

General Terms of the Pledge Agreement

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1. Definition of Terms

- 1.1. Unless otherwise defined by the **Pledge Agreement** or otherwise stated in its context, the following terms in the **Pledge Agreement** shall have the following meanings
- 1.1.1. **Account** – the account(s) of the **Pledger** maintained at the **Bank**;
- 1.1.2. **Bank** – JSC Liberty Bank (ID# 203828304), which is the **Party** (Pledgee) to the **Pledge Agreement**;
- 1.1.3. **Bureau** - credit information bureau(s);
- 1.1.4. **Representations and Warranties** – the representations and warranties of the **Pledger** set forth under paragraph 2 of the **General Terms of the Pledge Agreement**. The representations and warranties of the **Pledger** under the **Pledge Agreement** as well and/or under the agreements(s) concluded within it;
- 1.1.5. **Annex** – any annex (including and not only the **Description of the Pledge Object**), which specifies, amends and/or terminates the **Pledge Agreement** and/or the terms and conditions thereof. **Annex** represents an integral part of the **Pledge Agreement**;
- 1.1.6. **Deposit** – Cash funds placed on any type of account, including a deposit, deposit certificate and/or other type of deposit product;
- 1.1.7. **Pledge Object** – the movable property (with its fruits), including but not limited to vehicle(s), intangible assets, claims, rights, trademark, license, stocks, shares, cash funds, securities, other financial instruments, determined under **Annex(es)** and/or the **Pledge Agreement**, **Financial Pledge Object** as well, that are jointly and separately the security mean for the **Bank's** claim;
- 1.1.8. **Pledge Right** - the right granted to the **Bank** under the **Pledge Agreement**, in case of non-fulfillment and/or improper fulfillment by the **Debtor** the obligations arising out of the **Principal Agreement**, to satisfy its claim(s) against the **Debtor** through the sale, taking into the ownership and/or other use of the **Pledge Object**;
- 1.1.9. **Pledge Agreement** – the combination of **General Terms of the Pledge Agreement**, the application(s) submitted by the **Pledger** to the **Bank**, the pledge agreement (included **Financial Pledge Agreement**) concluded by the **Parties** and/or any additional application(s)/annex(es) that are concluded/will be concluded in connection with the **Pledge Agreement** and represents an integral part thereof;
- 1.1.10. **General Terms of the Pledge Agreement** – the main terms of the **Pledge Agreement** provided under this document, which is an integral part of the **Pledge Agreement** and is placed on the **Bank's** website: www.libertybank.ge
- 1.1.11. **Law** – 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;
- 1.1.12. **Confidential Information** – unless otherwise provided under the **Pledge 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 **Pledge Agreement**) and/or other important information/documentation;
- 1.1.13. **Registry** – the Legal Entity under Public Law – National Agency of Public Registry under the management of the Ministry of Justice of Georgia, the Legal Entity under Public Law – Service Agency of the Ministry of Internal Affairs of Georgia under the management of the Ministry of Internal Affairs of Georgia, Registrar of Securities, their legal successors and/or other registering entities/subjects defined by the **Law** that carry out including but not limited to the registration of the rights and/or obligations under the **Pledge Agreement** of the **Parties** with the registry in connection with the **Pledge Object**.
- 1.1.14. **Owner** - the owner of the item(s) submitted to secure the **Financial Pledge Object** (that at the same time is or will be the **Bank's** security object in the future and/or is/will be in the actual possession of the **Bank**).
- 1.1.15. **Pledger** – the pledger of the **Pledge Object** as defined under the **Pledge Agreement**, who is a **Party** to the **Pledge Agreement**;
- 1.1.16. **Third Party** – any **Person** other than the **Parties** to the **Pledge Agreement**;
- 1.1.17. **Debtor(s)** - existing and/or future party(ies) to the **Principal Agreement**, whose obligations to the **Bank** are secured by the **Pledge Object** and/or **Financial Pledge Object**;
- 1.1.18. **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;
- 1.1.19. **Pawn Credit Product** – A **Credit Product** issued by the **Bank** to a natural person (including an individual entrepreneur) without a solvency analysis;
- 1.1.20. **Party/Parties** – the **Bank** and/or the **Pledger** as the context requires;
- 1.1.21. **Penalty (Fine)** – the amount of money under the **Pledge Agreement**, which shall be paid by the **Party** if it fails to fulfill and/or unduly fulfills its obligations.
- 1.1.22. **Person(s)** – individual(s), legal entit(ies)y (including legal entit(ies)y under public law), non-entrepreneurial (non-commercial) legal entit(ies)y and/or other organizational formation(s) created on the basis of the **Law**.
- 1.1.23. **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;
- 1.1.24. **Collateral** – any facilities (mortgage, pledge, surety, bank guarantee, etc.) by which the full and timely fulfillment of the Secured Claim to the **Bank** is ensured.
- 1.1.25. **Secured Claim** – the **Bank's** claim arising out of the **Principal Agreement** (including other agreement(s) associated with the **Principal Agreement**), **Pledge Agreement** as well. The **Secured Claim** is variable and includes the current or future and/or conditional claims against the **Debtor(s)**, including but not limited to the withdrawn principal credit amount, interest rate, commission fees, penalty, the amounts of reimbursement of damage/loss, also the expenses of maintenance of the **Pledge Object**, court/arbitration enforcement expenses and expenses related to the sale of **Pledge Object**, service of specialist and/or other expenses determined by the **Law**. The **Secured Claim** is also all claims of the **Bank** (including related to the credit product actually received and / or used by the **Debtor**) arising from the termination (annulment as well) of the **Principal Agreement** and/or any, several or all agreement(s) entered in the scope of the **Principal Agreement**.
- 1.1.26. **Financial Pledge Object** - intangible assets, claims, rights, trademark, license, stocks, shares, cash funds, securities, other financial instruments (including, the precious metal jointly with its fruit counted on the account), determined under **Annex(es)** and/or the **Financial Pledge Agreement**, that are jointly and separately the security mean for the **Bank's** claim;
- 1.1.27. **Financial Pledge Agreement or Agreement** – the combination of the application(s) submitted by the **Pledger** to the **Bank**, the financial pledge agreement concluded by the **Parties** and/or any additional application(s)/annex(es) that are concluded/will be concluded in connection with the **Financial Pledge**

Agreement and represents an integral part thereof; The financial pledge agreement provides for existence of the financial pledge the security with **Financial Pledge Object** or the ownership transfer of the financial pledge;

1.1.28. **Jewelry** – Precious metal, precious stone, goods made of precious metal(s) and/or **gemstones**;

1.1.29. **Principal Agreement** – the agreement(s) defined as such under the **Pledge Agreement** (including the current and/or future annexes, amendments and/or additions to the **Principal Agreement**) and all other agreement(s) associated thereto (agreements concluded or to be concluded on the basis of the **Principal Agreement**, parties of which are the current and/or future **Debtor(s)**, representing the basis for **Secured Claim**.

2. Representations and Warranties

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

2.1.1. the **Pledger** 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 **Pledge Agreement**;

2.1.2. it is a lawful and true owner lawfully possessing the **Pledge Object** on the basis of the authentic right;

2.1.3. the **Pledger** is aware and confirms that: (a) the **Pledge Object** is pledged in favor of the **Bank** to secure the existing **Secured Claims** to the **Debtor**, (b) possible amount of claim that is ensured by the **Pledge Object** in favor of the **Bank**, (c) the terms of the **Principal Agreement** (including all changes and/or additions made to it);

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

2.1.5. the **Pledger** 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 **Pledge Agreement**;

2.1.6. the **Pledger** 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 **Pledge Agreement**;

2.1.7. In order to enter into a **Pledge Agreement**, the information submitted to the **Bank** is true and accurate, and the submitted documents are the complete and current/valid editions;

2.1.8. In order to enter into a **Pledge Agreement**, the **Bank** and/or **Third Persons** have not carried out any violence, intimidation/threaten, deception, misleading and/or any other influence on the **Pledger** and/or its relatives for the purpose of concluding the **Pledge Agreement**, and the **Bank** has not abused its market power;

2.1.9. the **Pledger** is aware of the type and volume of claims arising out of the credits, for which it encumbers with pledge the **Pledge Object** in favour of the **Bank**. The **Pledger** is aware of and agrees to the fact that the volume/amount of **Secured Claim** may increase due to the changes/amendments and/or additions made to the **Principal Agreement** (including the agreements associated thereto and annexes) and in case of non-fulfillment and/or improper fulfillment by the **Debtor(s)** of the obligations envisaged by the **Principal Agreement** (including the agreements associated thereto and annexes);

2.1.10. the **Pledger** is aware of the **Principal Agreement**, other agreement(s) associated thereto and/or annexes and agrees with the terms and conditions of them;

2.1.11. the **Pledger** guarantees that it will read the texts of changes/amendments and additions to the **Principal Agreement**, the agreement(s) associated thereto and/or annexes in future;

2.1.12. the **Pledge Object** does not have any legal defect (except the one envisaged by **Annex(es)** to the **Pledge Agreement** and acceptable to the **Bank**, if any), including but not limited to seizure, pledge or other encumbrance;

2.1.13. the **Pledge Object** does not have any characteristic, the reveal of which may lead to the destroy, damage, spoiling or value reduction of the **Pledge Object**. The **Pledge Object** is suitable for use, it is not withdrawn from civil turnover;

2.1.14. If the **Collateral** is the **Deposit** the **Pledger** 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 **Pledger** 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 **Pledger**;

2.1.15. the **Pledger** shall immediately notify the **Bank** of any circumstance(s) that may result in violation of the **Representations and Warranties** under **Pledge Agreement** and/or any obligations assumed under the **Pledge Agreement**.

2.2. The **Parties** acknowledge and agree that they conclude the **Pledge Agreement** based on the **Representations and Warranties** and hold them to be the terms and conditions of the **Pledge Agreement**. Accordingly, violation of the **Representations and Warranties** shall be deemed as the sufficient grounds for the **Bank** to request to cover any credit product (in full or in part) issued within the **Principal Agreement** prematurely and/or to unilaterally waive to perform any or all obligations provided under the **Principal Agreement** (which includes without any restriction the issuance of credit). In case of recall/demand back the credit product by the **Bank**, any credit product received within the **Principal Agreement** shall immediately be repaid/returned along with interests accrued thereon and penalties imposed, if any. If the **Bank's** such claim is not satisfied, the **Bank** is authorized to satisfy its claim against the **Debtor(s)** by selling and/or otherwise disposing the **Pledge Object**.

3. General Terms and Conditions of the Pledge

3.1. **Origination and registration of the pledge.** If the legislation provides for the mandatory registration of the **Pledge Right** for the arising of the **Pledge Right** with the corresponding type of pledge, the **Bank** is authorized to ensure the registration by the following ways: (a) to sign the **Pledge Agreement** in the presence of the **Parties** directly with the authorized representative of the **Registry** or (b) to conclude the **Pledge Agreement** notarially or (c) with another form as provided under the **Law**.

3.2. If the **Pledge Agreement** is concluded notarially the **Pledger** shall ensure the registration of the **Pledge Right** with the **Registry** within 5 (five) calendar days after the signature of the **Pledge Agreement**. Anyway, the **Bank** is authorized to apply to the **Registry** for the registration of the **Pledge Right** during or after expiration of the above term.

3.3. If changes/amendments and/or additions to the **Pledge Agreement** require registration with the **Registry** due to their content (replace the claim with the other claim, change the rank of the **Pledge Right**, make amendments to the **Principal Agreement** without changing the previous record of the **Pledge Right**) the **Pledger** shall ensure the registration of change(s)/amendments and/or addition(s) with the **Registry** under the rules set forth in this article of the **Pledge Agreement**. Anyway, the **Bank** is authorized to apply to the **Registry** for the registration of change(s)/amendments and/or addition(s).

- 3.4. The **Pledge Right** is deemed to be arisen (a) in the possessory pledge type, from the moment the **Pledger** hands over the **Pledge Object** to the **Bank**; (b) in the registered pledge type, from the moment of registration of the **Pledge Agreement** at the **Registry**; (c) the **Financial Pledge Right** on the **Financial Pledge Object** will be arisen: (c.a) in the case of security financial pledge of from the date of the **Financial Pledge Agreement** conclusion by the **Parties** and transfer of the subject of financial pledge to the **Bank** (and/or person acting on behalf of the **Bank**) in possession and/or under control and/or and if necessary, from the moment of registration of the **Financial Pledge Agreement** in the relevant **Registry**; (c.b) in case of a financial pledge on the transfer of ownership, from the date of the **Financial Pledge Agreement** conclusion by the **Parties** and from the date of transfer of ownership regarding to the **Financial Pledge Object** to the **Bank** (and/or the person acting on behalf of the **Bank**), and if necessary from the moment of registration of the **Financial Pledge Agreement** at the relevant registering **Registry**.
- 3.5. **Merger of the Pledge Object with other item, its division and/or transformation.** Upon prior written consent of the **Bank**, the **Pledger** is authorized to transform, divide, merge with other item the **Pledge Object** in the way not to allow the reduction of the real value of the **Pledge Object** as a result of such transformation, division and/or merger with other item. In addition, at the request of the **Bank**, the **Pledger** shall submit report/conclusion of the competent expert acceptable to the **Bank**, confirming the real value of the **Pledge Object** obtained as a result of transformation, division and/or merger with other item.
- 3.6. Any processing of the of the **Pledge Object** (or its part) and/or any merger with another movable item does not lead to the termination of the **Pledge Right**, and in this case the order of the **Secured Claim** is determined according to the moment of arising of the **Pledge Right** before processing or merging.
- 3.7. **Use and maintenance of the Pledge Object.** The **Pledger** is authorized to possess and use the **Pledge Object** in the way that its value is not reduced. Unless otherwise determined by the **Bank**, the **Pledger** may receive the fruits from the **Pledge Object**.
- 3.8. Without the prior consent of the **Bank**, the **Pledgor** shall not dispose, alienate, pledge and/or encumber in any other way the **Pledge Object** or its part and/or undertake obligations and/or incur expenses that may have a significant impact on the fulfillment of the obligations assumed by the **Pledgor** under the **Pledge Agreement**, its **Annex(es)** and/or other **Related Agreement(s)**. The transfer of the **Pledge Object** to a **Third Party** is allowed only upon prior written consent of the **Bank**.
- 3.9. The **Pledgor** shall bear the risk of maintenance and accidental destruction and/or damage of the **Pledge Object**. The **Pledgor** shall:
- 3.9.1. maintain the actual value of the **Pledge Object** and in case of existence any peril/danger to the existence of the **Pledge Object** to prevent such peril/danger within a reasonable time;
- 3.9.2. take all necessary measures to keep the **Pledge Object** harmless, including to protect the **Pledge Object** from encroachment by and/or claims of the **Third Parties**; The **Pledgor** shall immediately notify the **Bank** about the initiation of a lawsuit by a **Third Party**, if the subject of the lawsuit is the termination and/or limitation of the **Pledgor's** right to the **Pledge Object**, its part, fruits and/or improvements;
- 3.9.3. upon **Bank's** request, in order to inspect the condition of the **Pledge Object**, at any time, to allow the representative of the **Bank** to the **Pledge Object** and to provide the representative with proper working conditions or to present the **Pledge Object** to the **Bank**;
- 3.9.4. to keep and, at the **Bank's** request, provide the **Bank** with technical, warranty and other documentation related to the **Pledge Object**, and in case of loss or damage, take necessary measures to restore the mentioned documents and/or obtain a duplicate;
- 3.9.5. immediately notify the **Bank** if the value of the **Pledge Object** is reduced or there is any threat of reduction;
- 3.9.6. ensure that the **Pledge Object** is used properly, maintained in good order, and incur all expenses necessary for the maintenance of the **Pledge Object**, including in the manner and for the period stipulated by the warranty and/or technical documentation and to carry out warranty services, current and/or capital repairs/repairs of the **Pledge Object** (if necessary depending on the specifics of the **Pledge Object**), until the **Pledge Right** is terminated, including to provide current and capital repair of the **Pledge Object**;
- 3.10. If the value of the **Pledge Object** is reduced due to any of the **Pledger's** action, the **Bank** shall be authorized to request the **Pledger** to quit such action(s).
- 3.11. The **Bank** is authorized to inspect the existence, state, maintenance conditions of the **Pledge Object** by studying the documents submitted thereto and/or on site visual examination; and if the **Pledger** fails to fully and duly fulfill the obligation of maintenance of the **Pledge Object** envisaged by the **Pledge Agreement**, the **Bank** shall be authorized at any time (a) to request from the **Pledger** to take all necessary measures to maintain the value of the **Pledge Object**; (b) to remedy all defects of the **Pledge Object** at its own expenses and request from the **Pledger** to reimburse the expenses incurred for remedy of such defects; and/or (c) to request from the **Pledger** to transfer the **Pledge Object** to the **Bank** in possession.
- 3.12. The **Bank** shall be authorized to request the **Pledger** and/or **Debtor** change of the **Pledge Object** and/or charge the **Pledger** and/or the **Debtor** to compensate the damage in the full amount of the damage caused to the **Bank** (and the **Pledger** and/or the **Debtor** 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 **Pledge 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 **Pledge Object**, by which the plaintiff demands to terminate or restrict the ownership right of the owner to the **Pledge Object** (or its part); (c) if it turns out that the surety of the **Pledge Object** is not the rightful owner; (d) **Pledge Object** turns out to be fake.
- 3.13. **Property valuation.** The **Pledger** agrees to the full authority of the **Bank**, during validity of the **Pledge Agreement** (during enforcement on the **Pledge Object** as well), the **Bank** employee or a person designated by the **Bank** evaluate, illustrate the **Pledge Object** and draw up a relevant act.
- 3.14. If the **Pledge Object** is jewelry, such an item will be evaluated as metal, evaluated by weight, according to the gold (silver or other precious metal) content (sample). **Jewelry** will not be assessed as a product (even though **Jewelry** may be product). If the **Pledge Object** is a precious metal product, which includes precious stone/stones, the value of precious stones shall not be taken into account in the valuation of such **Jewelry**. The **Bank** is authorized, at its discretion, to verify the **Pledge Object** and for this purpose to intercept and/or cut the **Pledge Object**.
- 3.15. **Specific provisions relating to Financial Pledge.** Upon prior written consent of the **Bank**, it is allowed to change/replace the **Financial Pledge Object**, which is equivalent (but not limited to value) to the **Financial Pledge Object** or to set-off the **Financial Pledge Object** value regarding to the **Secured Claim**. When replacing the **Financial Pledge Object**, the description of the new **Financial Pledge Object** shall be carried out on the basis of a document concluded by the **Parties**, in accordance with the evaluation procedure determined by the **Bank**, that (such document) shall be considered an **Annex** and an integral part of the **Financial Pledge Agreement**. For the avoidance of doubt, the said **Annex** and/or the delivery/replacement/addition of the **Financial Pledge Object** as specified therein shall not be considered as entering into a new **Pledge Agreement**.
- 3.16. If the value of the **Financial Pledge Object** increases by replacing, adding and/or changing the value of the **Financial Pledge Object**, in such a case, the pledge under this **Agreement** will be extended to the increased amount of the value of the **Financial Pledge Object** (such event shall not be considered as entering into a new **Financial Pledge Agreement**). The same rule applies even if the value of **Financial Pledge Object** increases as a result of the future claims pledged under this **Agreement**.
- 3.17. If upon the **Bank's** prior written consent, the **Pledger** increases, decreases, or replaces the **Financial Pledge Object**, this circumstance does not limit the right of the **Bank** to possess and/or control the **Financial Pledge Object**.
- 3.18. **Specific provisions relating to the vehicles.** If the **Pledge Object** is/are the vehicle(s):

- 3.18.1. The **Pledger** shall not to cross the state border or the territory under the control of the Georgian government without the prior written consent of the **Bank**. The **Bank** is authorized, upon which the **Pledger** gives the respective consent to the **Bank** under the **Pledge Agreement** and grants the right, on behalf of the **Pledger**, from any authorized body, to request and receive information about the crossing of the border by the vehicle(s).
- 3.18.2. When transferring the vehicle(s) to a **Third Party**, the **Pledger** shall ensure under the relevant agreement to oblige the user to deposit/place the amount to be paid in exchange for the use of the **Pledge Object** to the **Pledger's** account in JSC "Liberty Bank" or to another account specified by the **Bank**. The **Pledger** is responsible for the full and timely fulfillment of the obligations established by the **Law** for the pledger/ possessor of the vehicle by the mentioned **Third Parties**;
- 3.18.3. and if passing a technical inspection or an identical procedure (both regular and one-time) is mandatory for vehicles registered on the territory of Georgia, the **Pledger** shall comply with the relevant procedure in time and at his own expense. If the **Pledger** violates the obligation mentioned above, the **Pledger** will be materially responsible for all the resulting consequences (including corresponding fines);
- 3.18.4. upon the **Bank's** request, the **Pledger** shall submit the **Pledge Object** to the **Bank** in order to install a GPS device on it;
- 3.18.5. in case of any kind of changes related to the **Pledge Object** (car type, color, registration number, guarantor, etc.), which will result in the document confirming the ownership of the **Pledge Object** - change of tech. passport, the **Pledger** shall submit to the **Bank** a new tech. passport, no later than 5 (five) **Banking Days** after making such changes.
- 3.19. **Specific provisions related to the Jewellery transferred to the Bank under the pledge agreement.**
- 3.19.1. The **Pledger** shall provide the **Bank** with all information that may be important to prevent damage to the **Jewellery** transferred for safekeeping;
- 3.19.2. If necessary, the **Bank** is authorized to change the manner and location of the **Pledge Object** storage (including transferring the items to **Third Parties** for storage);
- 3.19.3. After full and complete fulfillment of the **Secured Claim** by the **Debtor**, the **Bank** is authorized to hand over the **Pledge Object** to the **Pledger** or the owner. The transfer of the item will be made under the deed signed between the relevant parties upon a prior agreement with the **Bank**;
- 3.20. **Provisions for the Pawn Credit Product**
- 3.20.1. 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 **Pledger** grants full authority to the **Bank**, that the **Bank** may, at its discretion, require: (a) from the **Pledger** to provide collateral with respective value or (b) the termination of the **Agreement** and full repayment of the liability from any property of the **Pledger**.
- 3.20.2. The **Collateral** object of the **Pawn Credit Product** shall be deemed destroyed/hidden by the **Pledger/Debtor** in the following cases, in particular the **Pledge Object**:
- 3.20.2.1. shall be deemed destroyed if at the time of concluding the **Pledge Agreement**, the value determined by the **Bank** for the **Pledge Object** will be reduced by 30% or more, regardless of whether such reduction is caused by the **Debtor/Pledger** of the **Pledge Object**;
- 3.20.2.2. shall be deemed hidden if the **Debtor** does not submit the **Pledge Object** to the **Bank** within 2 (two) weeks from the notification by the **Bank** to the **Debtor** and/or the owner of the **Pledge Object**;
- 3.20.2.3. The **Bank** shall be authorized to request the **Pledger** and/or **Debtor** the **Pledge Object** change and/or charge the **Debtor** and/or the **Pledger** to compensate the damage in the full amount of the damage caused to the **Bank** (and the **Debtor** and/or **Pledger** 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 **Pledge 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 **Pledge Object**, by which the plaintiff demands to terminate or restrict the ownership right of the owner to the **Pledge Object** (or its part); (c) if it turns out that the surety of the **Pledge Object** is not the rightful owner; (d) **Pledge Object** turns out to be fake;
- 3.21. **If the Pledge Object is a claim:** (a) without the prior written consent of the **Bank**, the **Pledger** is not authorized to fully or partially refuse the claims arising from the **Pledge Object** and/or to change such claims; (b) and the **Pledger's** debtor fulfills the obligation before the expiration of the **Pledge Right**, then the performance takes the place of the **Pledge Object** (in the part of the fulfilled claim), meaning as well that the **Bank** is entitled, at its discretion, to block the funds received within the said performance (including by placing it in the **Bank's** internal bank account) and/or apply to cover/reduce in advance the **Secured Claim**; (c) the **Pledger** shall ensure that the **Pledger's** debtor shall fulfill the monetary obligations to the **Pledger** by placing funds in the **Pledger's Account** maintained at the **Bank**.
- 3.22. **Specific provisions relating to the deposit.** if the validity term of the **Deposit** agreement concluded by the **Bank** and the **Pledger** is less than the validity term of the **Principal 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. The **Bank** is authorized to block the **Pledge Object** without acceptance, in whole or in part, regardless of whether the obligation(s) arising from the secured claim is/are due or not.
- 3.23. **Insurance.** If under the **Pledge Agreement**, **Annex** and/or other agreement(s) concluded by the **Parties**, it is agreed between the **Parties** that the **Pledger** shall carry out insurance:
- 3.23.1. The **Pledger** shall insure, at the request of the **Bank**, all insurable events determined by the **Bank** (which includes the **Pledger's** life insurance, insurance of the **Pledge Object**, the **Debtor(s)** 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**;
- 3.23.2. 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 **Pledge Agreement**;
- 3.23.3. The **Pledger** undertakes to:
- 3.23.3.1. provide insurance with a highly reputable insurance company acceptable to the **Bank**;
- 3.23.3.2. submit document(s) confirming the insurance to the **Bank** within 10 (ten) calendar days from the moment of insurance;
- 3.23.3.3. 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;
- 3.23.3.4. 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.
- 3.24. **Penalty.** If the **Pledger** fails to fulfill or unduly fulfills any of its obligations under the **Pledge Agreement**, the **Pledger** shall pay to the **Bank** a one-time **Penalty** in amount of 5% of the total financial liabilities secured by the **Pledge Object** and a daily **Penalty** in amount of 1% of the total financial liabilities secured by the **Pledge Object** per each calendar day (full or partial) of delay until full and proper performance of each breached obligation. Anyway, the **Bank** reserves the right to use the early termination of the **Pledge Agreement**.
- 3.25. **Involvement/participation of Third Part(ies) in pledge relations.** The **Pledge Right** and the claim, for the security of which the **Pledge Right** has been determined, may be transferred to the **Third Part(ies)** only together and jointly. This condition does not restrict the **Bank's** right to transfer to a **Third**

Party(ies) the claims (or part of them) under the **Principal Agreement** without the **Pledge Right**, in such a case, the **Pledge Right** shall not apply to the part of the claim transferred to the **Third Party(ies)**, and the **Secured Claim** remaining with the **Bank** shall retain the **Bank's Pledge Right**.

3.26. Transfer of the **Pledge Right** and any underlying claim of the **Pledge Right** to the **Third Part(ies)y** shall not require the **Pledger's** consent or the prior notice to the **Pledger**.

3.27. The **Pledge Right** and the **Secured Claim** thereunder shall transfer to a new creditor in the same form as maintained with the **Bank**.

3.28. **Purchase of the Pledge Object by the Third Part(ies)y**: with the prior written consent of the **Bank**, the **Pledger** shall be authorized to transfer the ownership of the **Pledge Object** (sell, give as a gift, exchange) to the **Third Part(ies)y**. In such case, the **Pledger** is obliged to give a written notice to the **Bank** and **Third Part(ies)y**. If the **Pledge Object** is transferred to the **Third Part(ies)y**, the **Third Part(ies)y** acquire(s) the **Pledge Object** encumbered with pledge. Change of the **Pledger** of the **Pledge Object** shall not be the ground for termination of the **Pledge Right** except for the cases directly defined by the **Legislation**.

3.29. **Monitoring and Information Providing Rule**. The **Pledger** is obliged:

3.29.1. within a reasonable time period as determined under **Bank's** written request to submit to the **Bank** any requested document and/or information in a form acceptable to the **Bank**, that: (a) specifies the total assets/property of the **Pledger**, financial statement (including balance sheet and profit and loss report), business operations, statements from bank accounts (including accounts with other banking and financial institutions) and statements (including tax statements), (b) specifies the data on the possible, potential and/or existing administrative, judicial (including arbitration court) and/or other similar disputes and/or proceedings, which may have a significant impact on the **Pledger's** performance of its obligations under the **Agreement**, including without limitation the disputes or proceedings relating to the **Pledge Object** matter, insolvency/bankruptcy, (d) is necessary for the **Bank** to comply with requirements under the **Law** and/or (e) requested by the **Bank** within the scope of reasonableness (for the purpose of monitoring the performance of the obligations assumed under the **Agreement** by the **Pledger**);

3.29.2. not allow a change in the scope of the main activity, reorganization (transformation, merger, division) or liquidation, as a legal entity or other organizational entity, which is not a legal person, without prior written consent of the **Bank**.

4. Satisfaction of the Secured Claim

4.1. The **Bank** is authorized to carry out any and all actions under the **Pledge Agreement** and/or **Law** for ensuring enforcement against the **Pledge Object** if:

4.1.1. the **Debtor(s)** fail to fulfill and/or unduly fulfill the obligation(s) assumed under the **Secured Claim**; and/or

4.1.2. the **Pledger** fails to fulfill and/or unduly fulfills the obligation(s) assumed under the **Pledge Agreement**; and/or

4.1.3. the **Pledge Object** or any part thereof is seized; and/or

4.1.4. a circumstance occurs that may: (a) jeopardize the **Pledge Object** and/or (b) the **Bank** suspects that the **Pledger** may fail to fully and duly fulfill the obligations and/or (c) grant to the **Bank** the right, unilaterally to terminate in whole or in part the **Principal Agreement** and/or any of the **Constituent Agreement** concluded within it; and/or

4.1.5. Failure to fulfill and/or non-timely fulfillment of such monetary obligation by the **Debtor** until 18:00 Tbilisi time on the due date of any monetary obligation under the **Secured Claim**; However, this condition applies if the **Secured Claim** is secured by a **Financial Pledge Object, Deposit** and/or claim.

4.2. The **Bank** shall exercise its rights irrespective of who possesses or owns the **Pledge Object** (or any part thereof – if the **Pledge Object** is divided). The **Parties** agree that if the right of enforcement against the **Pledge Object** arises, the **Bank** is authorized to use one of the following rights independently, without additional agreement with the **Pledger**, at its own discretion:

4.2.1. Under the Civil Code of Georgia, based on the prior consent of the **Pledger** declared by signing of the present **Pledge Agreement**, sell the **Pledge Object** by auction through a specialist or legal entity selected (appointed) by the **Bank**, whose service shall be paid by the **Pledger** of the **Pledge Object**;

4.2.2. sell the **Pledge Object** in accordance with the applicable **Law** under a writ of execution issued by a notary public;

4.2.3. sell the **Pledge Object** based on the **Bank's** application, in accordance with the decision made by the court, including the arbitration court;

4.2.4. directly receive the **Pledge Object** in ownership if the **Pledge Right** is registered in the **Registry** and/or in the case of a financial pledge (collateral);

4.2.5. If the **Pledge Object** is a vehicle as defined by **Law** and within 2 (two) weeks from the **Bank's** written request, the **Debtor(s)** and/or the **Pledger** does not fully and properly fulfill the obligations under the **Secured Claim** (including the **Principal Agreement** and/or the **Pledge Agreement**), the **Bank** may apply to the **Registry** (LEPL - Service Agency of the Ministry of Internal Affairs of Georgia) with a request to issue a pledge certificate;

4.2.6. if the **Pledge Object** is the the **Pledger's** cash funds placed at the **Bank** (including a deposit, deposit certificate and etc.), the **Bank** is authorized, regardless of the terms of the agreement(s) between the **Pledger** and the **Bank** regarding monetary funds, (a) to fully or partially early terminate the deposit, deposit certificate or other agreement(s) related to monetary funds, (b) the **Pledge Object** (money funds) write-off without acceptance and take into **Bank's** ownership (if the amount on the account is in a currency different from the obligation to ensure its conversion at the commercial rate of the **Bank** at the time of writing-off);

4.2.7. fully or partially use set-off right in respect (netting) to the claims between the **Parties**, including to the claims that are not due at the moment of set-off (netting). If the respective **Bank** and/or the **Pledger** have more than one claim to each other, each of them shall be used by set-off. The need and / or sequence of set-off right use regarding to the mentioned claims is determined by the **Bank** individually and at its own discretion. If the claims are in different currencies, the **Bank** is entitled to use set-off right regarding to the claims at the commercial exchange rate determined by the **Bank** at the moment of set-off;

4.2.8. if the **Pledge Object** is the claim, the **Bank** will take the place of the **Pledger** as a creditor in the legal relationship regarding to such claim;

4.2.9. sell the **Pledge Object** through the direct sales. In such case, the **Bank**, as an authorized representative of the **Pledger**, shall be authorized to enter into the purchase agreement regarding to the **Pledge Object**, whereunder the **Bank** shall transfer the ownership right over the **Pledge Object** to any **Person** selected by the **Bank**, on behalf of the **Pledger**;

4.2.10. If the **Pledge Object** is **Jewelry** and/or a vehicle, the **Bank** is also entitled to:

4.2.10.1. to transfer the **Pledge Object** to a **Third Party** (intermediary) for sale. The **Bank's** request regarding to the transfer of the **Pledge Object** to a **Third Party** (intermediary) for sale is mandatory for the **Pledger**;

4.2.10.2. to sell the **Pledge Object** directly to the **Third Party(ies)**, and receive the purchase amount directly by the **Bank** that will be fully directed to cover/reduce the **Secured Claim**. Anyway, the **Pledge Agreement** is considered an mandate issued by the **Pledger** (to which the norms of the mandate contract established by the Civil Code of Georgia fully apply) upon which the **Bank** is authorized to alienate directly on behalf of the **Pledger**.

4.3. The **Parties** agree that the **Bank** shall be authorized to sell the **Pledge Object** by auction through a specialist under the rules established by the Civil Code of Georgia and for that purpose the **Pledger** gives its consent, without necessity of further confirmation, to appoint Consulting Group LLC as a specialist provided for by the Civil Code of Georgia (identification number: 404483536), that will sell the **Pledge Object** at its own according to the terms and conditions

envisaged by the present **Pledge Agreement**. The **Parties** agree that the specialist shall be paid for carrying out the auction in amount of not more than 3 (three) % of the amount received by selling the property by auction, but not less than 590 (five hundred ninety) GEL.

4.4. The auction envisaged by 4.3. paragraph of the **General Terms of the Pledge Agreement** shall be carried out taking into consideration the following terms and conditions: a) the specialist is not entitled to participate in auction; b) the initial price of the first auction shall be determined in the total amount of the claim secured by the **Pledge Agreement** and the other expenses; c) the winner of the auction shall transfer/place the amount of auction on the deposit account of the specialist within 2 (two) **Banking Days** after ending the auction, otherwise it loses the funds submitted in a manner of the bank guarantee and its status, as the winner in auction will be canceled; d) if the offer is not made at the first auction the specialist appoints the second auction within 10 (ten) calendar days. The second auction shall be appointed in the same forms as the first auction was appointed. The initial purchase price of the real estate on the second auction is the half of the purchase price offered on the first auction or less amount on the basis of the creditor's application; e) if the offer is not made at the second auction the specialist appoints the third auction. The rules of selling the **Pledge Object** on the third auction shall be determined by the specialist independently so that the real estate shall be sold mandatorily. The abovementioned reservation regarding the specialist is the alternative right of the **Bank**, choosing of which constitutes the **Bank's** right.

4.5. If the **Pledge Object** is **Jewelry** and/or a vehicle, the **Bank** is entitled to make enforcement regarding to the **Pledge Object** in the following order: the **Bank** will notice the **Pledger** in writing that due to non-fulfillment of the **Secured Claim**, the **Bank** intends to sell the **Pledge Object** and indicating in what respect the **Debtor** is in breach of its obligations under the underlying **Secured Claim**, indicating the amount of the **Secured Claim** as well, for which enforcement should be made on the **Pledge Object**. After 14 (fourteen) calendar days from such notice, that starts from 24:00 of the day of transmission of the notice to the **Pledger** and ends at 24:00 of the 14th (fourteenth) day, the **Bank** will be entitled to start enforcement regarding to the **Pledge Object** and use the rights granted to the **Bank** under Paragraph 4.2 of the **General Terms of the Pledge Agreement** and/or by the **Law**.

4.6. In order to fulfill the **Debtor's** obligation(s) to the **Bank**, the **Bank** is authorized to request enforcement on any property of the **Debtor**, regardless of whether the **Debtor's** obligations are secured by means of collateral. The **Bank** may in its own discretion, first to start enforcement on the property of the **Debtor** other than **Collateral** objects.

4.7. If by the time of taking into the **Pledge Object** into ownership, the value of the **Pledge Object** and/or the proceeds/amounts received from the realisation (sell) of the **Pledge Object** is not sufficient to fully satisfy the **Secured Claim**, the **Bank** is authorized to request the fulfillment of the **Debtor's** obligation with any of **Debtor's** property.

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

4.9. Notwithstanding the provisions of Paragraph 4.8 of the **General Terms of the Pledge 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 under the **Pledge Agreement** and/or the **Law** (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 Paragraph 4.8 of this **General Terms of the Pledge Agreement** shall apply); (b) loan **Collateral** object of the **Pawn Credit 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 upon of creditworthiness.

4.10. If no any other grounds are applicable for termination of the **Financial Pledge Agreement**, any enforcement on part of the **Financial Pledge Object** (enforcement of the financial pledge) does not lead to the termination of the entire financial pledge agreement, meaning as well that on the remaining part of the **Financial Pledge Object** (on which the enforcement was not made by the **Bank**) the financial pledge agreement remains valid.

4.11. If after the sale of the **Pledge Object** the funds received from the sale are not sufficient to fully repay/cover the monetary liabilities of the **Debtor(s)** arising out of the **Principal Agreement**, the **Pledger** shall undertake to claim back the monetary liabilities to the **Debtor(s)** arising from the sale of the **Pledge Object** with the right of recourse only after the **Debtors'** monetary liabilities to the **Bank** under the **Secured Claim** are fully satisfied.

4.12. Accrual of **Interest** and **Penalties** will continue / be maintained in accordance with the terms of the **Agreement** and the **Debtor** shall pay together with other amounts due under the **Agreement**. in case of payments under the **Agreement**, the **Debtor** shall pay all **Penalty** and **Interest** accrued after the termination of the **Agreement** as well.

4.13. To ensure the fulfillment of the obligations assumed by the **Pledger** under the **Pledge Agreement**, The **Pledger** grants full authority to the **Bank**, at its (Bank's) own discretion to withhold amounts from the **Pledger's** any **Account** for the fulfillment/partial fulfillment of financial obligation (including damage/loss amounts). If the funds available on the account and the payables are in different currencies, the **Bank** is authorized to convert funds at commercial exchange rate applicable at the **Bank** on the moment of payment and debit the **Pledger's Account** in the amount of the relevant conversion fee without the **Pledger's** further acceptance.

4.14. In the event that the **Pledge Object** is sold through a private executor, the **Bank** is authorized to select such a private executor and under the agreement concluded with such private executor, determine reasonable amount limits of the private executor's remuneration and/or other expenses, which will be charged to the **Pledger**. However, the above mentioned remuneration and/or expenses shall not exceed the remuneration and/or expenses provided by **Law** for the services of the National Enforcement Bureau.

5. Duration and Termination of the Agreement

5.1. The **Pledge Agreement**, including the **Financial Pledge Agreement**, shall enter into force from the date of its conclusion, and shall be valid until the full and proper fulfillment of the obligations taken under the **Secured Claim**.

5.2. This **Pledge Agreement** shall be deemed to have been concluded, if on the **Pledge Agreement** the **Parties** will: (a) make signature and/or (b) express its/their consent (through the electronic channel defined by the **Bank** including through internet banking and/or mobile banking, SMS an etc.). Such consent shall have the same legal force as the signature on the material document.

5.3. The **Pledge Agreement** may be terminated, in full or in part only in the following events:

5.3.1. In case of full and duly performance of the **Secured Claim**;

5.3.2. if the **Bank** waives the **Pledge Right**;

- 5.3.3. if the ownership right over the **Pledge Object** is transferred to the **Bank** and the **Pledge Object** fully covers the **Secured Claim**; and/or
- 5.3.4. under written agreement between the **Parties**;
- 5.3.5. in other cases envisaged by the **Pledge Agreement** and/or **Law**.
- 5.4. If the consequences of full or partial termination of the **Pledge Agreement** (including liabilities) are not covered by the **Pledge Agreement**, the **Parties** shall be guided by the relevant **Law**.
- 5.5. **Registration of pledge termination.** In case of termination/cancellation of the **Pledge Right**, the relevant record with the **Registry** shall be deleted (annulled) and in the case of a possessory pledge, the **Pledge Object** shall be returned to the **Pledger** in possession.
- 5.6. In case of registered pledge, the basis for removal of the **Pledge Right** from the **Registry** provided under the **Pledge Agreement** shall be:
- 5.6.1. written application of the **Bank**;
- 5.6.2. court decision;
- 5.6.3. other acts determined by the **Law**.
- 5.7. If the **Pledger** fully and duly performs the **Secured Claim** to the **Bank**, at the **Pledger's** request, the **Bank** shall immediately, without unreasonable delay, at its own discretion, submit an application for annulment the registration of **Pledge Right** in the **Registry** or give appropriate written consent to the **Pledger** (or the **Third Party** appointed by the **Pledger**) to annul the **Pledge Right** registered with the **Registry**.

6. Governing Law and Dispute Resolution

- 6.1. The **Pledge Agreement** shall be regulated and interpreted in accordance with the **Law**. In the cases not covered by the **Pledge Agreement**, the **Parties** shall be guided by the regulatory norms for relevant relations established by the **Law** and/or additionally agreed terms and conditions. The **Parties** agree that the legal address of the **Bank** is considered the place of performance of the **Pledge Agreement**.
- 6.2. All disputes arising from the **Pledge Agreement** shall be resolved with amicable negotiations between the **Parties**.
- 6.3. If the **Parties** fail to settle the dispute, they shall apply to the court according to the legal address of the **Bank**.

7. Communication and Personal Data

- 7.1. Any communication between the **Parties** made in writing and delivered to the other **Party** directly to the contact data indicated in the **Pledge Agreement** and/or other agreement(s) with the **Bank**, personally, by courier service (including registered mail and/or court courier), e-mail, cellular communication (SMS), Internet Banking, Mobile Banking and/or by other means of communication determined by the **Bank** later, provided that:
- 7.1.1. the notice sent by the **Pledger** 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 **Pledger**;
- 7.1.2. the notice sent by the **Bank** to the **Pledger** by courier (including registered mail and/or court courier) shall be deemed to be delivered on the day of delivery to the **Pledger**; and in case of absence of such delivery confirmation, on the following calendar day after the notice delivering to any **Person** at the **Pledger's** address;
- 7.1.3. if the notice sent to the **Pledger** by courier (including registered mail and/or court courier) cannot be delivered to the addressee, such notice made by the **Bank** shall be considered delivered on the next calendar day after the **Bank** resends such notice;
- 7.1.4. the notice sent by the **Bank** to the **Pledger** 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 **Pledger's** e-mail server, and in case of absence of such confirmation, on the following calendar day;
- 7.1.5. The notice sent by the **Bank** to the **Pledger** 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.
- 7.2. If the **Pledger** does not notify the **Bank** in prior regarding any changes in the contact data envisaged by the **Pledge Agreement** (including any details determined by the **Agreement**), and the **Person** at a correspondence address refuses to deliver the notice sent on the basis of the **Agreement** and/or the notice is not delivered to the addressee after the second attempt, any such notice sent by the **Bank** shall be deemed delivered on the following calendar day after sending such notice.
- 7.3. If the **Pledge Agreement** and/or related agreement(s) do not specify the contact information(s) of the **Pledger** or the message cannot be delivered to the addressee after the second consecutive attempt, the **Bank** is authorized to inform the **Pledger** through a public publication (both in print and on the internet or in any other form). The action mentioned above will not be considered as a personal data breach and the **Pledge Agreement** will be considered as the **Pledger's** consent to the processing of **Pledger's** data for such purpose and scope.

8. Confidentiality and Personal Data

- 8.1. The **Party** shall not disclose and/or transfer any **Confidential Information** to the **Third Party** during the validity of the **Pledge Agreement** and after termination of the contractual relations.
- 8.2. The following information shall not be deemed as **Confidential Information**: (a) the information which is/will become public based on the **Law**; (b) the information, to the disclosure of which there is consent of the owner of **Confidential Information** and/or there is an agreement between the **Parties**; (c) the information disclosed in cases envisaged by the **Law**, including to satisfy the legitimate claim of a **Third Party**.
- 8.3. The **Pledger** gives its consent and grants to the **Bank** the irrevocable right, at its own discretion, to transfer to the **Third Person** for keeping and processing and/or to seek for, receive and process from the **Third Person** the **Confidential Information** regarding the **Pledger** for the following purposes: (i) to monitor the **Pledger**; (ii) to collect and record financial/information-analytical data related to the **Pledger**; (iii) to render, offer the service to the **Pledger**, direct marketing (advertising) and/or (iv) for the other purposes envisaged by the **Law**, including:
- 8.3.1. to receive personal data of the **Pledger** 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 repeatedly rendering the banking services and to the extent necessary for fulfillment of such purpose;
- 8.3.2. in case of assigning the claims arising out of the **Pledge Agreement** to the **Third Party**, including unequivocally by syndication of the **Secured Claim**, and/or at the stage of preparation of assignment of the claim/syndication, transfer the **Pledge Agreement** and any information about the **Pledger** received within the **Pledge Agreement** to the **Third Party** concerned;
- 8.3.3. in order to protect its legitimate interests and/or confirm factual circumstances, transfer any information about the **Pledger** (give a public notice, make a publication, etc.) including the personal data (if any) of the **Pledger** to the **Third party** concerned (court, investigation bodies, etc.);

8.3.4. to process the information regarding the **Pledger** maintained with the **Bank** and/or credit information **Bureaus** under the rules and conditions envisaged by the **Legislation** for the purposes of analyzing the solvency of the **Pledger**.

8.4. The **Pledger** is aware that in the scope of the authorities/rights envisaged by the **Law** and granted by the **Agreement** the **Bank** will collect/process all credit, non-credit and other relevant information regarding the **Pledger** connected to transferring the information to the **Bureau** and receiving the information from the **Bureau** under the rules and conditions envisaged by the **Law**. The abovementioned information will be processed for the purpose of analyzing the solvency of the **Owner** and will be available for the consumers involved in the **Bureau** under the rules envisaged by the **Law** (the organizations issuing the loan and the persons receiving/transferring the information).

8.5. The **Pledger** has acknowledged the authorities/rights envisaged by the **Law**, that in case of **Pledger'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, non-correct, are not renewed or collecting and processing of them was made/implemented contradictory to the **Law**.

8.6. The information to be transferred to the **Bureau** and to be received from the **Bureau** is determined by the **Law** and shall include without limitation: identification data of the **Pledger**, the terms and conditions/data of the **Pledge Agreement** and the **Secured Claim**, the information regarding the amount and terms of the current obligations of the **Pledger** fulfilled/to be fulfilled, the information regarding the security means/collateral, other information envisaged by the **Law** and/or the agreement concluded between the **Bank** and the **Bureau**.

8.7. By signing the **Pledge Agreement** the **Pledger** grants to the **Bank** the authority to process the personal data of the owners of the security means, the representatives, the members of the management and the supervisory bodies, the shareholders/partners and the beneficial owners of the **Pledger**, for the purpose of checking their solvency and confirms, that before granting to the **Bank** the abovementioned authority it has obtained all necessary consents/permits from the persons mentioned in this paragraph under the rules envisaged by the **Law**.

8.8. In the cases envisaged by article 8 of the **General Terms of the Pledge Agreement**, the **Bank** is entitled to process the information repeatedly for the terms and under the conditions as may be necessary to achieve the goals determined by the **Pledge Agreement**, unless it is contradictory to the **Law**.

9. Multiplicity of Pledgers

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

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

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

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

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

9.4. If one of the **Pledgers** breaches/violates the **Pledge Agreement**, whether or not the breach/violation is caused by death, legal incapacity and/or restricted capability of the **Pledger**, the **Bank** shall be authorized to raise relevant claims/demands to any of the **Pledgers** and exercise any rights envisaged by the **Pledge Agreement** and/or established by the **Law**.

10. Other Conditions

10.1. In case of discrepancy between the terms and conditions of the **Annex** to the **Pledge Agreement** (if any) and the terms and conditions of the **Pledge Agreement**, the terms and conditions of the **Annex** shall prevail.

10.2. Each **Party** (a) shall be authorized to use the right(s) granted by the **Pledge Agreement** and (b) shall be obliged to perform the obligations assumed by the **Pledge Agreement**.

10.3. Unless otherwise determined by the **Pledge Agreement**, the **Pledger** shall satisfy the **Bank's** claim within the timeframe determined by the request of the **Bank**, and in the absence thereof, within 10 (ten) calendar days from the **Bank's** request.

10.4. In the case of invalidation/voidness of any of the article(s), paragraph(s) and/or subparagraph(s) of the **Pledge Agreement** under **Law**, the remaining article(s), paragraph(s), subparagraph(s) shall retain the legal force.

10.5. It is not allowed to make any correction/amendment by hand (including by a pen and/or other means of writing) in the **Pledge Agreement**. Any such correction/amendment shall be deemed void and shall not affect the interpretation of the terms and conditions of the **Pledge Agreement**.

10.6. Changes/amendments and/or additions may be made to the **Pledge Agreement** in writing under written signed agreement between the **Parties**. Changes/amendments and/or additions to the **Pledge Agreement** will become an integral part thereof by registering this agreement with the **Registry** and shall be in force along with it.

10.7. The **Pledger** shall not be authorized to assign the rights granted and/or obligations assumed by the **Pledge Agreement** to the **Third Party**, fully or partially, without prior written consent of the **Bank**. In addition, irrespective of this provision, the **Bank** shall be authorized to receive, at its own discretion, the **Third Parties'** fulfillment of the obligations under the **Pledge Agreement**.

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

10.9. If the **Bank** does not use/exercise any of the rights under the **Pledge Agreement** (including the right(s) arising due to the breach/violation by the **Pledger** the obligations arising out of the **Pledge Agreement** and/or **Law**), this shall not be deemed as the basis for the waiver by the **Bank** on such rights. In addition, any and all rights that will be granted to one **Party** as a result of full or partial violation of the **Pledge Agreement** and/or **Law** by the other **Party** shall be cumulative and added to all other rights granted under the **Pledge Agreement** and/or **Law**.

10.10. The **Parties** agree that the obligation of payment/reimbursement of expenses arising from and/or in connection with the **Pledge Agreement** shall be borne by the **Pledger** (including but not limited to the expenses of registration of the **Pledge Object** with the **Registry**, notarial service fees, and expenses of submitting the documents related to the **Pledge Object** to the **Bank**).

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

10.12. Information placed on the **Bank's** website and/or on 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 **Principal Agreement** and **Pledge Agreement** agreement as well.

10.13. If the **Parties** confirm the conclusion of the **Pledge Agreement** by signing, the **Pledger** shall sign the **Pledge Agreement** on each page of all copies. At the same time, the **Pledger's** failure to fulfill this obligation shall not be the basis for making the **Pledge Agreement** or any part thereof suspicious or disputed.

10.14. The **Pledge Agreement** is drawn up in the Georgian language. If the **Parties** so agree, the **Pledge Agreement** may be concluded in another language as well. In this case, the copy of the **Pledge Agreement** drawn up in the Georgian language shall prevail to the copies of the **Pledge Agreement** drawn up in the other language.

