

**General Terms  
of the General Credit Line Agreement**

## Table of Contents

1. Definition of Terms .....	3
2. Representations and Warranties .....	5
3. General Terms of the Constituent Agreement .....	5
4. General Terms of the Constituent Agreement .....	7
5. The Rules of Amending Contractual Terms and Conditions .....	8
6. Monitoring and Reporting.....	8
7. Security of Obligations and Insurance .....	9
8. Responsibility of the Parties .....	10
9. Duration and Termination of the Agreement .....	10
10. Governing Law and Dispute Resolution.....	11
11. Rules for submitting of Claim to the Bank .....	11
12. Communication.....	12
13. Confidentiality and Personal Data .....	12
14. Multiplicity of Clients .....	15
15. Other Conditions.....	16
16. №1 Annex - Obtaining / transferring Information to/from the Third Parties.....	17

## 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. **Account** – the account(s) (including without any limitation the Service Account) of the **Client** held with the **Bank**;
- 1.1.2. **Bank** – JSC Liberty Bank (ID# 203828304), which is the **Party** to the **Agreement**;
- 1.1.3. **Bureau** - credit information bureau(s);
- 1.1.4. **Application** - the information created by the **Bank** by using any material document, electronic, optical or other similar mean(s) and provided to the **Client**, to which the **Client** agrees by signing and/or electronic confirmation (electronic consent), which shall be considered legally binding as if the electronic consent was given in the form of a material document by the **Client**. 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 **Client** set forth under paragraph 2 of the **General Terms of the General Credit Line Agreement**. The representations and warranties of the **Client** under the **General Credit Line Agreement** as well and/or under the agreements(s) concluded within it;
- 1.1.6. **General Credit Line** - General and basic (but not exhaustive) terms of cooperation regarding to **Client** services with **Credit Products**, subject to such terms, during the entire period of validity of the **Agreement**, the **Client** may use these **Credit Products** once or multiple times, including for full or partial **Refinancing** of one or more current **Credit Products**, subject to the terms and conditions of the **Agreement**. In addition, the **Parties** acknowledge and agree that: (a) in case of multiple use of **Credit Products** by the **Client**, when calculating the amount that may be used by the **Client** considering the total aggregated limit of available **Credit Products**, the amount/part of the **Credit Products**, which has been used by the **Client** under the **Agreement** and has already been fulfilled/repaid to the **Bank**, will not be taken into consideration; (b) in case of full or partial **Refinancing** of one or more outstanding **Credit Products** (including the use of funds under current **Credit Product** and/or the receipt/use of a new **Credit Product**), the amount of indebtedness that is to be refinanced shall not be taken into consideration in calculation of the maximum aggregated limit available under the **Agreement**; (c) if the **General Credit Line** is approved in one currency, the **Bank** may disburse one or more **Credit Products** in another currency and change of the currency exchange rate may lead to the excess of the **General Credit Line** limit; and (d) in any case, the excess of the **General Credit Line** limit shall not be deemed as the violation of the **Agreement** and the **Client** shall perform the obligations assumed under the **Agreement** in due and timely manner;
- 1.1.7. **General Terms of the General Credit Line** - the main terms of the **General Credit Line Agreement** provided under this document, which is an integral part of the **General Credit Line Agreement** and is placed on the **Bank's** website: [www.libertybank.ge](http://www.libertybank.ge)
- 1.1.8. **General Credit Line Agreement** – a framework agreement concluded between the **Bank** and the **Client** in material or electronic form, subject to such terms, during the entire period of validity of the **Agreement**, the **Client** may use these **Credit Products** once or multiple times, including for full or partial **Refinancing** of one or more current **Credit Products**, subject to the terms and conditions of the **Agreement**, which includes general and specific (but not exhaustive) terms for **Client** service with **Credit Products**, as well as **General Terms of the General Credit Line**;
- 1.1.9. **Schedule** – the **Annex** (in material or electronic form), which may also be in the form of an **Annex** to the relevant **Constituent Agreement** agreed by the **Parties**, under which the **Bank** determines the amount, including **Credit Amount**, frequency, volume of other payables, other terms and conditions regarding to the payables related to **Credit Product**, including **Documentary Operations** and/or other **Credit Product**;
- 1.1.10. **Related Agreement** – the agreement(s) in material or electronic form, as amended from time to time, signed/executed by and between the **Parties** and/or with the participation of the **Parties** to ensure the fulfilment of obligations assumed by the **Client** under the **Agreement** (including without any limitation collateral agreements, banking service agreements, insurance agreements, all changes and amendments thereto (including but not limited to collateral agreement(s), bank service agreement(s), insurance agreement(s), as well as bank guarantee, letter of credit, etc. issued in favor of the **Bank** as a beneficiary);
- 1.1.11. **Annex** – any annex concluded by the **Parties** in material or electronic form (including the **Commercial Terms and Conditions**), which specifies, amends and/or terminates the **Agreement** and/or the terms and conditions thereof. **Annex** represents an integral part of the **Agreement**;
- 1.1.12. **Instructing Party** - the **Person** who instructs the **Bank** to issue a **Bank Guarantee, Letter of Credit**, or any other product of the **Documentary Operation** and who ensures fulfilment of obligations assumed under the **Agreement** before the **Bank**. The **Instructing Party** may be the **Principal (Applicant)** or any **Third Person** as well.
- 1.1.13. **Deposit** - Funds placed on any type of account, including a deposit, certificate of deposit and/or other type of deposit product;
- 1.1.14. **Documentary Operations** – paid **Credit Products** that the **Bank** makes available for the **Client** under the **General Credit Line Agreement**, such as the bank guarantee, letter of credit, standby letter of credit, documentary lien and/or other related service(s);
- 1.1.15. **Law/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;
- 1.1.16. **Client/Borrower** - the **Person** as defined under **General Credit Line Agreement** and/or the **Constituent Agreement**, as well as the existing and/or future debtor(s), representing the **Party** to the **Agreement** (for the purposes of **Documentary Operations**, the **Client** may be referred to as the **Principal** or the **Applicant**);
- 1.1.17. **Commercial Terms and Conditions** - the terms and conditions of using the **General Credit Line** as well as the commercial regulations (including the terms and conditions related to finances, monitoring, transfer of information etc.) established by the **Bank** in order to enable the **Client** to use rights envisaged under the **Agreement**, which represent **Annex** to the **General Credit Line Agreement** and integral part thereof.
- 1.1.18. **Confidential Information** – unless otherwise provided under 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;
- 1.1.19. **Credit** (or **Bank Credit** or **Loan**) – the amount to be disbursed/issued by the **Bank** to the **Client** subject to the clauses determining repayment, interest payment, collateral and maturity, including without limitation the amount to be disbursed/issued under the **Bank Credit Agreement, Credit Line Agreement** and/or **Overdraft Agreement**.
- 1.1.20. **Credit Amount** – the funds withdrawn/received by the **Client** under **Constituent Agreement** and in accordance with the **General Credit Line Agreement**.
- 1.1.21. **Credit Product Related Charges** - the **Interest Rate, Commission Fee, Penalty** and/or other charges/payments related to the **Agreement** (including without any limitation the expenses related to arbitral, judicial, enforcement proceedings, reimbursement for damages/losses, etc.);
- 1.1.22. **Pawn Credit Product** – A **Credit Product** issued by the **Bank** to a natural person (including an individual entrepreneur) without a solvency analysis;
- 1.1.23. **Third Person** - any **Person** other than the **Parties** to the **Agreement**;

- 1.1.24. **Purpose** - the action and/or purpose provided under the **Agreement** (including the relevant **Constituent Agreement**), the performance of which is served by **Credit Product**;
- 1.1.25. **Service Account** - the **Account** designated by the **Bank** with the funds credited thereon used for the settlement between the **Parties** or repayment of the **Credit Amount** and/or other **Credit Product Related Charges**;
- 1.1.26. **Party/Parties** - the **Bank** and/or the **Client** as the context requires;
- 1.1.27. **Overdraft** - debit balance - **Credit** allowed/available on the **Client's Account** (including the card account) in accordance with the terms and conditions of the **Agreement**, subject to repayment, interest payment, collateral and maturity, which is used by the **Client** multiple times, in full or in part and which shall automatically be repaid with the amount deposited on the **Client's Account**, unless otherwise agreed by and between the **Bank** and the **Client**. The **Parties** agree that the following parts/amounts of **Credit** shall not be considered for the purpose of calculating the maximum limit (maximum debit balance) of the **Overdraft**, (a) the part of **Credit** withdrawn by the **Client** under the **Overdraft Agreement** that has already been repaid; and (b) the amount of indebtedness to be refinanced, in case of full or partial **Refinancing** of one or more **Credit** (aggregate amount of indebtedness to be refinanced), irrespective of the fact that the indebtedness to be **Refinanced** and the new **Credit Amount** may jointly deposited on the **Client's Account** and both of them will be available for a certain period of time before **Refinancing** comes into effect. In addition, if the **Overdraft** is approved in one currency and the relevant **Credit Amount** or its portion is disbursed/issued in another currency, exceeding the **Overdraft** amount/limit as a result of changes in currency exchange rates shall not be considered as a breach of the **Agreement** and the **Client** shall perform the obligations assumed under the **Agreement** in due and timely manner;
- 1.1.28. **Overdraft Agreement** - the **Constituent Agreement**, under which the **Bank** may, subject to the approved **Overdraft** limit, make the **Credit Amount** available to the **Client** and the **Client** shall fully repay the withdrawn **Credit Amount**, **Credit Product Related Charges** and perform all respective obligations in due and timely manner before the expiry of the maturity term of the **Overdraft**;
- 1.1.29. **Personal Data** - as defined in accordance with the Law of Georgia on "Personal Data Protection" and refers to any information related to an identified or identifiable natural person;
- 1.1.30. **Penalty (Fine)** - the amount of money under the **Agreement**, which shall be paid by the **Client** if it fails to fulfill and/or unduly fulfills its obligations;
- 1.1.31. **Person(s)** - individual(s), legal entity/entities (including public law legal entities), non-entrepreneurial (non-commercial) legal entities and/or other organizational unit(s) established under the **Law**;
- 1.1.32. **Refinance** - full or partial repayment of one or more **Credit Amount** (monetary indebtedness) through disbursement of new **Credit Amount** to the **Client** under another **Constituent Agreement**;
- 1.1.33. **Bank Guarantee** - a guarantee issued in favor of a third party (beneficiary) under the **Constituent Agreement**, under which the **Bank** warrants the fulfillment of the obligation(s) assumed by the principal/applicant before the beneficiary.
- 1.1.34. **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 **Law**) when the **Bank** provides banking services;
- 1.1.35. **Bank Credit Agreement** - the **Constituent Agreement**, under which the **Bank** may disburse **Credit** at the request of the **Client**, and the **Client** shall fully repay/cover the withdrawn **Credit Amount**, all **Credit Product Related Charges** and perform/fulfil its respective obligations in due and timely manner;
- 1.1.36. **Interest Rate or Interest** - the amount of fixed and/or variable/indexed interest rate determined by the **Agreement**, calculated according to the actual number of calendar days as of withdrawing the **Credit Amount** by the **Client** until its repayment, considering a maximum of 365 (three hundred sixty-five) days per annum;
- 1.1.37. **Interest Yield** - the amount/interest payable to the **Bank** for using the **Credit**, **Credit Line**, **Overdraft**, **Documentary Operations** and/or any **Credit Product** on the basis of and in accordance with the terms and conditions of the **General Credit Line Agreement**, relevant **Bank Credit Agreement**, **Credit Line Agreement** **Documentary Operations Agreement** and/or any other **Credit Product** agreement calculated from the fixed and/or variable **Interest Rate** of the relevant **Credit Amount** ((in case of (a) **Documentary Operations**, from the amount of such operation, (b) any other **Credit Product**, the amount determined by the relevant agreement for this **Credit Product**)), the amount and payment rules of which shall be determined by the **Agreement** and/or the **Constituent Agreement**. If the **Bank** unilaterally prematurely terminates the **Agreement**, **Interest Yield** accrual shall continue and shall be payable by the **Client** in the amount accrued as of the date of mandatory or voluntary enforcement;
- 1.1.38. **Commission Fee** - the charge(s) set by the **Bank** and payable by the **Client** on the basis of the **Agreement**, for using the relevant credit product;
- 1.1.39. **Credit Product** - Bank credit, credit line, overdraft, credit card, **Pawn Credit Product**, bank guarantee, letter of credit, any kind of documentary operation, foreign exchange operation, factoring and/or other bank product and/or any credit request of the **Bank**, which the **Bank** determines as a credit product;
- 1.1.40. **Credit Line** - maximum limit set by the **Bank** for the **Client** under the **Agreement**, subject to which the **Client** may withdraw and repay the **Credit Amount** single or multiple times considering that the total aggregated balance of withdrawn **Credit Amounts**, at the moment of withdrawal, does not exceed the limit of the **Credit Line** limit determined by the **Agreement** and, at the same time, the **Credit Amount** withdrawn by the **Client** shall be fully repaid/covered before the expiration of the validity term of the **Credit Line**. The **Parties** agree that the following parts/amounts of **Credit** shall not be considered for the purpose of calculating the maximum limit (maximum debit balance) of **Credit Line**: (a) the part of **Credit** withdrawn by the **Client** under the **Credit Line Agreement** that has already been repaid; and (b) the amount of indebtedness to be refinanced, in case of full or partial **Refinancing** of one or more **Credit** (aggregate amount of indebtedness to be **Refinanced**), irrespective of the fact that the indebtedness to be **Refinanced** and the new **Credit Amount** may be jointly deposited on the **Client's Account** and both of them will be available for a certain period of time before **Refinancing** comes into effect. In addition, if the **Credit Line** is approved in one currency and the relevant **Credit Amount** or its portion is disbursed/issued in another currency, exceeding the **Credit Line** amount/limit as a result of changes in currency exchange rates shall not be considered as a breach of the **Agreement** and the **Client** shall perform the obligations assumed under the **Agreement** (including the **Constituent Agreement**) in due and timely manner;
- 1.1.41. **Credit Line Agreement** - the **Constituent Agreement**, under which the **Bank** may, subject to the approved **Credit Line** limit, disburse the **Credit Amount** upon the **Client's** request and the **Client** shall fully repay the withdrawn **Credit Amount** and other **Credit Product Related Charges** before the expiry of the maturity term of the **Credit Line Agreement** and perform all respective obligations in due and timely manner;
- 1.1.42. **Collateral** - any facilities (mortgage, pledge, surety, bank guarantee, etc.) by which the full and timely fulfillment of the obligations to the **Bank** are ensured under the **Agreement** and/or **Constituent Agreements**;
- 1.1.43. **Constituent Agreement** - the agreements concluded by and between the **Parties** within the **General Credit Line Agreement**, including without any limitation: **Bank Credit Agreement**, **Credit Line Agreement**, **Overdraft Agreement**, **Documentary Operations** agreement (bank guarantee agreement, letter of credit agreement, stand-by letter of credit agreement, documentary lien) and/or agreements governing the use of various **Credit Products** offered by the **Bank** to the **Client**;
- 1.1.44. **Agreement** - the integrity of any **Application** in material or electronic form), **General Credit Line Agreement**, **General Terms of the General Credit Line Agreement**, **Commercial Terms and Conditions**, cover page of the mentioned agreements, **Constituent Agreement**, any additional **Application**, **Annex** which has been/will be concluded by the **Parties** in connection with the **Agreement** representing an integral part thereof.

## 2. Representations and Warranties

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

- 2.1.1. the **Client** 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** and **Related Agreement**;
- 2.1.2. the conclusion and/or fulfillment of the **Agreement** and/or **Related Agreement** by the **Client** is not contradictory to the **Law**, any other legislation under jurisdiction of which the **Client** operates/conducts business, international norms and/or other regulations, does not result the violation/breach of the obligation(s) assumed by the **Client** 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 **Client** 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 **Client** 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** (including without any limitation the information on obligations towards **Third Parties**) for the purpose of concluding the **Agreement** is true and accurate, and the submitted documents are complete and applicable/valid version;
- 2.1.6. the **Client** does not participate directly or indirectly in any illegal activity (including money laundering, arms trade, drugs trade and/or terrorism) that contradicts to the **Law** and/or any other regulation applicable in the jurisdiction under which the **Client** operates/conducts its 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 addressed to any coercion, intimidation, duress, deception, misleading information and/or any other influence on the **Client** and/or its relatives for the purpose of concluding the **Agreement** and the **Bank** has not abused its market power;
- 2.1.8. the **Client** has fully read and agrees to the terms and conditions of the **Agreement** and/or **Related Agreements** (including without any limitation **Commission Fees** and **Penalties** under the **Agreement** and/or **Related Agreements**) and confirms that the **Penalty** under the **Agreement** and/or **Related Agreements** is not inadequately high;
- 2.1.9. will comply with the requirements of environmental protection, labor, social protection and health **Law** and in case of violation and/or threat of violation, immediately informs the **Bank** about the aforementioned, and in case of the **Bank's** request, will agree with the **Bank** and/or take into account the **Bank's** recommendations to eliminate the mentioned violations;
- 2.1.10. the **Client** is aware that furnishing/submitting to the **Bank** false statements regarding its business or financial condition for the purpose of receiving **Credit Amount** or increase thereof and/or receiving advantageous **Credit**, as well as using the proceeds of **Credit** for purposes other than the purpose determined under the **Agreement**, shall be deemed as sufficient ground for the **Bank** for full or partial termination of the **Agreement** and/or **Related Agreement** and is considered as misconduct under the **Law**;
- 2.2. The **Client** 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 **Related Agreement**.
- 2.3. The **Parties** are aware and agree that they sign/conclude the **Agreement** and/or **Related Agreement** based on the **Representations and Warranties** and hold them to be the terms and conditions of the **Agreement** and/or **Related Agreement**. Consequently, violation/breach of the **Representations and Warranties** provided under the **Agreement** and/or **Related Agreement** shall be deemed as the sufficient grounds for the **Bank** unilateral refuse and / or terminate the **Agreement** and/or **Related Agreement**.

## 3. General Terms of the Constituent Agreement

3.1. *Submitting an application and concluding of the Constituent Agreement*

- 3.1.1. Subject to the terms under the **General Credit Line**, the **Bank** shall consider, without limitation, the **Client's Applications** regarding to the **Client** service with **Credit Product(s)**;
- 3.1.2. The **Client** is aware and agrees that the **Bank** may approve the **Application** at its sole discretion. In each particular case, the **Bank** will consider the **Application** on the concluding of a **Constituent Agreement**, disbursement of **Credit**, whether under **Credit Line**, **Overdraft**, any other **Credit Product** and/or carrying out **Documentary Operations**, and will make a decision within its sole discretion. The **Bank's** refusal to approve the **Application** does not require any kind of written and/or verbal substantiation by the **Bank**;
- 3.1.3. The execution of **General Credit Line Agreement** does not in any manner oblige the **Bank** to conclude the **Constituent Agreement**, disburse **Credit Product**, it only determines minimum conditions precedent for execution of the **Constituent Agreement**, disbursement of the **Credit Product** and regulates the contractual relationship between the **Bank** and the **Client** arising in connection with the execution of **Constituent Agreement**, disbursement of the **Credit Product**.
- 3.1.4. The **Bank** provides debt financing in a manner that ensures, upon approval of **Application** and concluding of the **Constituent Agreement**, the aggregate amount of indebtedness as a result of withdrawn **Credit**, active **Documentary Operations** and other **Credit Product** shall not exceed the credit limit (if any) determined under the **General Credit Line** and considers a reasonable time period, before the expiry of the validity term of the **General Credit Line**, for the performance of obligations assumed by the **Client** under the **Constituent Agreement**.
- 3.1.5. Under the **General Credit Line Agreement** and with the consent of the **Client**, the **Constituent Agreement** may be concluded with **Third Person**, in such case the **Third Person** (whether or not the **General Credit Line Agreement** makes direct reference to such **Third Person**) shall be considered as a joint debtor to the **Bank** under the **General Credit Line Agreement**.
- 3.1.6. Unless otherwise decides the **Bank**, for the purposes of providing services within the **General Credit Line**, during the validity period of the **General Credit Line Agreement**, the **Client** shall maintain a current (settlement) bank account at the **Bank** in the currency corresponding to the amount of the **Credit Product**.
- 3.2. *The Scope of the Agreement and Related Agreement*
- 3.2.1. The **Constituent Agreement** shall immediately be considered as an integral part of the **General Credit Line Agreement** upon its conclusion and the present terms and conditions of the **General Credit Line Agreement** shall fully apply to it. Therefore, the terms and conditions agreed upon by the **Parties** under the **General Credit Line Agreement** do not require to be additionally implemented in the **Constituent Agreement**.



3.2.2. For avoidance of any doubt, the **Parties** agree that in case of discrepancy between the terms and conditions envisaged by the **General Credit Line Agreement** and the **Constituent Agreement** and **Annexes** thereto, priority and applicability shall be determined in the following sequence:

3.2.2.1. terms and conditions of the **Constituent Agreement** and **Annexes** thereto;

3.2.2.2. terms and conditions of the **General Credit Line Agreement** and **Annexes** thereto;

3.2.3. In case of discrepancy between the terms and conditions of the **General Credit Line Agreement** and the terms and conditions of the **General Terms of the General Credit Line Agreement**, the terms and conditions of the **General Credit Line Agreement** shall prevail.

3.2.4. In case of discrepancy between the terms and conditions of the **General Credit Line Agreement** (including **General Terms of the General Credit Line Agreement**) and the terms and conditions of the **Annex** thereto and/or the terms and conditions of the **Constituent Agreement** and the terms and conditions of the **Annex** thereto, the terms and conditions of the relevant **Annex** shall prevail.

3.2.5. In case of discrepancy between the terms and conditions of the **Related Agreement** and the terms and conditions of the **Agreement**, the agreement, setting forth more special conditions and intended for regulation of specific legal relations shall apply;

### 3.3. *The Procedure for Repayment of Credit Product and Credit Product Related Charges*

3.3.1. the **Client** shall deposit/transfer funds on the **Account** in the amount and frequency determined by the relevant **Constituent Agreement** for repayment of the withdrawn **Credit Amount** and/or payment of **Credit Product Related Charges**, and the **Bank** will debit such funds without the **Client's** further acceptance and use for the repayment/reduction of the **Client's** indebtedness before the **Bank**.

3.3.2. The **Client** authorises the **Bank** and gives its prior consent, that the **Bank** may in its own discretion to:

3.3.2.1. block, in full and/or in part, the funds available on the **Client's Account** maintained at the **Bank**; and/or

3.3.2.2. debit the **Client's** any **Account** in the amount of due payables under the **Agreement** without the **Client's** further acceptance for the repayment of the **Client's** indebtedness before the **Bank**; and/or

3.3.2.3. if the funds available on the **Account** and the payables are in different currencies, convert funds at commercial exchange rate applicable at the **Bank** on the day of payment, and debit the **Client's Account** in the amount of the relevant conversion fee (if any) without the **Client's** further acceptance.

3.3.3. Unless otherwise determined by the **Constituent Agreement**, the **Client** shall pay in full (in one tranche) the **Credit** approval **Commission Fee** (if any) from the **Credit Amount** upon disbursement of **Credit** by the **Bank**. In addition, the **Bank** may debit the **Client's Account** in the amount of **Credit** approval **Commission Fee** upon or after disbursement of the **Credit Amount**, without the **Client's** further acceptance.

3.3.4. Any payment obligation shall be considered duly fulfilled if the amounts payable under the **Constituent Agreement** are paid in accordance with the payment date(s) determined under the **Constituent Agreement** (under the payment **Schedule**, if any). If the payment date determined by the **Constituent Agreement** (under the payment **Schedule**, if any) is a non-banking day, the payment shall be made on the following **Banking Day**.

3.3.5. The **Schedule** is made in material or electronic form. In case of material form the **Schedule** shall be drawn in at least two copies, one of which shall remain with the **Bank** and the other shall be given to the **Client**. In case of existence of several **Schedules** made in material form, the terms and conditions of the **Schedule** with newer execution date shall prevail; and if there is any discrepancy between the **Schedules** dated on one and the same date and/or between the wording of the **Schedule** and the terms and conditions of the **Agreement**, the **Schedule** remained with the **Bank** and/or electronic version of the **Schedule** (corresponding software data) available at **Bank** shall prevail. If the **Schedule** is made in electronic form, the right to access will also be granted to the **Client**. If there are multiple electronic **Schedules**, the **Schedule** terms with the most recent date will be preferred, but if there is any discrepancy between the **Schedules** dated on one and the same date and/or between the wording of the **Schedule** and the terms and conditions of the **Agreement**, the electronic **Schedule** remained with the **Bank** and/or conditions of the **Schedule** recorded in the **Bank's** software shall prevail.

3.3.6. Unless otherwise provided under the **Constituent Agreement** and/or agreed between the **Parties**, repayment sequence of the **Credit Products** and the **Credit Products Related Charges** disbursed under the **General Credit Line** shall be the following: the costs (including without limitation arbitration, litigation, enforcement procedures related costs, funds related to the reimbursement of loss, etc.) shall be repaid initially, followed by **Penalty, Fees**, then the **Interest Rate** and finally the **Credit Amount**/compensation amounts related to the regression/principal amount of the **Credit Product**. The sequence mentioned above may be determined by the **Bank** its sole discretion and may be changed at any time without any further acceptance of the **Client**.

3.3.7. If the **Client** fails to perform its obligations assumed under the **Agreement** and/or **Constituent Agreement** in due and timely manner, the **Bank** shall, within its sole discretion, determine the sequence of performance (in full or in part) of the relevant obligations.

3.3.8. The **Bank** may not to cover/reduce the **Credit Amount** and/or **Credit Product Related Charges** if the **Client** (including the co-borrower) has outstanding monetary indebtedness (not related to the **Agreement**) before the **Bank** (irrespective whether such indebtedness is due or not). The **Credit Amount** and/or **Credit Product Related Charges** will be repaid with the funds transferred by the **Client** (including the co-borrower) only after the **Client's** (including the co-borrower) monetary indebtedness that is not related to the **Agreement** is fully repaid.

3.3.9. The monetary obligations under the **Agreement** shall be performed (repaid) in accordance with the payment dates determined by the **Agreement**. If there are no such payment dates - within 10 (ten) **Banking Days** as of arising the relevant monetary indebtedness (in case of payment of **Penalty**, reimbursement for damages/losses – as of the moment of submitting the payment request).

3.3.10. If the **Credit Product** is repaid, in full or in part, prematurely, the **Client** shall notify the **Bank** not less than 14 (fourteen) calendar days in advance, unless the shorter term for such notice is set forth under the **Law**.

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

3.3.11.1. **Basic option:** The basic option for prepayment of the **Credit** is activated automatically. If the **Client** 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 **Client** under the terms of the basic option, the **Credit Amount** will be repaid and from the next month the **Client** will be able to repay only the **Interest** accrued on the **Credit Amount**. Only the **Interest** will be repaid by the **Client** until the principal amount of the **Credit Amount** repaid in advance by the **Client** is sufficient for installments provided by the **Schedule**. Once the principal amount of **Credit** prepaid by the **Client** is over, the **Credit** will continue to be repaid in accordance with the **Schedule** initially agreed between the **Bank** and the **Client**;

3.3.11.2. **Term reduction option:** The **Client** can activate the term reduction option if the **Client** 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 **Client**, 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**;

3.3.11.3. **Installments reduction option:** The **Client** may activate the installments reduction option if the **Client** 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 **Client**, 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.

3.3.12. The rule under the clause 3.3.11 of the **General Terms of the General Credit Line** also applies to the **Credit Products**, the manner and structure of which are similar to the rule of repayment of the **Credit**.

3.3.13. At the time of accrual (payment) of the **Commission Fee** and/or **Penalty**, if the **Law** (including the instructions of the National Bank of Georgia) establishes the **Commission Fee** and/or **Penalty** rates, the amount of which is lower than the **Commission Fee** and/or **Penalty** rates under the **Agreement**, in such case, the maximum **Commission Fee** and/or **Penalty** rates established by the **Law** (including the instructions of the National Bank of Georgia) shall apply (if any).

#### 4. General Terms of the Constituent Agreement

##### 4.1. **Bank Credit Agreement**

4.1.1. Upon the **Bank's** approval of the **Client's** relevant **Application**, the **Bank** and the **Client** will execute a **Bank Credit Agreement** upon which the specific terms and conditions of the **Credit** will be determined and the **Bank** may disburse/issue the **Credit Amount** at the **Client's** request and the **Client** shall fully repay/cover the withdrawn **Credit Amount**, **Credit Product Related Charges**, and perform the obligations assumed under the **Agreement** (including the **Bank Credit Agreement**) in due and timely manner.

4.1.2. If the **Bank Credit Agreement** secures the fulfilment of obligations of the **Client** before the **Bank** arising out of/in relation to another banking product, the **Bank** may disburse/issue the **Credit Amount** to the **Client** in accordance with the **Purpose** envisaged by the **Bank Credit Agreement** without the **Client's** further request and/or consent, and use the disbursed/issued **Credit Amount** for full performance of the **Client's** obligations to the **Bank**.

4.1.3. The **Credit Amount** shall be considered disbursed/issued by the **Bank** and received/withdrawn by the **Client** as of the date **Credit Amount** is transferred to/deposited on the **Client's Service Account**.

4.1.4. The **Client** shall use the withdrawn **Credit Amount** only in accordance with the **Purpose** (if any).

4.1.5. When the **Credit Amount** is withdrawn, the **Interest** accrual shall start on the calendar day of transferring the **Credit Amount** to the **Client's Service Account**.

4.1.6. The **Client** shall repay the **Credit Amount** and **Credit Product Related Charges** envisaged by the **Bank Credit Agreement** in accordance with present Paragraph and the clause 3.3 of the **General Terms of the General Credit Line**.

##### 4.2. **Credit Line Agreement**

4.2.1. Upon the **Bank's** approval of the **Client's** relevant **Application**, the **Bank** and the **Client** will sign a **Credit Line Agreement**, under which the **Client** may withdraw and repay, on multiple basis, the **Credit Amount** considering that the aggregate amount of **Credits** shall not exceed the Credit limit determined under the **Credit Line Agreement** and, in addition, the **Credit Amount** withdrawn by the **Client** shall be fully repaid before the expiry of the validity term of the **Credit Line**.

4.2.2. If the **Credit Line Agreement** secures the fulfilment of obligations of the **Client** before the **Bank** arising out of/in relation to another banking product, the **Bank** may disburse/issue the **Credit Amount** to the **Client** in accordance with the **Purpose** as provided under the **Credit Line Agreement** without the **Client's** further request and/or consent, and use the disbursed/issued **Credit Amount** for full performance of the **Client's** obligations before the **Bank**;

4.2.3. The **Credit Amount** shall be considered disbursed/issued by the **Bank** and received/withdrawn by the **Client** as soon as **Credit Amount** is transferred to/deposited on the **Client's Service Account**.

4.2.4. Upon withdrawal of **Credit Amount**, the **Client** shall submit relevant application to the **Bank** in relation to each tranche.

4.2.5. The **Client** shall use the **Credit Amount** withdrawn under the **Credit Line** in accordance with the **Purpose** (if any).

4.2.6. When the **Credit Amount** is withdrawn, the **Interest** accrual shall start on the calendar day of transferring the **Credit Amount** to the **Client's Service Account**.

4.2.7. The **Client** shall repay the **Credit Amount** and **Credit Product Related Charges** under the **Credit Line Agreement** in accordance with present paragraph and paragraph 3.3 of the **General Terms of the General Credit Line Agreement**.

##### 4.3. **Overdraft Agreement**

4.3.1. Upon the **Bank's** approval of the **Client's** relevant **Application**, the **Bank** and the **Client** will sign **Overdraft Agreement**, under which the **Client** may withdraw and repay, on multiple basis, the **Credit Amount** available on the **Service Account** (including the bank card account) which may be withdrawn by the **Client** in full or in part and which shall be automatically repaid with the funds deposited on the **Client's Account** unless otherwise agreed between the **Bank** and the **Client**;

4.3.2. If the **Overdraft Agreement** secures the fulfilment of obligations of the **Client** before the **Bank** arising out of/in relation to another banking product, the **Bank** may disburse/issue the **Credit Amount** to the **Client** in accordance with the **Purpose** as provided under the **Overdraft Agreement** without the **Client's** further request and/or consent, and use the disbursed/issued **Credit Amount** for full performance of the **Client's** obligations before the **Bank**;

4.3.3. The **Client** shall use the **Credit Amount** withdrawn under the **Overdraft Agreement** in accordance with the **Purpose** (if any);

4.3.4. The **Bank** shall accrue the **Interest** on the full **Credit Amount** available for the **Client** under the **Overdraft** whether or not the **Client** has withdrawn the **Credit Amount** in full or in part from the **Service Account**;

4.3.5. The **Interest** accrual shall start on the calendar day the **Credit Amount** was available on the **Client's Service Account** in accordance with the **Overdraft Agreement**.

4.3.6. The **Client** shall repay the **Credit Amount** and **Credit Product Related Charges** as provided under the **Overdraft Agreement** in accordance with present paragraph and paragraph 3.3 of the **General Terms of the General Credit Line Agreement**.

##### 4.4. **Documentary Operations**

4.4.1. Upon the **Bank's** approval of the **Client's** relevant **Application**, the **Bank** and the **Client** will sign a **Constituent Agreement** on provision of services related to bank guarantee, documentary lien, letter of credit and/or standby letter of credit. The **Constituent Agreement** shall determine specific terms and conditions, procedures of the relevant service.

4.4.2. When using **Documentary Operations**, the **Client** may use, on multiple basis, the service related to issuance of bank guarantee, documentary lien, letter of credit, standby letter of credit considering that the total aggregated amount of financial indebtedness and maturity terms in relation to such service shall not exceed the maximum limits determined under the General Credit Line (maturity term, total credit limit etc).

##### 4.5. **Terms and Conditions for Using Other Constituent Agreement**

- 4.5.1. The **Bank** may offer the **Client**, at any time, on the basis of concluding a **Constituent Agreement**, any fee-based/paid service which is not determined by the present Article.
- 4.5.2. The aggregated amount of financial indebtedness and validity terms of such **Constituent Agreement** shall not exceed the limits (validity term, total credit limit, etc.) determined under the **General Credit Line**.

## 5. The Rules of Amending Contractual Terms and Conditions

### 5.1. *If the Client is a legal entity or other organizational entity*

- 5.1.1. Unless otherwise provided under the **Agreement**, any changes and/or amendments to the **Agreement** shall be made in writing on the basis of the agreement signed by the **Parties**. Changes and/or amendments to the **Agreement** are an integral part of the **Agreement** and shall be into force along with it.
- 5.1.2. A variable/indexed **Interest Rate** of the **Credit Product** shall be amended accordingly when the public index, to which the variable/indexed **Interest Rate** is attached to, is amended and such amendment shall be made under the rules provided under the **Agreement** (including the **Constituent Agreement**), without further consent and/or acceptance by the **Client**.
- 5.1.3. The **Bank** may change/amend the terms and conditions of the **Agreement** unilaterally if such change/amendment is advantageous for the **Client**.
- 5.1.4. When the decision on change of the **Interest Rate** becomes effective, the **Client** may request the **Bank** a adjusted payment **Schedule**.

### 5.2. *If the Client is an individual*

- 5.2.1. 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 **Client** notification 1 (one) month in advance;
- 5.2.2. In case of indexed **Interest Rate**:
- 5.2.2.1. 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;
- 5.2.2.2. 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 **Client** fails to fully and properly fulfill the obligations under the **Agreement** and/or under the **Bank Credit Agreement**.
- 5.2.3. The change in the **Interest Rate** on the grounds specified in paragraph 5.2.2 of the **Standard Terms** does not require the additional acceptance of the **Client** and/or the sending of prior notice to the **Client**. 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**.
- 5.2.4. During the validity of an indexed **Credit Product**, 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 **Client's** application.
- 5.2.5. 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 **Client** and/or changes that do not aggravate or alter the **Borrower's** legal and / or financial condition, do not require prior notice to the **Client**.
- 5.2.6. If the **Bank** changes the terms of the **Agreement** (except for the indexed **Credit Product Interest Rate**), including and not only the **Commission Fee, Penalty** and / or **Interest Rate** that worsens the **Client's** condition, the **Client** 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 Product Related Charges, Penalties**, damages and / or other expenses).
- 5.2.7. The **Client** may request a new adjusted **Schedule** from the **Bank** upon the entry into force of the decision on the change of **Credit Product Related Charges**.
- 5.2.8. 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**.
- 5.2.9. If several **Clients** are parties to the **General Credit Line Service Agreement**, among which there is a legal entity or other organizational entity, in such a case, the provisions specified in clause 5.1 of the **General Terms of the General Credit Line Agreement** shall apply in relation to the change of the terms of the **Agreement**.
- 5.3. **Cancellation / termination of the public index**. The **Parties** agree that, in case of cancellation / suspension or termination of official publication of the public index (if any, meaning refinancing rate, monetary policy rate, LIBOR rate and / or other rates) used for the formation of the **Interest Rate** as specified under the **Agreement**, the **Bank** determines the public index, in this respect the **Interest Rate** will be formed and the **Client** will be informed about it. In case of cancellation / suspension or termination of official publication of the public index used for the formation of the **Interest Rate** as specified under the **Agreement**: (a) the **Interest Rate** under the **Agreement** will be formed by the existing public index until the moment when the existing public index should be updated under the terms of the **Agreement**; (b) based on the new public index, the **Bank** will determine/change the supplement rate to the public index established for the formation of the **Interest Rate**. In case of suspension of the official publication of the public index used for the formation of the **Interest Rate** under the **Agreement**, in case of its official publication, the **Bank** has the right to restore the existing public index or continue the formation of the **Interest Rate** with the relevant public index.

## 6. Monitoring and Reporting

- 6.1. During the term of the Agreement he **Client** shall:
- 6.1.1. submit to the **Bank** the quarterly report within 20 (twenty) calendar days from the end of the /relevant calendar quarter and annual report within 30 (thirty) calendar days from the end of the /relevant calendar year;
- 6.1.2. to keep accounting in full compliance with the requirements of International Financial Reporting Standards and the **Legislation**;
- 6.1.3. submit information to the **Bank** regarding any of the events, circumstances and/or facts (including judicial/arbitration disputes, investigation procedures, inspections carried out by regulatory authorities, etc.) associated with the **Client**, which may have a significant effect on the **Client's** activities, finances, assets and/or to prevent the **Client** from performing its contractual obligations fully and properly no later than five (5) calendar days from the receipt of information about such events, circumstances and/or facts;



- 6.1.4. on the basis of the request sent by the **Bank** a reasonable period before, for a certain period of time, allow the **Bank** and/or any **Third Party** determined by the **Bank** in the building/office/enterprise of the **Client** and give access to the **Client's** financial documents, accounting records, documents governing the **Client's** business, and upon request, submit the relevant explanations and conclusions;
- 6.1.5. submit to the **Bank** any requested information/document in the form and contents requested by the **Bank**.

## 7. Security of Obligations and Insurance

- 7.1. Full and timely performance of all obligations to the **Bank** under the **Agreement** and/or **Related Agreement** is secured by **Collateral**, unless otherwise specified under any **Related Agreement** will not be otherwise determined that that only fully and properly fulfillment of one or several obligations under the **Agreement** and/or the **Related Agreement** is/are secured.
- 7.2. All **Collateral** objects shall not have any material or legal defect, meaning as well that, **Collateral** objects shall not be subject to other obligations, mortgages, pledges, seizures, restrictions, prohibitions, third party claims, other legal encumbrances, unless for the exceptions expressly provided under **Constituent Agreement(s)** and/or **Related Agreement(s)**.
- 7.3. If the **Collateral** is the **Deposit** (a) the **Client** 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 **Client** 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 **Client**; (b) and if the term of validity of the **Deposit** agreement 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 as provided under **Deposit** agreement.
- 7.4. If the **Client** fails to repay the **Credit Product Related Charges** (including the Credit Amount), at any time after the payment is due, the **Bank** may use the **Deposit** amount for the fulfilment of the obligations assumed by the **Client** before the **Bank**, including through violation/redemption and/or reduction of **Deposit**.
- 7.5. If during the validity term of the **Agreement** the **Collateral** object 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 **Client** and the **Client** 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**.
- 7.6. The **Bank** shall be authorized to request the change of the **Collateral** object if: (a) the **Collateral** object 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** object, by which the plaintiff demands to terminate or restrict the ownership right of the owner to the **Collateral** object (or its part), in which case the **Client** shall be obliged to satisfy the **Bank's** request of changing the **Collateral** object in a reasonable time.
- 7.7. If a **Collateral** is a property under the financial pledge (including credit claims) and such property or its part will become inaccessible for the **Bank** (including as a result of any administrative rulings), the **Bank** may request the **Client** and the **Client** shall comply with such request and repay/reduce the financial indebtedness derived from the credit product(s) disbursed under the **Constituent Agreement** by the amount of such inaccessible asset(s) (such assets will be appraised by the **Bank**).
- 7.8. If the mortgage is a means of **Collateral**, and the **Bank** cancel the mortgage but not the obligations secured by the mortgage, the **Client** will not be released from the obligations secured by the mortgage, regardless of whether the **Client** could receive payment from the mortgage.
- 7.9. **Provisions for the Pawn Credit Product**
- 7.9.1. 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**.
- 7.9.2. The **Collateral** object of the **Pawn Credit Product** shall be deemed destroyed/hidden by the owner/**Client** in the following cases, in particular the **Collateral** object:
- 7.9.2.1. shall be deemed destroyed if at the time of concluding the **Related Agreement**, the value determined by the **Bank** for the **Collateral** object will be reduced by 30% or more, regardless of whether such reduction is caused by the **Client**/owner of the **Collateral** object;
- 7.9.2.2. shall be deemed hidden if the **Client** does not submit the **Collateral** object to the **Bank** within 2 (two) weeks from the notification by the **Bank** to the **Client** and/or the owner of the **Collateral** object;
- 7.9.2.3. The **Bank** shall be authorized to request the **Client** and/or **Collateral** object change of the **Collateral** object and/or charge the **Client** and/or the owner of the **Collateral** object to compensate the damage in the full amount of the damage caused to the **Bank** (and the **Debtor** and/or the owner of the **Collateral** object shall satisfy the **Bank's** claim within a reasonable period of time, but not more than one month) if any of the following circumstances occur: (a) the **Collateral** object value has been reduced so that it jeopardizes full and proper satisfaction of the **Secured Claim**; (b) the **Third Party** has filed a lawsuit against the owner of the **Collateral** object, by which the plaintiff demands to terminate or restrict the ownership right of the owner to the **Collateral** object (or its part); (c) if it turns out that the surety of the **Collateral** object is not the rightful owner; (d) **Collateral** object turns out to be fake;
- 7.10. **Property valuation**. The **Client** agrees to the full authority of the **Bank**, during validity of the General Credit Line Agreement, the **Bank** employee or a person designated by the **Bank** to evaluate, illustrate the **Collateral** object and draw up a relevant act.
- 7.11. **Insurance**. If under the **Commercial Terms and Conditions, Constituent Agreement** and/or **Annex** concluded by the **Parties**, it is agreed between the **Parties** that the **Owner** shall carry out insurance:
- 7.11.1. The **Client** shall insure, at the request of the **Bank**, all insurable events determined by the **Bank** (which includes the **Client's** life insurance, insurance of the **Collateral** object, the **Client** civil liability insurance, etc.) in favour of the **Bank**, in which case the beneficiary shall be the **Bank** and/or any other **Person** named by the **Bank**;
- 7.11.2. 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(s)**;
- 7.11.3. The **Client** undertakes to:
- 7.11.3.1. provide insurance with a highly reputable insurance company acceptable to the **Bank**;
- 7.11.3.2. submit document(s) confirming the insurance to the **Bank** within 10 (ten) calendar days from the moment of insurance;
- 7.11.3.3. if the one-time validity term of the document confirming insurance is less than the validity term of the **Bank's** claims, submit a new document confirming insurance with updated term(s) within 10 (ten) calendar days before not less than the expiry of the validity term of the current insurance document;

7.11.3.4. 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 cover/reimburse the insured accident/event.

7.11.4. The **Client** gives its consent to the **Bank** to exercise full authority to deduct the premium amounts payable by the **Client** for insurance from the **Credit (Overdraft) Amount** and transfer the premium amounts to the insurer. In addition, if the **Client** 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**.

## 8. Responsibility of the Parties

8.1. If the **Client** fails to fulfil and/or improperly fulfils any of its obligations under the **Agreement** and/or in case of occurrence of any termination event of the **Agreement**, the **Bank** may, at any time, refuse to issue a **Credit Amount** to the **Client**, suspend the **Overdraft**, **Credit Line** and/or other **Credit Products** and waive the **Documentary Operations**.

8.2. If the **Client** fails to fully and properly fulfil the obligations undertaken under the **Agreement** (including delayed payments or failure to pay the **Credit Amount** and/or **Credit Product Related Charges** within the timeframe provided by the payment **Schedule**), the **Bank** may charge and the **Client** shall pay a **Penalty** as provided under the **Agreement**.

8.3. If the **Client** breaches/violates the obligations under the **Agreement** and/or **Related Agreement**, the **Bank** may request the **Client** premature payment of financial indebtedness (including the payment of **Credit**, **Credit Line**, **Overdraft** and/or other similar outstanding indebtedness, accrued Interests (including unearned interest), **Commission Fees** and **Penalties**, as well as any other indebtedness) without termination of the **Agreement** and/or **Related Agreement** or upon termination of the **Agreement** and/or **Related Agreement** and use the rights set forth in 9.5 of the **General Terms of the General Credit Line Agreement**.

8.4. In accordance with the agreement between the **Parties**, the **Credit Amount** may be repaid before the maturity term under the **Agreement (Schedule)** but in such case the **Bank** may charge and the **Client** shall pay the **Penalty** for prepayment and/or **Credit Product** replacement.

8.5. Before **Credit** prepayment and/or **Credit Product** replacement, the **Bank** may request and the **Client** shall submit to the **Bank**, within the timeframe determined by the **Bank** but not later than the date of prepayment of the **Credit** and/or **Credit Product** replacement in the form acceptable to the **Bank**, any information/document that allows direct and/or indirect determination of the source of prepayment of the **Credit**. Furthermore, the **Bank** may consider such prepayment as the repayment with the **Client's** own funds if the **Credit** is repaid by the **Client's** personal income. If the **Client** fails to fulfil and/or improperly fulfils the obligation of submission of information/documents envisaged by the present **Paragraph**, the **Bank** shall consider the **Credit** prepayment and/or **Credit Product** replacement as refinancing with the sources issued by other financial institute(s), commercial bank(s), in which case the **Client** shall pay a **Penalty** for prepayment and/or **Credit Product** replacement of **Credit** determined under the **Agreement**. Based on the information/documentation submitted by the **Client** and/or obtained by the **Bank**, the **Bank** decides at its discretion whether the **Credit** refinancing and/or **Credit Product** replacement took place. Such decision made by the **Bank** restricts the **Client's** right to appeal this decision in a proper manner.

8.6. Payment of any **Penalty** envisaged by the **Agreement** does not release the **Client** from fulfilment of its obligations assumed under the **Agreement**.

8.7. The **Parties** undertake to pay damages (losses) to each other caused by the failure of fulfilment or improper fulfilment of the **Agreement** under the rules established by the **Law** and/or the **Agreement**. In case of violation of the timeframe determined by Paragraph 3.3.9 of the **General Terms of the General Credit Line Agreement**, the **Client** shall pay additional amount of the **Interest** for the period it has been in violation.

8.8. The **Client** agrees and gives its prior consent to the **Bank** to exercise, its own discretion to, the following:

8.8.1. block, in full and/or in part, the funds/balance available on any **Account** of the **Client**, including without limitation the **Service Account**, in order to ensure full and proper fulfilment of the obligations assumed by the **Client** under the **Agreement**;

8.8.2. Debit any/all payables (including the amount(s) of reimbursement for damage(loss)) from any of the **Client's Account** without its further acceptance and use such funds for repayment/reduction of the **Client's** outstanding monetary indebtedness;

8.8.3. if the payable and the funds available on the **Account** are in different currencies, make conversion at the commercial exchange rate applicable/established at the **Bank** on the day of payment, and debit without acceptance the conversion fee from the **Client's Account**.

8.8.4. Setoff the **Client's** obligations to the **Bank** against any obligations of the **Bank** to the **Client**, including due and/or undue obligations (if any).

8.9. The **Bank** shall not be responsible for the restrictions (including tax lien, seizure, etc.) imposed by any government, administrative and/or other authorized organs on the **Client's Accounts**, including the **Service Account**, as a result of which, the **Client** fails to fulfil obligations assumed under the **Agreement** in due and timely manner. The **Client** confirms that such circumstances do not constitute a legal basis for the restriction of the **Bank's** rights determined by the **Agreement**, **Related Agreement** and/or the **Law** and/or does not release the **Client** from its obligations assumed under the **Agreement**, **Related Agreement** and/or the **Law**.

8.10. The **Client** shall not engage/involve in the activities prohibited under the **Law** and prevent its managers, directors, employees, partners, agents and/or representatives from being engaged/involved in the activities prohibited under the **Law**.

8.11. The **Bank** is not responsible for the consequences caused by the change of the mobile phone number registered at the **Bank** by the **Client** and/or the **Client's** representative, alienation, loss of the mobile phone or SIM card, transfer to someone else and any similar circumstances.

## 9. Duration and Termination of the Agreement

9.1. The **General Credit Line Agreement** shall enter into force from date of expression of respective will by the **Parties** (signature by the **Parties** and/or consent giving by the **Parties** through the electronic channels specified by the **Bank**) and shall be valid until the full and proper fulfilment of the obligations undertaken by the **Parties** under the **Agreement**.

9.2. The will to conclude the **General Credit Line Agreement** is properly expressed by the **Parties** if **General Credit Line Agreement**: (a) is signed or (b) by giving consent (including via the **Bank**-defined remote channels, Internet Banking, Mobile Banking short text message (SMS) or other channels). Such consent shall have the same legal force as the signature on the material document.

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

9.3.1. by the **Bank** before the expiry of the validity term, provided that:

9.3.1.1. the **Agreement** provides the fulfilment of obligations (repayment of the **Credit Amount** and/or **Credit Product Related Charges**) by the **Client** through instalments and the **Client** breaches the obligation to repay the **Credit Amount** and/or **Credit Product Related Charges** in due and timely manner, twice in a row, and such breach will not be rectified within 14 (fourteen) calendar days from sending the relevant notice by the **Bank**; and/or

9.3.1.2. the **Client** fails to perform/fulfil any other obligations (including the **Representations and Warranties, Purpose**, any provision and/or other obligation) envisaged by the **Agreement** (including the **Commercial Terms and Conditions**) in due and timely manner and/or **Related Agreement** except for the obligations envisaged by Paragraph 9.3.1.1 of the **General Terms of the General Credit Line Agreement**;

9.3.1.3. the **Client** does not fully and promptly fulfill any monetary obligation arising from other transaction(s) to any creditor (including the **Bank**), if the due date of such monetary obligation exceeds 30% of the total amount of claims against the **Client** and such breach will continue for 15 (fifteen) calendar days;

9.3.1.4. the economic situation in the country has deteriorated and/or the **Bank** considers the existing market conditions as a significant threat to the solvency of the **Client**, the Party of the **Related Agreement**, the owner of **Collateral**/property and/or the surety, guarantor (if any);

9.3.1.5. occurrence of any termination event of the **Agreement** under the **General Credit Line Agreement, Commercial Terms and Conditions** and/or **Constituent Agreement**;

9.3.1.6. at the expiry of the validity term of the **Constituent Agreement**, the **Client** does not have any outstanding obligations before the **Bank**, including the indebtedness related to the **Credit Product Related Charges**;

9.3.2. under written agreement between the **Parties**;

9.3.3. in any other cases provided under the **Agreement** and/or the **Law**.

9.4. For the purposes of the present Article, full termination of the **Agreement** means the termination of the **General Credit Line Agreement**, which shall automatically result in fully termination of all **Constituent Agreements** concluded on the basis of it, while partial termination means termination of one or several **Constituent Agreements**, which does not result in termination of the **General Credit Line Agreement**.

9.5. If the **Agreement** is terminated in full or in part or in cases set forth in Paragraph 8.3 of the **General Terms of the General Credit Line Agreement**:

9.5.1. accrual of **Interest** and **Penalty** shall continue in accordance with the terms and conditions determined by the **Agreement**;

9.5.2. The **Client** shall repay any outstanding liabilities/obligations, including the **Credit Amount** and/or **Credit Product Related Charges**, reimbursement for 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**;

9.5.3. The **Bank** may, at its own discretion: (a) start enforcement or mandatory enforcement in relation to any movable and/or immovable property of the **Client**, as well as on intangible property; and/or (b) start enforcement or mandatory enforcement in relation to the **Collateral** (if any) and/or (c) take into ownership the **Collateral** and/or (d) start enforcement on the property of the person(s) (surety, guarantor, etc.) under the **Related Agreements**; and/or (e) to fully or partially make deduction (netting) of mutual claims including of claims whose performance date are note due at the moment of such deduction. If the respective parties have more than one claim against each other, each of them shall be used to deduct the mutual claims, anyway the need and/or priority of the deduction of the mentioned claims is determined by the **Bank** and at its own discretion. If the claims are in different currencies, the **Bank** is authorized to carry out the claims deduction at the commercial rate determined by the **Bank** at the time of such deduction. And/or

9.5.4. The **Bank** shall be released from fulfilling any obligations to the **Client**.

9.6. *Submitting of claim and selection of property during the enforcement.* 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 provided under **Related Agreements**.

9.7. Provided that more than one financial obligation of the **Client** are due, the **Client** authorizes the **Bank**, to determine the priority and order of the payments due at the **Bank's** own discretion.

9.8. If by the time of taking the **Collateral** into ownership, the value of the **Collateral** and/or the proceeds/amounts received from the realization of the **Collateral** or other property is not sufficient to fully cover the obligations under the **Agreement** (including without any limitation the **Credit Amount** and/or **Credit Product Related Charges**), the **Client** shall be liable for the remaining indebtedness (for payments); The same rule applies to (a) insolvency proceedings, meaning as well, that if the purchase price of the **Collateral** at an auction will be less than the **Bank's** claim and after satisfying the **Bank's** claim with the amount received from the sale of the **Collateral** the **Bank's** claim will be still considered as secured and the **Bank** as a secured creditor; and (b) the expenses that may be incurred by the **Bank** in the process of realization of **Collateral** object.

9.9. Notwithstanding the provisions of Paragraph 9.8 of the **General Terms of the General Credit Line Agreement**, the **Bank's** claim for the **Pawn Credit Product** deems to be satisfied if in respect to the **Collateral** securing this **Pawn Credit Products** relevant enforcement measures will be completed (including the sale and / or acquisition of the property). Such rule given under this Paragraph does not apply if there are any of the following circumstances: (a) in the case of a pawn **Credit Product**, the **Law** allows (is not restricted) the agreement between the **Parties** to a rule different from the above condition (in such a case, the rule provided under Clause 9.8 of this **General Terms of the General Credit Line Agreement** shall apply); (b) loan **Collateral** object of the **Pawn Credit Product** of the product will be damaged, destroyed, hid in any form. For avoiding of any misunderstanding, the restriction under this Paragraph (scope of **Bank's** claim satisfaction) does not apply to other **Credit Product(s)** issued under the **General Credit Line** if such **Credit Product(s)** is/are issued on the basis of solvency analysis.

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

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

## 10. Governing Law and Dispute Resolution

10.1. The **Agreement** shall be regulated and interpreted in accordance with the Georgian law. In cases that are not provided under the **Agreement**, the **Parties** will be guided by the norms governing the relevant relationship established by the **Law** and/or additional agreed conditions. The **Parties** agree that the legal address of the **Bank** is considered the place of performance of the **Agreement**.

10.2. Any dispute arising in relation to this **Agreement** and/or **Related Agreement** shall be resolved with amicable negotiations between the **Parties**.

10.3. If the **Parties** fail to settle the dispute, they shall apply to the court according to the legal address of the **Bank**.

## 11. Rules for submitting of Claim to the Bank

11.1. If the regulation on providing necessary information to customers applies to the terms and conditions of the relevant **Agreement**, in case of complaints regarding the rendered banking services, the **Client** 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](http://www.libertybank.ge) and/ or at the e-mail address [consumerprotection@libertybank.ge](mailto:consumerprotection@libertybank.ge) of the **Bank**, within 30 (thirty) calendar days after arising the complaint, under the procedures established by the **Bank**.
- 11.2. Maximum period for consideration of the complaint by the **Bank** and receipt of the relevant response from the **Bank** shall be 1 (one) month.
- 11.3. The **Client** may find the procedure for consideration of complaints by the **Bank** on its website at [www.libertybank.ge](http://www.libertybank.ge).

## 12. Communication

- 12.1. Any communication between the **Parties** made in writing and delivered to the other **Party** directly to the contact data indicated in the **Agreement**, and/or **Related Agreement(s)**, 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:
- 12.1.1. The notice sent by the **Client** 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 **Client**;
- 12.1.2. The notice sent by the **Bank** to the **Client** by courier (including registered mail and/or court courier) shall be deemed to be delivered on the day of delivery to the **Client**; 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 **Client's** address;
- 12.1.3. If the notice sent to the **Client** by courier (including registered mail and/or court courier) fails to be delivered to the addressee, such notice sent by the **Bank** shall be deemed delivered on the following calendar day of its repeated sending.
- 12.1.4. The notice sent by the **Bank** to the **Client** 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 **Client's** e-mail server, and in case of absence of such confirmation, on the following calendar day;
- 12.1.5. The notice sent by the **Bank** to the **Client** 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.
- 12.1. If the **Client** does not notify the **Bank** in advance regarding any changes in the contact data provided under the **Agreement** and/or **Related Agreement** (including any details determined by the **Agreement** and/or **Related Agreement**), and the person at a correspondence address refuses to accept the notice sent on the basis of the **Agreement** and/or **Related 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.
- 12.2. If the **Client's** contact data are not specified in the **Agreement** and/or **Related Agreement** or the notice cannot be delivered to the addressee after the second attempt, the **Bank** may inform the **Client** through public announcement (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 **Client** to process its personal data for the above purpose and to the above extent.
- 12.3. Communication between the **Parties** is carried out in Georgian, however, the **Bank** is authorized to communicate with the **Client** in another language acceptable to the **Client**.
- 12.4. The **Bank** is authorized to communicate with the **Client** for various purposes. Accordingly, notice to the Borrower (both written and verbal) may be informative (a) (e.g., information on transactions on the **Client's** account, delivery of access codes to the **Client**, 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**.
- 12.5. The **Bank** is entitled to use any contact information about the **Client** recorded at the **Bank** or the the information provided by the third parties upon **Client's** consent. The contact information of the **Client** 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.
- 12.6. The **Client** is responsible for any consequences that may result from the use of contact information as a result of a breach of privacy. If the **Client** does not wish the **Bank** to use any of the contact data, the **Client** shall address this request to the **Bank** in writing.

## 13. Confidentiality and Personal Data

- 13.1. ***If the Client is an individual***
- 13.1.1. **Data Processing.** The **Client** 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 13.1.10, process the information related to the **Client**, including the **Client's** personal data.
- 13.1.2. **Data Processing** shall include, without limitation, any operation performed on data by automatic, semi-automatic or non-automatic means, including acquiring of data from the **Client** or/and **Third Parties** determined under **Annex# 1** to the present **General Terms of the General Credit Line Agreement**, 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 General Terms of the General Credit Line Agreement) by transmission, dissemination or otherwise making the Data accessible, grouping or combination, blocking, erasure or destruction.
- 13.1.3. The **Bank** and/or the **Third Parties** (including the data processors authorised by the **Bank**) shall process the information concerning the **Client** or/and third parties indicated by the **Client** under the present **General Terms of the General Credit Line Agreement** in accordance with certain purposes which may include but is not limited to processing of the following information (including personal data):
- (i) Name and surname;
  - (ii) Date and place of birth;
  - (iii) Personal identity number and/or unique characteristics of his/her electronic personal identity card, Photo/Visual Image;
  - (iv) Citizenship;
  - (v) Gender;
  - (vi) Registered and/or actual place of residence;
  - (vii) Telephone/ mobile number;
  - (viii) Electronic mail address;
  - (ix) Income information and Credit history (both negative and positive, including current and/or former liabilities, loans and repayment details) and solvency status (the **Client's** solvency point, criteria and/or methodology);
  - (x) Movable and immovable property owned and/or held by the **Client** as well as their characteristics and the **Client's** other assets;



- (xi) Information related to the employer, as well as the employment terms and conditions (place of employment, salary, working hours, etc.);
- (xii) 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;
- (xiii) 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;
- (xiv) Information accumulated at various payment providers related to the **Client's** account/subscriber (including without any limitation the **Client'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.);
- (xv) 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 **Client** and/or the third parties indicated by the **Client** in the abovementioned channels (including without any limitation the history logins, transactions and any actions made in such channels);
- (xvi) Information related to family members, relatives or other persons residing at the **Client's** address;
- (xvii) Any other information related to the **Client** which enables the identification/evaluation of the **Client** and/or grouping with other clients according to his/her physical, physiological, psychological, economic, cultural or social features and/or the transactional activities determined under the above Paragraphs.

13.1.4. If the **Client** 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 **Client's** assets etc. and the **Bank** processes such information, including personal data, in order to provide Banking Services or for marketing purposes, the **Client** 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 **Client** shall be considered as approved by such person and the **Bank** will not be liable to additionally obtain any such consent. The **Client** 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 **Client** 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.

13.1.5. 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 **Client's** activities (for example, identification of the **Client'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 **Client** and/or the **Third Parties**) indicated by the **Client**.

13.1.6. In order to provide Banking Services and to optimize services, the **Bank** is authorized to make limited information available to the **Client** in case while using LB Pay Device and/or other remote service channel(s), identification of the **Client** is carried out by his/her personal number and/or any other method defined by the **Bank**. This information may include: information about **Client's Banking Product(s)**; current monthly debt of the loan(s) (if any), without displaying total debt; information about **Client's accounts/Banking Cards**; limited information about details of the **Account/Cards**;

13.1.7. The **Bank** shall not be liable for obtaining information about the **Client** by the third parties through LB Pay device(s)/ATM(s) and/or other remote channel(s), by entering information required for **Client** identification (personal number and/or date of birth) on LB Pay Device/ATM.

13.1.8. **Legal basis for data processing.** The **Client** 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 **Client** or of the third parties indicated by **Client** under at least one of the following basis:

- 13.1.8.1. To review the **Client's Application** and/or provide Banking Services;
- 13.1.8.2. To protect the **Bank's** and/or third parties lawful interests;
- 13.1.8.3. To fulfil obligations by the **Bank** prescribed under the applicable **Legislation**;
- 13.1.8.4. To perform activities in the field of public interest, including for the purposes of crime prevention, public safety and law and order protection;
- 13.1.8.5. In other cases, prescribed under the **Legislation**.

13.1.9. If the **Legislation** requires the consent of the **Client** 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 **General Terms of the General Credit Line Agreement** and which together with this application constitutes an entire **Agreement**.

13.1.10. **The Purpose of Data Processing.** The **Bank** and/or the **Third Parties** determined under the present **General Terms of the General Credit Line Agreement** may perform **Data Processing** of the **Client** or third parties specified by the **Client** for various purposes, including without any limitation the following:

- 13.1.10.1. To provide banking services in full and complete manner;
- 13.1.10.2. For proper identification and verification of the **Client**;
- 13.1.10.3. To check the **Client's** creditworthiness;
- 13.1.10.4. To reflect **Client** 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.
- 13.1.10.5. To enable the use of eMoney wallet that comprises a joint service provided by the **Bank** and eMoney. eMoney wallet gives the **Client** 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;
- 13.1.10.6. To provide information to the insurance and audit companies, prospective creditor, regulator, controlling body or regulatory authority in order to protect the legitimate interest of the **Bank** and / or a third party, in cases determined under the applicable Law;
- 13.1.10.7. To improve and develop Services of the **Bank** which implies analysing the information related to the **Client** including analysis of his/her credit history, statistical Data analysis, etc.;
- 13.1.10.8. To prepare and demonstrate various reports, researches and/or presentations;
- 13.1.10.9. To prevent, detect, investigate, and prosecute fraud and / or possible fraud, money laundering and other crimes;
- 13.1.10.10. In the scope of the **Credit Product**, to offer increase in **Credit Product** amount and/or other change in **Credit Product** terms and conditions (including without any limitation the maturity date and interest rate) to the **Client**, that requires checking the **Client's** credit history/solvency;
- 13.1.10.11. To offer new and/or additional credit or non-credit **Products** to the **Client**, that requires checking his/her credit history/ solvency;
- 13.1.10.12. For marketing activities, that implies a periodic offer of various **Products**/services both by the **Bank** and third parties;



- 13.1.10.13. When assigning claims under the **Agreement** to a **Third Party** and/or jointly financing **Credit Product(s)** with other **Person(s)**, and/or transfer the **Agreement** and information about the **Client** obtained within the framework of the Agreement to the relevant interested **Third Party** on the stage of preparation of assignment of the claim /co-financing;
- 13.1.10.14. For other legal purposes or/and in order to properly fulfil obligations prescribed under the applicable Law.
- 13.1.11. **Transfer of information to and request of information from the Third parties.** In order for the **Bank** to fully and properly service the **Client**, data processing requires the transfer of data to the third parties listed under these **General Terms of the General Credit Line Agreement** and/or the request for personal data on the **Client** and/or the third parties indicated by the **Client**.
- 13.1.12. To carry out banking services and to the extent necessary for this purpose, the **Client** authorises the **Bank**, without the prior or additional consent of the **Client**:
- 13.1.12.1. To receive the **Client'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**.
- 13.1.12.2. For the purpose of creditworthiness, to process the information about the **Client** kept in the **Bank** and/or in the **Bureau** in accordance with the rules under the **Legislation**. The **Client** is aware that the **Bank** will collect / process all the credit / non-credit and other relevant information about the **Client**, 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 **Client** and will be available to cooperating users (lending organizations and recipients / suppliers of information) of the **Bureau** in accordance with the **Legislation**. The **Client** is also aware of the rights under the **Legislation** that, at the request of the **Client** (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 the applicable law.
- 13.1.12.3. The Information transferred to and received from the **Bureau** shall be determined by the **Legislation** and may include without any restrictions: the **Client's** identification data, **Agreement** and credit data, information on the **Client'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**.
- 13.1.12.4. **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 **Client** and/or the **Client** named persons (any additional cardholder, sureties, etc.) necessary for the **Bank**, multiple times, in accordance with the **Legislation**.
- 13.1.13. **Direct Marketing.** The **Client** 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 **Client** to the **Bank**. Unless the **Bank** otherwise receives instructions from the **Client** in written and / or electronic form agreed between the **Parties** and/or prescribed by **Legislation**.
- 13.1.14. The **Client** authorises the **Bank**, to transfer and/or disclose the **Client's** personal data or any other confidential information to affiliated parties/authorised Data processors in order to make different marketing offers. Furthermore, the **Client** may at any time require the **Bank** or/and affiliated 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**.
- 13.1.15. For avoidance of any doubt, it shall not be deemed as a direct marketing and the **Client** shall not be authorized to require from the **Bank** to terminate sending of various promotional/information messages if such promotional/information messages are delivered to the **Client** directly at the **Bank** service points (e.g. advertising banner, flyer, verbal offer, etc.) or in the electronic channels possessed by the Bank (associated to the **Bank**)(including ATM, **Internet Bank**, mobile bank, etc.).
- 13.1.16. The **Client** is aware that upon a request to stop offers as a part of direct marketing, only communications related to advertising shall be terminated. **Bank** will further contact the **Client** using the contact Data stored in **Bank**, in respect to the obligations arising within relationship between **Bank** and **Client** (including, for the purposes to inform the **Client** about credit overdue and any other type of debt, as prescribed by applicable law) and to ensure reacting to **Client's** applications or requests and provide different kinds of information
- 13.1.17. **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 or/and when providing remote services.
- 13.1.18. The **Client** shall be informed about ongoing video surveillance and audio recording at the **Bank's** place of business. The **Client** acknowledges the necessity of video surveillance and audio recording and therefore, gives his/her consent with respect to data processing.
- 13.1.19. **Copyright.** The **Client** agrees that the information (printed, audio and video) provided by the **Client** through the **Bank's** web-site, Internet Banking, Mobile Bank, mobile applications and other electronic channels, unless such information belongs to the **Client's** personal data, shall be considered the **Bank's** property and the **Bank** shall obtain full copyright on information as of the moment the **Client** has provided such information.
- 13.1.20. **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.
- 13.1.21. 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 **General Terms of the General Credit Line Agreement**) in accordance with the purposes determined under Part III 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 Laws.
- 13.1.22. Data processing of information submitted by the **Client** 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 **Client**. Such information shall be maintained by the **Bank** in accordance with the **Bank's** goals and interests, regulatory requirements and/or applicable Law.
- 13.1.23. Upon **Client's** request, the **Bank** shall provide the information related to the **Client's** personal data in accordance with the volume determined under the applicable Law. The **Bank** may apply service fee for submission of such information unless free submission of information is determined under the applicable Law.
- 13.1.24. If the **Client** considers that the information stored at the **Bank** is not accurate or full, he/she shall promptly inform the **Bank** in a written form.
- 13.1.25. Unless the applicable Law provides otherwise, the **Client** may not request the **Bank** to erase the **Client's** personal data accumulated at the **Bank**.
- 13.1.26. The **Client** shall protect the confidentiality of identification data (including access codes). The **Client** confirms and undertakes to immediately notify the **Bank** about the loss of the mobile phone and/or its (mobile phone) number, cancellation of ownership of the phone number by the **Client**, alienation, transfer to another person and/or other such changes that may affect the safe providing of services by the **Bank** to the **Client**.

### 13.2. *If the Client is a legal entity or other organizational entity*

13.2.1. Each **Party** shall not disclose and/or transfer any **Confidential Information** to the **Third Party** during the validity term of the **Agreement** and/or **Related Agreement** and after termination of the contractual relations.

13.2.2. The following information shall not be deemed as confidential: (a) the information which is/will become public in accordance with the **Law**; (b) the information, the disclosure of which is allowed by the owner of **Confidential Information** and/or there is an agreement between the **Parties**; (c) the information, which will be disclosed in cases envisaged by the **Law**, including to satisfy **Third Party** lawful claims.

13.2.3. The **Client** agrees and authorizes the **Bank** with irrevocable right/authority, to transfer, at its sole discretion, to **Third Person** for keeping and processing and/or request, receive from **Third Person** and process the **Confidential Information** regarding the **Client** for the following purposes: (i) to monitor the **Client**; (ii) to collect and record financial/information-analytical data related to the **Client**; (iii) to render, offer the service to the **Client**, direct marketing (advertising) and/or, (iv) for other purposes envisaged by the **Law**, including:

13.2.3.1. to receive personal data of the **Client** from the electronic database of the LEPL - State Services Development Agency under the procedure established by the **Law** necessary for the **Bank** for the purpose of repeated rendering of the banking services and to the extent necessary for fulfilment of such purpose;

13.2.3.2. when assigning the claims, including without any limitation by syndication, arising out of the **Agreement** to the **Third Party**, and/or at the stage of preparation of assignment /syndication, transfer any information about the **Client** received as a result of the **Agreement** to the **Third Party** concerned;

13.2.3.3. in order to protect its lawful interests and/or confirm factual circumstances, transfer any information about the **Client** (give a public notice, make a publication, etc.) including the personal data (if any) of the **Client** to the **Third Party** concerned (court, investigation bodies, etc.).

13.2.3.4. to process the information regarding the **Client** maintained with the **Bank** and/or credit information the **Bureau** in accordance with the terms and conditions envisaged by the **Law** for the purposes of analysing the **Client's** incomes.

13.2.4. The **Client** is aware that subject to the scope envisaged by the **Law** and granted by the **Agreement** the **Bank** will collect/process all credit, non-credit and other relevant information regarding the **Client** for transferring such information to the **Bureau** and receiving the information from the **Bureau** under the terms and conditions envisaged by the **Law**. The abovementioned information will be processed for the purpose of analysing the **Client's** incomes and will be available for the users of the **Bureau** under the terms and conditions envisaged by the **Law** (the organizations issuing credits and the persons receiving/transferring the information).

13.2.5. the **Client** acknowledges the authorities envisaged by the **Law**, that in case of the **Client's** (including subject of data) request, the data processor is obliged to rectify, renew, add, block, delete or destroy the data, if they are non-complete, incorrect, are not renewed or data collection and processing were made in violation of the **Law**.

13.2.6. The information to be transferred to the **Bureau** and to be received from the **Bureau** is determined by the **Law** and shall include without any limitation: identification data of the **Client**, the terms and conditions/data of the **Agreement** and the **Credit Product**, the information on indebtedness already fulfilled/to be fulfilled, the volume and due date of such indebtedness, the information regarding the security collateral, the information related to the surety, other information envisaged by the **Law** and/or the agreement concluded between the **Bank** and the **Bureau**.

13.2.7. By concluding the **General Credit Line Agreement** the **Client** grants to the **Bank** the authority to process the personal data of the sureties and the owners of the **Collateral**, the representatives, the members of the management and the supervisory bodies, the shareholders/partners and the beneficial owners of the **Client**, for the purpose of checking their solvency and confirms, that prior to granting to the **Bank** the abovementioned authority it has obtained all necessary consents/permits from the persons mentioned in this Paragraph in accordance with the terms and conditions envisaged by the **Law**.

13.2.8. In the cases envisaged by Paragraph 13.2 of the **General Terms of the General Credit Line Agreement**, the **Bank** may process the information repeatedly for the terms and to the extent as may be necessary to achieve the goals determined by the **Agreement** and/or **Related Agreement**, unless it violates the **Law**.

### 13.3. *Providence of information to the party of the Agreement and Related Agreement*

13.3.1. By concluding the **General Credit Line Agreement** the **Client** agrees and grants irrevocable authority to the **Bank**, that the **Bank** may at its sole discretion provide to any **Client** of the **Agreement** (if there are several **Clients**) as well as to a related party to the **Related Agreement** (Mortgage, Mortgage, Guarantee, etc.): (a) the **Agreement**, (b) Documentation to the **Agreement**, (c) information about the **Events** which, in the **Bank's** discretion, may cause the termination of the **Agreement**; (c) information about any obligations under the **Agreement** as well as the performed financial obligations (including in the form of an **Account** statement).

## 14. Multiplicity of Clients

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

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

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

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

14.3. Each **Client** may use the **Credit Products** offered under the **General Credit Line** and conclude a **Constituent Agreement** with the **Bank** both jointly and independently. Accordingly, each **Client's** joint liability shall extend to the obligations undertaken by the present **General Credit Line Agreement**, such **Constituent Agreement** and any other agreements concluded in connection with the **Agreement**, whether or not the **Client** is a signatory to such other agreement(s) (including specific **Constituent Agreement**).

14.4. The Liquidation (in the case of legal entities or other organizational formations) death, legal incapacity and/or restricted capability of one of the **Client** shall not exempt the **Client(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**) under by the **Agreement** and/or **Related Agreement**. Anyway it does not limit the right of the **Bank** and the **Client** to conclude a **Constituent Agreement** within the framework of the **General Credit Line Agreement** and assume additional obligations by the **Client** to the **Bank**.

14.5. Debt relief by the **Bank** for one or more **Clients** does not release other **Client(s)** from full performance of obligations under the **Agreement**, as well as **Related Agreements**, at the same time, it implies that the share of relieved **Client(s)** will not be deducted from the **Bank's** claim.

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

14.7. 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 the **Law** by the **Client**) to one of the **Clients**, this shall not apply to other **Client** and shall not release/exempt them from their respective obligations.

14.8. If a **Constituent Agreement** is concluded with one or more **Clients**, in such a case, the issuance of the **Credit Product** (or any part/tranche thereof) does not require the other **Clients** consent and the obligation to inform about the issuance of the **Credit Product** (or any of its parts/tranches) remains with the **Client** concluded the relevant **Constituent Agreement** with the **Bank**.

## 15. Other Conditions

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

15.2. The **Client** 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 (including performance in advance, performance of due and/or future obligation) under the **Agreement**.

15.3. 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.

15.4. If the **Bank** does not use/exercise any of the right(s) (including the right(s) due to the violation/breach by the **Client** 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, any and all rights that are granted to the Party as a result of full or partial violation/breach of the Agreement and/or Law by the other Party shall be cumulative and added to all other rights granted under the Agreement and/or Law.

15.5. All article(s)/paragraph(s)/subparagraph(s) in the **Agreement** are numbered and titled for the purpose of better understanding of the contents of the **Agreement** and does not affect the interpretation of the terms and conditions thereof.

15.6. Words used in the singular in the **Agreement** and/or other related agreements shall mean the plural and vice versa.

15.7. The **General Credit Line Agreement** is drawn up in the Georgian language, the **General Terms of the General Credit Line Agreement** of which are placed on the **Bank's** website: [www.libertybank.ge](http://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 **General Credit Line Agreement** and its **General Terms of the General Credit Line Agreement** drawn up in the Georgian language shall prevail to the copies of the **General Credit Line Agreement** and its **General Terms of the General Credit Line Agreement** drawn up in the other language.

15.8. Information placed on the **Bank's** website and/or in other information sources/channels of the **Bank** 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 director or 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.

15.9. If the will of the **Parties** to enter into any **Agreement**, including the **Constituent Agreement**, is expressed by the signature of the parties, the **Client** shall to sign each page of all copies of the relevant **Agreement** (including their **annexes**). However, failure to fulfill this obligation by the **Client** cannot be the ground for making the relevant **Agreement** or their specific part doubtful or disputable.

15.10. It is not allowed to make any corrections by hand (including pen and/or other writing tools) to any **Agreement**, any such corrections will be considered null and void and will not affect the interpretation of the **Agreement** term(s).

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

<p>1. The <b>Bank</b> strictly protects the confidentiality of the information related to the <b>Client</b> including personal data. The <b>Bank</b> is authorised to transfer <b>Client's</b> the data to the third parties as mentioned below (hereinafter - the <b>Third Parties</b>) to and / or request such information from the <b>Third Parties</b> (a) to the extent necessary for the purposes of providing services and / or (b) if it serves the legitimate commercial purpose of the <b>Bank</b>.</p>	<p>Data is transferred or disclosed for:</p>
<ul style="list-style-type: none"> <li>• The list of <b>Bank's</b> partner companies, persons, including financial organizations, insurance companies, international financial institutions, with which the bank cooperates commercially and/or provides services with joint products, financing, including within the framework of state projects.</li> </ul>	<ul style="list-style-type: none"> <li>• To serve with joint products;</li> <li>• For the purpose of joint financing;</li> <li>• Performing the service properly;</li> <li>• Making a marketing offer to you (the <b>Client</b>) by the <b>Bank</b> and/or the <b>Third Parties</b></li> <li>• The purpose permitted by the <b>Legislation</b> (for example identifying the <b>Client</b>);</li> <li>• The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection;</li> </ul>
<ul style="list-style-type: none"> <li>• 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"> <li>- The National Bank of Georgia;</li> <li>- Financial Monitoring Service of Georgia LEPL;</li> <li>- National Agency of Public Registry LEPL;</li> <li>- Public Services Development Agency LEPL;</li> <li>- Revenue Service LEPL and other tax authorities;;</li> <li>- Social Service Agency LEPL;</li> <li>- Service Agency of MIA of Georgia LEPL;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Performing the service properly;</li> <li>• The purpose permitted by the <b>Legislation</b> (For example identifying the <b>Client</b>);</li> <li>• The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection;</li> </ul>
<ul style="list-style-type: none"> <li>• Credit bureaus and/or debt collection organizations, which including but not limited to:             <ul style="list-style-type: none"> <li>- Creditinfo Georgia JSC (Identification Code: 204470740) and/or other entity with similar activities;</li> <li>- 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.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Performing the service properly;</li> <li>• Making a marketing offer to you (the <b>Client</b>) by the <b>Bank</b> and/or the <b>Third Parties</b>;</li> <li>• The purpose permitted by the <b>Legislation</b> (For example identifying the <b>Client</b>);</li> <li>• The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection.</li> </ul>
<ul style="list-style-type: none"> <li>• International and local payment service operators, which including but not limited to:             <ul style="list-style-type: none"> <li>- International Payment System Operator VISA Inc;</li> <li>- International Payment System Operator MASTERCARD Incorporated;</li> <li>- International Payment System Operator UnionPay;</li> <li>- 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.);</li> <li>- 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 <b>Bank's</b> involvement, for example Telasi JSC, Georgian Water and Power LLC and so forth.);</li> <li>- 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 <b>Bank's</b> website <a href="http://libertybank.ge">http://libertybank.ge</a></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Performing the service properly (including the execution of payment operations);</li> <li>• The purpose permitted by the <b>Legislation</b> (For example identifying the <b>Client</b>);</li> <li>• The purpose of other legitimate commercial interest in compliance with the requirements of Law of Georgia on Personal Data Protection.</li> </ul>
<ul style="list-style-type: none"> <li>• The <b>Bank's</b> contractors and/or corporate clients, which use the <b>Bank's</b> payment service for accepting the payments (billing) of their own clients (subscribers), including but not limited to:             <ul style="list-style-type: none"> <li>- Telasi JSC;</li> <li>- Georgian Water and Power LLC</li> <li>- Kaztransgas-Tbilisi LTD and other entities listed on a <b>Bank</b>-administered payment website:- <a href="http://pay.ge">http://pay.ge</a>.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Performing the service properly (including the execution of payment operations);</li> <li>• Making a marketing offer to you (the <b>Client</b>) by the <b>Bank</b> and/or the Third Parties;</li> <li>• The purpose permitted by the <b>Legislation</b> (For example identifying the <b>Client</b>);</li> </ul>

- 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 **Client** 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.