

TERMS OF COMMERCIAL LENDING

Approved by the Management Board resolution # 12/02/09 as of April 9, 2009, Current version approved by resolution # 01/83/22 as of July 1. 2022. with the effect from the date specified below

A	Loans	to corporate clients			
	A.1.	Loans to	large enterprises		
A.1.1.			Secured by cash collateral, short-term treasury bonds, standard gold bars		
		A.1.2.	Secured by property and equipment, guarantees and warranties, other securities		
		A.1.3.	Secured by cash flows, finished goods, raw materials or mixed collateral		
	A.2.	Loans to	small and medium enterprises (SMEs)		
		A.2.1.	Secured by cash collateral, short-term treasury bonds, standard gold bars		
		A.2.2.	Secured by property and equipment, guarantees and warranties, other securities		
		A.2.3.	Secured by cash flows, finished goods, raw materials or mixed collateral		
В		of Credit			
	B.1.		eredit to large enterprises		
		B.1.1	Revolving line of credit		
			B.1.1.1 Secured by cash collateral, short-term treasury bonds, standard gold bars		
			B.1.1.2 Secured by property and equipment, guarantees and warranties, other securities		
			B.1.1.3 Secured by cash flows, finished goods, raw materials or mixed collateral		
	B.1.2.		Non-revolving line of credit		
			B.1.2.1 Secured by cash collateral, short-term treasury bonds, standard gold bars		
			B.1.2.2 Secured by property and equipment, guarantees and warranties, other securities		
	I D 2	Time of a	B.1.2.3 Secured by cash flows, finished goods, raw materials or mixed collateral credit to SMEs		
	B.2.				
		B.2.1	Revolving line of credit B.2.1.1 Secured by cash collateral, short-term treasury bonds, standard gold bars		
			B.2.1.1 Secured by cash conateral, short-term treasury bonds, standard gold bars B.2.1.2 Secured by property and equipment, guarantees and warranties, other securities		
			B.2.1.2 Secured by property and equipment, guarantees and warrantes, other securities B.2.1.3 Secured by cash flows, finished goods, raw materials or mixed collateral		
		B.2.2.	Non-revolving line of credit		
			B.2.2.1 Secured by cash collateral, short-term treasury bonds, standard gold bars		
			B.2.2.2 Secured by property and equipment, guarantees and warranties, other securities		
			B.2.2.3 Secured by property and equipment, guarantees and warrantees, other securities B.2.2.3 Secured by cash flows, finished goods, raw materials or mixed collateral		
С	Overdi	raft to cor	porate clients		
	C.1.		ft to large enterprises		

Effective date: July 18, 2022

∧ ∧MERI∧B∧NK

		_	
		C.1.1.	Secured by cash flows
		C.1.2.	Other security
	C.2.	Overdra	ft to SMEs
		C.2.1.	Secured by cash flows
		C.2.2.	Other security
D	D Online SME loan/overdraft		n/overdraft
		D.1.	Secured by cash flows and guarantee
		D.2.	Secured by property and vehicle



1. LOANS (A.1, A.2)

#	Terms and conditions	Loans to large enterprises (A.1)	Loans to SMEs (A.2)	Loans to agro-processing industry for procurement of agricultural raw materials (in accordance with the requirements of the respective program of the Armenian Government)	Loans for purchase of pedigree cattle to promote cattle-breeding in Armenia under 2019-2024 program (in accordance with the requirements of the respective program of the Armenian Government)	If financed under GAF "Energy Efficiency for SMEs" program ¹
1	Loan Amount	Over AMD or other currency equivalent of USD 1,500,000	Up to AMD or other currency equivalent of USD 1,500,000	AMD 3,000,000,000	Up to AMD 300,000,000	AMD 20- 500,000,000
2	Loan term	Up to 8 year	Up to 8 years (loans issued for purchase of floating assets and financing of the current financial and economic activities – up to 5 years) Note, that after 5 years the interest rate shall be floating (except for project loans in AMD)	Up to 2 year	Up to 5 years	Up to 5 years
	Term of short-term loans (for import or export purposes)	Up t	o 6 months	N/a	N/a	N/a
3	Grace period (for principal):	(A.1, A.	2): up to 1 year	2 - 3 months	Up to 12 months	Up to 1 year
		For lo	pans in AMD from 12 %	12-14% (with possibility of 100% subsidy)	Max 12% (with possibility of 10%-12% subsidy)	From 9.5%

-

¹ The cost of purchase of energy-efficient equipment and facilities, infrastructure construction and other projects using renewable energy sources should comprise at least 70% of loan proceeds. *The remaining 30% can be invested into other fixed assets of the borrower*.

[/]	∧MERI∧B∧NK					
		For lo	oans in USD			
		from 9 %	from 9 %			
		For lo	oans in EUR			
		from 8 %	from 8 %			
			n USD and EUR (for import			
4	Annual interest rate ⁱ		ort purposes)			
			om 8 %			
			or loans in other currencies is the loan approving body.			
		% of deposit (time or and the deposit a % of deposit (time or	C cash collateral: r demand) + 4%, if the loan re in the same currency r demand) + 5%, if the loan re in different currencies			
5	Loan provision fee (chargeable lump-sum at the time of provision). The bank can define a schedule for payment of loan provision fee, in which case any fee outstanding at the time of repayment of loan before the due date shall be payable together with early repayment of loan or in whatever other manner the bank may define.	contractu 1-2 years: 0-0.7% o More than 2 years: 0	an 1-year term: 0-0.5% of all loan amount of contractual loan amount 0-1.5% of contractual loan amount amount ainst cash collateral: 0%	N/a	N/a	Up to 1%
6	Late payment fee ⁱⁱ		Fine in the amount of 0.1	3% of overdue loan/interest fo	or each day beyond terms	
8	Loan repayment	As per schedu	le or at the end of term (month	ly, quarterly, semi-annually o	r otherwise as defined under lo	oan agreement)

	Early repayment	Early repayment fee in the amount of up to 6-month interest on repaid sums where envisaged under loan	agreement
(prepayment) ⁱⁱ		(Not applicable to Armenian government-subsidized loans under agriculture and cattle breeding developme	
		A.1.1, A.2.1: cash, T-bills, standard gold bars, bonds issued by Ameriabank	
^		A.1.2, A.2.2: property and equipment, guarantees and warranties, other securities	
0	Loan security	A.1.3, A.2.3: cash flows, working assets or mixed collateral	
		A.1.2, A.1.3, A.2.2, A.2.3, B.1.1.2, B.1.1.3, B.1.2.2, B.1.2.3, B.2.1.2, B.2.1.3, B.2.2.2, B.2.2.3, C.1.2, C.2.2: personal guarantees by the business founders/beneficial owners as additional security.	
		A.1.1, A.2.1 – max 100%, if the currency of loan is the same as that of collateral or, if different, it is included in SDR basket, and max 95%, if the currency of loan is different from that of collateral, except for currencies included in SDR basket	
1	Loan-to-value (LTV) ratio ⁱⁱⁱ	a) Up to 80% of appraised value of collateral (in case of real estate) for loans with up to 96-month term; 90% if the debt service coverage ratio of the borrower is 1.5 or higher; up to 70% if the loan term exceeds 96 months b) Up to 50% of appraised value of collateral in case of movable property; 60% if the debt service coverage ratio of the borrower is 1.5 or higher and the loan term does not exceed 96 months up to 80% for the movable property which is going to be purchased or has been purchased during the last six months, starting from the loan application submission date, where the loan term does not exceed 96 months c) Up to 30% of appraised value of collateral in case of inventories (finished goods, raw materials, etc.). Note that the share of this kind of collateral cannot exceed 40% of total pledge. d) max 50% of average monthly bank account turnover for the most recent period from 6 (min) to 12 (max) months, for cash flows e) for shares: - up to 80% of appraised value of collateral in case of running business - up to 60% of appraised value of collateral in case of business not yet running (project-based loans ^{iv})	
2	Pledge insurance	 To the extent of outstanding loan, on annual basis The insurance of the pledged real estate is to be obtained only if it is or will be used for business p 	ourposes.
13	Application handling period	A.1.1, A.2.1: up to 5 business days upon receipt of complete set of documents A.1.2, A.2.2: up to 10 business days upon receipt of complete set of documents A.1.3, A.2.3: up to 15 business days upon receipt of complete set of documents	
		Depending on the case, these terms may be extended for an additional period of not more than 10 busin	ess days.

$[\Lambda]$	VMEKIVRVNK	
14	Validity period (period during which loan approval is effective)	(A.1, A.2): 30 days, unless otherwise specified by the decision of the bank's authorized body
15	Loan re-approval	Upon expiry of approval validity period, but not later than 60 days after the initial approval date
16	Form of disbursement	Crediting to the bank account
17	Loan modification application fee ^v	AMD 500,000

2. LINES OF CREDIT (B.1, B.2)

ANACOLADANIZ

18

Other terms

#	Terms and conditions	Lines of credit to large enterprises (B.1)	Lines of credit to SMEs (B.2)	
1	Credit limit	Over AMD or other currency equivalent of USD 1,500,000	Lines of credit to SMEs (B.2): Up to AMD or other currency equivalent of USD 1,500,000	
2	Term	Up to 3 years		
3	Term for lines of credit intended to finance property, plant and equipment	Up to :	5 years	
4	Limit reduction	According to the schedule or a	t the end of the maturity period	
		For lines of c	redit in AMD	
5	Annual interest rate on utilized amount ⁱ	from 12 %	Lines of credit to SMEs (B.2): from 12 %	

¹ Maximum annual interest rate cannot exceed 24%. The overdue loans continue to bear the interest rate specified in the loan agreement.

[&]quot;Whenever applied, the maximum annual rate or aggregate amount of fines and/or penalties under the agreement will be within the limits defined under the legislation of the Republic of Armenia.

iii Where the guarantee is the main security and there are pledged items as well, loan-to-value ratio is not applicable. This being the case, the nature of security (main or additional) is defined in loan conclusion and approved by the authorized body.

iv Where the project loans are concerned, if the project owner/contractor has implemented similar projects earlier, the LTV ratio is up to 80 percent of the appraised value of the collateral.

^v Loan modification fee is payable by the client in case the application for revision of the terms was submitted by the client at their initiative and approved by the bank. The fee is paid based on analysis and conclusion prepared by relevant department of the bank for the client's application. Generally, in other cases of modification of the loan terms, charging of the fee is subject to decision of the bank's authorized body.

		For lines of credit in USD		
		from 9 %	Lines of credit to SMEs (B.2): from 9 %	
		For lines of c	redit in EUR	
		from 8 %	Lines of credit to SMEs (B.2): from 8 %	
		LCs: from 4% if without confirmation, from	om 6% if with confirmation by other banks	
		In case of discou	unting under LCs	
		Fron	n 9 %	
		The interest rate for lines of credit in other curre	encies is determined by the Management Board.	
		% of deposit (time or demand) + 4%, if the line	sh collateral: of credit and the deposit are in the same currency of credit and the deposit are in different currencies	
5	Annual interest rate for non-utilized amounts ⁱ	Up to	0 2 %	
	Loan provision fee (chargeable lump-sum at the time of provision). The bank can define a schedule for payment of loan disbursement	Up to 1 year lines of cred	dit: 0-0.5% of credit limit	
	fee, in which case any fee outstanding at the			
7	time of repayment of loan before the due date shall be payable together with early repayment of loan or in whatever other	Over 2 years lines of credit: 0-1.5% of credit limit		
	manner the bank may define.	Lines of credit secured	by cash collateral: 0%	
3	Late payment fee ⁱⁱ	Fine in the amount of 0.13% of overdue	e loan/interest for each day beyond terms	
)	Line of credit repayment		erly, semi-annually or otherwise as defined under loan ement)	
0	Early repaymentii	Where envisaged under the loan agreement in the ar	mount of up to 6-month interest on early repaid sums	
	Line of credit security	B.1.1.1, B.1.2.1, B.2.1.1, B.2.2.1: cash, T-bills,	standard gold bars, bonds issued by Ameriabank	

$ \Lambda $	∆MERI∧B∧NK	
11		B.1.1.2, B.1.2.1, B.2.1.2, B.2.2.2: property and equipment, guarantees, warranties and other securities
		B.1.1.3, B.1.2.3, B.2.1.3, B.2.2.3: cash flows, current assets or mixed collateral
		B.1.1.1, B.1.2.1, B.2.1.1, B.2.2.1: 100%, if the currency of loan is the same as that of collateral or, if different, it is included in SDR basket, and 95%, if the currency of loan is different from that of collateral, except for currencies included in SDR basket
		a) Up to 80% of appraised value of collateral in case of real estate; 90% if the debt service coverage ratio of the borrower is 1.5 or higher;
12 Loai	Loan-to-value (LTV) ratio ⁱⁱⁱ	b) Up to 50% of appraised value of collateral in case of movable property; 60% if the debt service coverage ratio of the borrower is 1.5 or higher and there is no deviation in the loan term up to 80% for the property which is going to be purchased or has been purchased during the last six months, starting from the loan application submission date
		c) up to 30% of appraised value of collateral in case of inventories (finished goods, raw materials, etc.). Note that the share of this kind of collateral cannot exceed 40% of total pledge.
		d) max 50% of average monthly bank account turnover for the most recent period from 6 (min) to 12 (max) months, for cash flows
13	Pledge insurance	To the extent of credit limit, on annual basis The insurance of the pledged real estate is to be obtained only if it is or will be used for business purposes.
		B.1.1.1, B.1.2.1, B.2.1.1, B.2.2.1: up to 5 business days upon receipt of the complete set of documents
	Ann Province Lond Warren 1	B.1.1.2, B.1.2.1, B.2.1.2, B.2.2.2: up to 10 business days upon receipt of the complete set of documents
14	Application handling period	B.1.1.3, B.1.2.3, B.2.1.3, B.2.2.3: up to 15 business days upon receipt of the complete set of documents
		Subject to extension for not more than 10 business days based on review

Λ ΛΜΕΡΙΛΒΛΝΚ

15	Validity period (period during which the decision on line of credit approval is effective)	30 days, unless otherwise specified by authorized body's decision
16	Re-approval of line of credit	Upon expiry of approval validity period, but not later than 60 days after the initial approval date
17	Form of disbursement	Crediting to the bank account
18	Loan modification application fee ^{iv}	AMD 500,000

¹ Maximum annual interest rate cannot exceed 24%. The overdue loan/line of credit/overdraft will continue to bear the interest rate specified in the loan agreement.

3. OVERDRAFT (C.1, C.2)

#	Terms and conditions	Overdraft to large enterprises (C.1)	Overdraft to SMEs (C.2)
1	Amount	Max 50% of average monthly account turnover at least for the latest 6 months	
2	Term	Up to 12	months
3	Repayment of utilized amounts	As per schedule (monthly, quarterly, semi-annually	y or otherwise as defined under loan agreement)
		For overdraft	ts in AMD
		from 13 %	from 13 %
	Annual interest rate on utilized amounti	For overdraf	ets in USD
4		from 10 %	from 10 %
		For overdraf	ets in EUR
		from 9 %	from 9 %

[&]quot;Whenever applied, the maximum annual rate or aggregate amount of fines and/or penalties under the agreement will be within the limits defined under the legislation of the Republic of Armenia.

iii Where the guarantee is the main security and there are pledged items as well, the loan-to-value ratio is not applicable. This being the case, the nature of security (main or additional) is specified in the loan conclusion and approved by the authorized body.

Loan modification fee is payable by the client in case the application for revision of the terms was submitted by the client at their initiative and approved by the bank. The fee is paid based on analysis and conclusion prepared by the relevant department of the bank for the client's application. Generally, in other cases of modification of the loan terms, charging of the fee will be subject to the decision of the bank's authorized body.

∧ ∧MERI∧B∧NK

5	Loan disbursement fee (chargeable lump-sum at the time of provision). The bank can define a schedule for payment of loan disbursement fee, in which case any fee outstanding at the time of repayment of loan before the due date shall be payable together with early repayment of loan or in whatever other manner the bank may define.	0-0.5% of credit limit
6	Late payment fee ⁱⁱ	Fine in the amount of 0.13% of overdue loan/interest for each day beyond terms
7	Annual interest rate for non-utilized amount ⁱ	Up to 2%
8	Early repayment (prepayment)ii	Early repayment fee in the amount of up to 6-month interest on prerepaid sums where envisaged under loan agreement
9	Limit reduction	If there is no turnover on bank accounts for a month, the overdraft limit can be reviewed and reduced.
10	Security	Cash flows, guarantees and warranties, in certain cases – other security
11	Loan-to-value (LTV) ratio ⁱⁱⁱ	Max 50% of average monthly turnover on bank accounts for the most recent period from 6 (min) to 12 (max) months
12	Application handling period	Up to 10 business days upon receipt of complete set of documents. Depending on the process, the specified terms may be extended for an additional period of not more than 10 business days.
13	Validity period (period during which the decision on line of credit approval is effective)	30 days, unless otherwise specified by authorized body's decision
14	Overdraft re-approval term	Upon expiry of validity period but not later than within 60 days after initial overdraft approval date
15	Form of disbursement	Crediting to the bank account
16	Overdraft modification application feeiv	AMD 500,000



¹ Maximum annual interest rate cannot exceed 24%. The overdue loan/line of credit/overdraft will continue to bear the interest rate specified in the loan agreement.

4. ONLINE LOAN/OVERDRAFT (D.1, D.2)

#	Terms and conditions	Secured by	cash flows and guarante	e (D.1.)	Secured by real estate or vehicle (D.2.)			
1.	Client	Legal entities and individual entrepreneurs (IE) with at least 6-month business history						
2.	Exclusion list	 Production or trade in any product or activity deemed illegal under the Republic of Armenia laws or regulations or international conventions and agreements Production or trade in weapons and munitions Gambling, casinos and equivalent enterprises, Trade in precious stones Currency exchange office Brokerage or bookmaking offices Production, use of or trade in hazardous substances (like radioactive materials) other than pesticides and fertilizers used in agriculture 						
3.	Loan Amount	D.1. AMD 1,000,000 - AMD 10,000,000 or equivalent in other currency (USD, EUR)			D.2. AMD 10,000,000 - AMD 20,000,000 or equivalent in other currency (USD, EUR)			
4.	Loan term	1 y	1 year		3 years		5 years	
5.	Grace period (for principal):	N/a						
	Annual interest rate ⁱ	For loans in AMD						
6.		D.1. (loan/overdraft): from 14.5%/15.5%	D.2. (Loan/overdraft): from 13%/14%	D.1. (loan/overdraft from 15.5%/16.5%		D.1. (loan/overdraft): from 16.5%/17.5%	D.2. (loan/overdraft): from 15%/16%	
		For automatically approved business loan/overdraft in AMD (D.1): from 13% (loan) or 14% (overdraft)						

ii Whenever applied, the maximum annual rate or aggregate amount of fines and/or penalties under the Agreement shall be within the limits defined under the legislation of the Republic of Armenia.

iii Where the guarantee is the main security and there are pledged items as well, the loan-to-value ratio is not applicable. This being the case, the nature of security (main or additional) is specified in the loan conclusion and approved by the authorized body.

^{iv} Loan modification fee is payable by the client in case the application for revision of the terms was submitted by the client at their initiative and approved by the bank. The fee is paid based on analysis and conclusion prepared by the relevant department of the bank for the client's application. Generally, in other cases of modification of the loan terms, charging of the fee will be subject to the decision of the bank's authorized body.



		For loans in USD							
		D.1. (loan/overdraft): from 11.5%/12.5%	D.2. (loan/overdraft): from 10%/11%	D.1. (loan/overdraft): from 12.5%/13.5%	D.2. (loan/overdraft): from 11%/12%	D.1. (loan/overdraft): from 13.5%/14.5%	D.2. (loan/overdraft): from 12%/13%		
		For automatically approved business loan/overdraft in USD (D.1): from 10% (loan) or 11% (overdraft)							
		For loans in EUR							
		D.1. (loan/overdraft): from 10%/11%	D.2. (loan/overdraft): from 8.5%/9.5%	D.1. (loan/overdraft): from 11%/12%	D.2. (loan/overdraft): from 9.5%/10.5%	D.1. (loan/overdraft): from 12%/13%	D.2. (loan/overdraft): from 10.5%/11.5%		
		For automatically approved business loan/overdraft in EUR (D.1): from 8,5% (loan) or 9,5% (overdraft)							
7.	Loan disbursement fee (chargeable lump-sum at the time of provision)	1% of loan amount N/a in case of online application for score-based automatically approved SME loans/overdrafts							
8.	Late payment fee ⁱⁱ	Fine in the amount of 0.13% of overdue loan/interest for each day beyond terms							
9.	Repayment	Annuity (equal monthly installments consisting of a portion of loan and a portion of interest) in case of loans Principal payable at the end of term in case of overdraft							
10.	Early repayment (prepayment)	N/a							
	Loan security	D.1: Cash flows, personal guarantees by business founders/beneficial owners and other physical and/or legal entities as requested by the bank							
11.		D2: Cash flows, personal guarantees by business founders/beneficial owners and other physical and/or legal entities as requested by the bank, real estate ² or vehicle							
12.	Loan-to-value (LTV) ratio	1. Real estate: up to 10 2. Vehicles: 50% While calculating the 1 AMD 10 million, and	00% LTV ratio, the loan valu (ii) outstanding unsecur	e is considered to be equed credit obligations of the CV ratio is calculated on	ual to the sum of (i) tha the client. Furthermore,	t portion of the requeste if the client's outstandi			

² Real estate must be located in Yerevan.



13.	Pledge insurance	The insurance of the pledged real estate is to be obtained only if it is or will be used for business purposes. Insurance for pledged real estate and vehicles to be maintained throughout the term of loan: 1. If by the Client: at least for the amount of the outstanding principal/credit limit 2. If obtained by the bank: to the extent of the outstanding principal/credit limit. The following vehicles are not subject to insurance: • Vehicles transporting hazardous materials (toxic substances, chemicals, radioactive and explosive materials) • Vehicles to be used in races, test drives; vehicles which have three wheels, snow removers, motorcycles, special purpose vehicles • Taxis and rental cars			
14.	Application handling period	D.1. Immediately for automatically approved loans up to 2 business days for other loans D.2 No more than 3 business days.			
15.	Validity period (period during which loan approval is effective)	7 business days			
16.	Form of disbursement	Crediting to the bank account			

i Maximum annual interest rate cannot exceed 24%. The overdue loan will continue to bear the interest rate specified in the loan agreement.
ii Whenever applied, the maximum annual rate or aggregate amount of fines and/or penalties under the Agreement shall be within the limits defined under the legislation of the Republic of Armenia.