

Confidential
xx-xx-20xx

Loan Agreement # XXXXXXXXXXX

Key terms and conditions

1. Loan interest rate

1.1 Type of interest rate: fixed

1.2 Annual interest rate: XX.XX %

1.3 Effective interest rate: XX.XX %

1.4 Effective interest rate is calculated based on the following assumptions: a) in case of interest-free period, the highest value of the interest rate will be considered; b) in case of a loan issued in a foreign currency, GEL depreciation occurs on a daily basis, in equal absolute amounts and the customer pays and withdraws money in GEL.

2. Other financial expenses:

*Monthly installments: GEL xxx.xx

*Payment at the end of the maturity period: GEL xxx.xx

*Disbursement fee: x% of the total loan amount, but no less than GEL x

*Fee payable to the administrative body (in case of mortgage/registered mortgage): - GEL xxx

*Fee for opening mobile wallet: GEL x

*Credit info verification fee: GEL x

3. Other contractual details:

3.1 Total loan amount: GEL xxxx

3.2 Total amount to be paid by the borrower: GEL xxxx

3.3 Loan maturity: xx-xx-20xx

3.4 Loan agreement validity period: xx-xx-20xx

3.5 Penalty for partial or full prepayment of the loan: in case of the period from 6 to 12 months remaining until the end of the loan agreement - 0.5% of the amount directed to covering the outstanding principal of the loan; upon the period from 12 to 24 months remaining until the end of the loan agreement - 1% of the amount directed to covering the outstanding principal of the loan; upon the period of more than 24 months remaining until the end of the loan agreement - 2% of the amount directed to covering the outstanding principal of the loan.

3.6 Penalty for overdue payment: the penalty for the first overdue day is set at GEL 20.0 while for each subsequent overdue day - 0.7% of overdue principal/installment (principal amount and accrued interest). Meantime, the daily amount of the penalty, to be accrued on the subsequent days, should not exceed 0.27% of the outstanding principal, while the total amount of costs

charged from the start of delinquency until its complete elimination - 1.5 times the outstanding principal amount.

3.7 Other penalties: not defined.

3.8 Collateral (if any) substitution fee: x% of the mortgage cost.

3.9 As an exception, the terms of the contract may be changed unilaterally by the lender upon serving a relevant notification to the borrower (collateral provider, if any) at least 2 months in advance, in the form of a text message sent to the mobile phone number(s) specified in the details of the borrower (collateral provider, if any).

3.10 The customer (borrower (s)) has the right to file a complaint to the lender's AML and Compliance Department orally, in free or standard written or electronic form (by e-mail - Complaint@crystal.ge)

3.11 JSC Microfinance Organization "Crystal" is regulated by the National Bank of Georgia, address: № 2 Sanapiro Street, 0114 Tbilisi, Georgia. Useful information for consumers of financial products can be found on the website of the National Bank of Georgia - www.nbg.gov.ge/cp and hotline - 0322406406.

“Lender“

"Borrower/representative" _____

Identification made by:

/ Signature/



Loan Agreement #xxxxxxx

1. Parties to the agreement:

- 1.1 Lender - JSC Microfinance Organization "Crystal"; Tax code: 212896570; legal address: N22 Nikea Street, Kutaisi, Georgia; actual address: xxxxxxxxx
- 1.2 Borrower(s) – Name, surname, legal address: xxxxxxxx; actual address: xxxxxxxx ; personal number: xxxxxxxxxx, date of birth: xx-xx-19xx, mobile phone number: 5xxxxxxx

The lender and the borrower(s) (if the agreement defines more than 1 borrower, wherever used in a singular tense, the term “borrower” shall apply to all of the borrowers), acting in accordance with the legislation of Georgia and within the authority granted under the lender’s bylaws, enter into the present agreement on the following:

2. Subject of the agreement

- 2.1 Congruent to this Agreement, the lender shall provide the borrower with interest-bearing loan.
- 2.2 The lender and the borrower commit themselves to fulfilling the obligations they have undertaken towards each other under this Agreement as well as its integral parts (title page, annexes) in a timely and appropriate manner.

3. Key terms and conditions

3.1 Along with key terms and conditions (title page), the agreement defines the following conditions:

- 3.1.1 Proceeds from the total loan amount: xxxx GEL
- 3.1.2 Monthly interest rate: x.xx%
- 3.1.3 Loan purpose: Purpose of the loan is indicated in the application
- 3.1.4 Collateral: N/A

3.2 Additional terms and conditions

3.2.1 Disbursement of the loan:

3.2.1.1 In case of disbursement into tranches: A) Interest is accrued on the amount disbursed; B) The tranches are disbursed according to the agreed tranche plan / provisions (if any), provided that the terms of each previous tranche have been duly fulfilled by the borrower. C) the loan repayment schedule will be drawn up on the lump sum disbursed under each tranche; D) the lender has the right not to disburse/ terminate the disbursement of the tranche, in case if any of the conditions stipulated for disbursement of the tranche or specified in this agreement is violated.

3.2.1.2 If there is more than one person on the borrower’s side, the loan will be disbursed to the person listed first in the list of borrowers.

3.2.2. If the purpose of the loan is to purchase a vehicle registered / located abroad, the loan shall be disbursed through non-cash payment, by means of transferring the loan amount to the auto importer (a company that is authorized to handle purchase-transportation of vehicles, that has contractual relationship with the borrower/mortgagor as well as the lender/mortgagee and meantime, is referred to in the loan application).

3.2.3 The loan should be repaid in accordance with the attached loan repayment schedule, which represents an annex to this Agreement and is an integral part thereof.

3.2.4 In case of delinquency on the loan, the accrued interest shall at all times be higher than the interest payments specified in the attached repayment schedule.

3.2.5 The sequence of loan repayment is as follows: loan disbursement fee; penalties (if any); accrued interest, insurance fee, loan principal.

3.2.6 If the borrower has several credit liabilities to cover whereas the amount paid by him/her is not enough to fully cover more than one overdue / pending obligation, the borrower is entitled to determine / fix the order of repayment of obligations by himself/herself, which (s)he can do at the time of making payment on the loans in the branch network of the lender, by means of signing a special application. If the borrower does not to exercise this right, the lender shall be entitled to determine the payment order (priority) on the borrower's obligations at its own discretion, i.e to decide unilaterally how much of the debt and for which product to cover with the amount provided by the borrower in cash or through non-cash payment.

3.2.7 In case of partial prepayment of the loan (including partial prepayment through electronic channels), if 20% of the initial loan principal is repaid, not less than GEL 500, upon written request of the borrower, the lender is obliged to offer the latter at least the following options of the new schedule: allocation of the outstanding principal amount over the same period, thereby reducing monthly installments; B) reducing the remaining maturity period while keeping monthly payments at the same level.

3.2.8 In case of partial prepayment of the loan, the borrower agrees to apply to the lender for a change of a schedule in writing. The borrower is aware that oral application will not be considered as a request duly administered, therefore the interest will continue to accrue on the reduced principal according to the effective schedule, and in the event of a complaint, the lender will be discharged from liability.

3.2.9 If there is more than one borrower under this agreement, any amendment thereto can be made by having the modification agreement / annex (es) signed by all of the borrowers, except when the lender exercises the right of unilateral change or modifies the repayment schedule upon partial prepayment as per article 3.2.8. In connection with the latter transaction, each borrower shall authorize the other borrowers to take appropriate actions independently and at the same time on behalf of all borrowers, which includes making payments as well as the right to sign the partial prepayment application and the modified schedule.

4 Rights and responsibilities of the parties

4.1 The parties are obliged to:

4.1.1 duly perform the obligations undertaken under this agreement. Each party is entitled to demand from the other due fulfillment of contractual obligations.

4.1.2. Protect each other's business reputation, business confidentiality and ensure the security of personal data. At the same time, provision of information processed under this agreement to the Borrower's trustee, collateral provider, or, in the case of a legal entity, to its partner will not be viewed as the breach of confidentiality, just as receiving and sharing the data (including the data related to the loan and the collateral) processed for concluding this agreement and as part thereof, with the auto importer, who is referred to in the loan application and through which the borrower fulfills (or will fulfill) the purpose of the loan - purchase of a vehicle (if there is such a purpose).

4.1.3. The parties undertake not to inflict negative impact to the ecological and social environment by their activities.

4.2 The borrower is obliged to:

4.2.1 Within reasonable period from receiving a relevant request from the lender (no later than 5 days), submit financial and legal documents reflecting its activities: invoices, customs declarations, contracts with suppliers and buyers, licenses, certificates, balance sheets, profit and loss statements, cash flow statements, etc.

4.2.2 Notify the lender about deterioration of its financial or property condition, or about the threat thereof, and provide additional guarantees in the manner satisfactory to the lender.

4.2.3 Notify the lender in advance about the change of a residential or business place or the change in the business profile.

4.3 The borrower declares and guarantees that:

-
- 4.3.1 The conclusion and performance of this Agreement does not cause a breach of the terms of the Borrower's articles of incorporation, or of any transaction to which the Borrower is a party.
- 4.3.2 The borrower will not transfer its obligations to a third party without prior written consent of the lender
- 4.3.3 The borrower is not involved in any litigation, that would endanger its property and / or business assets
- 4.3.4 In the event of a dispute, the borrower will recognize the interest unearned and defined by the repayment schedule as a liability.
- 4.3.5 The borrower agrees and undertakes that:
- 4.3.5.1 The lender shall use the telephone number indicated in the details of the borrower to get in touch with him/her an/or to send text messages.
- 4.3.5.2 Upon change of the mobile phone number, the borrower shall inform the lender of a new number in writing, within three (3) calendar days from the change; otherwise, if the number duplicates with another customer, after verifying the number with that customer, the lender shall reserve the right to remove the duplicate telephone number from the borrower's data.
- 4.3.5.3 In case of removing a phone number from the borrower's details upon duplication, the lender shall be released from the liability arising from the failure to deliver mandatory notifications to the borrower.
- 4.3.5.4 the borrower shall immediately notify the lender of any change in its personal data (name, surname, address and/or other borrower-specific information) and in case of a legal person – of changes in respect of its founders/beneficial owners/directors/partners.
- 4.3.6 The borrower has got familiar with and accepts the financial expenses envisaged by this agreement.
- 4.3.7 The borrower is aware of the following information about the major risks:
- A) In case if the loan amount under this agreement is denominated in a foreign currency, the borrower is aware of and fully understands the involved FX risks, especially in cases where his/her revenues are in national currency (GEL).
- B) In case of failure to repay the loan within the period stipulated by this agreement, the lender, by starting a legal proceeding against the borrower and the parties of the loan collateral agreement, if any, is entitled to seize their current bank accounts, movable and immovable property in their possession and to claim foreclosure of this property.
- 4.4 During the validity of this agreement, the Borrower is not entitled to assume other loan obligations towards third parties (natural or legal) without prior notice to the lender.
- 4.5 The lender is entitled to monitor the purpose of the loan and prompt repayment of interest, as well as to carry out periodic control of the borrower's financial standing.
- 4.6 The lender is obliged to:
- 4.6.1 Make the title page as well as the copies of this Agreement, in the same form as concluded with the borrower, available to the collateral provider (s) (if any).
- 4.6.2 Use the personal data obtained with the consent of the data subject for the purposes defined by the Law of Georgia on Microfinance Organizations and do not allow the violation of the principles of personal data processing, as defined by the law and internal instructions.
- 4.6.3 Provide comprehensive information to the borrower a) about the customers' rights envisaged by law during the term of this Agreement and clearly explain the possibilities of exercising these rights; b) inform about the lender's social responsibility, customer grievance mechanisms, commitment to impartiality and confidentiality.
- 4.6.4 Immediately upon occurrence of delinquency on the loan but not later than 5 working days, use the contact details provided by the borrower to notify him/her, as well as the collateral provider (guarantor, mortgage / pledgee) of the occurrence of such circumstances.

5. Complaints management procedure

- 5.1. The Borrower has the right to express any kind of dissatisfaction and disagreement towards the lender under this Agreement, including a complaint, which is any oral or written statement submitted by the borrower to the lender.
- 5.2. In case if a borrower expresses a complaint, the lender is obliged to offer him/her a standard written or electronic form for filing a claim and upon submission of such form, to confirm its receipt in writing or electronically. The borrower has the opportunity to file a complaint electronically at the lender's email address - Complaint@crystal.ge.
- 5.3. The lender shall review the complaint lodged by the borrower within one calendar month at the latest. The results of the study shall be immediately communicated to the borrower in a form identical to the method of lodging the claim. The notification should contain the terms of the complaint settlement.
- 5.4. The obligation under paragraphs 5.1-5.3 of this agreement shall not apply to the lender if: 1. The borrower's complaint of the same content has already been considered once and no additional material facts or circumstances are presented on the concerned topic. 2. the complaint of the borrower refers to the refusal of the lender to extend a loan product; 3. The purpose of the complaint is the delay or refusal on provision of services due to the Law on Facilitating the Prevention of Money Laundering and other legislative restrictions.
- 5.5. AML and Compliance Department is the relevant structural unit of the lender, where the borrower can lodge a complaint (if any). The structural unit is responsible to observe the deadlines of considering the borrower's claims and to ensure accessibility of information on the complaints review procedure.

6. Grounds for terminating the agreement

- 6.1. The "lender" is entitled to unilaterally terminate the agreement and demand from the "borrower" immediate repayment of the monetary obligations arising therefrom, if:
 - 6.1.1. The borrower or any of the collateral providers or their legal successors violate the obligations undertaken towards the lender.
 - 6.1.2. The borrower's (or guarantors, if any) financial position deteriorates and due performance of obligations comes under threat.
 - 6.1.3. The borrower provides false, incorrect information to the lender
 - 6.1.4. The items provided as collateral get destroyed, damaged or reduce in value whereas the borrower fails to replace/replenish them.
 - 6.1.5. The borrower violates the purpose of the loan
 - 6.1.6. There is a sharp reduction in the borrower's capital or business assets
 - 6.1.7. The borrower fails to fulfill the commitments provided in paragraph 4.2.2.
 - 6.1.8. The agreed loan repayment terms/schedule will be violated.
 - 6.1.9. The borrower declines changes and/or additions to the agreement, proposed unilaterally.

7. Other terms and conditions

7.1. Processing of the borrower's personal data:

- 7.1.1. The borrower agrees and grants the lender the right, in accordance with the rules and conditions established by the legislation of Georgia, to process the data kept with the lender, as well as the credit information available about the borrower in the credit bureaus (including JSC Creditinfo Georgia (tax code: 204470740) for the purpose of analyzing his/her solvency. The lender will collect / process the borrower's credit/non-credit as well as other relevant data, related with the provision and receipt of information from the Credit Information Bureau, in the manner stipulated by the Georgian law. The information will be processed to analyze the solvency of the borrower and will be available to users of the credit information bureau in accordance with the effective laws (lending organizations and recipients / providers of information).

-
- 7.1.2. The borrower is aware of the rights under the Georgian law whereby, at his/her request (as a data subject), the Data Processor is obliged to correct, update, add, block, delete or destroy the data if they are incomplete, inaccurate, outdated, or if they have been collected and processed in violation of the law.
 - 7.1.3. In case if the borrower (data subject) has a loan/ credit obligation towards a creditor, the lender is entitled, over the term of liabilities, to verify the credit, non-credit and other relevant information of the data subject in the Credit Bureau without the additional consent of the latter in order to assess his/her solvency.
 - 7.2. This agreement shall enter into force upon its signing by both parties.
 - 7.3. Any addition or amendment to the terms of this agreement is effective if made in compliance with the form of this agreement.
 - 7.4. As an exception, the terms of the agreement may be changed unilaterally by the lender upon serving a relevant notification to the borrower (as well as the guarantor or/and collateral provider, if any) at least 2 months in advance, in the form of a text message sent to the mobile phone number(s) specified in the details of the borrower. The reason for unilateral change of the terms of the agreement could be the intensity of delinquency on the part of the borrower (10 working days over the period of 6 months) and/or non-fulfillment of the loan purpose.
 - 7.5. In the event if the lender unilaterally moves changes to the terms of the agreement, the obligation for prior notification shall not apply as long as the change is made in favor of the borrower.
 - 7.6. The documents (s) certifying relevant notifications under this Agreement shall be kept by the lender for the entire validity period of this Agreement as well as for a period of 5 (five) calendar years after its expiration.
 - 7.7. This agreement is regulated by the effective laws of Georgia
 - 7.8. Any dispute arising between the parties shall be settled by mutual agreement.
 - 7.9. In case if the parties fail to reach an agreement, the dispute shall be heard by the common courts of Georgia or/and the competent bodies under the legislation of Georgia. Meantime, the parties agree that congruent to Article 268, Clause 1¹ of Civil Procedure Code of Georgia, a decision delivered by a court of first instance on the dispute arising herefrom shall be enforced immediately.
 - 7.10. By agreement of the parties, the actual location of the lender, as specified in this agreement, shall be defined as the place of execution of this agreement.
 - 7.11. If any provision of this Agreement is declared invalid, such invalidity shall not affect the validity of other provisions hereof or of the validity of this Agreement in its entirety.
 - 7.11. Failure on the part of either party to exercise any right under this agreement shall not imply a waiver of such right.
 - 7.12. This Agreement is made in Georgian language, in 2 equally valid originals, with one original to be transferred to each party.
 - 7.13. In case you decide to deposit money in JSC MFO "Crystal" in any form, please read the disclaimer below and note: JSC MFO "Crystal" is not a licensed bank and unlike the bank, it is subject to less stringent regulatory regime. In the event of its bankruptcy, you may not be able to get your money back.

8. Signature of the parties:

“Lender“
Representative: _____
Identification made by: _____

"Borrower(s)/representative"

/ Name and surname, in full /