

Public agreement (offer) on the conditions of microlending in CJSC MDO «IMON INTERNATIONAL»

Public agreement (offer) on the conditions of microlending in CJSC MDO «IMON INTERNATIONAL» (hereinafter referred to as the Loan Offer) to an indefinite scope of individuals, hereinafter referred to as the "Borrower" is an official offer of CJSC MDO "IMON INTERNATIONAL", hereinafter referred to as the "Lender" on the conclusion of the Microloan Agreement with the following conditions:

1. Terms and concepts

Acceptance is a consent. The acceptance should be complete and unconditional, the moment of acceptance of the terms of the Acceptance is recognized upon agreement with the offer.

Application-request – a request to join the Offer and concluding a loan agreement, the form of which is determined by the Lender.

Parties – Lender and Borrower, together referred to as Parties.

Microloan – funds provided by the Lender to the Borrower on express, paid and repayable terms.

Microloan agreement – Agreement is concluded based on the Loan Offer.

Payment schedule - the schedule of repayment of loan principal amount and interests which is issued in paper and / or electronic form to the Borrower upon receipt of each loan separately. Repayment of loan amount according to the Payment Schedule is considered an integral part of this Agreement, on the basis of which express, paid and repayable terms are performed.

Liabilities - all amounts of money that the Borrower should pay to the Lender under this Offer, including the loan amount, accrued interest, bank fees and fine for violation of contract (penalty);

2. Subject of agreement

2.1 The "Lender" provides the "Borrower" an amount proportional to 100,000.00 (one hundred thousand somoni), in national currency and / or in foreign currency equivalent to this amount for a period of up to 24 (twenty-four) months for one-time or periodically from the date of receipt of the Loan with the collection of interest, established in the Payment Schedule.

3. Conditions and procedure for lending

3.1 To familiarize the "Borrower" with this Loan Offer (including amendments and additions and / or in a new edition), post in the following places by using one of the ways that enable the "Borrower" to familiarize:

- posting this Loan offer on the official website of the "Lender" www.imon.tj;
- by posting information on the information boards of operating rooms and branches of the "Lendor";

- through special Internet and SMS systems;
- other available means and methods that the "Borrower" can become familiar with and understand that it comes on behalf of the "Lender".

At the request of the "Borrower", the text of this Loan Offer may be provided to him in printed form (in paper form) for review.

- 3.2 The "Lender" provides the "Borrower" a microloan for one-time and / or periodically within the procedure and conditions specified in this Loan Offer using expediency, provision, urgency and repayment.
- 3.3 A microloan is issued in a non-cash form by transferring the loan amount to the account of the "Borrower". The date of lending is considered the date of transferring the amount to the account of the "Borrower" and the last date of repayment of the loan is determined according to the Payment Schedule.
- 3.4 A fine will be charged in case of late payment or incomplete payment of loan amount in accordance with the Payment Schedule. A fine is imposed in amount of 0,2% for each overdue day of next payment of principal amount of loan and interest. A fine is calculated from the balance of the principle amount of the loan and interests that are overdue according to the payment schedule. A fine is calculated from the monthly payments of the overdue amount and within 30 days after the expiration of the microloan agreement.
- 3.5 The "Borrower" is strictly prohibited to issue a microloan to a third party, this does not relieve him of obligations and in the future he will be deprived of the opportunity to receive a loan or other financial services.
- 3.6 The loan amount should be received by the "Borrower" within 10 (ten) working days after its approval and the conclusion of the Microloan Agreement. If the loan amount is not received within this period, the loan offer is considered impossible.
- 3.7 Sources of loan provision are all types of income of the "Borrower", including funds in his account or funds received from the sale of pledged property.
- 3.8 When servicing and dealing with the "Borrower", the "Lender" is obliged to observe the privacy of information on the entrepreneurial and economic activities of the "Borrower", except as otherwise provided by the legislation of the Republic of Tajikistan.
- 3.9 The "Borrower" is obliged to notify the "Lender" by submitting an application for early repayment at least 30 (thirty) calendar days in advance.
- 3.10 In the event of full or partial repayment by the "Borrower" of the principal amount of the loan, the subsequent repayment of the loan will be carried out in accordance with the amended payment schedule.

4. Procedure for loan and interests repayment

- 4.1 Repayment of the microloan amount and interest in the order of equal (annuity), unequal (differential) or other than as established by law, is established in accordance with the payment schedule, which is an integral part of the microloan agreement, is determined and executed on the day the microloan amount is paid.
- 4.2 The "Borrower" repays the amount of the microloan and the accrued interest in cash to the cash desk of the "Lender" or by bank transfer no later than 15:30 on the day specified in the Payment Schedule or through payment terminals. Or is debited by the "Lender" by

- means of a memorial order according to the Payment Schedule from the bank accounts of the "Borrower" in an unacceptable manner without notice (debited from the account).
- 4.3 The "Lender" may set a grace period for the "Borrower", depending on the loan product for repayment of the principal amount of the loan.
- 4.4 Interest is accrued from the first day the debt arises, which corresponds to the day of lending.
- All payments are made on the basis of:
- 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 is more than one year.
- 4.5 In case of delay in the payment of the loan amount, the received amount will be accepted in the following order: first, all fines and interest for the delay will be paid, then the accrued interest, the overdue principal, and then the current loans.
- 4.6 No fine will be charged for partial or full repayment of the loan amount before the due date. In this case, the "Borrower" should apply in writing and declare the early repayment of further payments. Otherwise, the deposited amount will be accepted in accordance with the payment schedule.

5. Microloan provision

- 5.1 Lending is made without the provision of collateral and with provision of collateral.
- 5.2 In case of default by the Borrower, the loan may be withdrawn earlier in accordance with the procedure established by law, including by selling the pledged property, and in case of insufficient pledged property, at the expense of other property of the Borrower or at the expense of the guarantor.

6. Rights and responsibilities of Parties

6.1 A «Borrower» is entitled:

6.1.1 Early repay the full or partial amount of the received loan within the procedure prescribed by this Loan Offer.

6.1.2 Demand from the "Lender" a statement on the fulfillment of the loan obligation, on the loan balance, on the payment of the principal amount of the loan, interest and fine in oral or written form.

6.1.3 Upon the expiration of the microloan agreement or in case of early repayment of the loan amount, submit an application to the "Lender" for the next loan.

6.1.4 Express its opinion or complaint regarding the quality of services.

6.2 A «Lender» is entitled:

6.2.1 Reject the loan offer in the event of non-compliance of the "Borrower" with the credit requirements of the "Lender".

6.2.2 Control the purposeful use of the amount of microloans. In order to analyze (monitor) the use of the loan amount, visit the places of activity of the "Borrower" and request the necessary documents and information on financial performance, on the targeted use of the microloan amount and on economic activity.

6.2.3 Control repayment of loan amount according to the payment schedule.

6.2.4 In the event of occurrence of situations specified in part 7 of this Loan Offer, the "Lender" is entitled:

- cancel its obligations under the remaining part of the microloan, which has not yet been 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.

6.2.5 In the event of the due date for payment of accrued interest in accordance with the Payment Schedule, as well as violation by the "Borrower" of the terms of the Microloan Agreement, which provides for the timely payment of interest accrued on the loan in accordance with the Payment Schedule, the "Lender" is entitled to collect the amount accrued at that time without acceptance from the account of the "Borrower" and the penalty provided for in the Microloan Agreement.

6.2.6 The "Lender" is entitled, in case of late payment of the loan, to forcibly seize the pledged property provided by the "Borrower" in order to secure the issued microloan, payment of accrued interest and other amounts (fine, forfeit) in accordance with the legislation of the Republic of Tajikistan.

6.2.7 The "Lender" is entitled to notify the "Borrower" in writing not earlier than 20 (twenty) working days, and demand early repayment of the remaining amount of the microloan and the amounts payable from the "Borrower" in the following cases:

- a) Breach of the Payment Schedule by the "Borrower", i.e. regular delay in payment of the principal amount of the loan and accrued interest;
- б) misuse of the amount of the Microloan and deterioration of the financial condition of the "Borrower", discovery of information about the unreliable or incomplete presentation of financial indicators by the "Borrower";
- в) Breach any of the terms of the Microloan Agreement and the Pledge Agreement by the Borrower that were concluded to ensure the repayment of the microloan.

6.3 The «Borrower» is obliged:

6.3.1 Receive microloan amounts in accordance with the terms of the Microloan Agreement and use it appropriately.

6.3.2 Comply with the loan payment schedule and repay 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 it, pay a fine for each delay day of the accrued loan amount.

6.3.4 Provide all information to the representative of "Lender" in case of analysis (monitoring) of the use of loan, including information on financial performance, on the targeted use of microloan and business activities, by adding the necessary documents. To allow the representative of "Lender" visit the service, production premises, warehouses and other places and, provide the requested information in written and oral form upon request.

6.3.5 In the event of the sale of its assets, as well as in the event of acting as a guarantor or pledger for other obligations, as well as in the event of obtaining a loan from other credit organizations, the "Borrower" should immediately inform the "Lender" about these actions within 5 (five) days from the date of making an appropriate decision.

6.3.6 In case of delay in payment of the amount, pay it within the procedure prescribed by this Loan Offer.

6.3.7 Keep cash orders for loan repayment (including in electronic form) until the full fulfillment of obligations, as they are proof of payment.

6.3.8 The borrower allows representatives of the loan program (donors and investors) to visit their business locations and residence to check the intended use of the loan.

6.4 The «Borrower» is obliged:

6.4.1 Provide borrowed funds to the "Borrower" in accordance with the terms of the Microloan Agreement.

6.4.2 Early accept from the "Borrower" the amount of the issued loan in accordance with the procedure stipulated by the Loan Offer.

6.4.3 Issue a statement on repayment of loan by written request of "Borrower".

6.4.4 Notify the "Borrower" in writing 5 (five) days prior to the application of the measures specified in clause 6.2.4 of the Loan Offer.

7. Cases of default

7.1 Failure to pay or incomplete payment of loan amount by the «Borrower» according to schedule payment.

7.2 The "Borrower" failed to fulfill any of the conditions and obligations of the microloan agreement, including the misuse of the loan.

7.3 During the period of using the loan funds, the "Borrower" was declared incapacitated.

7.4 The financial position of the "Borrower" has deteriorated and has undergone unfavorable changes, which, from the point of view of the "Lender", negatively affects the solvency of the "Borrower".

7.5 The "Borrower" did not replace the loan provision and did not provide additional provision at the request of the "Lender".

7.6 Other cases stipulated by the legislation of the Republic of Tajikistan.

8. Parties responsibilities

8.1 "Parties" are responsible for failure to fulfill or improper fulfillment of the terms and obligations of the microloan agreement in accordance with the legislation of the Republic of Tajikistan.

8.2 Payment of a fine does not relieve the Borrower from fulfilling obligations and eliminating cases of non-fulfillment of the Microloan Agreement.

8.3 In the event of the death of the "Borrower", all obligations assumed under the Microloan Agreement are transferred to its successors in accordance with the requirements of the current legislation of the Republic of Tajikistan.

8.4 In the event of reorganization of the "Parties", the rights and obligations under this Loan Offer and the Microloan Agreement shall be transferred to their legal successors.

9. Force-majeure

9.1 In the event of force majeure circumstances (natural disasters - fires, droughts, floods, earthquakes, mass infectious diseases, as well as riots and military operation) that are not dependent on the will of the Parties, they may, by mutual agreement, change the conditions for fulfilling the obligations of the "Borrower" in accordance with the Amendment to the microloan agreement and determine the term for its execution (prolongation, suspension of interest and fine accrual, change in the procedure for repaying the loan and loan deferral).

9.2 If the "Borrower" is unable to fulfill its obligations in the event of force majeure (clause 9.1.), then it should immediately notify the "Lender" in writing and provide appropriate justification.

10. Final provisions

10.1 Disputes arising as a result of violation of the requirements and conditions of the Microloan Agreement by one of the "Parties", if they are not settled through negotiations, are subject to resolution in court.

10.2 The "Borrower" may contact the "Lender" call center at 1122 by phone or other means of communication. Also personally visit the structural subdivisions of the "Creditor" and contact the responsible persons according to the established schedule.

10.3 Amendments and additions to the Microloan Agreement are made by enter into Amendment and signing it.

10.4 Upon raising such changes, the "Lender" notifies the "Borrower" via SMS or other modern technical means of communication.

10.5 All issues not covered by the Loan Offer and the Microloan Agreement are subject to settlement within the procedure prescribed by the legislation of the Republic of Tajikistan.

10.6 The "Borrower" can voluntarily use other services of the "Lender" that are related to the lending process, on the basis of relevant agreements. Also, the "Borrower" shall be provided

with information of an advertising nature through modern means of communication on all types of services of the "Lender".

10.7 This loan offer is posted in electronic form on the official website of the "Lender" www.imon.tj, in the mobile application of the electronic wallet "IMONLINE", the mobile application of Internet banking, as well as in printed form on special bulletin boards located in the service centers of the "Lender".

10.8 This loan offer is considered concluded after the potential client puts a click and his signature in electronic and/or printed form.

10.9 Contact details of the "Lender": CJSC MDO "IMON INTERNATIONAL". Address: 735700, Republic of Tajikistan, Khujand city, md. 17, house 2.

RMA 510020687. Phone: 11-22.