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|  <b>AMERIABANK</b> | <b>AMERIABANK CJSC</b> | <b>11CB PL 72-29</b>     | <b>Page<br/>1/2</b> |
| <b>Purchase Order Finance (POF) Terms</b>   |                        | <b>Edition 7</b>         |                     |
|   |                        | <b>February 01, 2017</b> |                     |

|            |                             |   |
|------------|-----------------------------|---|
| <b>1.</b>  | <b>Subject of POF</b>       | <b>Purchase order (PO) based on contracting between borrower and customer</b>   |
| <b>2.</b>  | <b>Purpose of POF</b>       | <b>Financing is purely contract-driven and intended to be used for performance of purchase orders, in particular:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Acquisition of raw commodities and half-finished products</li> <li><input type="checkbox"/> Payment to sub-contractors</li> <li><input type="checkbox"/> Payment of salary</li> <li><input type="checkbox"/> Tax and customs-related costs</li> <li><input type="checkbox"/> Freight costs</li> <li><input type="checkbox"/> Testing costs</li> <li><input type="checkbox"/> Insurance costs</li> <li><input type="checkbox"/> Performance guarantee issuance</li> <li><input type="checkbox"/> Other PO-related costs</li> </ul> |
| <b>3.</b>  | <b>Terms of POF</b>         | <ul style="list-style-type: none"> <li><input type="checkbox"/> Financing is subject to provision of order-related invoices and the like. Financing is instalment-based.</li> <li><input type="checkbox"/> Financing is intended for purchase of raw commodities etc., services &amp; inventories necessary for performance of order, as well as for honoring of salaries, tax liabilities and other order-related commitments. All such payments should be made by wire transfer using accounts with Ameriabank.</li> <li><input type="checkbox"/> Insurance of inventories (freight) necessary for performance of order is a required condition.</li> </ul>   |
| <b>4.</b>  | <b>Eligible borrowers</b>   | <b>Legal entities and private entrepreneurs having at least 1 year's background in the industry where they are to perform the PO</b>  |
| <b>5.</b>  | <b>Limit of POF</b>         | <b>Up to 75% of PO or USD 300,000 or its equivalent in AMD or EUR, whichever is less</b>  |
| <b>6.</b>  | <b>Annual interest rate</b> | <b>Starting from 16% for AMD-denominated financing, and from 14% for USD and EUR-denominated financing, accrued to outstanding loan divided by 365 times actual number of days elapsed. Interest starts to accrue from and including the day of payment of financing amount into the borrower's account with Ameriabank. The manner of payment of interest is subject to POF agreement with the bank. Interest is payable in Armenian drams whatever the currency of POF.</b>   |
| <b>7.</b>  | <b>Front-end commission</b> | <b>0.5% of loan, payable in accordance with the terms and conditions of POF agreement</b>   |
| <b>8.</b>  | <b>Term of POF</b>          | <b>Up to 180 days</b>   |
| <b>9.</b>  | <b>Currency</b>             | <b>Armenian drams, US dollars or euros</b>  |
| <b>10.</b> | <b>Security</b>             | <ul style="list-style-type: none"> <li><input type="checkbox"/> Working capital</li> <li><input type="checkbox"/> Account balance and turnover</li> <li><input type="checkbox"/> PO-related receivables and other claims</li> </ul>   |

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|            |   |  |
|------------|---|--|
|            |   | <input type="checkbox"/> <b>Other contractual receivables and claims</b><br><input type="checkbox"/> <b>Owners' guarantees</b><br><input type="checkbox"/> <b>Bank guarantee</b><br><input type="checkbox"/> <b>Customer-initiated Letter of Credit in favor of borrower</b>   |
| <b>11.</b> | <b>Late payment fee (principal)</b>   | <b>The interest rate defined in agreement shall cease to accrue to any amounts which have become overdue. Instead, the overdue amount shall bear interest at the rate of 24% per annum.</b><br><b>Fine in the amount of 0.1% of overdue loan plus, if the delay in payment extends for 5 business days or longer, penalty in the amount of 2% of overdue amount.</b> |
| <b>12.</b> | <b>Late payment fee (interest)</b>  | <b>0.3% of overdue interest plus, if the delay in payment extends for 5 days or longer, penalty in the amount of 5% of overdue interest</b>  |
| <b>13.</b> | <b>Repayment before due date</b>  | <b>No fines and penalties apply.</b>   |
| <b>14.</b> | <b>Loan repayment</b>   | <b>Upon maturity or as may be otherwise scheduled under the agreement</b>  |
| <b>15.</b> | <b>Response period</b>  | <b>Your application will be handled and responded to within up to 10 business days after you submit all required documents, unless otherwise required by relevant authority of the bank.</b>   |
| <b>16.</b> | <b>Validity period (period during which the decision on approval of POF is valid)</b> | <b>20 days unless otherwise defined by relevant authority of the bank</b>  |
| <b>17.</b> | <b>Loan restructuring application fee*</b>  | <b>AMD 500,000</b>   |

**\*The loan restructuring fee is payable by the borrower, if the restructuring application submitted by the borrower at their own initiative and of their own free will is reviewed and satisfied by the bank (for which the relevant department should perform analysis and provide its conclusion). In other cases of restructuring, this fee is normally chargeable based on decision of the Large Credit Committee.**