

Standard Terms and Conditions of Services Related to Point-of-Sale Loans

1. Definitions

Unless the **Agreement** and/or the **Other Transaction Associated Thereto** specify otherwise, or its context requires otherwise, the below definitions have the following meanings in the **Agreement** and/or the **Other Transaction Associated Thereto**:

- 1.1. **Account** – the **Contractor's** bank account(s) with the **Bank**, if any;
- 1.2. **Bank** – JSC Bank of Georgia, ID No. 204378869;
- 1.3. **Application** – the **Contractor's** request letter addressed to the **Bank** (in the form specified by the **Bank**) for the provision of point-of-sale loan services under the conditions specified in the same request letter;
- 1.4. **Representations and Warranties** – the **Contractor's** representations and warranties set forth in **Article 3** of the **Standard Terms and Conditions**;
- 1.5. **Annex** – unless explicitly stipulated otherwise, the annex(s) of the **Agreement** and/or **Other Transaction Associated Thereto** (as the context may require), making up integral part of the **Agreement** and/or **Other Transaction Associated Thereto** and operating together with them;
- 1.6. **Desk** – a person preliminarily designated by the **Bank** (an employee of the **Bank** and/or the **Contractor**), who provides service to a **Customer** in accordance with the agreed terms and conditions;
- 1.7. **Remote Identifier** – user name and password passed on by the **Bank** to the **Customers** which enables the **Customer** to be identified in the **Bank's** remote channels;
- 1.8. **Electronic System** – a system available on the **Website** where the **Contractor** obtains authorization using the username and password provided by the **Bank** and takes actions defined by the **Annex No. A** to the **Standard Terms and Conditions**;
- 1.9. **Web site** – www.ganvadeba.bog.ge/merchant;
- 1.10. **Co-funding Amount** – amount of difference between the **Purchase Price** of and the bank loan paid by the **Customer** in accordance with the conditions of **Annex No. A** to the **Standard Terms and Conditions**;
- 1.11. **Legislation** – effective statutory acts and by-laws of Georgia and international agreements and covenants incorporated into the system of statutory acts of Georgia;
- 1.12. **Customer** – **Individual** seeking to purchase **Goods** from the **Contractor** by bank loan;
- 1.13. **Contractor** – individual(s), legal entity(ies) and/or other organizational entity(ies) which agree with the **Standard Terms and Conditions**;
- 1.14. **Other Transaction Associated Thereto** (or **Other deal associated to the Agreement**) – all agreements and/or other documents concluded between the **Bank** and the **Contractor** and/or between the **Bank/Contractor** and the **Third Party** on the basis and in accordance with the **Agreement**, the conclusion and/or issuance of which is envisaged by the **Agreement** and/or is carried out on its basis;
- 1.15. **Third Party** – any person/entity except the **Bank** and the **Contractor**;
- 1.16. **Party/Parties** – the **Bank** and/or the **Contractor**, as the context may require;
- 1.17. **Purchase Price** – the **Purchase Price** payable by each **Customer** to the **Contractor** for the acquisition of corresponding **Goods** under the transaction for consideration, consisting in accordance with the **Agreement** and **Annex No. A** to the **Standard Terms and Conditions** of: a) the **Co-funding Amount** allocated/paid by the **Customer** for the **Purchase Price** and b) remaining portion of the **Purchase Price** payable by the **Customer** to the **Contractor** (total amount of the **Purchase Price** less the **Co-funding Amount** prepaid by the **Customer**);
- 1.18. **Overdraft** – the debit balance allowed by the **Bank** on the **Contractor's Account** for a short period of time, which enables the **Contractor** to use the amount within the limits of the debit balance (overdraft limit) allowed on his/her/its **Account**, which exceeds the actual amount on the **Account**; the resultant debt will be in the first place automatically covered by the amount entered to the **Account**;
- 1.19. **Person** – individual(s), legal entity(ies) and/or other body(ies) envisaged by the Legislation of Georgia or other country that are not legal entities;
- 1.20. **Registry** – data base of registered data and/or corresponding registration body (as the context may require): (a) in case of securities (shares) – securities registrar envisaged by the **Legislation** (and/or in cases envisaged by the **Legislation** – respective authorized person, envisaged by the **Legislation**), (b) in case of air liners and sea vehicles – Integrated Transport Administration under the Ministry of Economic Development of Georgia (and/or in cases provided for by the **Legislation** – respective authorized person, (c) in case of mechanical transport and support technology – Service Agency of the Ministry of Internal Affairs of Georgia, (d) in other cases – National Agency of Public Registry under the Ministry of Justice of Georgia, or other **Person** with corresponding authority envisaged by the **Legislation**;
- 1.21. **Banking Day** – week day (other than week-ends or official holidays defined by the **Legislation**), when commercial banks operating in Georgia are open for business and carry out their normal activity;
- 1.22. **Interest rate** – on the basis of the **Agreement** and in accordance with procedures and conditions established at the **Bank**, interest payable to the **Bank** for utilizing the **Overdraft**;
- 1.23. **Goods** – movable item fit for operation and not withdrawn from turnover and/or service;
- 1.24. **Payment Terminal** – electronic device to check a card and the card account's status and carry out a procedure of issuing **Bank** authorization for the card transaction;
- 1.25. **Standard Terms and Conditions** – (a) these Standard Terms and Conditions; (b) **Annex No. A**, **Annex No. B** and **Annex No. C** to these Standard Terms and Conditions;
- 1.26. **Agreement** – (a) **Application**; (b) **Standard Terms and Conditions** and (c) any additional **Annex** (if any), which was/will be executed between the **Parties** in the future in relation with this **Agreement**, including the changes and additions introduced into such documents from time to time

2. Subject of the Agreement

- 2.1. The **Contractor** undertakes:
 - 2.1.1. to carry out advertising of the mutual cooperation defined by the **Agreement** only in consultation with the **Bank**, in the term and places defined by the **Bank's** request and ensure the **Bank** representative(s) and/or the advertising material(s) placement;
 - 2.1.2. to send/redirect the **Customers** to the **Bank** or to a **Third Party** specified by the **Bank**, to receive the bank loan, in accordance with the **Agreement**;
 - 2.1.3. not to allow shortage of **Goods** and/or not to allow the sale of **Goods** to the **Customers** at a price higher than the effective standard price;
 - 2.1.4. to ensure observance of the rules, conditions and requirements stipulated by the **Agreement** in all types of contractual relationship with each **Customer** of the **Bank** or pertaining to or resulting from such relationship;
 - 2.1.5. not to sell to the **Third Parties** the **Goods** selected for purchase by the **Customers** in the period of the bank loan approval and/or effectiveness of the granted bank loan;
 - 2.1.6. to ensure per each **Customer**, observing the obligations defined by the **Bank** in Subparagraph "A" of Paragraph No 2.2.2 of the **Standard Conditions** duly and completely, the use of the **Goods** purchased by the **Customer** in full and properly;
 - 2.1.7. to assign to each **Customer** the right of use of the **Goods** only upon meeting in full the rules, conditions and requirements stipulated by the **Agreement**;
 - 2.1.8. to ensure guarantee maintenance of the **Goods** sold to the **Customers** (considering specificity of the **Goods** if possible), for the reasonable period of time, based on the cost and technical specifications of the **Goods**, but no less than for six months or for the term agreed with the **Bank**;
 - 2.1.9. not to allow the return of the **Purchase Price** or its part to the **Customer** in the period of effectiveness of the bank loan provided to the **Customer**;
 - 2.1.10. to open an account at the **Bank** in the absence thereof in 5 (five) **Banking Days** since the **Agreement** comes into force;
 - 2.1.11. in case if for any reason and/or grounds: a) the transaction for consideration between each **Customer** and the **Contractor** (the **Goods** purchase agreement) is cancelled and/or b) if the **Customer** in 5 (five) calendar days since the execution of the **Goods** delivery and acceptance act refuses to purchase and/or use the **Goods**, whichever the case may be, immediately, but no later than in 5 (five) calendar days: a) to direct/transfer the remaining amount of the corresponding **Purchase Price** (total **Purchase Price** less the **Co-funding Amount** prepaid by the **Customer**) to meet the corresponding **Customer's** obligation towards the **Bank** and b) to notify the **Bank** of the aforesaid directing/transfer in advance, but no later than 3 (three) **Banking Days** prior;
 - 2.1.12. to meet in full and properly, in the term specified on the basis of the **Bank's** verbal or written request, all monetary obligations of the **Customers** to be discharged (paid) to the **Bank** (including lost earnings, inflicted losses and expenses), which the **Customers** will not discharge (pay) on the basis of the **Customers'** counterclaim related to the **Goods** to be purchased/purchased pursuant to the contractual relationship between the **Customers** and the **Contractor**;
- 2.2. The **Contractor** is authorized:
 - 2.2.1. in case of discharging in full and properly the obligations assumed under the **Agreement** to request from the **Bank** the fulfillment of the obligations assumed under the **Agreement** in full and properly.
- 2.3. The **Bank** undertakes:

- 2.3.1. to review without limitation, in 3 (three) **Banking Days** since each **Customer** request, the bank loan approval, per each **Customer** application sent by the **Contractor** within the framework of the **Agreement**, represented in the attached form by a certificate issued by the **Contractor** (hereinafter - **Certificate**) (**Annex No B**) (if necessary). The **Certificate** shall contain: description of the **Goods** to be purchased (by general and specific features), full **Purchase Price** and the **Contractor's** reservation that the **Certificate** and/or data included in it may be altered only on the basis of the **Bank's** prior written consent;
- 2.3.2. in case of making a decision related to the approval of bank loan per each **Customer** sent by the **Contractor** under the **Agreement**/redirected to the **Website** based on the rules, conditions and requirements stipulated by the **Agreement**: a) to ensure in 2 (two) **Banking Days** following decision: a.a) making the bank loan to the corresponding **Customer** and a.b) issuing the payment order confirming the payment of **Co-funding Amount** payable by the corresponding **Customer** to the **Contractor** in the attached form (hereinafter - **Payment Order**) (**Annex No C**) and b) to ensure, in 15 (fifteen) **Banking Days**, the payment of the remaining amount of the **Purchase Price** (total **Purchase Price** less the **Co-funding Amount** prepaid by the **Customer**) by the corresponding **Customer** to the **Contractor**;
- 2.4. The **Bank** is authorized:
- 2.4.1. at any time, at its own discretion and without the **Contractor's** prior or following consent and/or acceptance to change the procedures and conditions stipulated by the **Standard Conditions**;
- 2.4.2. to decide at its own discretion on the approval of the bank loan per each **Customer** under the **Agreement**;
- 2.4.3. to recall prematurely each bank loan made under the **Agreement** if: a) the **Contractor** fails to meet the obligations assumed under each bank loan agreement, and/or b) for any reason and/or grounds: b.a) the transaction for consideration between each **Customer** and the **Contractor** (the **Goods** purchase agreement) is cancelled prematurely and/or b.b) the **Customer** refuses in a written or verbal form to purchase and/or use the **Goods**;
- 2.5. The **Parties** decide on the expenses related to the **Agreement** (including explicitly the expenses related to the concluding, executing and registering of the **Agreement** with the **Registry** (inception, change/amendment or termination) (if necessary) and on the expenses related to the submission of necessary documents) in a written or verbal form by mutual agreement;
- 2.6. Information/documentation, materials/property (movable and immovable items, non-material property used to fulfill the **Agreement** in full and properly and/or its/their part) stipulated by the **Agreement** or associated thereto (including those defined by the **Parties** to ensure the fulfillment of the **Agreement** in full and properly) will be considered to be transferred to the another **Party** and the subject of the **Agreement** or its part (stage) will be considered as completed upon their virtual delivery and acceptance (hereinafter - **Delivery and Acceptance**).
- 3. Representations and Warranties**
- 3.1. The **Contractor** represents and warrants that:
- 3.1.1. By the moment of executing/signing the **Agreement** and/or **Other Transaction Associated Thereto**, he/she will be capable (among them according to the rule established by the effective **Legislation**);
- 3.1.2. For the purpose of authority necessary for execution/signing and enforcement of the **Agreement** and/or **Other Transaction Associated Thereto**, he/she has acquired all necessary permits, approvals or proxies;
- 3.1.3. For the purpose of authority necessary for execution/signing and enforcement of the **Annex** of the **Agreement** and/or **Other Transaction Associated Thereto** in the future, he/she will have acquired all necessary permits, approvals or proxies;
- 3.1.4. The **Agreement** and/or **Other Transaction Associated Thereto** are/will be executed by him/her voluntarily, without any violence, threat, cheating, misleading and/or any other circumstances on behalf of the **Bank** or **Third Party**;
- 3.1.5. Execution and enforcement of the **Agreement** and/or **Other Transaction Associated Thereto** does not/will not inflict violation of those contractual, judiciary (including arbitration), **legislative** and/or other obligations which he/she is committed to preserve;
- 3.1.6. By the moment of executing/signing the **Agreement** and/or **Other Transaction Associated Thereto**, he/she does not participate in any dispute (as a plaintiff, defendant, third party or otherwise) which jeopardizes fulfillment of the terms and conditions of the **Agreement** and/or **Other Transaction Associated Thereto** by him/her;
- 3.1.7. By the moment of executing/signing the **Agreement** and/or **Other Transaction Associated Thereto** and for their entire effective term, his/her activities and/or actions comply/will comply with his/her charter and/or other regulatory document and local and/or international legislation;
- 3.1.8. By the moment of executing/signing the **Agreement** and/or **Other Transaction Associated Thereto** and for their entire effective term, he/she adheres/will adhere to the terms and conditions of any agreement and or other covenants, and/or other commitments, disregard of which may negatively impact performance of obligations assumed by the **Contractor** under the **Agreement** and/or **Other Transaction Associated Thereto**;
- 3.1.9. His/her actions are/will not be intended to cheat the **Bank**. Taking into account this principle, for the purpose of execution and/or enforcement of the **Agreement** and/or **Other Transaction Associated Thereto**, the document and/or information submitted by him/her to the **Bank**, at the moment of submission, is/will be true, correct and complete. Also, he/she is aware that submission of false documents and/or information represents the punishable offence according to the **Legislation**;
- 3.1.10. He/she/it is aware that the **Bank's** policy strictly prohibits participation of a director, authorized **Person**, representative, employee, other staff or related **Person** and/or affiliated entity in such actions which imply offering or accepting of any valuable thing/non-material property (directly or indirectly) for the purpose of receiving benefit by any of the **Persons**, **Bank**, related **Person** and/or affiliated entity or client in order to unfairly acquire or retain business or other business-related advantage;
- 3.1.11. He/she (including his/her director, authorized **Person**, representative, employee or other staff) or related **Person** and/or affiliated entity:
- 3.1.11.1. has not directly or indirectly paid or received (or has not been involved in any deal, which provides for the payment or receipt of) any illegal and/or hidden commission fee, bribe, or compensation, which may be related to the **Agreement** and/or the **Other Transaction Associated Thereto**; and/or
- 3.1.11.2. has not taken any action (including secret deal), which could have affected the process of entering into the **Agreement** or concluding the **Agreement** which aims at artificial regulation of prices and/or creation of non-competitive environment; and/or
- 3.1.11.3. has not offered or accepted any valuable thing/non-material property, which may have affected the actions of the **Bank**, its director, authorized **Person**, representative, employee, other staff or related **Person** and/or affiliated entity, and neither the above-mentioned **Person** have threatened his/her property or reputation in order to unfairly acquire business-related advantage, or do the business; and/or
- 3.1.11.4. has not been otherwise involved in the corruptive activity.
- 3.1.12. The violation of the **Bank's** policy or any of the above-mentioned clauses shall immediately cause his/her disqualification from the process of entering into the **Agreement** and/or termination of the **Agreement** and/or **Other Transaction Associated Thereto**. Furthermore, such disqualification and/or termination of the **Agreement** and/or **Other Transaction Associated Thereto** does not exclude the responsibility and respective sanctions of the **Contractor** and/or his/her director, authorized **Person**, representative, employee, other staff or related **Person** and/or affiliated entity, stipulated by the **Legislation** (including, without limitation, the criminal responsibility).
- 3.2. These **Representations and Warranties** of the **Contractor** are in effect prior to full and due performance of the obligations assumed by the **Parties** under the **Agreement** and/or **Other Transaction Associated Thereto**, despite full or partial termination of the **Agreement** and/or **Other Transaction Associated Thereto**.
- 3.3. The **Contractor** shall immediately inform the **Bank** in writing regarding all circumstance(s) which may be non-compliant with his/her above **Representations and Warranties** and/or may cause their violation; Also, he/she shall notify the **Bank** on any such occurrence which jeopardizes full and due performance by the **Contractor** of obligations assumed under the **Agreement** and/or **Other Transaction Associated Thereto**.
- 3.4. The **Parties** represent and acknowledge that the **Bank** enters/will enter into and enforce the **Agreement** and/or **Other Transaction Associated Thereto** only on the basis of the above **Representations and Warranties** of the **Contractor**.
- 4. Other Rights and Obligations of the Parties**
- 4.1. In order to ensure implementation of the **Agreement** and/or **Other Transaction Associated Thereto** the **Parties**:
- 4.1.1. Are authorized to use in full and duly the rights defined by the **Agreement**, **Other Transaction Associated Thereto** and/or applicable **Legislation**;
- 4.1.2. Are obliged to fulfill in full and duly the obligations defined by the **Agreement**, **Other Transaction Associated Thereto** and/or applicable **Legislation**.
- 4.2. If the circumstances that had provided grounds for entering into the **Agreement** explicitly changed after the conclusion of the **Agreement** and the **Bank** would not have concluded the **Agreement** or would have concluded it with different contents in view of the said changes, the **Bank** is authorized to request and the **Contractor** is obliged to ensure matching of the **Agreement** with the changed circumstances. When making decision about the change of the **Agreement** the level of impact of the changed circumstances on the terms and conditions of the **Agreement** shall be taken into consideration. Furthermore, the **Parties** agree that the data submitted by the **Bank** in confirmation of circumstances defined by this **Paragraph** shall not be disputed by the **Contractor** and shall be deemed as qualified information and/or documentation.
- 5. Responsibility of the Parties**

- 5.1. Unless otherwise defined by the **Agreement** and/or **Other Transaction Associated Thereto**, the **Parties** undertake to compensate each other for the damages (loss) caused by their failure to implement the **Agreement** and/or **Other Transaction Associated Thereto** in full or partially or by improper implementation, in the manner established by the **Legislation** and/or the **Agreement** and/or **Other Transaction Associated Thereto**, and compensation of the damages (loss) shall not relieve the **Parties** of fulfillment (payment) of obligations under the **Agreement** and/or **Other Transaction Associated Thereto**.
- 5.2. For violation of any of the obligations under the **Agreement**, its **Annexes** and **Other Transaction Associated Thereto** the **Contractor** shall pay the **Bank** a one time fine in the amount of 10 (ten) per cent of the total volume of bank credits issued by the **Bank** to the **Customers** by the moment of violation, as well as a daily fine until full and due fulfillment of each corresponding obligation for each day of delay (full or partial), in the amount of 0.5 (zero point five) per cent of the total volume of the above bank credits.
- 5.3. In spite of the guarantees defined by **Paragraph 5.1.** of the **Standard Terms and Conditions**, in order to secure the fulfillment of obligations assumed by the **Contractor** under the **Agreement** and/or **Other Transaction Associated Thereto** in full and properly and therefore to secure the **Bank's** rights and claims, the **Contractor** preliminarily gives consent to the **Bank's** full authority to do the following at its own discretion:
- 5.3.1. not to pay the **Contractor** the dues envisaged by the **Agreement** and/or **Other Transaction Associated Thereto**, which will in the same volume be set-off against the dues (fine, damage (loss) compensation, etc.) payable by the **Contractor** to the **Bank** under the **Agreement** and/or **Other Transaction Associated Thereto**; and/or
- 5.3.2. to write off without acceptance all payables from any **Account** of the **Contractor**, and if the payable amount and the amount on the **Account** are in different currencies, the **Bank** shall carry out the conversion at its commercial rate effective on the day of payment and write off without acceptance the cost of conversion service from the **Account** and use the converted amount to cover the payable amount; and/or
- 5.3.3. to allow **Overdraft** in the amount corresponding to the due and payable amount on any **Account** of the **Contractor** for the period of time not exceeding one year, without acceptance, in accordance with the rules and terms established at the **Bank**, and accrue overdraft interest.

6. Settlement

- 6.1. Settlement transaction between the **Parties** shall be carried out by way of cash and/or non-cash payment.
- 6.2. Any kind of monetary obligations defined by the **Agreement** shall be met (paid) within 10 (ten) calendar days since the date of origination of monetary obligation (since the overdue day of discharging the obligation, the day of requesting to meet the liability for penalty, etc.). Further, if the day of discharging an obligation (payment day) falls on a non-business day or a day off, the next **Banking day** shall be used.
- 6.3. The settlement shall be carried out in Georgian national currency, at the official rate established by the National Bank of Georgia on the payment date;
- 6.4. In case of non-cash settlement, the amounts shall be placed on the bank account of the respective **Party** defined by the **Agreement** and/or **Other Transaction Associated Thereto** or other bank account additionally agreed upon between the **Parties**.

7. Communication between the Parties

- 7.1. Any official relations between the **Parties** shall be in writing. A written notice for the **Party** may be delivered personally or sent by courier (including international courier) or post (including insured post). In order to save time and taking into account the provisions outlined below, notice to the other **Party** may be delivered through telegram, telex, fax or email, or any other operative means established by the **Bank**, provided that in case of request of the other **Party**, the written notice shall be delivered in the reasonable time as well.
- 7.2. A notice shall be deemed delivered on the delivery date if the recipient confirms such delivery (including through electronic document, receipt, other relevant means of communication, etc.).
- 7.3. A notice shall be deemed received in case the sending **Party** receives back a notice due to absence of the recipient at the given address/contact data, the recipient refuses to accept the notice or avoids receiving a notice.
- 7.4. The **Parties** shall establish relations at the addresses/contact data outlined in the **Agreement** and/or **Other Transaction Associated Thereto** (or at any other address which one **Party** will inform the other in writing). The **Party** is obliged to notify the other **Party** in a timely manner on change of the address/addresses or any of the data, otherwise communications (sending notices, etc.) carried out at the address provided by the **Party** shall be deemed duly performed.
- 7.5. The **Agreement** may provide for sending notice through one of the specific communication means envisaged by **Paragraph 7.1.** of the **Standard Terms and Conditions**, or in a different form.

8. Confidentiality

- 8.1. The **Parties** shall keep any kind of information received from the other **Party**, except the **Standard Terms and Conditions**, confidential throughout the entire term of the **Agreement** as well as after completion of the contractual relations.
- 8.2. The above limitation regarding confidentiality shall not refer to information or disclosure of information:
- 8.2.1. Which was known without the breach of the **Legislation** to the **Party** receiving information prior to delivering information by the other **Party**;
- 8.2.2. Which will be disclosed by the **Parties** by adhering the requirements of the **Legislation** and for their due performance (including for exercising its rights by any of the **Parties** through the court (including arbitration));
- 8.2.3. Which may be obtained from other sources;
- 8.2.4. Which will become available to the **Third party**: a) upon written agreement of the **Parties**, in which case the **Party** disclosing information shall be fully responsible for keeping confidential by the **Third party** information disclosed to it, or b) independently of any **Party**.
- 8.3. The **Bank** is authorized to deliver information related to the **Contractor** to the **Third Parties** for the purpose of exercising the rights of the **Bank** resulted from failure to perform or duly perform the conditions of the **Agreement** and/or **Other Transaction Associated Thereto** by the **Contractor**, and/or for monitoring of fulfillment by the **Contractor** of the conditions of the **Agreement** and/or **Other Transaction Associated Thereto**.

9. Claims and Disputes

- 9.1. Claims arising from the **Agreement** and/or **Other Transaction Associated Thereto** the **Parties** may deliver to each other in writing and/or verbally. The **Party** receiving the claim shall within 15 (fifteen) calendar days satisfy the claim fully or partially or notify the other **Party** in writing and/or verbally on refusal to satisfy the claim.
- 9.2. Any dispute arising regarding the **Agreement** and/or **Other Transaction Associated Thereto** (including existence, interpretation, performance and execution of the **Agreement** and/or **Other Transaction Associated Thereto**) shall be resolved through negotiations. In case of failure to negotiate, the **Parties** shall refer the disputed issue to court. Furthermore, the **Parties** agree that the decision made by the first instance court in favor of the **Bank** shall be immediately executed.
- 9.3. Despite the provision outlined in **Paragraph 9.2.** of the **Standard Terms and Conditions**, in case the dispute between the **Parties** has not been yet sent to court, the **Bank** is authorized at its own discretion to refer the disputed issue to the arbitration court according to the arbitration deal referred to in **Paragraph 9.4.** of the **Standard Terms and Conditions**. In such case, the **Contractor** fully and unconditionally agrees to the reservation regarding the arbitration court contained in this **Paragraph** and gives consent that the dispute be resolved by the arbitration court.
- 9.4. The **Parties** agree that in case of referring the disputed issue arising from the **Agreement** (including its **Annex**) and/or **Other Transaction Associated Thereto** to the arbitration court according to the rule established in **Paragraph 9.3.** of the **Standard Terms and Conditions**:
- 9.4.1. The disputed issue(s) shall be referred for consideration and final decision to Dispute Resolution Center Ltd. (identification code: 204547348; website: www.drc-arbitration.ge) (hereinafter – the **Permanent arbitration court**) or its successor;
- 9.4.2. The arbitration hearing shall be held in Georgia (Tbilisi), in the Georgian language, consistent with the norms of Georgian law (**Legislation**) and according to that version of the regulation / charter of the **Permanent arbitration court** which will be in effect by the date of submitting the claim and shall not be fully or partially inconsistent with the arbitration deal outlined in this **Paragraph**, unless otherwise determined by the **Agreement** or otherwise defined by the additional written agreement of the **Parties**;
- 9.4.3. If the cost of the dispute subject does not exceed GEL 100,000 (one hundred thousand) or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia by the date of submitting the arbitration claim), the dispute between the **Parties** shall be processed by the arbitration court composed of 1 (one) arbitrator which is appointed by the chairman of the **Permanent arbitration court** from the list of arbitrators of the **Permanent arbitration court** within 7 (seven) calendar days from submitting the arbitration claim;
- 9.4.4. If the amount of dispute exceeds GEL 100,000 or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia as of the date of submitting the arbitration claim), the dispute shall be processed by the arbitration court comprised of three arbitrators appointed from the list of arbitrators of the **Permanent arbitration court**, one appointed by each **Party** in accordance with regulation / charter of the **Permanent arbitration court** and the third – by the chairman of the **Permanent arbitration court**. Furthermore:

- 9.4.4.1. A claimant appoints an arbitrator within 7 (seven) calendar days after receiving the arbitration claim by the court, a defendant - within 7 (seven) calendar days after transferring the arbitration claim to him/her (if a defendant is represented by more than one persons, term shall be counted from the date following the day of delivery of the claim to any of them (the earliest shall be considered)). If more than one persons take part in the arbitration case hearing from any side, they should jointly enjoy the right of appointing the arbitrator;
- 9.4.4.2. The **Parties** shall grant the right to appoint the third arbitrator, who will be the chairman of the arbitration court at the same time, to the chairman of the **Permanent arbitration court** who appoints the arbitrator within 7 (seven) calendar days after receiving the arbitration claim;
- 9.4.4.3. In case any of the **Parties** does not appoint arbitrator within the time set in **Sub-paragraph 9.4.4.1.** of the **Standard Terms and Conditions**, it will be deemed that such **Party** rejects the right to appoint the arbitrator and thus transfers such right to the chairman of the **Permanent arbitration court**. In such case the chairman of the **Permanent arbitration court** shall appoint an arbitrator from the list of arbitrators of the **Permanent arbitration court** within 7 (seven) calendar days after the date of appointing an arbitrator by the relevant **Party** expires.
- 9.4.5. By the time of appointing an arbitrator according to the terms of **Sub-paragraphs 9.4.3.** and **9.4.4.** of the **Standard Terms and Conditions**, the relevant **Party** shall submit to the **Permanent arbitration court** a written consent of the candidate;
- 9.4.6. In case of impossibility to perform obligations for any reason, the authority of the arbitrator shall be terminated upon his/her own application or by the chairman of the **Permanent arbitration court** at own initiative or upon justified written application of one of the **Parties**;
- 9.4.7. A **Party** intending to waive an arbitrator is required to submit written application on waiver to the chairman of the **Permanent arbitration court** and the arbitrators within 7 (seven) calendar days after the day it became known to such **Party** that such arbitrator was appointed or any other circumstances envisaged by the **Legislation** which can serve as a basis for such waiver. The application should state the reasons and motives of waiver. If an arbitrator under consideration does not self-waive the right or if the other **Party** disproves such waiver within 7 (seven) calendar days after submission of an application on waiver of the right, in such case the issue shall be considered by the chairman of the **Permanent arbitration court** within 7 (seven) calendar days after expiry of this term. Such decision of the chairman of the **Permanent arbitration court** shall be final and not subject to further claiming and the **Parties** agree not to address a court to waive the arbitrator;
- 9.4.8. Within 7 (seven) calendar days after termination of the authority of an arbitrator or waiver/self-waiver, the chairman of the **Permanent arbitration court** appoints an arbitrator from the list of arbitrators of the **Permanent arbitration court**;
- 9.4.9. Prior to hearing the case by the arbitration court or at any stage of hearing prior to final litigation, a **Party** may solicit the chairman of the **Permanent arbitration court** to apply arbitration claim enforcement measures. Such enforcement measures are mandatory and should be enforced on the basis of executive order issued by the chairman of the **Permanent arbitration court**. Based on the above condition, the **Parties** agree that there is no need to apply to court for execution of mandatory enforcement measures and acknowledgement of such measures by court;
- 9.4.10. Arbitration case hearing shall begin from the moment of submitting an arbitration claim to the defendant;
- 9.4.11. If the amount of the dispute object does not exceed:
- 9.4.11.1. GEL 50,000 (fifty thousand) or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia as of the date of submitting the arbitration claim) and the dispute is processed by the arbitration court composed of one arbitrator, the arbitration court shall proceed with the case without hearing;
- 9.4.11.2. GEL 200,000 (two hundred thousand) or its equivalent in foreign currency (at the exchange rate established by the National Bank of Georgia as of the date of submitting the arbitration claim) and the dispute is processed by the arbitration court composed of three arbitrators, the arbitration court shall proceed with the case without hearing.
- 9.4.12. Arbitration fee or other payments associated with the arbitration as well as expenses shall be borne/compensated by a losing **Party**.
- 9.4.13. A defendant is entitled to make a counter claim against the arbitration claim within 7 (seven) calendar days after receiving the arbitration claim. After expiry of such date without any results, it will be deemed that the defendant refused the counter claim.
- 9.4.14. An arbitration adjudication shall be made within 30 (thirty) calendar days after commencement of the arbitration case hearing. If necessary, this term may be extended to the reasonable term not exceeding the term established by the **Legislation**. The arbitration adjudication comes into effect as of the moment of its issuance. The chairman of the arbitration court within 5 (five) **Banking days** after making decision, which shall contain the motivation part together with other mandatory components, shall deliver the decision to the chairman of the **Permanent arbitration court** and such decision shall be given to the **Party** upon its written or verbal request.
- 9.4.15. Each **Party** is entitled to require from the arbitration court within 10 (ten) calendar days after receiving arbitration decision but not later than within 30 (thirty) calendar days after making arbitration decision, to:
- 9.4.15.1. Rectify the error made in the calculations of the arbitration decision, typing or other similar errors;
- 9.4.15.2. give clarification with regard to any particular issue of the arbitration decision or with regard to any part of this decision;
- 9.4.15.3. Make additional decision with regard to the requirements which were stated in the course of arbitration hearing, but were not reflected in the decision.
- 9.4.16. All communications between the **Parties**, **Permanent arbitration court** and arbitration court should be held through the chancellery of the **Permanent arbitration court**.
- 9.4.17. The rules of hearing arbitration dispute and procedural issues on making arbitration decision which are not regulated neither by the **Standard Terms and Conditions** nor the regulation/charter of the **Permanent arbitration court** or **Legislation**, shall be resolved by the chairman of the **Permanent arbitration court**, and after establishment of the arbitration court – by the arbitration court.
- 10. Effectiveness and Termination of the Agreement**
- 10.1. The **Agreement** enters into force since the moment of its signing by the **Parties** and stays effective until the **Parties** discharge the obligations assumed under the **Agreement** in full and properly.
- 10.2. In cases and under the terms defined by the **Agreement**, **Other Transaction Associated Thereto** and/or the **Legislation**, the early termination of the **Agreement** and/or **Other Transaction Associated Thereto**, in full or partially, is possible:
- 10.2.1. by the **Bank** at any time, if the **Contractor** fails to fulfill in full and duly any obligation defined by the **Agreement** and/or **Other deal associated thereto** (including monetary obligation, **Representations and Warranties**, any commitment and/or other liabilities);
- 10.2.2. by the **Parties** written agreement;
- 10.2.3. in other cases stipulated by the **Agreement**, **Other Transaction Associated Thereto** and/or **Legislation**, if the cases stipulated by the **Legislation** does not contravene the **Agreement**;
- 10.3. The **Bank** is authorized to terminate the **Agreement** ahead of schedule on the basis of a written notice sent to the **Contractor** 5 (five) calendar days prior.
- 10.4. In case if based on the **Legislation** and in accordance with it the **Contractor** decides to unilaterally terminate the **Agreement** in full or partially, he/she shall notify in writing the **Bank** about the made decision, its basis and the date of its becoming effective, which shall not be less than 30 (thirty) calendar days. If in cases stipulated by the **Agreement** and/or the **Legislation** the **Agreement** has to be terminated in shorter terms and/or the **Bank** finds it advisable to terminate the **Agreement** in a shorter term, the **Agreement** may be terminated in a shorter term.
- 10.5. In case if the **Agreement** is terminated:
- 10.5.1. the **Parties** shall return to each other everything received under the **Agreement** and/or **Transaction Associated Thereto**;
- 10.5.2. If the **Contractor** terminated the **Agreement** at that point in time, when the **Bank** was unable to otherwise ensure its interests, the **Contractor** shall compensate any damage (loss) inflicted to the **Bank** by the termination of the **Agreement**.
- 10.6. Termination of the **Agreement** and/or **Other Transaction Associated Thereto** in full or partially does not relieve the **Contractor** of the discharge (payment) in full and properly of obligations assumed under the **Agreement** and/or **Other Transaction Associated Thereto** and/or the obligations established by the **Legislation** before the moment of coercive or voluntary enforcement of such obligation.
- 10.7. If the results (responsibility) of termination of the **Agreement** and/or **Other Transaction Associated Thereto** in full or partially are not stipulated by the **Agreement** and/or **Other Transaction Associated Thereto**, the **Parties** shall be guided by the applicable **Legislation**.
- 11. Modifications and Amendments**
- 11.1. Amendments and modifications to the **Agreement**, except the **Standard Terms and Conditions**, may be made only in writing, as agreed by the **Parties**.
- 11.2. If amendments and modifications, due to their content, require registration with the **Registry**, they shall enter into force after their registration with the **Registry**.
- 12. Terms of the Agreement Applied to the Contractor**
- 12.1. For the purposes of the **Agreement** and/or **Other Transaction Associated Thereto** the terms and conditions of the **Agreement** and/or **Other Transaction Associated Thereto** shall apply in full to the **Person** given in the definition of the "Contractor" except the cases, when due to the legal status (natural **Person**, legal entity or other organizational formation. Also, physical person's age) of the respective **Person** a specific term do not apply to such **Person**.

- 12.2. In cases when a party to the **Agreement** and/or **Other Transaction Associated Thereto** is represented by more than one **Contractor**:
- 12.2.1. Each such **Contractor** is a solidary debtor against the **Bank** as regards the obligations arising from the **Agreement** and/or **Other Transaction Associated Thereto**;
- 12.2.2. In case of violation of the **Agreement** and/or **Other Transaction Associated Thereto** by one of the **Contractors** the **Bank** is authorized to make respective claim/claims to any **Contractor** and enjoy in reference to him/her the rights defined by the **Agreement** and/or **Other Transaction Associated Thereto** and/or established by the **Legislation**.
- 13. Other Conditions**
- 13.1. The **Parties** confirm that the contents of the **Agreement** explicitly expresses the will of the **Parties** and that the expression of such will occurred as a result of reasonable judgment of the contents of the **Agreement** and not solely based on literary meaning.
- 13.2. No use by a **Party** of the rights granted by one of the **Parties** to the other with regard to full or partial breach of the **Agreement, Other Transaction Associated Thereto** and/or **Legislation** shall not apply to any subsequent breach of the **Agreement, Other Transaction Associated Thereto** and/or **Legislation**.
- 13.3. Annulment of any of the article(s), paragraph(s) and/or sub-paragraph(s) of the **Agreement** and/or **Other Transaction Associated Thereto** shall not cause annulment of other paragraph(s) and/or sub-paragraph(s) of the **Agreement** and/or **Other Transaction Associated Thereto**. Instead of the annulled provision, new provision will be used which will allow easier achievement of the goal envisaged by the **Agreement** and/or **Other Transaction Associated Thereto** (including by annulled provision).
- 13.4. The **Agreement** and/or **Other Transaction Associated Thereto** with their liabilities and benefits are mandatory to the legal successors/assignees of the **Parties**, unless otherwise envisaged by **Legislation**, taking into consideration the contents of the **Agreement** and/or **Other Transaction Associated Thereto** and/or its/their article(s), paragraph(s) and sub-paragraph(s).
- 13.5. The **Contractor** shall not, without prior written consent of the **Bank**, transfer to the **Third party** the obligations assumed or the rights granted to it under the **Agreement** and/or **Other Transaction Associated Thereto** (including **Annex**). Refusal of the **Bank** excludes the possibility of any above indicated actions and accordingly any action exercised through breach of this rule is void and shall not bear legal consequences unless otherwise explicitly envisaged by the **Legislation** in particular cases. Furthermore, this provision does not imply the reservation that the **Contractor** should personally perform obligations and does not exclude the right of the **Bank** to accept performance from the **Third party**, notwithstanding the consent of the **Contractor**.
- 13.6. The **Agreement** is interpreted and regulated according to the **Legislation**. In cases not envisaged by the **Agreement** and/or **Other Transaction Associated Thereto**, the **Parties** shall adhere to the norms established by the **Legislation** regulating relevant relationships and/or additionally agreed terms.
- 13.7. The **Agreement** and/or **Other Transaction Associated Thereto** are drawn up in the Georgian language. If any of the **Parties** does not understand Georgian and/or its writing, or the **Parties** or one of the **Parties** wishes, then the **Agreement** and/or **Other Transaction Associated Thereto** may be drawn up in other languages acceptable to the **Parties**. When interpreting the **Agreement** and/or **Other Transaction Associated Thereto**, the Georgian version shall prevail. These norms also apply to the relations between the **Parties** and/or preparation or interpretation of the **Agreement** and/or **Other Transaction Associated Thereto** or any other document.

Annex No. A to Standard Terms and Conditions of POS Loans

1. Procedure for making/accommodating with and servicing the bank loan under the POS loans:

- 1.1 The **Contractor** sends a **Customer** who wishes to buy **Goods** by the bank loan to the **Bank** or **Desk**;
- 1.2 The **Contractor** issues a **Certificate** to the **Customer** in the form agreed between the **Bank** and the **Contractor**;
- 1.3 The **Desk** explains to the **Customer** conditions of making and using the bank loan. The **Desk** asks the **Customer** seeking to make the bank loan to submit a **Certificate** issued by the **Contractor** which specifies type of the **Goods** the **Customer** wishes to buy, its cost in national currency and the **Customer** identification data;
- 1.4 The **Customer** fills in the bank loan application at the **Desk**, which is forwarded to the **Bank** in electronic form together with corresponding documentation;
- 1.5 The **Bank** makes a decision on making or not making the loan requested by the application in the shortest reasonable time. The made decision is returned to the **Desk** in electronic form;
- 1.6 In case of positive answer the **Desk** notifies the **Customer** of bank loan approval and asks to pay **Co-funding amount** (if any);
- 1.7 Three copies of the **Payment Order** are handed over to the **Customer** to pay the **Co-funding amount**. The **Customer** signs the **Payment Order** and pays the **Co-funding amount** to the **Contractor** by way of bank transfer or direct payment to the cash office;
- 1.8 The cashier at the **Contractor's** cash office (the person responsible for the receipt of cash) receives the amount indicated in the **Payment Order**, signs and stamps the **Payment Order** with the **Contractor's** stamp. Out of 3 (three) copies of the submitted **Payment Orders** one stays with the **Contractor's** cashier, one copy is handed over to the **Customer** along with the cash machine receipt, which the **Customer** submits to the **Desk**;
- 1.9 Only after submission of the **Payment Order** appended with the cash machine receipt the **Desk** executes the bank loan agreement with the **Customer** in 2 (two) copies (together with the payment schedule and conditions). The agreement is signed by the **Customer** and the **Desk** (one copy stays with the **Desk** and another with the **Customer**);
- 1.10 After the bank loan execution the **Customer** receives the stamped **Payment Order** signed by the **Desk**. The **Payment Order** is submitted to the **Contractor** who verifies its authenticity. The verification is carried out by way of calling or directly contacting the employee responsible for the **Payment Order** issuance to make sure that the **Payment Order** has been virtually issued by him/her. Only based on the verified **Payment Order** the **Contractor** gives out the purchased **Goods** to the **Customer**;
- 1.11 The **Contractor**, in accordance with the conditions of the **Agreement**, draws up for the **Customer** guarantee maintenance for the saleable **Goods** (considering the **Goods** specificity if possible), normally for minimum 6 months, and a delivery and acceptance act. By signing the act the **Customer** confirms that the **Goods** received are suitable to be used as intended and/or free of defects in substance;
- 1.12 If the **Customer** expresses desire to change any parameter of the **Goods** to be purchased by the bank loan specified in the **Certificate**, the **Contractor** is obliged to notify the **Bank** (the person responsible for filling in the application) and only upon the **Bank's** consent to change the **Goods** indicated in the **Certificate** and/or any of the parameters thereof;
- 1.13 At the end of each day the **Desk** draws up a report in 2 (two) copies. The report contains the list of **Goods** and **Customers** who were approved by a bank loan and was issued a **Payment Order** to be submitted to the **Contractor**;
- 1.14 The **Person** authorized to be a representative of the **Contractor** compares the data included in the report with the amount of **Goods** given out during the day and in case of their conformability signs and stamps it;
- 1.15 The **Contractor** is obliged to check on a monthly basis whether the amounts corresponding to the given out **Goods** are received and in case of any problem to notify the **Bank** of it in a timely manner;

2. Procedure of returning the Goods purchased on the basis of POS Loans:

- 2.1 In case if the **Customer** returns the **Goods** or refuses to accept the service, the **Contractor** executes a corresponding document with the **Customer** saying that, the agreement between them was terminated and/or the **Goods** were returned;
- 2.2 The **Contractor** is obliged to transfer the remaining amount of total **Purchase Price** of the returned **Goods** (total cost of the **Purchase Price** less the **Customer** prepaid **Co-funding amount** (the document confirming the payment of the aforesaid amount shall be immediately submitted by the **Contractor**)) to the bank account of the **Customer** and notify the **Bank** before making the transfer. The **Contractor** is prohibited to return the **Purchase Price** and/or its part to the **Customer** by way of cash settlement;
- 2.3 The **Contractor** finds out from the **Customer** the corresponding bank account details and transfers the amount to the **Customer's** account. In parallel the **Contractor** sends a letter to posloan.operations@bog.ge or an official letter by the post office about the transfer of funds to the **Customer** account;
- 2.4 At the same time the **Contractor** and/or the **Desk** explain to the **Customer** that the **Customer** is not released from the obligation of repaying the loan. In order to prematurely discharge in full and properly the obligations originating from the bank loan made by the **Customer** it is necessary for the **Customer** to visit the **Bank**.

3. The procedure of accepting/making and servicing the bank loan approved under the POS Loans by the Desk

- 3.1 The **Contractor** sends a **Customer** intending to buy the **Goods** by bank loan to the **Desk**;
- 3.2 The **Desk** explains to the **Customer** conditions of making and using the bank loan. The **Customer** intending to receive the bank loan is asked to submit a **Certificate** issued by the **Contractor**, which indicates the type of the **Goods** to be purchased, the price of the **Goods** in national currency and the **Customer** identification data;
- 3.3 The **Contractor** issues a **Certificate** in accordance with the form agreed between the **Bank** and the **Contractor**;
- 3.4 The **Desk** hands over to the **Customer** a notification about the bank loan approval and asks to pay the **Co-funding amount**, if any;
- 3.5 To pay the **Co-funding amount** the **Customer** is handed over 3 (three) copies of the **Payment Order**. The **Customer** signs the **Payment Order** and pays the **Co-funding amount** specified in it to the **Contractor** by bank transfer or directly to the cash office;

- 3.6. The cashier (the person responsible for the acceptance of cash) in the **Contractor's** cash office accepts the amount indicated in the **Payment Order**, signs the **Payment Order** and affixes the **Contractor's** stamp. Out of 3 (three) copies of the **Payment Order** submitted to the cashier one stays with the **Contractor's** cashier, one copy goes to the **Customer** and appended with the cash machine receipt is submitted by the **Customer** to the Desk.
- 3.7. The **Desk** or the **Contractor's** employee hand over to the **Customer** the stamped **Payment Order** signed by the **Desk**. The **Payment Order** specified in this paragraph is submitted to the **Contractor** who verifies the **Payment Order's** authenticity. The verification is carried out by way of calling or directly contacting the employee responsible for the **Payment Order** issuance to make sure that the **Payment Order** has been virtually issued by him/her. Only based on the verified **Payment Order** the **Contractor** gives out the purchased **Goods** to the **Customer**;
- 3.8. The **Contractor**, in accordance with the conditions of the agreement, draws up for the **Customer** guarantee maintenance for the saleable **Goods** (considering the **Goods** specificity, if possible), normally for minimum 6 months, and a delivery and acceptance act. By signing the act the **Customer** confirms that the **Goods** received are suitable to be used as intended and/or free of defects in substance;
- 3.9. If the **Customer** expresses desire to change any parameter of the **Goods** to be purchased by the bank loan specified in the **Certificate** the **Contractor** is obliged to notify the **Bank** (the person responsible for filling in the application) and only upon the **Bank's** consent to change the **Goods** indicated in the certificate and/or any of the parameters thereof;
- 3.10. At the end of each day the **Desk** draws up a report in 2 (two) copies. The report contains the list of all the **Goods** and **Customers** in respect of which/whom the bank loan was made and the **Payment Order** was issued to be submitted to the **Contractor**;
- 3.11. The **Person** authorized to be a representative of the **Contractor** compares the data included in the report with the amount of **Goods** given out during the day and in case of their conformability signs and stamps it;
- 3.12. The **Contractor** is obliged to check on a monthly basis whether the amounts corresponding to the given out **Goods** are received and in case of any problem to notify the **Bank** of it in a timely manner;
4. **Procedure of returning the Goods received on the basis of POS Loans via the Desk:**
- 4.1. In case if the **Customer** returns the **Goods** or refuses to accept the service the **Contractor** executes corresponding document with the **Customer** saying that the agreement between them was terminated and/or the **Goods** were returned;
- 4.2. The **Contractor** is obliged to transfer the remaining amount of total **Purchase Price** (total cost of the **Purchase Price** less the **Customer** prepaid **Co-funding amount**, the document confirming the payment of the aforesaid amount shall be immediately submitted by the **Contractor**) of the returned **Goods** to the bank account of the **Customer** and notify the **Bank** before making the transfer. The **Contractor** is prohibited to return the **Purchase Price** and/or its part to the **Customer** by way of cash settlement;
- 4.3. The **Contractor** finds out from the **Customer** the corresponding bank account details and transfers the amount to the **Customer** account. In parallel the **Contractor** sends a letter to the **Bank** at posloan.operations@bog.ge or an official letter by post office about the transfer of funds to the **Customer** account;
- 4.4. At the same time the **Contractor** and/or the **Desk** explain to the **Customer** that the **Customer** is not released from the obligation of repaying the loan. In order to prematurely discharge in full and properly the obligations originating from the bank loan made by the **Customer** it is necessary for the **Customer** to visit the **Bank**.
5. **Procedure of activating/using the POS loan limit approved for the Customer via Payment Terminal:**
- 5.1. The **Customer** who wishes to buy something by the bank loan activates the bank loan via the **Payment Terminal**;
- 5.2. The **Contractor's** representative places the **Customer's Card** in the **Payment Terminal** and selects the function for activating the installment plan;
- 5.3. Representative of the **Contractor** indicates in the **Payment Terminal** the amount necessary to buy the **Goods** and number of the payments. After the data input the **Customer** confirms the transaction by entering the pin-code. If the transaction is successful a receipt is printed with the received loan parameters on it and the **Customer** immediately affixes signature on the receipt. In parallel the POS loan is automatically registered on the **Customer** code in the **Bank**, then automatically issued to the **Customer's** account and the amount is transferred to the **Contractor's** account by the **Bank**, on the requisits agreed preliminarily;
- 5.4. In case of problem related to the **Payment Terminal** functionality or erroneous transaction the **Contractor's** representative is obliged to carry out the **Bank** instructions;
- 5.5. If the **Customer** expresses desire to activate the bank loan by the use of **Payment Terminal** so that to ensure payment of the **Purchase Price**, the **Contractor** is obliged:
- 5.5.1. to familiarize the **Customer** with all the information recorded in the **Payment Terminal**, including the bank agreement conditions;
- 5.5.2. to hand over to the **Customer** hard copy of the bank service agreement to be executed with the **Bank**.
- 5.6. to ensure the **Goods** returning/cancellation the service agreement through the observance of the conditions stipulated by this **Annex** and to immediately notify the **Bank** of the aforesaid if the **Customer** makes a claim to the **Contractor** before 18:00 of the day when the bank loan was activated via **Payment Terminal**, saying that the **Contractor** failed to familiarize the **Customer** in full and properly with the bank loan terms and conditions recored in the **Payment Terminal**.
6. **Procedure of returning the Goods purchased by activating/using Customer POS-loan limit via the Payment Terminal:**
- 6.1. If **Customer** makes in writing a claim to the **Contractor** before 18:00 of the day when the bank loan was activated via **Payment Terminal** saying that the **Contractor** failed to familiarize the **Customer** in full and properly with the bank loan terms and conditions recored in the **Payment Terminal**, the **Contractor** makes sure to return the **Goods**/cancel the service agreement;
- 6.2. The **Customer** written claim/application is drawn up in two copies, of which one stays with the **Customer** another - with the **Contractor**. Further, the scanned version of the copy of the **Contractor** is sent on the same day to the **Bank**. The document specifies that the agreement between the **Contractor** and the **Customer** was terminated and/or the **Goods** were returned and also the grounds for the rejection of the bank loan;

- 6.3. The **Contractor** is obliged to transfer to the **Customer's** bank account the portion of the returned **Goods'** cost, paid by the **Customer** from the bank loan activated via the **Payment Terminal** and to notify the **Bank** prior to such transfer. The **Contractor** is prohibited to return the **Purchase Price** and/or its part to the **Customer** by way of cash settlement.
- 6.4. The **Contractor** finds out from the **Customer** the corresponding bank account details and transfers the amount to the **Customer** account. In parallel the **Contractor** sends a letter to the **Bank** at posloan.operations@bog.ge or an official letter by post office containing a notification about the **Customer** repaying the received bank loan;

Standard Terms and Conditions Of POS Loan Services
Annex No. B

Certificate № _____

Date of issuing **Certificate**:

[Contractor's legal form and name]

Address: _____
 Tel/Fax: _____
 ID code: _____
 Bank: _____
 Bank code: _____
 Account # _____
 Address: _____

Customer

First name and last name:	_____
Personal No:	_____

Address of Service Center: _____

 Tel/Fax: _____

№	Description of Goods	Quantity	Unit price	Total sum
1				
2				
3				
4				
5				
6				
7				
8				

Total:

VAT inclusive

Contractor and **Customer** are aware that the above-mentioned **Certificate** and/or the data included in it may be changed only on the basis of the **Bank's** prior written consent.

Responsible person _____

Signature: _____

(Note: the signature must be necessarily certified by the Contractor's stamp)

Standard Terms and Conditions of POS Loan Services
Annex No. C

Payment Order № _____

[Name of the Contractor]

Please be advised that the **Customer** [insert the **Customer's** first name, last name and personal number], in order to buy the **Goods** at **Purchase price** of [insert the **Purchase price** in **figurs (in words) and currency**], was accomodated with a loan in ammount of [insert the **bank loan amount in figurs (in words) and currency**], of which the **Bank**, based on the **Customer's** instruction, ensures payment of the part of the **Purchase Price** by the **Customer** to the **Contractor** in amount of [insert the **amount in figurs (in words) and currency**].

The **Payment order** issuer (**Desk**) – [insert the first name and last name]

Contact telephone number – [insert the phone number].