## Regarding making changes to the "General Agreement for Banking Services for Legal Entities" posted on the website <a href="https://www.pashabank.ge/">https://www.pashabank.ge/</a>

On the basis of this document, the "General agreement for banking services for Legal Entities" posted on the website - <u>https://www.pashabank.ge/</u> - should be amended, in particular, clause 15<sup>1</sup> shall be added and clause 17.2 shall be changed and read as follows:

## 1." 15<sup>1</sup> Anti-Bribery, Tax Evasion and Anti-Corruption Policy

- 15<sup>1</sup>.1 The Client declares and guarantees that:
- 15<sup>1</sup>.1.1 The Client its subsidiaries, parent companies, and related persons shall conduct their activities and business relationships in good faith and lawful conduct, observing high standards of ethics. The Client has zero tolerance policy towards corruption, bribery. Tax fraud, tax evasion and any other kind of criminal acts and keep the above-mentioned issues under permanent control.
- 15<sup>1</sup>.1.2 The Client, as well as persons connected to it: members of the senior management, authorized persons, representatives, employees or other staff of its subsidiaries or parent companies shall not participate in any activities, which may mean to facilitate of (direct or indirect) corruption, tax fraud and tax evasion in any form, offer, receive, deliver, issue or request gifts, hospitality, awards and other intangible assets, (either directly or indirectly), to create any kind of commercial, contractual, regulatory or personal preferences and/or encourage or reward any illegal and unethical behavior;
- 15<sup>1</sup>.1.3 The Client or a person associated to it has not been found guilty and/or accused in corruption, tax fraud and facilitation of tax evasion cases.
- 15<sup>1</sup>.1.4 The Client or its related entities during setting up the Agreement, has not, directly or indirectly, paid, received, been involved in any transaction, according to which any illegal and/or hidden fees, bribe and/or compensation should be paid or received;
- 15<sup>1</sup>.1.5 A breach of any provision of the above Policy may lead to the termination of both this contract and any previous agreement between the Parties. Depending on the seriousness of violations of the above guarantees, the Bank has the right to demand that the Client provide its statements and records."
- 2. "17.2 Any dispute between the parties is resolved by negotiations. In case of failure to come up with resolution, the dispute shall be resolved consistent with this Article:
  - 17. 2.1. This General Agreement is governed by Georgian law. Any disagreement and dispute between the parties shall be settled on the basis of negotiations. In case of failure to reach an agreement, the dispute shall be settled by the common courts of Georgia in accordance with this article.
  - 17.2.2 A notice sent by the Bank regarding the fulfillment of obligations and the granting of an additional term shall be considered delivered by sending it to the e-mail address specified in this agreement.
  - 17.2.3 The Client shall immediately notify the Bank of any changes or additions made to the information that he/she has submitted to the Bank, and to the documents he/she has submitted, including concerning the change of contact details (legal/actual address, telephone number, e-mail, etc.); Otherwise, the notice/warning sent to the contact address that is known to the bank will be considered delivered. Also, he/she shall keep the necessary equipment and network for communication (including mobile phone, computer, Internet) in good working/switched on condition. Otherwise, the bank shall not be liable for the consequences/damage caused by this;
  - 17.2.4. The Bank shall have the right to apply to the notary to request the issuance of a writ of execution on the basis of this Agreement and/or any document executed based on it and/or to satisfy the timely demand for payment of arrears arising in connection with such documents, which means that the bank is entitled to satisfy the claim arising on the basis of this Agreement and/or any document executed under it, by the compulsory execution of the writ of execution issued by a notary."

## The amendments provided herein shall take effect as of the date of publication.

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