

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

On the basis of this document, the "General agreement for banking services for natural persons" posted on the website - <https://www.pashabank.ge/> - should be changed, in particular, add Clause 12<sup>1</sup> and its sub-clauses. Their content should be formulated as follows:

**12<sup>1</sup>. Right to Withdraw from Remote Banking Products/Services (Agreement)**

- 12<sup>1</sup>.1. This clause defines the rules and conditions for the Client's right to withdraw from remote banking products or services (hereinafter „withdrawal right“), which are agreed upon or contracted between the Bank and the Client through remote communication channels (hereinafter "Remote Banking Products/Services").
- 12<sup>1</sup>.2. The Client has the right to withdraw from the agreement on Remote Banking Products/Services, without any reason, within 14 (fourteen) calendar days from the date of the agreement or receipt of the service.
- 12<sup>1</sup>.3. The Client must clearly and unambiguously notify the Bank of their intention to exercise the right to withdraw from the agreement, no later than 14 (fourteen) calendar days from the date of the agreement or receipt of the service. This notification can be submitted through one of the following channels: internet/mobile banking; in writing (at any branch/service center of the Bank); or by calling the telephone service center at (+995 322) 265 000
- 12<sup>1</sup>.4. The withdrawal right notification must specify which remote banking product/service the Client is withdrawing from. Additionally, the Bank has the right to request, and the Client is obligated to provide within a reasonable time, any information/documentation related to the use of the remote banking product/service the Client is withdrawing from.
- 12<sup>1</sup>.5. The Client is obliged to return to the Bank any property/money received under the agreement immediately upon sending the notification of withdrawal from the agreement, but in any case no later than 30 (thirty) calendar days from the date of sending such notification. The Client may be required to reimburse expenses incurred by the Bank in accordance with the agreement, proportionate to the services actually provided by the Bank before the Client exercised the right to withdraw and before the return of the received property/money. Additionally, the Bank has the right to charge the Client for any costs incurred by the Bank on behalf of third parties.
- 12<sup>1</sup>.6. The Bank is obligated to refund the Client any amount paid for the Remote Banking Product/Service, excluding administrative costs and costs for services actually rendered (proportionate to the period of service). The refund will be made no later than 30 (thirty) calendar days from the date of receipt of the withdrawal notification, but not before the Client fulfills the obligations outlined in clauses 12<sup>1</sup>.4 and 12<sup>1</sup>.5.
- 12<sup>1</sup>.7. In the event of withdrawal by the Client, the agreement will be considered terminated once the requirements specified in clauses 12<sup>1</sup>.4, 12<sup>1</sup>.5, and 12<sup>1</sup>.6 are fully fulfilled.
- 12<sup>1</sup>.8. If the Client fails to properly fulfill the obligations specified in clauses 12<sup>1</sup>.4 and 12<sup>1</sup>.5, the contractual relationship will continue under the original terms of the agreement, and the right to withdraw will be considered not exercised.
- 12<sup>1</sup>.9. If the Client and the Bank have mutual financial obligations and claims, the Bank is authorized to offset these obligations and claims. This means that any amount the Client owes to the Bank can be deducted from the amount the Bank owes to the Client as a result of exercising the right to withdraw from the agreement.
- 12<sup>1</sup>.10. The provisions related to the right to withdraw from the agreement do not apply to specific financial products (such as credit, overdraft, credit card, etc.). The right to withdraw from such agreements (if applicable) is regulated by individual agreements signed with the Client.
- 12<sup>1</sup>.11. The right to withdraw does not apply to banking products/services related to:
  - 12<sup>1</sup>.11.1. Currency exchange;
  - 12<sup>1</sup>.11.2. Money market instruments;
  - 12<sup>1</sup>.11.3. Tradable securities;
  - 12<sup>1</sup>.11.4. Rights issued by an investment fund;
  - 12<sup>1</sup>.11.5. Futures, including equivalent instruments settled in cash;

- 12<sup>1</sup>.11.6. Forward rate agreements (FRAs);
- 12<sup>1</sup>.11.7. Swaps on interest rates, currency, and capital;
- 12<sup>1</sup>.11.8. Options to acquire or dispose of any instruments specified in this clause, including equivalent instruments settled in cash, as well as currency and interest rate options;
- 12<sup>1</sup>.11.9. Documentary operations (letters of credit, documentary collections, bank guarantees, acceptances, etc.);
- 12<sup>1</sup>.11.10. Escrow accounts;
- 12<sup>1</sup>.11.11. Factoring operations;
- 12<sup>1</sup>.11.12. Agreements that have been fully performed at the explicit and unequivocal request of the Client before the right of withdrawal was exercised;
- 12<sup>1</sup>.11.13. Deposit agreements.

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

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