

General Terms of the Surety Agreement

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1. Definition of Terms

- 1.1 Unless otherwise defined by the **Surety Agreement** or otherwise stated in its context, the following terms in the **Surety Agreement** shall have the following meanings:
- 1.1.1 **Account** – the account(s) of the **Surety** maintained at the **Bank**;
- 1.1.2 **Bank** – JSC Liberty Bank (ID# 203828304), which is the **Party** to the **Surety Agreement**;
- 1.1.3 **Bureau** – credit information bureau(s);
- 1.1.4 **Representations and Warranties** – the representations and warranties of the **Surety** set forth under paragraph 2 of the **General Terms of the Surety Agreement**. The representations and warranties of the **Surety** under the **Surety Agreement** as well and/or under the agreements(s) concluded within it;
- 1.1.5 **Additional Conditions** – as defined under the **Surety Agreement** or agreed by the **Parties**: (a) additional conditions that are not provided for in the **Surety Agreement** and/or (b) amended conditions, which change and regulate differently the specific article(s), paragraph(s), subparagraph(s) of the **Surety Agreement**;
- 1.1.6 **Annex** – Any any annex concluded by the **Parties** in material and/or electronic form, which specifies, amends and/or terminates the **Surety Agreement** and/or the terms and conditions thereof. **Annex** represents an integral part of the **Surety Agreement**;
- 1.1.7 **Surety/Guarantor** – the surety as defined under the **Surety Agreement**, who is a **Party** to the **Surety Agreement**;
- 1.1.8 **Surety Agreement** – the combination of **General Terms of the Surety Agreement**, the application(s) submitted by the **Surety** to the **Bank**, the surety agreement concluded by the **Parties** and/or any additional application(s)/annex(es) that are concluded/will be concluded in connection with the surety agreement and represents an integral part thereof;
- 1.1.9 **General Terms of the Surety Agreement** – the main terms of the **Surety Agreement** provided under this document, which is an integral part of the **Surety Agreement** and is placed on the **Bank's** website: www.libertybank.ge
- 1.1.10 **Law/Legislation** – the combination of all applicable legislative and subordinate normative acts of Georgia as well as the international treaties and agreements of Georgia in the system of normative acts of Georgia;
- 1.1.11 **Confidential Information** – unless otherwise provided under the **Surety Agreement**, any information/documentation (including the information/documentation regarding the **Party's** personal, shareholding, financial data, the data of **Persons** owning/governing/related to the **Party**, transaction(s) with **Third Parties**, movable and/or immovable property/objects possessed, business processes/procedures, marketing strategy, project(s) and/or other data) received, processed, created and/or sent by one of the **Parties** regarding the other **Party** in consequence of signing and/or fulfillment of the **Surety Agreement**) and/or other important information/documentation;
- 1.1.12 **Third Party** – any **Person** other than the **Parties** to the **Surety Agreement**;
- 1.1.13 **Debtor(s)** – existing and/or future party(ies) to the **Principal Agreement**, whose obligations to the **Bank** are secured by **Surety Agreement**;
- 1.1.14 **Party/Parties** – the **Bank** and/or the **Surety** as the context requires;
- 1.1.15 **Person(s)** – individual(s), legal entit(ies)y (including legal entit(ies)y under public law), non-entrepreneurial (non-commercial) legal entit(ies)y and/or other organizational formation(s) created on the basis of the **Law**;
- 1.1.16 **Banking Day** – the part of the working day determined by the **Bank** (other than holidays determined by the **Bank** and/or official holidays determined by the **Law**) when the **Bank** provides banking services;
- 1.1.17 **Secured Claim** – the **Bank's** claim arising out of the **Principal Agreement** (including other agreement(s) associated with the **Principal Agreement**), **Surety Agreement** as well. The **Secured Claim** is variable and includes the current or future and/or conditional claims against the **Debtor(s)**, including but not limited to the withdrawn principal credit amount, interest rate, commission fees, penalty, the amounts of reimbursement of damage/loss, court/arbitration enforcement expenses and expenses and/or other expenses determined by the **Law**. The **Secured Claim** is also all claims of the **Bank** (including related to the credit product actually received and / or used by the **Debtor**) arising from the termination (annulment as well) of the **Principal Agreement** and/or any, several or all agreement(s) entered in the scope of the **Principal Agreement**;
- 1.1.18 **Collateral** – any facilities (mortgage, pledge, surety, bank guarantee, etc.) by which the full and timely fulfillment of the **Secured Claim** to the **Bank** is ensured;
- 1.1.19 **Principal Agreement** – the agreement(s) defined as such under the **Surety Agreement** (including the current and/or future annexes, amendments and/or additions to the **Principal Agreement**) and all other agreement(s) associated thereto (agreements concluded or to be concluded on the basis of the **Principal Agreement**, parties of which are the current and/or future **Debtor(s)**, representing the basis for **Secured Claim**).

2. Representations and Warranties

- 2.1 The **Surety** represents and warrants that:
- 2.1.1 the **Surety** an authorized and legally capable **Person** who has obtained all necessary consents, permits and/or proxies/orders (power of attorney) for concluding, signing and executing the **Surety Agreement**;
- 2.1.2 the **Surety** is aware and confirms that: (a) possible amount of claim that is ensured by the **Surety** in favor of the **Bank**, (b) the terms of the **Principal Agreement** (including all changes and/or additions made to it);
- 2.1.3 the conclusion and/or fulfillment of the **Surety Agreement** by the **Surety** is not contradictory to the **Law**, any other Law under jurisdiction of which the **Surety** operates/conducts business, international norms and/or other regulations, does not result the violation/breach of the obligation(s) assumed by the **Surety** under any other contractual relationship; and does not give rise to the **Third Party's** right to contend for the **Surety Agreement**;
- 2.1.4 the **Surety** has not been involved in any lawsuit and/or arbitration dispute, in civil, criminal and/or administrative proceedings (as a plaintiff, defendant, third person or otherwise) that may prevent the full and proper fulfillment of the obligations assumed by it under the **Surety Agreement**;
- 2.1.5 the **Surety** is solvent and no solvency (bankruptcy or rehabilitation) proceedings or liquidation process has been initiated against it and/or there is no other circumstance that would prevent the full and proper fulfillment of the obligations assumed by it under the **Surety Agreement**;
- 2.1.6 in order to enter into a **Surety Agreement**, the information submitted to the **Bank** is true and accurate, and the submitted documents are the complete and current/valid editions;
- 2.1.7 in order to enter into a **Surety Agreement**, the **Bank** and/or **Third Persons** have not carried out any violence, intimidation/threaten, deception, misleading and/or any other influence on the **Surety** and/or its relatives for the purpose of concluding the **Surety Agreement**, and the **Bank** has not abused its market power;

- 2.1.8 the **Surety Agreement** is not based on the mandat of the **Debtor**, and the **Surety** does not act as the trustee of the **Debtor** (including he does not act under mandat rules in order to manage other persons's affairs);
- 2.1.9 the **Surety** is aware of the type and volume of obligations, arising from the agreement(s) concluded by the **Debtor(s)** in the future as well, are ensured by the joint **Surety**. The **Surety** is fully familiar with the text of the **Principal Agreement**, related contract(s) and/or annexes, the conditions specified in it/them are understandable and acceptable to the **Surety**;
- 2.2 The **Surety** shall immediately notify the **Bank** of any circumstance(s) that may result in violation of the **Representations and Warranties** under **Surety Agreement** and/or any obligations assumed under the **Surety Agreement**.
- 2.3 The **Parties** acknowledge and agree that they conclude the **Surety Agreement** based on the **Representations and Warranties** and hold them to be the terms and conditions of the **Surety Agreement**. Accordingly, violation of the **Representations and Warranties** shall be deemed as the sufficient grounds for the **Bank** to request to cover any credit product (in full or in part) issued within the **Principal Agreement** prematurely and/or to unilaterally waive to perform any or all obligations provided under the **Principal Agreement** (which includes without any restriction the issuance of credit). In case of recall/demand back the credit product by the **Bank**, any credit product received within the **Principal Agreement** shall immediately be repaid/returned along with interests accrued thereon and penalties imposed, if any. If the **Bank's** such claim is not satisfied, the **Bank** is authorized to demand satisfaction of such claim from the **Surety** in accordance with the **Surety Agreement** and the **Law**.

3. General Terms and Conditions of the Surety

- 3.1. Responsibility of the **Surety** shall be limited to the payment of the maximum amount (or its equivalent at the commercial rate established by the **Bank** as of the date of fulfillment the liability/obligation in full or in part) envisaged by the **Surety Agreement**.
- 3.2. The **Bank** shall be authorized to carry out all actions established by the **Legislation** to enforce the **Surety's** property without any attempt to compulsory enforcement against the **Debtor** if:
- 3.2.1. the **Debtor(s)** does not perform and/or unduly performs the obligations undertaken by the **Principal Agreement(s)**; and/or
- 3.2.2. the **Debtor** has overdue amount to be paid and the **Bank** has warned the **Debtor** thereof but in vain and/or the **Debtor** apparently is insolvent and/or the **Bank** recalls the debt requests to pay the debt before due date but the request is not satisfied; and/or
- 3.2.3. the **Surety** does not perform and/or unduly performs the obligations undertaken by the **Surety Agreement**; and/or
- 3.2.4. in any other cases envisaged by the **Principal Agreement** and/or **Legislation**; and/or
- 3.2.5. Failure to fulfill and/or non-timely fulfillment of such monetary obligation by the **Debtor** until 18:00 Tbilisi time on the due date of any monetary obligation under the **Secured Claim**;
- 3.3. The **Bank** shall, before (or when) raising a claim against the **Surety**, notify the **Surety** of occurrence the circumstances envisaged by paragraph 3.2, and submit to the **Surety**, upon request, all documents/statements of the debt of the **Debtor**.
- 3.4. The **Surety** shall be responsible to the **Bank** by its entire property, which implies the **Bank's** complete authority to start enforcement against any property of the **Surety** to repay the **Debtor's** obligations;
- 3.5. The **Bank** shall be authorized to exercise all other rights granted thereto by the **Legislation** against the **Surety**.
- 3.6. The **Surety** shall undertake to pay/reimburse all damages (losses) to the **Bank** caused thereby as a result of non-fulfillment or improper fulfillment of the provisions of the **Surety Agreement** as established by **Legislation** and/or the **Surety Agreement**.
- 3.7. To satisfy the **Secured Claim** (including to cover damages/losses), the **Surety** gives consent to the **Bank** to exercise its full powers/rights, at its own discretion, any time from the due date of the **Secured Claim**, to:
- 3.7.1. to block full and/or partial the funds available in the **Surety's Account** maintained with the **Bank**; and/or
- 3.7.2. write off without acceptance all payables (including credit amount and/or payments related to the credit amount) from any of the **Surety's Accounts** maintained with the **Bank** and to direct to repay/reduce the monetary liabilities; if the funds payable and the funds available on the **Account** are in different currencies, make conversion itself at the commercial exchange rate applicable at the **Bank** on the day of payment, and write off without acceptance the conversion fee from the **Surety's Account**.
- 3.8. In order to fulfill the **Debtor's** obligations to the **Bank**, the **Bank** may in its own discretion, to start enforcement on any property of the **Surety**, regardless of whether the **Debtor's** obligations are secured with other **Collateral**. Anyway the **Bank** may in its own discretion initially made the claim against **Debtor's** property that is not **Collateral** object.
- 3.9. The **Surety** gives prior consent to the **Bank's** authority: (a) if more than one financial obligation are due to determine the sequence and order of the payments due; (b) prior any payment is made under the **Secured Claim** block any **Account** maintained with the **Bank** without acceptance according to the rules and procedures of the **Bank**.
- 3.10. During the validity of the **Surety Agreement**, the **Surety** waives his right to:
- 3.10.1. to use the claims (if any) of the **Debtor** against the **Bank**;
- 3.10.2. refuse to satisfy the **Bank**, regardless of whether the **Debtor** has the right to challenge the **Principal Agreement** and/or any agreement concluded within its framework, which is the basis of its obligation; and
- 3.10.3. to request release from the surety for any reason.
- 3.11. The **Surety** shall:
- 3.11.1. within a reasonable time period as determined under **Bank's** written request to submit to the **Bank** any requested document and/or information in a form acceptable to the **Bank**, that: (a) specifies the total assets/property of the **Surety**, financial statement (including balance sheet and profit and loss report), business operations, statements from bank accounts (including accounts with other banking and financial institutions) and statements (including tax statements), (b) specifies the data on the possible, potential and/or existing administrative, judicial (including arbitration court) and/or other similar disputes and/or proceedings, which may have a significant impact on the **Surety's** performance of its obligations under the **Surety Agreement**, including without limitation the disputes or proceedings relating to the **Surety's** property/assets matter, insolvency/bankruptcy, (d) is necessary for the **Bank** to comply with requirements under the **Law** and/or (e) requested by the **Bank** within the scope of reasonableness (for the purpose of monitoring the performance of the obligations assumed under the **Agreement** by the **Surety**);
- 3.11.2. not allow a change in the scope of the main activity, reorganization (transformation, merger, division) or liquidation, as a legal entity or other organizational entity, which is not a legal person, without prior written consent of the **Bank**;
- 3.11.3. not to allow its assets/property or its/parts to be disposed of and/or otherwise encumbered, and/or not to undertake such obligations and/or pay expenses, and/or not carry out such activities, which may have a significant impact on the **Surety's** performance of obligations under the **Surety Agreement**;
- 3.11.4. to prepare financial statements of its own and its subsidiaries in compliance with the rules and procedures established by **Law**, and upon the **Bank's** request, at the **Bank's** and/or **Debtor's** expense, allow an auditor named by the **Bank** to verify such financial statements;

3.11.5. ensure compliance with **Representations and Warranties**, obligations and/or other conditions as provided under **Surety Agreement**.

3.12. If the amount received under the **Surety Agreement** is not sufficient to fully cover the **Secured Claim**, the **Surety** undertakes to cover the recourse/subrogation claim to the **Debtor(s)** arising out from the coverage of **Secured Claim** only after monetary obligations of the **Debtor(s)** under the **Secured Claim** of the **Bank** is fully satisfied.

4. Duration and Termination of the Agreement

4.1 The **Surety Agreement** shall enter into force from the date of its conclusion (signature of the **Parties** and/or by giving consent by the **Parties** through electronic channels specified by the **Bank**) by the **Parties** and shall be valid until the full and proper fulfillment of the obligations taken under the **Secured Claim**.

4.2 The will of the **Parties** to enter into the **Surety Agreement** shall be deemed to be evident if the **Surety Agreement**: (a) by signature or (b) by giving consent (including through electronic channels defined by the **Bank**, such as for example internet banking, mobile banking, receiving and sending short text messages (SMS) and others). Such consent shall have the same legal force as signing a material document.

4.3 The **Surety Agreement** may be terminated in the cases as defined by the **Surety Agreement** and/or **Legislation**, in full or in part only in the following events:

4.3.1 in case of full and duly performance of the **Secured Claim**;

4.3.2 under written agreement between the **Parties**;

4.3.3 in other cases provided under the **Surety Agreement** and/or **Law**.

4.4 If the **Surety** concluded the **Surety Agreement** with the **Bank** on behalf of the **Debtor** (authority or contractual obligation), while existing of grounds defined by the first paragraph of Article 904 of the Civil Code of Georgia, the **Surety** must apply to the **Debtor** for release from the obligations assumed by the **Surety Agreement**. In such a case, the **Surety Agreement** can be terminated only in accordance with subparagraph 4.3.1 of the **General Term of the Surety Agreement**.

4.5 The full or partial termination of the **Surety Agreement** does not release the **Surety** from the full and timely performance of the obligations remaining as a result of the termination of the **Surety Agreement** until the moment of forced or voluntary performance of such obligation.

4.6 If the consequences of full or partial termination of the **Surety Agreement** (including liability) are not provided under the **Surety Agreement**, the **Parties** shall be guided by the relevant **Legislation**.

5. Governing Law and Dispute Resolution

5.1. The **Surety Agreement** shall be regulated and interpreted in accordance with the **Law**. In the cases not covered by the **Surety Agreement**, the **Parties** shall be guided by the regulatory norms for relevant relations established by the **Law** and/or additionally agreed terms and conditions. The **Parties** agree that the legal address of the **Bank** is considered the place of performance of the **Surety Agreement**.

5.2. All disputes arising from the **Surety Agreement** shall be resolved with amicable negotiations between the **Parties**. If the **Parties** fail to settle the dispute, they shall apply to the court according to the legal address of the **Bank**.

6. Communication

6.1. Any communication between the **Parties** made in writing and delivered to the other **Party** directly to the contact data indicated in the **Surety Agreement** and/or other agreement(s) with the **Bank**, personally, by courier service (including registered mail and/or court courier), e-mail, cellular communication (SMS), Internet Banking, Mobile Banking and/or by other means of communication determined by the **Bank** later, provided that:

6.1.1. the notice sent by the **Surety** to the **Bank** personally and/or by courier shall be deemed to be delivered on the day of registering the notice at the **Bank's** cancellery department; and the notice sent trough e-mail - on the day of sending an electronic receipt confirmation by the **Bank** to the **Surety**;

6.1.2. the notice sent by the **Bank** to the **Surety** by courier (including registered mail and/or court courier) shall be deemed to be delivered on the day of delivery to the **Surety**; and in case of absence of such delivery confirmation, on the following calendar day after the notice delivering to any **Person** at the **Surety's** address;

6.1.3. if the notice sent to the **Surety** by courier (including registered mail and/or court courier) cannot be delivered to the addressee, such notice made by the **Bank** shall be considered delivered on the next calendar day after the **Bank** resends such notice;

6.1.4. the notice sent by the **Bank** to the **Surety** via e-mail shall be deemed delivered on the day of sending receipt confirmation (notice of registration in the electronic mail of the addressee) from the **Surety's** e-mail server, and in case of absence of such confirmation, on the following calendar day;

6.1.5. The notice sent by the **Bank** to the **Surety** via cellular communication system (SMS), Internet Banking, Mobile Banking and/or other means of communication determined by the **Bank** later shall be deemed to be delivered on the following calendar day after sending the notice.

6.2. If the **Surety** does not notify the **Bank** in prior regarding any changes in the contact data envisaged by the **Surety Agreement** (including any details determined by the **Agreement**), and the **Person** at a correspondence address refuses to deliver the notice sent on the basis of the **Surety Agreement** and/or the notice is not delivered to the addressee after the second attempt, any such notice sent by the **Bank** shall be deemed delivered on the following calendar day after sending such notice.

7. Confidentiality

7.1. The **Party** shall not disclose and/or transfer any **Confidential Information** to the **Third Party** during the validity of the **Surety Agreement** and after termination of the contractual relations.

7.2. The following information shall not be deemed as **Confidential Information**: (a) the information which is/will become public based on the **Law**; (b) the information, to the disclosure of which there is consent of the owner of **Confidential Information** and/or there is an agreement between the **Parties**; (c) the information disclosed in cases envisaged by the **Law**, including to satisfy the legitimate claim of a **Third Party**.

7.3. The **Surety** gives its consent and grants to the **Bank** the irrevocable right, at its own discretion, to transfer to the **Third Person** for keeping and processing and/or to seek for, receive and process from the **Third Person** the **Confidential Information** regarding the **Surety** for the following purposes: (i) to

monitor the **Surety**; (ii) to collect and record financial/information-analytical data related to the **Surety**; (iii) to render, offer the service to the **Surety**, direct marketing (advertising) and/or (iv) for the other purposes envisaged by the **Law**, including:

7.3.1. to receive personal data of the **Surety** from the electronic database of the LEPL - State Services Development Agency under the procedure established by the **Law** necessary for the **Bank** for the purpose of repeatedly rendering the banking services and to the extent necessary for fulfillment of such purpose;

7.3.2. in case of assigning the claims arising out of the **Surety Agreement** to the **Third Party**, including unequivocally by syndication of the **Secured Claim**, and/or at the stage of preparation of assignment of the claim/syndication, transfer the **Surety Agreement** and any information about the **Surety** received within the **Surety Agreement** to the **Third Party** concerned;

7.3.3. in order to protect its legitimate interests and/or confirm factual circumstances, transfer any information about the **Surety** (give a public notice, make a publication, etc.) including the personal data (if any) of the **Surety** to the **Third party** concerned (court, investigation bodies, etc.);

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

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

7.5. The **Surety** has acknowledged the authorities/rights envisaged by the **Law**, that in case of **Surety's** (including subject of data) request, the data processor is obliged to rectify, renew, add, block, delete or destroy the data, if they are non-complete, non-correct, are not renewed or collecting and processing of them was made/implemented contradictory to the **Law**.

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

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

7.8. In the cases envisaged by article 7 of the **General Terms of the Surety Agreement**, the **Bank** is entitled to process the information repeatedly for the terms and under the conditions as may be necessary to achieve the goals determined by the **Surety Agreement**, unless it is contradictory to the **Law**.

8. Multiplicity of the parties

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

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

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

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

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

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

8.5. Debt relief by the **Bank** for one or more **Debtors** does not release other **Surety** from full performance of obligations under the **Secured Claim**.

8.6. Release of one or more other **Sureties** by the **Bank** from the performance of the **Secured Claim** does not release other **Surety** from full performance of obligations under the **Secured Claim**.

9. Miscellaneous

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

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

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

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

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

9.6. Changes/amendments and/or additions may be made to the **Surety Agreement** in writing under written signed agreement between the **Parties** and/or through the electronic channel(s) specified by the **Bank** expressed will on conclusion of the agreement by the **Parties**. Changes/amendments and/or additions to the **Surety Agreement** will become an integral part thereof shall be into force along with it.

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

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

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

9.10. The **Parties** agree that the obligation of payment/reimbursement of expenses arising from and/or in connection with the **Surety Agreement** shall be borne by the **Surety**.

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

9.12. Information placed on the **Bank's** website and/or on other information sources/channels of the **Bank** and stored in the **Bank** databases (computer programs), electronic copies and prints of such information made by the **Bank** certified by the signature of the director or authorized person of the **Bank** has evidentiary power for the purposes of proving the existence or non-existence of facts regarding to the contractual relations under the **Principal Agreement** and **Surety Agreement** as well.

9.13. The **Surety** shall sign the **Surety Agreement** on each page of all copies. At the same time, the **Surety's** failure to fulfill this obligation shall not be the basis for making the **Surety Agreement** or any part thereof suspicious or disputed.

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