

## **Online Credit Main Conditions**

### **Clause 1. Subject of the Agreement**

- 1.1 In accordance with terms and provisions set forth herein the Bank issues credit and the Borrower undertakes to repay all received principal amount of the credit and all accrued commission fee/penalty, and fulfill other liabilities undertaken under the present Agreement.
- 1.2 The enclosure of this Agreement (“The essential conditions of the Agreement”) is an integral part of the present Agreement.

### **Clause 2. Additional Conditions**

- 2.1 In order to repay the loan, deduction or withholding for carrying out payment operations from any account of the Borrower, shall be at the expense of the Borrower.
- 2.2 In accordance with the credit, by means of the amounts repaid or transferred for the purpose of fulfillment of credit liabilities undertaken by the Borrower, in the first place the following shall be covered: penalty (in case of existence of such), commission, and finally – principle amount. This sequence can be changed at the discretion of the Bank.
- 2.3 On the last day of credit usage, in case if the Borrower pays a commission fee for credit issuance, the credit relations between parties will be prolonged on the same terms and conditions. This rule is used after completion of each 30-day period. For the purposes of the present Clause, the commission amount for credit issuance shall be 10 % of the credit principle amount, minimum 20 GEL.
- 2.4 The borrower is obliged to transfer/repay the according amount in full to his/her own card account, on the last day of the credit usage, and if the Borrower desires to make full repayment of the credit, he/she (the Borrower) should inform the Bank; in case if the Borrower fails to send specified message in writing, the Bank may consider that the credit relations between parties are prolonged in accordance with rule stipulated in Clause 2.3, and the Bank will carry out acceptance-free write-off of the amount under Clause 2.3, from the Borrower’s account.
- 2.5 If the Borrower failed to perform liabilities under Clause 2.4 of the present Agreement and, therewith, there is a sum of amount existing on the account of the Borrower which is equal/exceeds commission amount stipulated in Clause 2.3 of the present Agreement, the Bank may consider that the credit relations between parties are prolonged in accordance with the rule stipulated in Clause 2.3, and the Bank will carry out acceptance-free write-off of the amount under Clause 2.3, from the Borrower’s account.
- 2.6 On the basis of the Credit Agreement, commission for credit issuance written off by the Bank from the account of the Borrower, without acceptance, is considered as credit debt.
- 2.7 If by the last day of payment the credit liabilities of the Borrower will not be completely repaid, or credit relations between parties have not been prolonged in accordance with the rule stipulated in the present Agreement, the Borrower will be obliged to pay penalty for delay: on a single occasion 10,00 GEL, for each day of delay an additional 1% of the overdue amount.
- 2.8 If credit relations between parties will not be prolonged in accordance with terms and rules under the present Agreement, and, therewith, the penalty is imposed for non-fulfillment of the liabilities

undertaken by the Client; in case of complete repayment of the penalty and commission fee for credit issuance, credit relations between parties will be deemed to be extended from the day/date when the Client repaid the penalty and credit issuance commission. Accordingly, 30-day of credit period is counted from the mentioned day/date.

### **Clause 3. Rights, obligations and responsibilities of the Parties**

- 3.1 The parties are obliged to fulfill liabilities undertaken under the present Agreement. Accordingly, each party has the right to request other party appropriate fulfillment of the liabilities herein and under the legislation.
- 3.2 The Borrower is obliged to repay bank credit and accrued penalty (in case of existence of such) in a timely manner and in full, also to pay commission fee.
- 3.3 The Borrower is obliged to inform the Bank in prior about legal or/and actual address change, the date of its change, also about the expected significant alterations of financial or property condition of the Borrower, and about the circumstances that may cause such alterations.
- 3.4 The Borrower is obliged to inform the Bank in prior about all circumstances that might prevent timely and complete fulfillment of the obligations undertaken by the Borrower.
- 3.5 In case if to the Bank's attention comes any information concerning such deterioration of the Borrower's financial condition, which endangers (or will endanger in the future) proper fulfillment of the credit liabilities, the Borrower is obliged within 3 calendar days from the moment of the Bank's written message receipt, to submit information and documentation which will void circumstances above.
- 3.6 The Borrower agrees and authorizes the Bank, on the payment date, to repay credit amount, any penalties and make other payments stipulated in the present Agreement, by means of the amounts existing on the Borrower's card or/and other account. The Bank has the right to carry out acceptance-free write-off of the principle amount and penalty (in case of existence of such) from any account of the Borrower (also from the amount opened in currency which is different from credit currency). Therewith, if the currency of the amount written-off without acceptance is different from the currency of the issued credit, the Bank has the right to convert amounts from one currency to another in accordance with commercial exchange rate of the Bank.
- 3.7 The Borrower authorizes the Bank to transfer any information (positive or/and negative), concerning the Borrower or obligations under the present Agreement, to JSC "Credit Info Georgia" (registered on 14.02.2005, by Mtatsminda-Krtsanisi District Court, registration #06/5-51) for the purpose of adding to the database, such information may become publicly available and may be collected and used by others. The Borrower also authorizes the Bank to use information concerning the Borrower and obligations under the present Agreement for the purposes of group reporting of the VTB Group.
- 3.8 In case of violation of the obligation herein, for the purpose of getting a debt from the Borrower, he/she (the Borrower) authorizes the Bank to transfer information concerning the Borrower and obligations herein, to other (third) persons.
- 3.9 With signing of this Agreement the Borrower agrees and authorizes the Bank to receive information concerning his/her personal data from Governmental Services Development Agency.
- 3.10 To assign the right of demand to the third person, in accordance with the present Agreement.
- 3.11 The Borrower confirms that he is not in a relationship with a fictitious Bank ("Shell Bank").
- 3.12 Any claims of the Borrower in respect of the Bank can be submitted to Retail Business Development Department in writing or via e-mail, in form stipulated in the enclosure. The response will be issued in accordance with the same form, within 10 banking days from the moment of the claim receipt. You can find claim examination procedure on the official web-page of the Bank.

#### **Clause 4. Basis for Agreement termination**

- 4.1 The Bank is entitled to terminate the Agreement unilaterally and request the Borrower to repay credit principle amount and penalty (in case of existence of such), also to compensate for a damage caused by non-performance or undue performance of liabilities under the present Agreement, the Borrower is obliged to fulfill such requirements without delay in case if:
- 4.1.1 The Borrower has overdue payments for at least two dates of maturity in succession, and if within two weeks from the moment of notification receipt the Borrower fails to completely repay overdue debt.
  - 4.1.2 If the Bank considers that financial or/and property condition of the Borrower is deteriorating or the deterioration is expected in the near future, that, in Bank's judgment, could put on risk a timely fulfillment of credit obligations.
  - 4.1.3 The Borrower violates other obligations, stipulated herein or/and established by the legislation.
- 4.2 In other cases stipulated herein and established by the legislation, the Bank is entitled to terminate the Agreement unilaterally.
- 4.3 The requirement sent to the Borrower in writing concerning credit and penalty (in case of existence of such) repayment, should be completely fulfilled without delay, from the moment of its receipt (or within the period determined by the Bank).
- 4.4 In case if the Agreement is terminated by the Bank unilaterally, obligations undertaken by the Borrower during the validity period of the Agreement, will remain in force.

#### **Clause 5. Other conditions**

- 5.1 The present agreement comes into force from the moment of its signing by the parties and is valid till complete fulfillment of the obligations by the parties.
- 5.2 Amendments to the Agreement shall only be made on the basis of the Parties' written consent and such amendments will be considered as integral part of the present Agreement.
- 5.3 Those provisions herein which are not filled in (instead of the data there is a "dash" symbol) do not apply to the Borrower.
- 5.4 The Agreement is governed by Georgian Legislation.
- 5.5 All disputes under this Agreement including those arising out of this Agreement or its accessory Agreements related to its termination or cancellation, any results arose out (including security related arrangements), issues related to authenticity and existence of arbitration clause stipulated by the present Article of plaintiff's choice shall be resolved by final and binding LLC Arbitration Chamber of Georgia (Identity N205267389), legal competence of which the parties acknowledge without cancellation. This Arbitration shall consider the case under the rules set by its Regulation. The case subject to its difficulty shall be considered by the Arbitration consisted of one or three arbitrators. Arbitration shall appoint arbitrators and determine their quantity. The arbitral award on juridical security of plaintiff's claim shall be subject to execution on the basis of enforcement order issued by Arbitration and do not require the juridical knowledge and enforcement.
- The parties shall undertake an obligation to inform Arbitration about change of address or\and location, otherwise Arbitration shall send correspondence to the address stipulated in the Agreement (including notification on legal proceedings, orders, decisions, etc.) and it will be deemed received (with appropriate legal consequences).
- 5.6 Obligations undertaken under the present Agreement transfer to the legal successors of the parties. The Borrower has no right, without Bank's consent, to transfer his/her obligations to the third person any right or obligation arising under the present Agreement.

5.7 The Bank shall be entitled to inform the Borrower or transfer him/her any notification/document (through postal or courier service) to the address indicated in the application or to the Borrower's address registered in Registry of non-entrepreneurial (non-commercial) legal person National Agency of Public Registry/specified in identity document. Notification/document may be sent/provided according to the phone number indicated in application via short text message, fax, e-mail or other means of communication. Message/document also can be sent/provided via short text message, fax, e-mail or other means of communication to the phone number registered in Registry of non-entrepreneurial (non-commercial) legal person National Agency of Public Registry. Notification/document sent using any form mentioned above will be deemed to have been received by the Borrower. Notification/document sent by employee of the Bank on behalf of the Bank in the form of short text message according to the specified requisites will be deemed delivered to the Borrower.

The notification shall be deemed received by/delivered to the Borrower if sent:

- By personal delivery – on the day of delivery of the notification or other document to the Borrower.
- By courier or post organization –on the 5th calendar day after the day of delivery to the courier\post organization, or the day of confirmation of delivery by the Borrower.
- By e-mail – on the day of receipt of confirmation sent from the Client's address of the Bank's notification or the day following the day when notification was sent, the earlier of the aforesaid dates.
- By other means of communication - on the day after the day on which the notification\document was sent.

The Bank's notification\document shall be deemed received by\delivered to the Borrower if the notification sent by the Bank returns, since the Borrower's location has not found or the Borrower declines or evades receiving notification or document, or the Bank receives notification via e-mail that the Client's e-mail address has been cancelled or it does not exist.

If any of the requisites\ contact details of the Borrower specified in the application change and the Bank has not been informed about it, the notification\ document shall be deemed received by\ delivered to the Borrower when sent to the aforesaid requisites\ contact details.

5.8 If any part of this Agreement is held to be invalid such determination shall not invalidate any other provision of this Agreement.