## The public agreement (offer) on the terms of providing a loan

### in CJSC MDO IMON INTERNATIONAL.

The public agreement (offer) on the terms of the loan offer in CJSC MDO IMON INTERNATIONAL (hereinafter referred to as the Loan Offer) is drawn up for an indefinite number of individuals who will be referred to as the "Borrower" in the text, and the official offer of CJSC MDO IMON INTERNATIONAL hereinafter referred to as the "Creditor" to conclude a Loan Agreement on the following terms:

# 1. TERMS AND DEFINITIONS

Acceptance-consent. Acceptance must be complete and unconditional; from the moment of acceptance of the terms of acceptance, it is recognized upon agreement with the offer.

Application-request - a request for access to the offer and the conclusion of a loan agreement, the form of which is established by law.

The Parties. The Lender and Borrower Parties are collectively referred to as the Parties.

Credit is available funds provided to the lender on terms of urgency, payment and profitability.

The Payment schedule – a schedule for the payment of principal and interest on a given loan, which is provided to the Borrower upon receipt of each loan separately in paper or electronic form. Payment of the loan amount in accordance with the Payment Schedule, which is an integral part of this Agreement, on the basis of which the conditions of repayment, urgency and payback are implemented.

The Obligations - all amounts of money that the Borrower must pay to the Lender under this offer, including the loan amount, applicable interest, service charge and penalty for breach of contract (non-sustainable);

Liabilities – all funds that the borrower must pay to the lender under this offer, including the loan amount, interest used, service fee and late payment penalty (penalty);

## 2. SUBJECT OF THE AGREEMENT

2.1 The "Lender" to the "Borrower" in the amount of up to 100,000.00 (one hundred thousand) somoni, in national currency or in foreign currency equivalent to this amount, for a period of up to 24 (twenty-four) months from the date of provision, receiving a Loan with interest indicated in the Payment Schedule, provided one-time or periodically.

## 3. CONDITIONS AND PROCEDURES FOR PROVIDING A LOAN

- 3.1 In order to familiarize the "Borrower" with this Loan Offer (including its amendments and additions or its new edition), place it in the following places in one of the ways that allows the "Borrower" to become familiar with:
- by posting this Loan offer on the official website of the Lender www.imon.tj;
- by posting information in the informational corners of the operating office and branches
- through special Internet systems and SMS messages;
- the other available ways and methods with which the "Borrower" can acquaint and understand that it occurs on behalf of the "Lender".

At the request and the requirement of the "Borrower", the text of this Loan proposal may be presented to him in printed form (on paper) for review.

- 3.2 The "Lender" provides a loan to the "Borrower" in accordance with the procedure and conditions specified in this Loan Offer, using purposefulness, security, timeliness and solvency, at a time or periodically.
- 3.3 The loan is provided in non-cash form by transferring the loan amount to the Borrower's account.

The date of granting the loan is the date of crediting the funds to the Borrower's account, and the last date of loan repayment is determined according to the Payment Schedule.

- 3.4 The "Borrower" is strictly prohibited from giving a loan to a third party; this does not relieve him of his obligations and in the future he will be deprived of the opportunity to receive a loan or other financial services.
- 3.5 The loan amount must be received by the "Borrower" after its approval and conclusion of the Loan Agreement within 10 (ten) working days. If the loan amount is not received within this period, the loan is considered impossible.
- 3.6 Sources of loan repayment are all types of income of the Borrower, including funds in his account or funds received from the sale of pledged property, as well as secondary sources.
- 3.7 In the process of servicing and relations with the Borrower, the Lender is obliged to maintain the confidentiality of information about the commercial and economic activities of the Borrower, except for cases provided for by the legislation of the Republic of Tajikistan.
- 3.8 The "Borrower" is obliged to notify the "Lender" in a written statement no later than 30 (thirty) calendar days before making the advance payment.
- 3.9 If the Borrower repays the principal amount of the loan in full or in part, subsequent loan payments will be made in accordance with the revised Payment Schedule.

# 4 PROCEDURE FOR PAYMENT OF LOAN AND INTEREST

- 4.1 Loan interest is calculated in the currency in which the loan was received.
- 4.2 The principal amount of the Loan and interest are paid in accordance with the Payment Schedule.

The Payment of the loan amount and interest in an equal (annuity), unequal (differentiated) or other order established by law, in accordance with the payment schedule, which is an integral part of the loan agreement and is determined and arranged on the day the loan amount is issued.

- 4.3 In the case of changes to the Payment Schedule related to early repayment of the loan or changes in interest rates, the Lender will provide the Borrower with a new Payment Schedule free of charge.
- 4.4 The Transfer of funds by the "Borrower" is made directly at the "Lender's" cash desk or by bank transfer (via an account, bank card or mobile wallet). The "Lender" is not responsible for the amount of money provided by the "Borrower" to other persons (third parties), employees of the "Lender" to repay the Loan.
- 4.5 All payments of the loan amount and accrued interest are made before 15:30 of the specified day in cash at the "Creditor's" cash desk or by bank transfer through the "Creditor's" electronic means of payment, and are also accepted through electronic means of payment of other credit organizations no later than 17:00. In case of failure to pay the payment amount within the specified period, a fine will be charged in accordance with the loan agreement.

Or debiting funds (writing off funds) by the "Lender" through a memorial order in accordance with the Payment Schedule from the bank accounts of the "Borrower" (savings account, deposit account upon request, card account), which are maintained at the bank and for which the agreement of these accounts provides for the consent of the "Borrower" to such a condition of repayment of loan obligations between the "Parties", without acceptance and without notification.

- 4.6 The "Lender" may establish a grace period for the "Borrower" to repay the principal amount of the loan related to the loan product.
- 4.7 Interest is accrued from the first day of debt repayment, which corresponds to the day the loan was issued.

All payments are based on:

- number of days in a calendar year 360 days, if the loan term is up to one year;
- number of days in a calendar year 365 days, if the loan term exceeds one y
- 4.8 In case of delay in repayment of the loan amount, the received amount is accepted in the following order: first all overdue fines and interest are paid, then interest is accrued, the principal amount of the overdue loan, and then current loans.
- 4.9 In case of early partial or full repayment by the "Borrower" of the loan amount, no penalty will be charged.

In this case, the "Borrower" must apply in writing and declare in advance that future payments will be covered. Otherwise, the entered amount will be accepted in accordance with the Payment Schedule.

- 4.10 The payments for the use of the loan received and payment of interest or service fees (commissions) on it are made by the borrower on the day and/or before the payment date in the established amount. If the payment date falls on a non-working day, the payment date is considered to be the next closest working day.
- 4.11 The repayment of the loan amount and payment of interest can be made in non-cash form, by transferring funds to the Lender's account or by depositing funds directly into the Lender's cash desk.

#### 5. SECURING LOAN

- 5.1 The loan is provided without collateral and with the guarantee of its repayment.
- 5.2 In the event of failure by the Borrower to fulfill its obligations, the loan may be repaid ahead of schedule in the manner prescribed by law, including through the sale of the pledged property, and if the pledged property is insufficient, the loan may be recovered at the expense of other property of the "Borrower" or from the deposit account.

## 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

## 6.1 The "Borrower" has the rights:

- 6.1.1 Repay the borrowed amount early, partially or in full, in the manner prescribed by this Loan Offer.
- 6.1.2 Request from the "Lender", orally or in writing, information about the fulfillment of the loan obligation, the loan balance, payment of the loan principal, interest and fines paid.
- 6.1.3 Upon expiration of the loan agreement or in the event of early repayment of the loan amount, submit an application (application) to the "Lender" for the next loan.
- 6.1.4 Express your opinion or complaint about the quality of service.

## 6.2 The "Lender" has the rights:

- 6.2.1 If the "Borrower" does not meet the credit requirements of the "Lender", refuse the loan offer.
- 6.2.2 Control the intended use of the loan amount. In order to analyze (control) the use of the loan amount, enter the Borrower's place of business and request the necessary documents and information about financial indicators, the intended use of the loan amount and the stimulation of economic activity.
- 6.2.3 Control the payment of the loan amount according to the Payment Schedule.
- 6.2.4 In the event of situations specified in Part 7 of this Loan Offer, the "Lender" has the right:
- cancel his obligations for the remaining part of the loan, which he has not yet provided to the "Borrower";
- terminate the loan agreement with a requirement for early repayment of the loan amount, interest and accrued liabilities;
- carry out other legal measures in accordance with the requirements of the legislation of the Republic of Tajikistan.
- 6.2.5 If the payment of accrued interest on the loan becomes due in accordance with the payment schedule, as well as violation by the "Borrower" of the terms of the loan agreement providing for timely payment of accrued interest on the loan in accordance with the Payment Schedule, the "lender" has the right to immediately collect from the account "Borrower" the currently accrued amount from the penalty provided for in the loan agreement.
- 6.2.6 "The creditor "has the right, in the event of untimely repayment of the loan, to forcibly recover the pledged property from the "Borrower" in order to cover the issued loan, to pay accrued interest and other amounts (fines, penalties) in accordance with the legislation of the Republic of Tajikistan.
- 6.2.7 The "Lender" has the right to notify the "Borrower" in writing no later than 20 (twenty) working days and demand from the "Borrower" early repayment of the remaining loan amount and the amounts to be repaid thereunder in the following cases:
- a) violation by the Borrower of the Payment Schedule, i.e. systematic late payment of principal and accrued interest;
- b) misuse of the loan amount and deterioration of the financial condition of the "borrower", discovery of information about the false or incomplete presentation of financial indicators by the "Borrower";
- c) violation by the Borrower of any of the terms of the loan agreement and the collateral agreement concluded to ensure repayment of the loan.

# 6.3 The "Borrower" is obliged:

- 6.3.1 Receive loan funds in accordance with the terms of the Loan Agreement and use them for their intended purpose.
- 6.3.2 Follow the loan payment schedule and pay the loan amount to the "Lender" accordingly.
- 6.3.3 In case of late payment of the principal amount of the loan and interest on the loan, pay fines for each day of delay in payment of the accrued loan amount
- 6.3.4 provide the representative of the "Lender" with all information when analyzing (monitoring) the use of the loan, including: information on financial indicators, on the intended use of the loan amount and on the conduct of business activities, as well as the necessary documents.

Allows representatives of the "Creditor" to office premises, production premises, warehouses and other places, and it provides the requested information in written or oral form.

- 6.3.5 In the event of the sale of its assets, as well as in the case of acting as a guarantor or mortgagee for other obligations, as well as in the case of receiving loans from other credit institutions, the "borrower" immediately notifies the "Lender" of these actions within 5 (five) days from the date of adoption of the relevant decision.
- 6.3.6 In case of delay in payment of funds, pay them in the manner prescribed by this Loan Offer.
- 6.3.7 Save cash receipts for loan repayments (also in electronic form) until obligations are fully fulfilled, since they are documents confirming payment.
- 6.3.8. The borrower allows representatives of loan programs (donors and investors) to visit the places of his activities and residence in order to verify the intended use of the loan.

## 6.4 The "Lender" is obliged:

- 6.4.1 Provide the Borrower with credit funds in accordance with the terms of the Loan Agreement.
- 6.4.2 Accept from the "Borrower" the amount of the proposed loan in the manner prescribed by this Loan Offer before the due date.
- 6.4.3 At the written request of the "Borrower", provide him with a certificate of payment (covering) of the loan amount.
- 6.4.4 Notify the "Borrower" in writing 5 (five) days before implementing the measures specified in clause 6.2.4 of this Loan Offer.

## 7. CASES OF NON-compliance

- 7.1 Non-payment or incomplete payment of the loan amount by the "Borrower" according to the Payment Schedule.
- 7.2 The "Borrower" did not fulfill any conditions and obligations of the loan agreement, including the loan was used for other purposes.
- 7.3 During the period of using the loan amount, the "Borrower" was declared incompetent.
- 7.4 The financial condition of the "Borrower" has deteriorated and has undergone unfavorable changes, which, from the point of view of the "Lender", negatively affect the solvency of the "Borrower".
- 7.5 The "Borrower" did not provide replacement or additional credit security at the request of the "Lender";
- 7.6 Other circumstances provided for by the legislation of the Republic of Tajikistan.

## 8. RESPONSIBILITY OF THE PARTIES

- 8.1 The "Parties" are responsible for failure to fulfill or improper fulfillment of the terms and obligations under the Loan Agreement in accordance with the legislation of the Republic of Tajikistan.
- 8.2. In case of late payment or incomplete payment of the loan amount (a separate amount of each tranche) in accordance with the Payment Schedule, a penalty of 0.2% is charged after each subsequent payment period. The penalty is calculated from the balance of principal and interest, which is delayed according to the Payment Schedule.
- 8.3. The fine is calculated on monthly payments of the overdue loan amount (a separate amount of each tranche) for up to 30 days after the expiration of the loan agreement. In addition, after 15:30 on the

established day of payment of borrowed funds (a separate amount of each tranche), funds are received at the Lender's cash desk and through payment acceptance terminals or non-cash transactions through the Lender's electronic means of payment, as well as through electronic means of payment of other credit organizations no later than 17:00 is accepted without charging a fine. Payment of the fine does not relieve the Borrower from fulfilling obligations and eliminating the circumstances of non-fulfillment of the loan agreement.

- 8.4 In the event of the death of the "Borrower", all obligations under the loan agreement pass to his heirs in accordance with the requirements of the current legislation of the Republic of Tajikistan.
- 8.5. In the event of a change in the market price to reduce, damage or destroy the pledged property (in the use, possession or possession of the "Borrower"), the "Borrower" bears full property liability to the "Lender" with all its property until the obligation is fully fulfilled.
- 8.6. In case of delay or incorrect crediting of funds to or from the Borrower's account, the Lender is obliged to pay a fine to the Borrower for each day of delay in the amount of 0.2% of the amount of the late payment.

## 9 UNFORTUNATE CIRCUMSTANCES (FORCE MAJEURE)

- 9.1 In the event of unforeseen circumstances (natural disasters fires, drought, floods, earthquakes, mass infectious diseases, as well as public unrest and military actions) beyond their control, the parties may, by mutual agreement, change the terms of fulfillment of the Borrower's obligations in accordance with an additional agreement to the loan agreement and determine the timing of their execution (extending the loan, suspending the accrual of interest and fines, changing the procedure for repaying the loan and providing a grace period for repaying the principal amount of the loan).
- 9.2 If the "Borrower" is unable to fulfill its obligations in the event of unforeseen circumstances (clause 9.1.), then it must immediately notify the "Lender" in writing and provide relevant supporting evidence.

# **10 FINAL PROVISIONS**

- 10.1 This Agreement, as well as the pledge agreements, acquire legal force from the moment of its signing and terminate when the Borrower fully fulfills its financial obligations under the terms of this Agreement.
- 10.2 The relations of the parties under this Agreement are governed by the current legislation of the Republic of Tajikistan to the extent not regulated by this Agreement.
- 10.3 Changes and additions to the loan agreement are made by concluding an additional agreement and signing it.
- 10.4 All changes and additions to this Agreement shall come into force only if they have been made in writing and signed by all authorized parties to the agreement.
- 10.5 If such changes occur, the "Lender" notifies the "Borrower" via SMS messages or other modern technical means of communication.
- 10.6 All issues not covered by the Loan Offer and the Loan Agreement are regulated in the manner determined by the legislation of the Republic of Tajikistan.
- 10.7 If the address of one of the parties changes, the party whose address has changed shall notify the other party within 3 (three) business days before the right to the new address comes into force.
- 10.8 The "Borrower" can contact the "Lender" call center at 1122 by telephone or other means of communication. Also personally visit the structural divisions of the Lender and contact officials according to the established schedule.

- 10.9 Disputes arising as a result of violation of the requirements and conditions of the Loan Agreement by one of the "Parties" are subject to judicial resolution if they cannot be resolved through negotiations.
- 10.10 The "Borrower" may use other services of the "Lender" related to the lending process on the basis of relevant agreements. Also, the "Borrower" will be provided with advertising information through modern means of communication on all types of services of the "Lender".
- 10.11 If one of the clauses of this Agreement loses force, the other clause of the agreement retains its legal force.
- 10.12 This Agreement is drawn up in two copies, each of which has equal legal force, one of which is provided to each Party.
- 10.13. The parties have read this agreement, the text of the agreement is clear to the "Borrower", there are no comments or additions to the clauses of the agreement. By signing this Agreement, the "Borrower" agrees with all the terms of this Agreement.
- 10.14 This loan offer is available in electronic form on the official website of the Lender www.imon.tj. in the Internet banking mobile application, as well as in printed form on special advertisements located in the Lender service centers.
- 10.15 This loan offer will be considered closed after the potential client places an application (click) electronically and/or signs in printed form.
- 10.16 Contact information for the "Creditor": CJSC MDO "IMON INTERNATIONAL". Address: 735700, Republic of Tajikistan, Khujand, microdistrict 17, building 2. TIN 510020687. Telephone: 11-22

# General agreement on the conditions for providing a youth loan within the framework of the credit line project at CJSC MDO "IMON INTERNATIONAL" (OFFER)

The agreement on the terms of providing a microloan within the framework of the credit line project at CJSC MDO "IMON INTERNATIONAL" (hereinafter referred to as the "Microloan Offer") was concluded for an indefinite number of individuals, hereinafter referred to in the text as the "Borrower", an official proposal from CJSC MDO "IMON INTERNATIONAL", hereinafter referred to as the "Lender" to conclude a microloan agreement on the following conditions:

### 1. TERMS AND ABBREVIATIONS

- 1. The revolving loan (revolver) a loan offers with the condition of restoring the rate when the loan amount is reduced in connection with the repayment of the loan by the Borrower according to the loan repayment schedule.
- 2. The loan funds issued by the lender to the borrower under a separate microcredit agreement (tranche) within the framework of the general loan agreement.
- 3. The line of the credit The Lender undertakes to provide the Borrower with a loan in the form of a revolving line of credit, and the Borrower undertakes to pay the loan amount and interest on it;
- 4. The application for accession a document approving accession to the Agreement on accession to the agreement on opening a credit line at CJSC MDO "IMON INTERNATIONAL" (hereinafter referred to as the Organization), drawn up in the form established by the Organization and signed by the Borrower accordingly;
- 5. The confidential information all information collected by the parties during the preparation and execution of the contract.
- 6. The application an application by the Borrower to receive another loan and conclude a microloan agreement, the form of which is established by the Lender.
- 7. The tranche (small loan) a loan provided under the terms of this Agreement (for the period specified in the current loan documents and credit policy) on the basis of an open loan with a certain period.
- 8. The credit limit the final possible amount of the Credit that is provided to the Borrower in accordance with the concluded Agreement;
- 9. Payment schedule a schedule for the payment of the principal amount of the loan and interest on this loan, which is provided to the Borrower upon receipt of each loan separately (tranche) in paper or electronic form. Payment of the loan amount in accordance with the Payment Schedule, which is an integral part of the Small Loan Agreement (tranche), on the basis of which the conditions of repayment, urgency and payback are implemented.
- 10. The personal signature form Borrower confirmation code, Borrower's actions in the remote banking system of CJSC MDO "IMON INTERNATIONAL" (hereinafter referred to as the Organization) (in case of concluding an agreement with the Organization), as well as scanned copies of signatures of authorized persons of the Parties in documents sent by the e-mail, sent electronically or in your Personal Account;
- 11. Service fee (commission) the amount paid by the Borrower upon receipt of the Tranche, as well as the provision of additional services under the Agreement, if they are activated by the Borrower. The percentage of the fixed commission paid takes into account the percentage reimbursement of the entire amount of the proposed tranche;

12. Liabilities – all amounts of money that the Borrower must pay to the Lender, including the loan amount, applicable interest, service fees and penalties for breach of contract (unsustainable);

#### 2. SUBJECT OF THE AGREEMENT

- 2.1 The 'Lender' to the the 'Borrower' for an amount up to 50,000 (fifty thousand somoni 00 dirhams) in local currency or in foreign currency for a period of up to 60 months from the date of the Loan, by charging:
- For loans in local currency up to 36% (thirty-six per cent) per annum;
- For loans in foreign currency up to 30% (thirty percent) per annum.
- 2.2. If a loan is provided in foreign currency, the loan amount is calculated at the official exchange rate of the National Bank of Tajikistan established on the day the loan was provided.
- 2.3. A bank guarantee and all other similar off-balance sheet obligations that the Lender issues to other persons to secure the obligations of the Borrower are considered equivalent to a Small Loan. Bank guarantee within the limits of the rate established in accordance with clause 2.1. This agreement is issued to the "borrower" by concluding a bank guarantee agreement.

### 3. LOAN CONDITIONS

- 3.1. The loan amount is provided to the "Borrower" in tranches, further "Microcredits" in national currency- somoni or foreign currency. Each first "Microcredit" is provided to the "Borrower" with a separate concluded agreement (hereinafter referred to as the "Microcredit Agreement") concluded between the "Lender" and the "Borrower", and the remaining each "Microcredit" (tranche) is further provided with a separate concluded repayment schedule. in turn, this agreement does not oblige the Lender to provide a loan and does not determine the conditions for providing a loan under the Microcredit Agreement.
- 3.2. The credit line is opened to the Borrower for a period of 5 (five) years and can be extended. The Borrower agrees that the decision to provide an Initial Credit Limit to the Borrower is made by the Organization independently, based on information received from the Borrower and/or other sources.
- 3.3. A separate payment schedule for each Small Loan (tranche) concluded under this Agreement must be signed by the parties no later than the expiration date of this Agreement and must not exceed the validity period of this Agreement.
- 3.4. The amount of the balance of the "Small Loan" offered under this Agreement should not exceed the amount specified in clause 2.1 of this Agreement. The term of each "Small Loan" must not exceed 24 months.
- 3.5. The loan is provided to the "Borrower" for the purposes specified in the microloan agreements. The Borrower's requests for the next "Small Loan" can also be implemented electronically.
- 3.6. The "Lender" offers the "Borrower" several times (in parallel) micro-loan funds within the established credit rate (clause 2.1.) of this agreement.
- 3.7. The obligation of the "Lender" to provide the loan amount and its volume arises from the moment the microloan agreements are concluded.
- 3.8. When calculating interest on the Loan, the following is taken into account:
- number of days in a calendar year 360 days, if the loan term is up to one year;

- number of days in a calendar year 365 days, if the loan term exceeds one year.
- 3.8. In the event of full or partial repayment by the Borrower of the debt under any Tranche, the Borrower has the right to receive additional Tranches from the Organization, provided that the Borrower's debt for all Tranches does not exceed the Credit Limit established by the Agreement.
- 3.9. The annual effective interest rate for each small loan (tranche) received under this agreement is determined separately, taking into account the currency and loan products.
- 3.10. The rate of service fee (commission) for the consideration and execution of each tranche received under this agreement is established separately, taking into account the currency and loan product and is indicated in the microcredit agreement.
- 3.11. The borrower pays the lender a fee for servicing the loan in accordance with the tariff schedule of the loan product. The service fee (commission) is a one-time fee and must be paid in national currency in full before receiving the loan amount in somoni.

The amount of the service fee (commission) is paid by the Borrower in cash, that is, through a bank cash desk or non-cash through the accounts he has with the bank before receiving the loan amount.

3.12. The grace period for the loan provided in this agreement for the repayment of the principal amount of the debt and for the payment of interest is indicated in the repayment schedule, which is an integral part of this Agreement.

### 4. SECURING LOAN

- 4.1. In order to familiarize the "Borrower" with this loan offer (including changes and additions or its new edition) in the following places in one of the ways that provides the client with the opportunity to familiarize himself:
- by posting this Loan offer on the official website of the "Lender" www.imon.tj;
- by posting information in the information corners of the operational office and branches of the "Creditor";
- through the special Internet systems and SMS messages;
- other available ways and methods with which the "Borrower" can become familiar and understand that it occurs on behalf of the "Lender".

At the Client's request and request, the text of this Agreement may be provided to the Client in printed form (on paper) for review.

- 4.2. Subject to these General Conditions, Tranche Applications must be prepared by the Borrower in written, electronic or other form and sent to the Lender.
- 4.3. If the Lender deems the Request acceptable, a Confirmation Code containing the Tranche Terms to identify the Borrower will be sent to the Borrower's mobile phone number via SMS.
- 4.3. If the Lender decides to provide credit limits, the Borrower can access the loan tranche in the following ways: from the Lender's cash desk, from the branch's cash desk, from the Lender's microfinance service center through automatic self-service terminals, to bank accounts and payment cards.
- 4.3. A small loan (tranche) is provided in non-cash form by transferring the loan amount to the Borrower's account. The date of filing an application for a microloan is the date of crediting the funds to

the Borrower's account, and the last date of loan repayment is determined according to the Payment Schedule.

- 4.4. The Tranche Amount will be transferred directly to the Borrower in accordance with the terms of the Borrower's Request.
- 4.5. The repayment period (payment) of each Tranche is determined in the attached separate Payment Schedule, which is an integral part of the Small Loan Agreement. If requested by the Borrower, the Lender will provide the Borrower with a paper form of the separate payment schedule that was entered into.
- 4.6. The Lender has the right, at its discretion, to refuse to issue a separate Tranche to the Borrower due to the Borrower's delay in repaying the loan.

If the Tranche offer is rejected, a corresponding SMS message will be sent to the Borrower's mobile phone number.

- 4.7. The loan offer is implemented only after its repayment is ensured by one of the guarantees listed below.
- 4.8. Repayment of the loan can be secured by collateral, guarantee and bank collateral, issued in accordance with the requirements of current legislation.
- 4.9. Pledge can be in the form of a mortgage, a pledge given to the Pledger (mortgage), including: a pledge of money and jewelry, a pledge of property belonging to the mortgagor, and a pledge of rights.
- 4.10. The "Borrower" pays all possible costs and fees associated with the execution and registration of all security agreements at his own expense.
- 4.11. In the event of failure to fulfill the Borrower's obligations, the loan may be repaid ahead of schedule in the manner prescribed by law, including through the sale of the pledged property, and if the pledged property is insufficient, at the expense of the Borrower's other property or at the expense of the collateral.

#### 5. PROCEDURE FOR PAYMENT OF THE LOAN AMOUNT AND INTEREST

- 5.1. The loan amount, loan term, purpose of the loan, interest rate, penalty rate in case of deferred payment on the loan and in case of deferred payment of interest, as well as other conditions for the provision of each individual loan (tranche) under this agreement are determined separately by the microloan agreement.
- 5.2. Loan interest is calculated in the currency in which the loan was received.
- 5.3. The loan principal and interest are paid in accordance with the repayment schedule. Payment of the microloan amount and interest in an equal (annuity), unequal (differentiated) or other manner established by law is made in accordance with the Payment Schedule, which is an integral part of the microloan agreement and is determined and executed on the day the microloan amount is issued.
- 5.4. The deposit of funds in cash is carried out by the "Borrower" directly to the cash desk of the "Lender". For the amount of money provided by the "Borrower" to other persons (third parties), employees of the "Lender" to repay the loan, the "Lender" is not responsible.
- 5.5. All payments (amounts of microloans (tranches) and accrued interest) are accepted until 15:30 of the established day in cash at the "Creditor's" cash desk or by non-cash means using the "Creditor's" electronic means of payment, as well as electronic means of payment of other credit organizations no later than 17:00. If you fail to pay the payment amount on time under the microcredit agreement, a fine will be charged. Or the "Creditor", through a memorial order in accordance with the payment

schedule, debits funds from the accounts of the "Borrower" bank without acceptance without notification.

- 5.6. Sources for covering a small loan are all types of income of the Borrower, including funds in his account or funds received from the sale of pledged property.
- 5.7. The "Lender" sets a grace period for the "Borrower" to repay the principal amount of the loan. During the specified grace period, the Borrower pays only interest on the loan. The grace period is established separately in microloan agreements.
- 5.8. In the event of late payment of the loan amount, the amount received will be received in the following order: first, all late fees and interest will be repaid, then accrued interest, the overdue principal amount, and then current loans.
- 5.9. In case of early repayment by the Borrower of the loan amount in part or in full, no penalty will be charged. In this case, the "Borrower" must apply in writing and declare in advance that future payments will be covered. Otherwise, the entered amount will be accepted according to the payment schedule.
- 5.10. Payments for the use of the received tranches and payment of interest or service fees (commissions) on them are made by the Borrower on the day and/or before the payment date in the established amount. If the payment date falls on a non-working day, the payment date is considered to be the next closest working day.
- 5.11. The return of the tranche and payment of interest can be made in non-cash form, by transferring funds to the Lender's account or by depositing funds directly into the Lender's cash desk.

#### 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

## Rights and obligations of the "Creditor"

- 6.1. The "Lender" has the right to request from the "Borrower" the necessary information and documents necessary to confirm the intended use of the Loan and assess its financial condition during the period of validity of this Agreement.
- 6.2. The "Lender" has the right at any time during the term of this Agreement to check the intended use of the Loan, the financial condition and provision of the Loan.
- 6.3. In case of failure by the Borrower to fulfill loan obligations, the Lender has the right:
- cancel his obligations for the remaining part of the small loan, which he has not yet provided to the "Borrower";
- terminate the microloan agreement with the requirement of early repayment of the microloan amount, interest and accrued liabilities;
- carry out other legal measures in accordance with the requirements of the legislation of the Republic of Tajikistan.
- 6.4. The "Lender" has the right to demand from the "Borrower" early repayment of the loan amount and payments on it if an act of misuse of the loan amount is established.
- 6.5. If the Borrower is late in repaying the loan, refuse to issue a separate Tranche to the Borrower.
- 6.6. If the accrued interest on the loan and principal amount becomes due for repayment in accordance with the repayment schedule, as well as the "Borrower" violates the terms of this agreement providing for timely payment of accrued interest on the loan and principal amount in accordance with the

repayment schedule, the "Lender" has the right to write off free of charge from the Borrower's account the currently accrued amount with the collection of a fine, provided for in clause 5.5 of this Agreement.

- 6.7. The "Lender" has the right to suspend the issuance of the loan amount (all amounts of issued tranches) under this Agreement and demand early repayment of the debt along with accrued but unpaid interest, notifying the "Borrower" in writing no later than 20 (twenty) working days, in any of the following cases:
- a) violation by the "Borrower" of the payment schedule, that is, regular late payments of principal and interest on the loan;
- b) misuse of the loan amount and deterioration of the financial condition of the "Borrower", detection of false or incomplete information about the economic activities of the "Borrower" or other information provided false or incomplete before receiving the loan;
- c) violation by the "Borrower" of any of the terms of this Agreement and other microcredit and collateral agreements concluded to ensure repayment of this loan.
- 6.8. Provide information to the credit history bureau (operating on the territory of the Republic of Tajikistan) about the Borrower and the reality of the Borrower's fulfillment of its obligations under this Agreement. Simultaneously with submitting the application, the Borrower agrees that information about him, as well as about his fulfillment of obligations under this Agreement, will be transferred to the Credit History Bureau.
- 6.9. When funds are credited to the Borrower's account, the Lender first uses the funds received to pay penalties, temporary interest, and then to pay the principal amount of the Loan.
- 6.10. The "Lender" has the right, in the event of untimely repayment of the loan, to forcibly recover the pledged property of the "Borrower" in order to cover the issued loan, pay accrued interest and other amounts (fines, penalties) on it in accordance with the legislation of the Republic of Tajikistan.
- 6.11. Provide the Borrower with a Loan in accordance with the terms of the concluded Agreement;
- 6.12. Accrue interest on funds received from the Client to a fixed-term bank savings account;
- 6.13. At the request of the Client or his representative, return to the Client or his representative the deposit funds of the bank with the accrual of the established interest under this Agreement no later than the next business day of the bank (if the funds are not pledged under the loan obligation).
- 6.14. The "Lender" is obliged to transfer or pay in cash to the bank account of the "Zemshchik" the loan amount stipulated by the microcredit agreements after processing the loan documents.
- 6.15. Inform the "Borrower" in writing 5 (five) days before implementing the measures specified in clause 6.3 of this Agreement.

Rights and obligations of the "BORROWER"

- 6.16. Request information about transactions, tranches received and other data related to loans and deposits.
- 6.17. With notification to the Lender, refuse to receive the loan in whole or in part.
- 6.18. The "Borrower" has the right to repay the loan ahead of schedule by notifying the "Lender" in writing within at least 30 (thirty) calendar days.
- 6.19. The "Borrower" is obliged, from the moment of concluding this Agreement, to pay interest, the principal amount of the loan and other payments on one loan provided separately and strictly in

accordance with the payment schedule, which is an integral part of the loan agreement concluded under this Agreement.

- 6.20. The "borrower" is obliged to use the loan strictly and purposefully.
- 6.21. The "Borrower" is obliged during the validity period of this Agreement at the time of the inspection in accordance with clause 6.2. of this Agreement to assist the employees of the Lender or its authorized persons to enter the office, production, warehouse (if any) and other premises to conduct such inspections.
- 6.22. The "Borrower" is obliged to notify the "Lender" in writing within 10 (ten) working days of the reorganization or liquidation of its further activities.
- 6.23. The "Borrower" is obliged to reimburse the "Lender" for all expenses, including taxes and expenses associated with the preparation of documents to secure the loan received and the transfer of the pledged property into the possession of the "Lender" upon its sale.
- 6.24. The "Borrower" undertakes not to transfer its rights and obligations under this Agreement to third parties, except for the cases provided for in clause 9.5 of this Agreement.
- 6.25. The "Borrower" is obliged to notify the "Lender" in writing within 5 (five) working days about the conclusion of transactions to obtain new loans from other financial institutions and other organizations.
- 6.26. In the event of the sale of its assets, as well as in the case of acting as a guarantor or mortgagee for other obligations, as well as in the case of receiving loans from other credit organizations, the Borrower shall immediately notify the Lender within 5 (five) days from the date of making the relevant decision. about these actions.
- 6.27. In case of delay in payment of funds, pay them in the manner prescribed by this Agreement.
- 6.28. Keep cash receipts for loan payments (also in electronic form) until obligations are fully fulfilled, since they are documents confirming payment.
- 6.29. The borrower allows representatives of loan programs (donors and investors) to visit the places of his activities and residence in order to verify the intended use of the loan.

#### 7. RESPONSIBILITY OF THE PARTIES

- 7.1. The parties are responsible for non-fulfillment or improper fulfillment of their rights and obligations under this Agreement in accordance with the legislation of the Republic of Tajikistan.
- 7.2. In case of late or incomplete payment of a small loan amount (a separate amount of each tranche) in accordance with the Payment Schedule, a penalty of 0.2% is charged after each subsequent payment period. The penalty is calculated from the balance of the principal amount of the loan and interest, which is delayed according to the payment schedule.
- 7.3. The fine is charged on monthly payments of the overdue amount of the microloan (a separate amount of each tranche) for up to 30 days after the expiration of the microloan agreement. In addition, after 15:30 on the established day of payment of microcredit funds (a separate amount of each tranche), the receipt of funds at the "Lender's" cash desk and through payment acceptance terminals, or in non-cash form through the "lender's" electronic means of other credit organizations no later than 17:00 is accepted with a fine.
- 7.4. Responsibility for the execution of this Agreement in the event of a change in the legal status of the "Borrower" (legal entity) (reorganization, liquidation or other circumstances) rests with the borrower's legal successor or his superior organization.

- 7.5. In the event of a change in the market price to reduce, damage or destroy the pledged property (in the use, possession or possession of the "Borrower"), the "Borrower" bears full property liability to the "Lender" with all its property until the obligation is fully fulfilled.
- 7.6. Payment of the fine does not relieve the Borrower from fulfilling the obligation and eliminating the violation of the terms of the agreement.
- 7.7.. In case of untimely repayment of a microloan (a separate amount of each tranche) by the "Borrower", the "Lender" has the right to collect a fine in the amount provided for in the microloan agreement from the overdue amount for each overdue day.
- 7.8. In case of untimely or incorrect withdrawal of funds from the Borrower's account, the Lender is obliged to pay the Borrower a penalty for each day of delay in accordance with the refinancing rate of the National Bank of Tajikistan.

## 8. UNFORTUNATE CIRCUMSTANCES (FORCE MAJEURE)

- 8.1. In the event of unforeseen circumstances (natural disasters fires, droughts, floods, earthquakes, as well as civil unrest and military actions) beyond their control, the parties may, by mutual agreement, change the conditions for the fulfillment of the Borrower's obligations and determine the deadlines for their fulfillment ( extending the loan, suspending the accrual of interest and fines, changing the loan repayment procedure and providing a grace period for repayment of the principal amount of the debt).
- 8.2. If the "Borrower", in the event of unforeseen circumstances, fails to cope with its responsibility, then it must immediately notify the "Lender" in writing and provide the relevant supporting documents.

## 9 FINAL PROVISIONS

- 9.1. This agreement acquires legal force from the moment of its signing, as well as the collateral agreements, and ceases to operate after the "Borrower" fully fulfills its obligations for the amounts under the terms of this Agreement and microcredit agreements.
- 9.2. The relations of the parties under this Agreement to the extent not regulated by this agreement are governed by the current legislation of the Republic of Tajikistan.
- 9.3. All changes and additions to this Agreement shall come into force only if they have been made in writing and signed by all authorized parties to the agreement.
- 9.4. Changes and additions to the general agreement and microcredit agreement are carried out by concluding an additional agreement and signing it.

9.5.

- 9.6. All issues not provided for by the General Agreement and the Microcredit Agreement are regulated in the manner established by the requirements of the Republic of Tajikistan.
- 9.7. In the event of a change of address, one of the parties whose address has changed shall notify that other party within three (3) business days to ensure the right to the new address.
- 9.9. In the event that any of the parties terminates its activities or its legal status changes, as well as in the event of the death of the "Borrower", the fulfillment of all obligations of the reorganized party (deceased, changed) under this Agreement passes to its legal successors, or the "Borrower" undertakes repay the loan amount and interest ahead of schedule, regardless of the period established by this Loan Coverage Agreement.

- 9.10. Disputes arising as a result of violation of the requirements and terms of the microcredit agreement by one of the "Parties" may be resolved in court if they cannot be resolved through negotiations.
- 9.11. The "Borrower" may voluntarily use other services of the "Lender" related to the lending process, on the basis of relevant agreements. Also, the "Borrower" is provided with advertising information through modern means of communication on all types of "Lender" services.
- 912. If one of the clauses of this Agreement loses its force, the remaining clauses of the Agreement retain their legal force.
- 9.13. This Agreement is drawn up in two copies, each of which has equal legal force, one of which is provided to each Party.
- 9.14. The parties have read this agreement, the text of the agreement is clear to the "Borrower", there are no comments or additions to the clauses of the agreement. By signing this Agreement, the "Borrower" agrees with all the terms of this Agreement.
- 9.15. This agreement is also considered concluded after the Borrower has placed the application (click) in electronic form and/or signed it in printed form.
- 9.16. Contact information of the "Creditor": CJSC MDO "IMON INTERNATIONAL". Address: 735700, Republic of Tajikistan, Khujand, 17 microdistrict, Building 2. TIN 510020687. Telephone: 11-22