

Place: \_\_\_\_\_

Date: \_\_\_\_\_

# Loan Agreement

## 1. Parties of the Agreement

- 1.1. "The lender"- JSC Microfinance Organization Crystal; registration number: 212896570; legal address: 72 Tamar Mepe Str., Kutaisi, 4600 Georgia
- 1.2. "The Borrower"- \_\_\_\_\_

"The lender" and "The Borrower" acting under the Country legislation and the rights under the charter of the lender, have agreed on the following:

## 2. Subject of the Agreement

- 2.1. On the basis of the terms specified in this Agreement, the Lender is providing the Borrower with the loan
- 2.2. Lender and Borrower take responsibility to fulfill commitments towards each other fully and in a due time

## 3. General Terms and Conditions of the Loan

3.1. Volume and currency of the Loan	
3.2. Maturity of the Loan (# of month)	
3.3. Grace period	
3.4. Interest rate	
3.5. Commission (Origination) fee	
3.6. Penalty for the late payment	
3.7. Penalty for pre-payment	
3.8. Purpose of the loan	
3.9. Loan Provision/Collateral	

### 3.10. Additional conditions

3.10.1 The Borrower should use the loan only according to the information/purpose given in the loan application. Otherwise such activity will be deemed as misuse of the loan and may result in termination of the Agreement.

3.10.2. Loan repayment is carried out in accordance with the attached repayment schedule, which is an integral part of this agreement.

3.10.3. In case if financial position of the Borrower deteriorates or there is such potential hazard, the borrower should present additional provisioning/guarantees that will be deemed by the lender as satisfactory.

3.10.4. The order of the loan repayment is as follows: first penalty is covered (in case if such liability exists); then accumulated interest; and finally principal of the loan.

3.10.5. In case of loan disbursement in several tranches, interest is accumulated based on the actual loan balance. As agreed between the parties, proper use of the first tranche represents an obligation for disbursing remaining part of the loan. In case of violating this point, the Lender has right to suspend the remaining part of the tranche and require immediate repayment of the disbursed amount.

3.10.6. Penalty fee on late payment will be charged for maximum 90 days.

3.10.7. The Lender keeps right to retain commission fee from the original loan amount.

3.10.8. In case of refinancing, if more than 40% of the loan principal is covered, the Lender keeps its right to free the borrower from penalty charges for early pre-payment.

## 4. Reporting

- 4.1. Upon request of the Lender, Borrower should present financial and legal documentation, reflecting current activity and financial status: invoices, customs declarations, agreements with suppliers and clients, licenses and certificates, balance sheet and etc.

## 5. Rights and Responsibilities of the Parties

- 5.1. The parties are required to duly execute all the responsibilities undertaken under this agreement. Therefore, each party has right to require execution of undertaken responsibilities.
- 5.2. The parties are responsible to keep each other's business reputation and keep business information confidential.
- 5.3. The Borrower is required to duly cover all liabilities undertaken under this agreement, repay the taken loan and interest accumulated on it.

- 5.4. After the Lender makes a written requirement, the Borrower should present within 5 business days all information and documents required by the lender concerning his business activity. Borrower should also provide adequate conditions for the lender to get any information required for implementing this agreement.
- 5.5. The Borrower should notify the lender about:
  - Potential changes in financial or property conditions or those factors that may lead to such changes
  - Change of living place or business location and the date of such change.
- 5.6. The Lender claims and ensures that:
  - In case if dispute arises between the parties, unpaid accumulated interest will be deemed as liability;
  - Putting and implementation of the given agreement does not violate terms of the Lender's charter documentation or any other transaction to which the borrower is a party;
  - the Borrower will not refrain from implementing all undertaken obligations or will not transfer his responsibilities to a third party without getting preliminary written consent from the Lender;
  - The Borrower is not engaged in any court proceeding that may endanger its property and/or assets.
- 5.7. While this agreement remains in force, the Borrower has no right to undertake any other credit liabilities from third parties (physical or legal) without first informing the Lender in advance.
- 5.8. The Lender has right to conduct periodic monitoring of the borrower's business activity, control financial status of the borrower and check for changes in loan provisioning. The frequency of monitoring and number of visits is determined by the lender without giving prior notification to the borrower.
- 5.9. During credit relationship, the borrower takes responsibility to provide adequate conditions and opportunity to lender representatives for conducting financial monitoring of the loan.
- 5.10. The Lender takes responsibility to provide Borrower with full and clear information on the loan, inform about all potential fees and charges, and clarify the Lender's social responsibility as well as borrower's rights.

## 6. Grounds for contract termination

- 6.1. The Lender has right to terminate the agreement and all relevant contracts and require from the borrower immediate repayment of the liabilities in case if:
  - 6.1.1. The Borrower or any third parties involved in loan provisioning agreements or their legal representatives violate responsibilities taken towards the lender;
  - 6.1.2. Financial position of the Borrower (or guarantor) deteriorates and will endanger due and proper execution of the responsibilities;
  - 6.1.3. The Borrower provides wrong and false information to the lender;
  - 6.1.4. Items presented as loan provision get destroyed, damaged or decrease in value.
  - 6.1.5. The loan is not used for due purpose by the Borrower;
  - 6.1.6. Equity of the Borrower sharply goes down;
  - 6.1.7. The case indicated in point 5.7 occurs;

## 7. Other conditions

- 7.1. The Borrower agrees to provide his credit information to the National Credit Bureau: JSC "Credit Info Georgia", which may give access to this information to all authorized parties;
- 7.2. The given agreement becomes valid from the moment both parties put their signatures and remains in force till all obligations undertaken by the parties are fully met.
- 7.3 Any changes and addition to the present agreement are to be done in the written form and are considered as the integral part of the agreement.
- 7.4. The present agreement is regulated by the Georgian legislation.
- 7.5 Any disputes that rise between parties should be discussed by mutual understanding. In case parties failed do come to agreement, the dispute will be discussed in the court.
- 7.6. The parties agreed the place of the agreement implementation is to be the legal address of the Lender
- 7.7. Stoppage of any paragraphs of the Agreement does not give rise to stop the full agreement or other paragraphs.
- 7.8. Non usage of its rights-responsibilities by any party does not mean its rejection.
- 7.9. The present agreement is prepared in three equal in rights copies. One copy is passed to the Borrower.

## 8. Signatures

"The Lender"

"The Borrower"

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Place: \_\_\_\_\_

Date: \_\_\_\_\_

# Loan Repayment Schedule

## Appendix 1 to the Loan Agreement # \_\_\_\_\_

1. The loan repayment schedule is made in: /USD or GEL/ Currency
2. Annual interest rate: \_\_\_\_\_%
3. Name of loan Product: \_\_\_\_\_
4. The amounts are to be repaid till 17.00 on the indicated dates
5. The repayment can be made in any office of JSC Microfinance Organization Crystal or at the following bank accounts of the Lender: \_\_\_\_\_
6. Loan principal and all charged are to be repaid according to the table given below:

Date	Loan Disbursement	Commission Fee	Principle Repayment	Interest Repayment	Total Repayment	Total Balance
<b>Total:</b>	-	-	-	-	-	-

### Signatures

"The Lender"

"The Borrower"

\_\_\_\_\_/Credit Officer/

\_\_\_\_\_

\_\_\_\_\_/Credit Manager/

### Contact Information:

(Legal and current addresses of the parties; contact persons; phone numbers)