**, the property owned by the **Borrower** and/or the **Third Party** (hereinafter - the **Collateral**) shall secure the full and proper fulfillment of obligations assumed by the **Borrower** to the **Bank** under the **Agreement**.

8.5. If the **Collateral** is the **Borrower's** cash funds, including a deposit, deposit certificate and/or any other deposit product (hereinafter - the **Deposit**), the **Borrower** waives its right during the validity term of the **Agreement** to terminate/cancel the **Deposit** agreement(s), in full or in part, before the expiry the validity term, and/or request the **Deposit** amount in full or in part. The **Borrower** acknowledges and warrants that this condition shall have the legal priority over the other contractual (including the deposit) terms and conditions agreed between the **Bank** and the **Borrower**.

8.6. If the term of validity of the **Deposit** agreement concluded between the **Bank** and the **Borrower** is less than the validity term of this **Agreement**, the parties agree that the validity term of the **Deposit** agreement shall automatically be renewed/extended after its expiry for the same term and under the same conditions initially envisaged by the **Deposit** agreement.

8.7. If during the validity term of the **Agreement** the **Collateral** value is reduced and/or the risk of its reduction arises due to the circumstances for which the **Bank** is not responsible, the **Bank** shall be authorized to request from the **Borrower** and the **Borrower** shall transfer additional **Collateral** to the **Bank** within the timeframe determined by the **Bank** and under the conditions provided by the **Agreement** or provide any other means of security for the fulfillment of its obligations acceptable to the **Bank**.

8.8. The **Bank** shall be authorized to request the change of the **Collateral** if: (a) the **Collateral** value has been reduced so that it jeopardizes the secured claim; (b) the **Third Party** has filed a lawsuit against the owner of the **Collateral**, by which the plaintiff demands to terminate or restrict the ownership right of the owner to the **Collateral** (or its part), in which case the **Borrower** shall be obliged to satisfy the **Bank's** request of changing the **Collateral** in a reasonable time.

8.9. If the **Collateral** is transferred to the **Bank** before the termination of the **Agreement**, the accrual of **Interest** (if any) and **Penalty** will be continued / maintained until the sale of the **Collateral** in accordance with the terms of the **Agreement**, on the total outstanding amount of the debt, until the outstanding amount is fully repaid. However, if the **Collateral** transferred to the **Bank** will be sold, the outstanding amount shall reduced by the appropriate portion, and the accrual of **Interest** (if any) and **Penalty** will be continued / maintained on the remaining outstanding amount.

8.10. The **Client** grants full authority to the **Bank**, regardless of the transfer of the **Collateral** to the **Bank** (by the way of voluntary payments and / or

enforcement), to continue / maintain the accrual of **Interest** (if any) and **Penalties** under the terms of the **Agreement** on the total outstanding amount until the sale of the **Collateral** and full repayment of financial obligations.

8.11. The **Client** grants full authority to the **Bank**, that the **Bank** may in its own discretion, to start enforcement on any property of the **Client**, in way that initially the claim should not be made against **Collateral** and/or any person under **Related Agreements**. Such action shall not be deemed as a waiver of **Bank's** rights regarding to the **Collateral** and/or **Related Agreements** and the **Bank** reserves the right to submit a claim at any time, to start enforcement regarding to the **Collateral** and/or to the property of the person's as envisaged under **Related Agreements**.

8.12. If by the time of taking the **Collateral** into ownership, the value of the **Collateral** and/or the proceeds/amounts received from the realisation of the **Collateral** or other property is not sufficient to fully cover the obligations set forth in the **Agreement** (including without any limitation the **Credit Amount** and/or **Credit Related Charges**), (a) the **Client** shall be liable for the remaining indebtedness; (b) the **Bank** is authorized to make enforcement regarding to the any property of the **Client**.

8.13. If the **Collateral** can not be found by the **Bank** at during of submitting the claim / enforcement, whatever the reasons are (hiding, destruction, seizure of property by any administrative body, crossing the Georgian border, etc.) The **Client** grants full authority to the **Bank**, that the **Bank** may, at its discretion, require: (a) from the **Client** to provide collateral with respective value or (b) the termination of the **Agreement** and full repayment of the liability from any property of the **Client**.

9. Responsibility of the Parties

9.1. The **Parties** undertake to pay damages (losses) to each other caused by the failure of fulfillment or improper fulfillment of the **Agreement** under the rules established by the **Legislation** and/or the **Agreement**.

9.2. If the **Borrower** fails to fulfill and/or improperly fulfills any of its obligations under the **Agreement**, the **Bank** shall be authorized not to issue a **Credit Amount** to the **Borrower**, to suspend the **Overdraft**, **Credit Line** and/or other credit/banking products.

9.3. If the **Borrower** fails to fully and properly fulfill the obligations undertaken by the **Agreement** (including delays or failure to pay the **Credit Amount** and/or **Credit Related Charges** within the timeframe provided by the **Schedule**), the **Bank** shall be authorized to charge and the **Borrower** shall pay a **Penalty** determined by the **Agreement**.

9.4. By the agreement between the **Parties**, the **Credit Amount** may be prepaid under the terms specified by the **Agreement (Schedule)** but in this case the **Bank** shall be authorized to charge and the **Borrower** shall pay the **Penalty** for prepayment envisaged by the **Agreement**.

9.5. The **Bank** is authorized to request from the **Borrower** before prepayment of the **Credit** and the **Borrower** shall submit to the **Bank**, within the timeframe determined by the **Bank** but not later than the date of prepayment of the **Credit** in the form acceptable to the **Bank**, any information/document that allows directly and/or indirectly to determine the source of prepayment of the **Credit**. Furthermore, the **Bank** shall be authorized to consider such repayment as the repayment from the **Borrower's** own funds if the **Credit** is repaid by the personal income of the **Borrower**. If the **Borrower** fails to fulfill and/or improperly fulfills the obligation of submission of information/documents envisaged by the present paragraph, the **Bank** shall consider the **Credit** prepayment as refinancing by other financial institute(s), commercial bank(s) and/or refinancing by using their funds, in which case the **Borrower** shall be obliged to pay a **Penalty** for prepayment determined by the **Agreement**.

9.6. Payment of any **Penalty** envisaged by the **Agreement** does not exempt the **Borrower** from fulfilling its obligations taken under the **Agreement**.

9.7. The **Borrower** gives prior consent to the **Bank** to exercise its full authorities, at its own discretion to:

9.7.1. Block, in full and/or in part, the funds/balance available on any **Account(s)** of the **Borrower**, which includes the **Service Account** without any limitation, to ensure full and proper fulfillment of the obligations taken by the **Borrower** under the **Agreement**;

9.7.2. Write off any/all payables (including the amount(s) of reimbursement of damage(loss)) from any of the **Borrower's Accounts**

maintained with the **Bank** without acceptance and direct to repay/reduce the outstanding financial liabilities;

9.7.3. If the funds payable and the funds available on the **Account** are in different currencies, make conversion itself at the commercial exchange rate applicable/established at the **Bank** on the day of payment, and write off without acceptance the conversion fee from the **Borrower's Account**;

9.7.4. Deduct the **Borrower's** obligations to the **Bank** against any obligations of the **Bank** to the **Borrower**, including the mature and non-mature obligations (if any).

9.7.5. Using the **Overlimit**, write off any/all payables in connection with the **Credit** (including the amount(s) of reimbursement of **Commission Fee, Penalty, damage/loss**) and direct to repay/reduce the outstanding financial liabilities.

9.8. The **Bank** shall not be responsible for the restrictions (including collection, seizure, etc.) imposed by any government, administrative and/or other authorized body on the **Borrower's Accounts**, including the **Service Account**, as a result of which, the **Borrower** fails to fully and duly fulfill obligations taken under the **Agreement**. In addition, the **Borrower** confirms that such circumstances do not constitute a basis for the restriction of the **Bank's** rights determined by the **Agreement, Related Agreement** and/or **Legislation** and/or the release of the **Borrower** from its obligations assumed under the **Agreement, Related Agreement** and/or **Legislation**.

9.9. Provided that more than one financial obligation of the **Client** are due, the **Bank** is authorized, at its own discretion, to determine the sequence and order of the payments due.

10. Duration and Termination of the Agreement

10.1. The **Agreement** enters into force from the moment the **Borrower** submits a relevant request to the **Bank** on the basis of the **Application** and the **Bank** agrees / accepts the **Application** in any form, but in case of existence of the **Credit Agreement** - from the date of its signature by the **Parties** and shall be valid until the full and proper fulfillment of the obligations undertaken by the **Parties** under the **Agreement**. If the **Bank** makes available the **Credit** use for the **Borrower** (eg transfer the **Credit Amount** to the **Service Account**) that means a confirmation of the **Bank's** consent to the **Borrower's Application**.

10.2. In the cases and under the terms and conditions envisaged by the **Agreement** and/or **Legislation**, the **Agreement** may be terminated, in full or in part:

10.2.1. By the **Bank** before the expiry of the validity term, provided that:

10.2.1.1. The fulfillment of obligations (repayment of the **Credit Amount** and/or **Credit Related Charges**) by the **Borrower** by installments/stage by stage is envisaged by the **Agreement** and the **Borrower** breaches the obligation to repay the **Credit Amount** and/or **Credit Related Charges** fully and properly, at any stage, twice in a row, and such breach will not be rectified within 14 (fourteen) calendar days from sending the notification by the **Bank**; and/or

10.2.1.2. The **Borrower** fails to fully and dully perform/fulfill any other obligations (including the financial obligations, **Representations and Warranties, Purpose**, any provision and/or other obligation) under the **Agreement**;

10.2.1.3. Any competent authority shall seize the **Borrower's** property and/or other assets and/or a substantial part thereof and / or nationalize and/or expropriate it;

10.2.1.4. Any governmental, local and/or other body with similar powers/authorities make such decision and/or apply such measure against the **Collateral** owner and/or surety (if any), which will make it difficult and/or impossible for the **Collateral** owner and/or surety (if any) to dispose its property;

10.2.1.5. The ownership right over the **Collateral/property** (if any) is threatened by any decision of the court, arbitration, administrative body or any normative and/or individual administrative-legal act of the State and/or otherwise independently from the will of the **Collateral** owner and/or surety;

10.2.1.6. The **Collateral** owner and/surety (if any) fails to fully and dully perform/fulfill their obligations undertaken by the **Related Agreement**.

10.2.1.7. The economic situation in the country has deteriorated and/or the **Bank** finds that existing market conditions are a significant threat to the solvency of the **Borrower**, the owner of **Collateral/property** and/or surety (if any);

10.2.1.8. Bankruptcy or court/arbitration proceedings are initiated against the **Borrower**, which may jeopardize the **Borrower's** property and/or threaten

the full and/or proper performance/fulfillment of the obligations undertaken by the **Borrower** under the **Agreement**;

10.2.1.9. The **Bank** determines that of the **Borrower's** cash flow poses a significant threat to the condition of its financial profile, the activities of the **Borrower** and questions the full and proper fulfillment of its obligations under the **Agreement**;

10.2.1.10. The **Borrower** fails to fully and dully perform/fulfill any obligations under the **Additional Terms**;

10.2.1.11. The **Borrower** terminates or employment relationship with its employer will be terminated to the **Borrower** for any other reason, which has become the basis for concluding the **Agreement** between the **Parties**;

10.2.1.12. Event occurs, that according to the **Bank's** discretion, may threat the full or partial performance of the obligations under the **Agreement** by the **Client**

10.2.2. By each **Party** before the expiry of the validity term, if at the time of termination the **Borrower** does not have any outstanding obligations to the **Bank** including regarding to the **Credit Amount** and/or **Credit Related Charges**;

10.2.3. Under written agreement between the **Parties**;

10.2.4. In any other cases envisaged by the **Agreement** and/or **Legislation**;

10.3. If the **Party** decides to fully or partly early terminate the **Agreement**, this **Party** shall notify the other **Party** about such decision and the effective date by written or other means of communication specified in the **Agreement**. This notification should be made 15 (fifteen) calendar days earlier before the manioned effective date, unless otherwise specified under the **Agreement**.

10.4. If the **Agreement** is terminated in full:

10.4.1. Accrual of **Interest** and **Penalty** shall continue on the **Credit Amount** and the **Borrower** shall pay such amounts with other payments under the **Agreement** upon voluntary repayment and/or enforcement measure, as well as to pay the **Penalty** and **Interest** accrued upon termination of the **Agreement**.

10.4.2. The **Borrower** shall fully repay any liabilities/obligations existing to the **Bank**, including the **Credit Related Charges, Penalty**, the amount of reimbursement of damages/losses, court/arbitration, enforcement and/or other expenses incurred by the **Bank**, immediately and/or under the terms and conditions determined by the **Bank**;

10.4.3. The **Bank** is entitled to repay dets arising out under the **Agreement** (including **Credit Related Charges**) from any secured **Credit** amount(s) issued to the **Borrower** in the **Bank**. At the request of the **Bank**, the **Borrower** shall sign any document that the **Bank** deems necessary to fully and duly perform the action described in this Clause, otherwise this Clause and other relevant clauses of the **Agreement** shall be deemed to be an amendment to the relevant secured **Credit** agreement(s) and the **Bank** shall be entitled debt arising under the **Agreement** (including unequivocally **Credit Related Charges**) to be fully repaid through the secured **Credit**.

10.4.4. The **Bank** is authorized, at its own discretion, to: (a) start enforcement on any movable and/or immovable property of the **Borrower**, as well as on intangible property; and/or (b) start enforcement of the **Collateral** (if any). If the **Collateral** (if any) or the amount to be received after its sale is not sufficient to fully perform/repay the obligations (including unequivocally to repay the **Credit Amount** and/or **Credit Related Charges**) envisaged by the **Agreement**, The **Bank** shall be authorized to request from the **Borrower** to fulfil the obligations by means of any other property of the **Borrower**.

10.4.5. The **Bank** shall be exempt from fulfilling any obligations existing against the **Borrower**.

10.5. Termination of the **Agreement** in full or in part shall not exempt the **Borrower** from full and proper fulfillment (repay) of the obligations undertaken by the **Agreement** and/or established by the **Legislation** until such obligations are fulfilled in a compulsory or voluntary manner.

10.6. If the consequences of full or partial termination of the **Agreement** (including responsibilities) are not envisaged by the **Agreement**, the **Parties** shall be guided by the **Legislation**.

11. Governing Law and Dispute Resolution

11.1. The **Agreement** shall be regulated and interpreted in accordance with the **Legislation**.

11.2. Any dispute, controversy or claim arising in relation to this **Agreement** or due to the violation of the terms of this **Agreement** shall be resolved with amicable negotiations between the **Parties**.

11.3. If the **parties** fail to settle the dispute, they shall apply to the court according to the legal address of the **Bank**. The **Parties** agree that: (a) on the basis of article 250 of the Civil Procedure Code of Georgia, by signing this **Agreement**, the **Borrower** gives its consent to waive the right of appeal against any court decision on dispute made by the court of first instance in favour of the **Bank**; and (b) on the basis of article 268 (1¹) of the Civil Procedure Code of Georgia, any decision on dispute made by the court of first instance in favour of the **Bank** shall immediately be enforced.

12. Rules for submitting of Claim to the Bank

12.1. If the regulation on providing necessary information to customers applies to the terms and conditions of the relevant **Supplemental Agreement**, in case of complaints regarding the rendered banking services, the **Borrower** is authorized to notify the **Bank** regarding the complaint, in verbal or written form, through the branches and/or service centers and/or e-mail at the **Bank** corporate website address: www.libertybank.ge and/ or at the e-mail address consumerprotection@libertybank.ge of the **Bank**, within 30 (thirty) calendar days after arising the complaint, under the procedures established by the **Bank**.

12.2. Maximum period for consideration of the complaint by the **Bank** and receipt of the relevant response from the **Bank** shall be 1 (one) month.

12.3. The **Borrower** may find the procedure for consideration of complaints by the **Bank** on its website at www.libertybank.ge

13. Communication

13.1. Any communication by the **Bank** with the **Borrower** will be in both written or verbal form, while the **Borrower** communicates with the **Bank** in written form only.

13.2. Any communication between the **Parties** made in writing and delivered to the other **Party** directly to the contact data indicated in the **Agreement**, **Applications** and/or other **agreement(s)** with the **Bank**, personally, by courier service (including registered mail and/or court courier), e-mail, cellular communication (SMS), Internet Banking, Mobile Banking and/or by other means of communication determined by the **Bank** later, provided that:

13.2.1. The notice sent by the **Borrower** to the **Bank** personally and/or by courier shall be deemed to be delivered on the day of registering the notice at the **Bank's** cancellery department; and the notice sent through e-mail - on the day of sending an electronic receipt confirmation by the **Bank** to the **Borrower**

13.2.2. The notice sent by the **Bank** to the **Borrower** by courier (including registered mail and/or court courier) shall be deemed to be delivered on the day of delivery to the **Borrower** ; and in case of absence of such delivery confirmation, on the following calendar day after the refusal to deliver or delivering the notice to any **person** at the **Borrower's** address;

13.2.3. The notice sent by the **Bank** to the **Borrower** via e-mail shall be deemed delivered on the day of sending receipt confirmation (notice of registration in the electronic mail of the addressee) from the **Borrower's** e-mail server, and in case of absence of such confirmation, on the following calendar day;

13.2.4. The notice sent by the **Bank** to the **Borrower** via cellular communication system (SMS), Internet Banking, Mobile Banking and/or other means of communication determined by the **Bank** later shall be deemed to be delivered on the following calendar day after sending the notice.

13.3. If the **Borrower** does not notify the **Bank** in prior regarding any changes in the contact data envisaged by the **Agreement** (including any details determined by the **Agreement**), and the person at a correspondence address refuses to deliver the notice sent on the basis of the **Agreement** and/or the notice is not delivered to the addressee after the second attempt, any such notice sent by the **Bank** shall be deemed delivered on the following calendar day after sending the notice.

13.4. If the **Borrower's** contact data are not specified in the **Agreement** or the notice can not be delivered to the addressee after the second attempt, the **Bank** shall be authorized to inform the **Borrower** through publication (using both print media and Internet or otherwise). This action shall not be deemed to be a personal data breach and the present **Agreement** shall be deemed to

be the consent of the **Borrower** to process its data for the above purpose and to the above extent.

13.5. Communication between the **Parties** is carried out in Georgian, however, the **Bank** is authorized to communicate with the **Borrower** in another language acceptable to the **Borrower**.

13.6. The **Bank** is authorized to communicate with the **Borrower** for various purposes. Accordingly, notice to the **Borrower** (both written and verbal) may be informative (a) (e.g., information on transactions on the **Borrower's** account, delivery of access codes to the **Borrower**, reminder of payment schedule, etc.), (b) Contractual obligations (e.g., notice) on the existence of debt, demand for performance of the obligation, etc.), (c) marketing (for example, offering a new loan or product, etc.) and / or content defined by **Legislation**.

13.7. The **Bank** is entitled to use any contact information about the **Borrower** recorded at the **Bank** or the the information provided by the third parties upon **Borrower's** consent. The contact information of the **Borrower** indicated in one contractual relationship (regardless of whether the said contract is valid) may be used by the **Bank** for communication within the framework of another contractual relationship with the **Bank** and vice versa.

13.8. The **Borrower** is responsible for any consequences that may result from the use of contact information as a result of a breach of privacy. If the **Borrower** does not wish the **Bank** to use any of the contact data, the **Borrower** shall address this request to the **Bank** in writing.

14. Confidentiality and Personal Data

14.1. **Data Processing.** The **Borrower** acknowledges and agrees that both during the period of using the Banking Services and after expiration of contractual relations, the **Bank** may, in accordance with the purposes determined under Paragraph 14.8, process the information related to the **Borrower**, including the **Borrower's Personal Data**.

14.2. **Data processing** shall include, without limitation, any operation performed on **Personal Data** by automatic, semi-automatic or non-automatic means, including acquiring of **Data** from the **Borrower** or/and **Third Parties** determined under **Annex# 2** to the present **Standard Terms**, collection, recording, photographing, audio recording, video recording, organisation, storage, alteration, retrieval, redemption, use or disclosure (including **Data** disclosure to the **Third Parties** for the purposes determined under the present **Standard Terms**) by transmission, dissemination or otherwise making the **Data** accessible, grouping or combination, blocking, erasure or destruction.

14.3. The **Bank** and/or the **Third Parties** (including the **Third Parties/Data Processors** authorised by the **Bank**) shall process the information concerning the **Borrower** or/and **Third Parties** indicated by the **Borrower** under the present **Standard Terms** in accordance with certain purposes which may include but is not limited to processing of the following information (including **Personal Data**):

The **Borrower's** name and surname;

The **Borrower's** personal identity number and/or unique characteristics of his/her electronic personal identity card;

Registered and/or actual place of residence;

Telephone/ mobile number;

Electronic mail address;

Income information and Credit history (both negative and positive, including current and/or former liabilities, loans and repayment details) and solvency status (the **Borrower's** solvency point, criteria and/or methodology);

Movable and immovable property owned and/or held by the **Borrower** as well as their characteristics and the **Borrower's** other assets;

Information related to the employer, as well as the employment terms and conditions (place of employment, salary, working hours, etc.);

Any information concerning the **Bank** Account and other commercial bank account(s), including without any limitation balances available on such account(s) and Transactions carried out on such account(s) during a certain period;

Any information concerning the card issued by the **Bank** and other commercial bank and card account account(s), including without any limitation balances available on such cards and transactions carried out on such cards during a certain period, their access codes as well;

Information accumulated at various payment providers related to the **Borrower's** account/subscriber (including without any limitation the

Borrower's/subscriber's account number, address, credit/debit available on subscriber's account at certain given moment, transactions carried out on subscriber's account and/or top-ups and/or repayment of liabilities and etc.);

Any information (including without limitation the so-called cookies and etc.) disseminated through various electronic channels and/or internet space and/or the activities of the **Borrower** and/or the **Third Parties** indicated by the **Borrower** in the abovementioned channels (including without any limitation the history logins, transactions and any actions made in such channels);

Information related to family members, relatives or other persons residing at the **Borrower's** address;

Any other information related to the **Borrower** which enables the identification/evaluation of the **Borrower** and/or grouping with other Borrowers according to his/her physical, physiological, psychological, economic, cultural or social features and/or the transactional activities determined under the above Paragraphs.

14.4. If the **Borrower** provides the **Bank** with information concerning Third Parties (**Additional Cardholder**, guarantor, family members, employer, etc.) in order to receive **Banking Services**, including without any limitation **Personal Data** or solvency information, information on the **Borrower's** assets etc. and the **Bank** processes such information, including **Personal Data**, in order to provide Banking Services or for marketing purposes, the **Borrower** shall ensure to obtain the consents of respective persons authorising the **Bank** to process **Personal Data**. The submission of such information to the **Bank** (or its authorised representative) by the **Borrower** shall be considered as approved by such person and the **Bank** will not be liable to additionally obtain any such consent. The **Borrower** shall be liable for any damage/loss the **Bank** may suffer as a result of nonfulfillment and/or improper fulfilment of the obligation prescribed under the present Paragraph. The **Borrower** shall compensate and hold the **Bank** harmless from all losses (including without any limitation any consequential loss), claims, expenses (including without any limitation the expenses incurred by the **Bank** as a result of protecting its rights), judicial proceedings and any other liabilities which may arise as a result of nonfulfillment of such obligation.

14.5. **Data processing** by the **Bank** in the electronic channels (including without any limitation web-browser, the **Bank's** web-site, **Internet Banking**, **Mobile Bank**, the **Bank's** mobile applications, LB PAY devices, ATMs and/or other technical means and channels for data transfer and receipt) shall also include recording the **Borrower's** activities (for example, identification of the **Borrower's** location while using electronic channel, description and analyse of the Data indicated in the search engine, record and analyse of the frequency of Product choice and/or any other statistics) and use of other information (such as the contact information of the **Borrower** and/or the **Third Parties**) indicated by the **Borrower**.

14.6. **Legal basis for data processing.** The **Borrower** acknowledges and agrees that both during the use of the Banking Services and after expiration of contractual relations, **Bank** processes data (including **Personal Data**) of the **Borrower** or of the **Third Parties** indicated by **Borrower** under at least one of the following basis:

14.6.1. To review the **Borrower's Application** and/or provide Banking Services;

14.6.2. To protect the **Bank's** and/or **Third Parties'** lawful interests;

14.6.3. To fulfil obligations prescribed under the applicable **Legislation**;

14.6.4. In other cases, prescribed under the **Legislation**.

14.7. If the **Legislation** requires the consent of the **Borrower** for the processing of data, such consent shall be deemed to be actively expressed via any electronic and/or non-electronic means, under which the **Borrower** agrees to the relevant **Standard Terms** and which together with this **Application** constitutes a single **Agreement**.

14.8. **The Purpose of Data Processing.** The **Bank** and/or the **Third Parties** determined under the present **Standard Terms** may perform **Data Processing** of the **Borrower** or third parties specified by the **Borrower** for various purposes, including without any limitation the following:

14.8.1. To provide Banking Services in full and complete manner;

14.8.2. To check the **Borrower's** creditworthiness;

14.8.3. To reflect **Borrower** in credit bureau's or other similar credit rating company's database, and in order to calculate credit score which is associated with the information on unpaid credit(s) and statuses of other overdue / outstanding financial obligations, and also with collection, processing and

dissemination of the information on current and paid credits/liabilities of the Individuals and legal entities;

14.8.4. To enable the use of eMoney wallet that comprises a joint service provided by the **Bank** and eMoney. eMoney wallet gives the **Borrower** the possibility to hold eMoney Electronic Wallet in preferable currency(ies) available at certain given moment and make payments and receive funds as well as carry out other Operations allowed under the applicable Law and/or the relevant terms and conditions, including without any limitation, use his/her eMoney account (and/or mobile phone number, e-mail address and password) for authorisation on such web-sites that allow eMoney authorisation.

14.8.5. To provide information to the audit companies, prospective assignors and assignees, regulator, controlling body or other regulatory authority in cases provided by **Legislation**;

14.8.6. To improve and develop Banking Services which implies analysing the information related to the **Borrower** including analysis of his/her credit history, statistical Data analysis, etc.;

14.8.7. To prepare and demonstrate various reports, researches and/or presentations;

14.8.8. To prevent, detect, investigate, and prosecute fraud and / or possible fraud, money laundering and other crimes;

14.8.9. To offer increase in credit amount and/or other change in credit agreement terms and conditions (including without any limitation the maturity date and **Interest Rate**) to the **Borrower**, that requires checking the **Borrower's** credit history/solvency.

14.8.10. To offer new and/or additional credit or non-credit Products to the **Borrower**, that requires checking his/her credit history/ solvency;

14.8.11. For marketing activities, that implies a periodic offer of various Products/Services both by the **Bank** and **Third Parties** determined under the present **Standard Terms**.

14.8.12. **Transfer of information to and request of information from the Third Parties.** In order for the **Bank** to fully and properly service the **Borrower**, data processing requires the transfer of data to the third parties listed under these **Standard Terms** and/or the request for personal data on the **Borrower** and/or the third parties indicated by the **Borrower**.

14.9. To carry out banking services and to the extent necessary for this purpose, the **Borrower** authorises the **Bank**, without the prior or additional consent of the **Borrower**:

14.9.1. To receive the **Borrower's Personal Data** necessary for the **Bank** from the electronic database of the Legal entity of Public Law – Public Service Development Agency in accordance with the rules established by **Legislation**.

14.9.2. For the purpose of creditworthiness, to process the information about the **Borrower** kept in the **Bank** and/or in the Credit Information Bureau (hereinafter - the **Bureau**) in accordance with the rules under the **Legislation**. The **Borrower** is aware that the **Bank** will collect / process all the credit / non-credit and other relevant information about the **Borrower**, which is related to the transfer and receipt of information to/from the **Bureau**, in accordance with the rules provided by **Legislation**. The information is processed for the purpose of analyzing the solvency of the **Borrower** and will be available to cooperating users (lending organizations and recipients / suppliers of information) of the **Bureau** in accordance with the **Legislation**. The **Borrower** is also aware of the rights under the **Legislation** that, at the request of the **Borrower** (including the data subject), the Data Processor is obliged to correct, update, add, block, delete or destroy data if they are incomplete, inaccurate, not updated, or if their collection and the processing breaches the applicable law.

14.9.3. The Information transferred to and received from the **Bureau** shall be determined by the **Legislation** and may include without any restrictions: the **Borrower's** identification data, **Agreement** and credit data, information on the **Borrower's** current fulfilled/outstanding obligations and terms, information on collateral, surety information, other information defined by the **Legislation** and / or the **Agreement** concluded between the **Bank** and the **Bureau**.

14.9.4. **Bank** may transfer and/or receive from third parties (including and affiliate persons, controlling/supervisory bodies, auditors, potential concessionaires, etc.) the data (including and not only personal data, account balances and / or debts, transaction information, etc.) regarding the **Borrower** and/or the **Borrower** named persons (any additional cardholder, sureties, etc.) necessary for the **Bank**, multiple times, in accordance with the **Legislation**.

14.10. **Direct Marketing.** The **Borrower** authorises the **Bank** to conduct communication at times determined by **Bank** including by means of short text messages, sound notifications and/or advertising notices (direct marketing) using mobile phone number(s), e-mail address(es) or other contact Data provided by the **Borrower** to the **Bank**, Unless the **Bank** otherwise receives instructions from the **Borrower**, in written and / or electronic form agreed between the **Parties** and / or prescribed by **Legislation**.

14.11. The **Borrower** authorises the **Bank**, to transfer and/or disclose the **Borrower's Personal Data** or any other confidential information to affiliated parties/authorised Data processors in order to make different marketing offers. Furthermore, the **Borrower** may at any time require the **Bank** or/and affiliated parties or **Third Parties/Data Processors** authorised by the **Bank** to terminate direct marketing in accordance with the electronic/written form agreed between the **Parties** and/or prescribed under the applicable **Legislation**.

14.12. For the avoidance of any doubts, if such advertising/informational notifications are generated at the **Bank's** place of business (such as advertising banners, leaflets, verbal offers etc.) and/or the **Bank's** (related to the **Bank**) electronic channels (including **ATMs, Internet Banking, Mobile Bank** etc.) such notifications shall not be considered as direct marketing and the **Borrower** may not request the **Bank** to terminate sending/generating such notifications.

14.13. **Surveillance and Video Recording.** For security, property and confidentiality protection, as well as the Service quality control, in accordance with the requirements determined under the law on "personal data protection", the **Bank** monitors the outer space of the **Bank's** premises, as well as entrances and working areas via the surveillance and video recording systems. Video surveillance is also applied through **ATMs** or other electronic devices and audio recording is applied in case of telephone communications with **Bank**.

14.14. The **Borrower** shall be informed in respective form about ongoing video surveillance and audio recording at the **Bank's** place of business. The **Borrower** acknowledges the necessity of video surveillance and audio recording and therefore, gives his/her consent with respect to data processing.

14.15. **Copyright.** The **Borrower** agrees that the information (printed, audio and video) provided by the **Borrower** through the **Bank's** web-site, **Internet Banking, Mobile Bank**, mobile applications and other electronic channels, unless such information belongs to the **Borrower's Personal Data**, shall be considered the **Bank's** property and the **Bank** shall obtain full copyright on information as of the moment the **Borrower** has provided such information.

14.16. **Data renewal. Terms of processing and storage.** The **Parties** shall not disclose or transfer to the **Third Parties** the confidential information both during the term of the **Agreement** and after the expiration of contractual relations.

14.17. The **Bank** shall continue **Data processing** (including the transfer or receipt of information to/from the legal entity of public law - Public Service Development Agency, credit bureau and other **Third Parties** prescribed under the present **Terms and Conditions**) in accordance with the purposes determined under this Paragraph 14 both during the term of the **Agreement** and after expiration thereof, in accordance with the **Bank's** goals and interests at the **Bank's** sole discretion, regulatory requirements and/or applicable **Legislation**.

14.18. **Data processing** of information submitted by the **Borrower** through electronic channels (web-browser, the **Bank's** web-site, **Internet Banking, Mobile Bank**, mobile applications and/or other technical means of data transfer), shall not be terminated upon deletion of such information in electronic channels by the **Borrower**. Such information shall be maintained by the **Bank** in accordance with the **Bank's** goals and interests, regulatory requirements and/or applicable **Legislation**.

14.19. If the **Borrower** requests so, the **Bank** shall provide the information related to the **Borrower's Personal Data** in accordance with the volume determined under the applicable **Legislation**. The **Bank** may apply service fee for submission of such information unless free submission of information is determined under the applicable **Legislation**.

14.20. If the **Borrower** considers that the information stored at the **Bank** is not accurate or full, he/she shall promptly inform the **Bank** in a written form.

14.21. Unless the applicable **Legislation** provides otherwise, the **Borrower** may not request the **Bank** to erase the **Borrower's Personal Data** accumulated at the **Bank**.

15. Multiplicity of Borrowers

15.1. If there are several **Borrowers** signing the present **Agreement** the terms and conditions of the **Agreement** shall fully apply to each of them except for the cases when the specific conditions due to the legal status of the relevant **Borrower** (individual, legal entity or other organizational formation) and/or restrictions envisaged by the **Legislation** shall not apply to such **Borrower(s)**.

15.2. The **Borrowers** are joint debtors for the obligations to be fulfilled to the **Bank**. Accordingly, the **Bank** shall be authorized to:

15.2.1. request, at its own discretion, full or partial fulfillment of the obligations arising out of the **Agreement** from one or all of the **Borrowers**, and in the cases envisaged by the **Legislation**, from their legal successors;

15.2.2. use the facts related to one of the **Borrowers** in connection with the other **Borrowers** as well;

15.3. Each **Borrower's** joint liability shall extend to the obligations undertaken by the present **Agreement** and in connection with the **Agreement**, whether or not the **Borrower** is a party to such other agreement(s).

15.4. The **Parties** additionally agree that the death, legal incapacity and/or restricted capability of one of the **Borrowers** shall not exempt the **Borrower(s)** from the performance/fulfillment of the obligation(s) (including but not limited to the payment of the **Credit Amount**, the fulfillment of the **Purpose**) undertaken by the **Agreement** and/or **Related Agreement**.

15.5. If one of the **Borrowers** breaches/violates the **Agreement**, whether or not the breach/violation is caused by death, legal incapacity and/or restricted capability of the **Borrower**, the **Bank** shall be authorized to raise relevant claims/demands to any of the **Borrowers** and exercise any rights envisaged by this **Agreement** and/or established by the **Legislation**.

15.6. If the **Bank** does not use any of the right(s) envisaged by the **Agreement** (including the right(s) arising due to the violation/breach the obligations arising out of the **Agreement** and/or **Legislation** by the **Borrower**) to one of the **Borrowers**, this shall not apply to other **Borrower** and shall not release/exempt them from their obligations.

16. Other Conditions

16.1. In case of discrepancy between the terms and conditions under **Supplemental Agreement** and **Additional Terms** of the **Supplemental Agreement** and/or **Standard Terms** thereto, legal priority shall be given to:

16.1.1. **Additional Terms** of the **Supplemental Agreement**;

16.1.2. then, terms and conditions of **Supplemental Agreement** except for the **Additional Terms**;

16.1.3. And finally, the **Standard Terms**;

16.2. In case of discrepancy between the main terms of **Supplemental Agreement** (including **Additional Terms** and **Standard Terms**) and its **Annex**, the **Annex** shall prevail.

16.3. The **Borrower** is obliged to keep the confidentiality of identification data (including access codes). The **Borrower** acknowledges and undertakes to promptly notify the **Bank** of the loss of the **Mobile Phone** and / or its (**Mobile Phone**) Number, the **Borrower's** cancellation of the phone number, alienation, transfer, and / or other changes that may affect the safe delivery of services by the **Bank** to the **Borrower**.

16.4. **Bank** is not responsible for the consequences regarding to the changing, alienating of **Mobile Phone** number recorded in the **Bank** or for the consequences regarding to losing, transferring to other person of **Mobile Phone** or sim-card or for occurring any similar circumstances;

16.5. Unless otherwise provided by the **Agreement**, the **Bank** reserves the right to unilaterally change the terms of the **Agreement** at any time (including and not only the tariffs specified in **Annex # 1** to the **Standard Terms**, the amount of **Credit, Special Advance** and / or **Overdraft**, etc.) in order to comply with the new rules established by the **Bank**, changed market conditions, banking practice and / or **Legislation**.

16.6. Any payment shall be deemed to be a duly performed if the amounts payable are paid within the timeframe specified under the **Agreement**. If such payment date is a non-banking day, the payment shall be made on the following **Banking Day**.

16.7. In the case of invalidation/voidness of any of the article(s), paragraph(s) and/or subparagraph(s) of the **Agreement** under the **Legislation**,

the remaining article(s), paragraph(s), subparagraph(s) shall retain the legal force.

16.8. The **Borrower** shall not be authorized to assign the rights granted and/or obligations assumed by the **Agreement** to the **Third Party**, fully or partially, without prior written consent of the **Bank**. Anyway the **Bank** shall be authorized to assign, at its own discretion, the claims/demands and/or rights arising out of the **Agreement** to the **Third Party** and/or accept/receive the **Third Parties'** fulfillment of the obligations envisaged by the **Agreement**.

16.9. Information placed on the **Bank's** website and stored in the **Bank** databases (computer programs), electronic copies and prints of such information made by the **Bank** certified by the signature of the authorized person of the Bank has evidentiary power for the purposes of proving the existence or non-existence of facts regarding to the contractual relations under the **Agreement** and related agreements as well.

16.10. The terms and conditions of the **Agreement** shall fully apply to the **Parties**, their employees, representatives, legal successors and assignees.

16.11. The **Agreement** shall be regulated and interpreted in accordance with the **Legislation**. In the cases that are not envisaged by the **Agreement**, the **Parties** shall be guided by the regulatory norms established by the **Legislation** regulating the relevant relations and/or additionally agreed terms and conditions. At the same time, the **Parties** agree that the **Bank's** legal address shall be considered as a place of execution of the **Agreement**.

16.12. If the **Bank** does not use/exercise any of the right(s) due to the violation/breach by the **Borrower** the obligations arising out of the **Agreement** and/or **Legislation**, such case shall not be the ground for the waiver of such rights by the **Bank**. However, non-exercise of such right(s) by the **Bank** shall not constitute grounds for waiver of the right to claim arising out of a future breach of the **Agreement** and/or **Legislation**.

16.13. All article(s)/paragraph(s)/subparagraph(s) in the **Agreement** are numbered and titled, and the words in bold are provided for the purpose of

better understanding of the contents of the **Agreement** and does not affect the interpretation of the terms and conditions thereof.

16.14. The **Schedule** will be made in material or electronic form. When the **Schedule** is made in material form, it will be made in at least two copies, one of which shall remain with the **Bank** and the other shall be given to the **Borrower**. In case of a existence of several **Schedules**, the legal priority shall be given to the terms and conditions of a recently dated **Schedule**; and if there is any discrepancy between the **Schedules** dated on one and the same day and/or between the wording of the **Schedule** and the terms and conditions of the **Agreement**, the legal priority shall be given to the copy of the **Schedule** maintained with the **Bank** and/or softcopy of the terms and conditions of the **Schedule** available at the **Bank**. If the **Schedule** is made electronically, the right of access to it will be also granted to the **Borrower**. In case of several electronic **Schedules**, the legal priority shall be given to the terms and conditions of a recently dated **Schedule**; and if there is any discrepancy between the **Schedules** dated on one and the same day and/or between the wording of the **Schedule** and the terms and conditions of the **Agreement**, the legal priority shall be given to the electronic copy of the **Schedule** maintained with the **Bank** and/or softcopy of the terms and conditions of the **Schedule** available at the **Bank**.

16.15. The **Agreement** is drawn up in the Georgian language, the Standard Terms of which are placed on the **Bank's** website: www.libertybank.ge. Upon the **Bank's** decision, the **Agreement** may be concluded in another language as well. In this case, the copy of the **Agreement** and its **Standard Terms** drawn up in the Georgian language shall be given priority to the copies of the **Agreement** and its **Standard Terms** drawn up in the other language.

16.16. The **Borrower** is obliged to sign the **Agreement** and **Related Agreement** (including their **Annexes**, except for **Standard Terms**) on each page of all copies. At the same time, the **Borrower's** failure to fulfill this obligation shall not be the basis for making the **Agreement** and/or **Related Agreement** or any part thereof suspicious or disputed.

Standard terms of the Credit Agreement

№1 Annex – Service Fees¹

1. Quick Consumer Credit "Liberty Express"	
1.1. Liberty Express for a validity period of 30 (thirty) calendar days²:	
Credit Amount (principal) and currency:	<ul style="list-style-type: none"> In case of activation by internet bank, website onloan.ge, lx.ge and libertybank.ge: 300, 400, 500, 600, 700, 800 GEL In case of activation through other channels: 100, 150, 200, 250, 300, 400, 500, 600 GEL
Term of the Credit:	30 (thirty) calendar days
Commission Fee for the Credit approval/withdrawal:	Not defined - 0 GEL* * <i>The Commission Fee is applicable to the Credits issued, extended, increased from June 13, 2017</i>
Commission Fee for the Credit service/ Interest Rate :	<ul style="list-style-type: none"> 5.85% of the Credit Amount - on 30 calendar days * <i>The Commission Fee/ Interest must be paid in full at the end of the Credit term (on the 30th calendar day). In case of full prepayment of the Credit, only the Commission Fee / Interest accrued during the Credit term should be paid.</i> * <i>The Bank is authorized to charge the Borrower a service Fee / Interest of 0.195% of the amount for each calendar day in cases provided under subparagraph 4.1.10.</i> * <i>The Commission Fee/ Interest Rate is applicable to the Credits issued, extended, increased from June 13, 2017</i>
Maximum quantity of the Credit prolongation:	Unlimited, unless otherwise provided by Legislation.
Commission Fee for the Credit prolongation:	Not defined - 0 GEL
Commission Fee for the Credit service/ Interest Rate in case of the Credit prolongation:	<ul style="list-style-type: none"> Annual 39.60% of the Credit Amount * <i>The Bank is authorized to charge the Borrower a service Fee / Interest of 0.11% of the amount for each calendar day in cases provided under subparagraph 4.1.10.</i>
Daily Penalty for breach of financial obligation(s) under the Agreement :	0.27% of the total outstanding principal amount of the Credit, for each overdue calendar day
Penalty for prepayment the Credit :	<ul style="list-style-type: none"> The Borrower is entitled to prepay the Credit and the Credit Related Charges in full at any time. No fee / penalty is provided for early repayment of the Credit; If the Borrower has other unpaid financial obligations to the Bank other than the Credit amount (eg service Fee, Penalty, etc.) in case of early repayment of the Credit, the early repayment will be made after the Borrower fully pays the Penalty and / or service Fee (including according to accrued overdue days).
1.2. Liberty Express for a validity period of 12 (twelve) calendar months³ (no longer issued from January 15, 2017)	
Commission Fee for the Credit service/ Interest Rate :	<ul style="list-style-type: none"> For a 100 GEL Credit – 15.00 GEL For a 150 GEL Credit – 22.50 GEL For a 200 GEL Credit – 25.00 GEL For a 250 GEL Credit – 30.00 GEL For a 300 GEL Credit – 36.00 GEL For a 400 GEL Credit – 48.00 GEL For a 500 GEL Credit – 60.00 GEL For a 600 GEL Credit – 72.00 GEL * <i>Must be paid every 30th (thirtieth) calendar day from the date of Credit disbursement (last prolongation)</i>
Term of the Credit:	It is determined by the following principle: 12 (twelve) calendar months from the Credit issuance, but if the Credit Amount is increased - 12 (twelve) calendar months from the last increase of the Credit Amount
Terms and conditions for the Credit repayment:	The Credit Amount can be repaid in full, both early and at the end of the Credit term
Increase of the Credit Amount:	An increase of the Credit Amount is restricted
One-time Penalty for the Credit overdue:	<ul style="list-style-type: none"> Upon the overdue occurs - 5.00% of the total outstanding Credit principal amount; If the non-fulfillment and / or improper fulfillment of the financial obligations under the Agreement occurs: <ul style="list-style-type: none"> - Continuously for 30 (thirty) calendar days - 10.00% of the total outstanding Credit principal amount; - 10.00% Continuously for 60 (sixty) calendar days - 10.00% of the total outstanding Credit principal amount;
Daily Penalty for the Credit overdue:	<ul style="list-style-type: none"> For a 100 GEL Credit – 1.00 GEL For a 150 GEL Credit – 1.50 GEL

	<ul style="list-style-type: none"> • For a 200 GEL Credit – 2.00 GEL • For a 250 GEL Credit – 2.50 GEL • For a 300 GEL Credit – 2.50 GEL • For a 400 GEL Credit – 3.00 GEL • For a 500 GEL Credit – 4.00 GEL • For a 600 GEL Credit – 6.00 GEL
Penalty for prepayment the Credit :	<ul style="list-style-type: none"> • The Borrower is entitled to prepay the Credit and the Credit Related Charges in full at any time. No fee / penalty is provided for early repayment of the Credit; • If the Borrower has other unpaid financial obligations to the Bank other than the Credit amount (eg service Fee, Penalty, etc.) in case of early repayment of the Credit, the early repayment will be made after the Borrower fully pays the Penalty and / or service Fee (including according to accrued overdue days).
Term of the Credit prolongation:	<ul style="list-style-type: none"> • Credit service Fee / Interest – annual 26.83% of the Credit Amount; • In case of Credit prolongation, the one-time Penalty for the Credit late payment is not applicable • Daily Penalty for Credit late payment - 0.27% of the total outstanding principal amount of the Credit, for each overdue calendar day
1.3. Liberty Express Mini for a validity period of 30 (thirty) calendar days	
Credit Amount (principal) and currency:	<ul style="list-style-type: none"> • 100 GEL; • 150 GEL; • 200 GEL; • 250 GEL; • 300 GEL.
Term of the Credit :	30 (thirty) calendar days
Terms and conditions for the Credit repayment:	The Credit Amount and Credit Related Charges shall be paid in equal installments every 10th (tenth) calendar day after the Credit is issued (3 (three) payments in total during the Credit validity period)
Commission Fee for the Credit service/ Interest Rate :	<ul style="list-style-type: none"> • 1.284% of the initial principal amount of the Credit shall be paid for every 10 (ten) days of Credit use. * <i>Commission Fee/ Interest must be paid together with the Credit amount;</i> * <i>In case of early repayment of the Credit Amount, Commission Fee / Interest will be accrued in accordance with the actual days of Credit use;</i>
Commission Fee for the Credit service/ Interest Rate in case of the Credit prolongation:	Annual 39.60% of the initial principal amount of the Credit (1.1% of the initial principal amount of the Credit to be repaid for every 10 (ten) days of Credit use)
Daily Penalty for breach of financial obligation(s) under the Agreement :	0.27% of the total outstanding principal amount of the Credit, for each overdue calendar day
Penalty for prepayment the Credit :	<ul style="list-style-type: none"> • The Borrower is entitled to prepay the Credit and the Credit Related Charges in full at any time. No fee / penalty is provided for early repayment of the Credit; • If the Borrower has other unpaid financial obligations to the Bank other than the Credit amount (eg service Fee, Penalty, etc.) in case of early repayment of the Credit, the early repayment will be made after the Borrower fully pays the Penalty and / or service Fee (including according to accrued overdue days).
2. Quick Consumer Credit "Liberty Plus" 4 (LX+)	
Credit Amount (principal) and currency:	From 300 GEL to 6 000 GEL (amount multiples of 50)
Term of the Credit :	From 3 to 36 calendar months
Credit annual Interest Rate :	Depending on the term of the Credit, the Borrower's profile and is defined from 46.5% to 68%
Terms and conditions for the Credit repayment:	Annuity, determined under the Schedule
Term of the Credit prolongation or increase of the Credit Amount :	Credit prolongation and increase of the amount shall be made upon Bank's decision
Credit annual Interest Rate in case of the Credit prolongation:	Annual 26.83% of the Credit Amount
Commission Fee for the Credit withdrawal:	0.00% of the Credit Amount
Penalty for prepayment the Credit :	<ul style="list-style-type: none"> • Up to 2.00% of the preprepaid principal amount of the Credit, unless otherwise provided by Legislation; • If the Borrower has other unpaid financial obligations to the Bank other than the Credit amount (eg service Fee, Penalty, etc.) in case of early repayment of the Credit, the early repayment will be made after the Borrower fully pays the Penalty and / or service Fee (Including according to accrued overdue days).
Daily Penalty for the Credit overdue:	0.27% of the total outstanding principal amount of the Credit, for each overdue calendar day
3. Overdraft	
Term of the Overdraft :	12 (twelve) calendar months

Overdraft prolongation:	Prolongation of the Overdraft is possible upon the Bank's decision
Overdraft annual Interest Rate :	Will be considered individually
Commission Fee for the Overdraft approval/activation:	Not defined / 0.00
Monthly service Fee for the administration:	1.00 GEL per month ⁵
Overdraft reactivation Fee :	Not defined / 0.00
One-time Penalty for the Overdraft overdue:	Not defined / 0.00
Daily Penalty for the Overdraft overdue:	Daily Penalty for Overdraft late payment - 0.27% of the Interest payable, for each overdue calendar day
Daily Penalty for the Overlimit overdue:	0.13% of unauthorized balance, for each overdue calendar day
4. Special Advance	
Special Advance currency:	GEL
Special Advance annual Interest Rate :	<ul style="list-style-type: none"> • 34.00% • In order to popularize the product, the Bank reserves the right to offer the Borrower a Special Advance at different annual Interest Rates, including without the said Interest Rate, with the consent of the Borrower.⁶
Commission Fee for the Special Advance activation:	<ul style="list-style-type: none"> • 2.00% of the Special Advance amount; • In order to popularize the product, the Bank reserves the right to offer the Borrower a Special Advance at different one-time activation Fee, including without the said one-time activation Fee, with the consent of the Borrower.⁷
Term of the Special Advance :	20 (twenty) calendar days after the activation of the Special Advance ⁶
Daily Penalty for the Special Advance overdue:	0.27% of the overdue principal amount of Special Advance, for each overdue calendar day

¹The tariffs and terms set forth in this Appendix are optional and its use depends on the Bank discretion. When using a specific Credit, the existence or non-existence of the condition(s) will be determined under the Application, unless otherwise provided by these Standard Terms;

²When submitting an Application, if the Borrower's financial condition or credit history does not match to the internal criteria set by the Bank for the purpose to issue the Liberty Express Credit, the Bank is entitled to refuse to issue a Credit.

³The validity period of Liberty Express with 30 (thirty) calendar days issued before January 16, 2017, in case the Borrower does not repay the Credit in full, regardless of the maturity specified in the Application, is 12 (twelve) calendar months (the principle of term is defined in paragraph 1.2 of this Annex), and to such Credits will automatically apply the terms (tariffs) specified in paragraph 1.2 of this Annex.

⁴When Application is submitted, if the Borrower's financial condition or credit history does not meet the internal criteria set by the Bank in order to receive Liberty Express Plus credit, the Bank is entitled to refuse to issue the Credit.

⁵In some cases, the Bank may set a monthly administrative Fee for a different Overdraft service for a specific Borrower - the exact amount of the Fee will be displayed on the ATM screen, which the Borrower agrees to during the Overdraft activation process.

⁶The annual Interest Rate of the Special Advance is set by the Bank individually for each Borrower - the exact annual interest rate is displayed on the ATM screen, which the Borrower agrees to during the activation of the Special Advance.

⁷The activation Fee of the Special Advance is set by the Bank individually for each Borrower - the exact activation Fee is displayed on the ATM screen, which the Borrower agrees to during the activation of the Special Advance.

⁸If the Application and the Credit are approved, Liberty Express and Liberty Express cash receipts (including financial costs) are equal to the Credit Amount indicated in the Application, and in case of Liberty Express Plus, the cash receivable amount (including financial costs) is equal to the difference between Credit Amount (including financial costs) and Credit withdrawal Fee (2%).

№2 Annex - Obtaining / transferring Information to/from the Third Parties

1.	<p>The Bank strictly protects the confidentiality of the information related to the Borrower including personal data. The Bank is authorised to transfer Borrower's the data to the third parties as mentioned below (hereinafter -the Third Parties) to and / or request such information from the Third Parties (a) to the extent necessary for the purposes of providing services and / or (b) if it serves the legitimate commercial purpose of the Bank.</p>	Data is transferred or disclosed for:
	<ul style="list-style-type: none"> • The list of Bank's partner companies, with whom the Bank cooperates on commercial terms, including not limited to: <ul style="list-style-type: none"> - Emoney Georgia (Identification Code: 202376026); - Emoney LLC (Identification Code: 204557540); - Ecapital JSC (Identification Code: 404981338); - Money Movers LLC (Identification Code: 200274318); 	<ul style="list-style-type: none"> • Performing the service properly; • Making a marketing offer to you (the Borrower) by the Bank and/or the Third Parties; • The purpose permitted by the Legislation (for example identifying the Borrower); • The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection;
	<ul style="list-style-type: none"> • Supervisory, controlling and/or registration authorities, state or local authorities and legal entities created by them, including but not limited to: <ul style="list-style-type: none"> - The National Bank of Georgia; - Financial Monitoring Service of Georgia LEPL; - National Agency of Public Registry LEPL; - Public Services Development Agency LEPL; - Revenue Service LEPL and other tax authorities;; - Social Service Agency LEPL; - Service Agency of MIA of Georgia LEPL; 	<ul style="list-style-type: none"> • Performing the service properly; • The purpose permitted by the Legislation (For example identifying the Borrower); • The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection;
	<ul style="list-style-type: none"> • Credit bureaus and/or debt collection organizations, which including but not limited to: <ul style="list-style-type: none"> - Creditinfo Georgia JSC (Identification Code: 204470740) and/or other entity with similar activities; - Troubled Asset Management Agency LTD (Identification Code: 402008554), Capital LTD (Identification Code: 405094491) and other troubled asset management and debt collection organizations, which facilitate the payments of troubled debts and/or the purchase (assignment) of such debts. 	<ul style="list-style-type: none"> • Performing the service properly; • Making a marketing offer to you (the Borrower) by the Bank and/or the Third Parties; • The purpose permitted by the Legislation (For example identifying the Borrower); • The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection.
	<ul style="list-style-type: none"> • International and local payment service operators, which including but not limited to: <ul style="list-style-type: none"> - International Payment System Operator VISA Inc; - International Payment System Operator MASTERCARD Incorporated; - International Payment System Operator UnionPay; - H2H (Direct hosting, when payments between payment providers or the exchange of information is executed without the involvement of international payment providers) member processing companies and/or commercial banks (For example UFC, TBC Bank JSC and other UFC member commercial banks, Procredit Bank JSC, Cartu Bank JSC and so forth.); - Payment service providers (except commercial banks, for example Nova Technology JSC, TBC-Pay LLC, Money Movers LLC and so forth.) and/or their contractors (such entities use the services of payment service providers and the service is performed with the Bank's involvement, for example Telasi JSC, Georgian Water and Power LLC and so forth.); - International and local money transfer operators (including but not limited to The Western Union Company, MoneyGram International Inc., Zolotaya Korona and other entities listed on the Bank's website http://libertybank.ge 	<ul style="list-style-type: none"> • Performing the service properly (including the execution of payment operations); • The purpose permitted by the Legislation (For example identifying the Borrower); • The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection.
	<ul style="list-style-type: none"> • The Bank's contractors and/or corporate clients, which use the Bank's payment service for accepting the payments (billing) of their own clients (subscribers), including but not limited to: <ul style="list-style-type: none"> - Telasi JSC; - Georgian Water and Power LLC - Kaztransgas-Tbilisi LTD and other entities listed on a Bank-administered payment website: http://pay.ge. 	<ul style="list-style-type: none"> • Performing the service properly (including the execution of payment operations); • Making a marketing offer to you (the Borrower) by the Bank and/or the Third Parties; • The purpose permitted by the Legislation (For example identifying the Borrower);

- The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection

2. In case the **Bank** transfers (discloses) the data to the third parties, including the resident person(s) of other countries, reasonable safety measures in compliance with Law of Georgia on Personal Data Protection shall be taken.

3. The **Borrower** hereby acknowledges and confirms that the lists of third parties available on bank-administered websites (including but not limited to <http://libertybank.ge>; <http://pay.ge>) are not complete, exhaustive and the number of such third parties may be increased or decreased from time to time. However, the **Bank** shall ensure that actions related to data processing remain in compliance with the requirements of Law of Georgia on Personal Data Protection.