

## General Agreement for Rendering Banking Services to Individuals

### 1. Definition of Terms

- 1.1. The terms used in the present agreement and/or agreement/covenant executed on its basis/in its framework shall have the following meanings, unless otherwise deriving from the context or construed from the respective agreement/covenant:
  - 1.1.1. **Bank** - JSC PASHA Bank Georgia, ID code 404433671, head office address: Georgia, Tbilisi, Vake district, Ilia Chavchavadze Avenue, N37m. Email – [info@rebank.ge](mailto:info@rebank.ge), web page: [www.rebank.ge](http://www.rebank.ge), license # - decree N 27 of the Vice President of the National Bank, dated January 17, 2013;
  - 1.1.2. **Client** – person whose name, family name and other identification data and information are provided in the application and in favor of which the banking service is performed;
  - 1.1.3. **Party/Parties** – Bank and/or client and/or additional card holder(s) commensurate with the context;
  - 1.1.4. **Third person** – any person other than the client and the Bank;
  - 1.1.5. **Bank products/service** – provision of the banking service indicated in clause 2.2 of the present agreement/using bank products, the individual terms of which are determined by the present agreement and/or other agreement executed/to be executed with the client;
  - 1.1.6. **Credit product** – loan/credit of any type (including overdraft, credit card etc.), disregarding the title, which the bank offers/provides to the client;
  - 1.1.7. **Order** – any order/command exercised in the framework of the bank products (written and/or electronic and/or remotely) which is assigned by the client to the Bank;
  - 1.1.8. **Application** – application of the client to the Bank in a form established by the Bank (by means of a material document or remote bank servicing), by which the client expresses wish/consent to have the Bank exercise and/or suspend/terminate/amend the banking product/service, consistent with the terms of the application. A consent/statement made by means of the remote banking service has the same legal force as a material document;
  - 1.1.9. **Bank account (hereafter – “account”)** – unique means of accounting monetary resources opened at the Bank for the client, which includes a current account and card accounts;
  - 1.1.10. **Single-currency bank account** – an account where the monetary resources are registered in one particular currency;
  - 1.1.11. **Multi-currency account** – an account opened for the client where the monetary resources are registered in several currencies separately and which represents a single account from the point of quantity;
  - 1.1.12. **Statement** – information on transaction(s) and balance(s) performed on the account;
  - 1.1.13. **Payment transaction** – operation of placement, depositing, transferring or withdrawal of monetary resources initiated by the client or the recipient;
  - 1.1.14. **Payment order** – order issued by the client or the recipient to the Bank to exercise a payment transaction;
  - 1.1.15. **Non-accepted debiting funds** – debiting amounts from the bank account of the client without consent (permission) from the client;
  - 1.1.16. **Bank card (hereafter – “card”)** - payment instrument given by the Bank to the client which is owned by the Bank and is designated for exercising various banking transactions by the client;

- 1.1.17. **Personalized card (hereafter – “nominal card”)** – a card on which the name and family name of the card holder is depicted. The name of the card holder is recorded on the magnetic tape and/or in the microchip of the card.
- 1.1.18. **Non-personalized card (hereafter – nameless card)** – a card which does not show the name or family name of the card holder. Such information is not recorded on the magnetic tape and/or microchip.
- 1.1.19. **Supplementary card** – a card which is issued by the Bank to the client and/or other person nominated by the client and which is linked to the existing card account of the client;
- 1.1.20. **Pin code** – personal, confidential code enclosed with the card, which together with the card represents the electronic identifier of the card holder (the client’s four-digit identification code);
- 1.1.21. **Stop-list** – international or local list of cards, on which performance of payment transactions are not permitted and a special regime of servicing is applied;
- 1.1.22. **Authorization** – consent from the client to exercise a payment transaction, unless otherwise envisaged by Georgian legislation;
- 1.1.23. **Payment instrument** – technical means and/or unity of procedures agreed between the Bank and the client, by means of which the client initiates a payment order;
- 1.1.24. **Direct Debit / Standing Order** – regular payments/transfers from the client’s account by the Bank on the basis of the client’s payment order;
- 1.1.25. **Remote banking service** – a service carried out by the Bank for a client without their visiting the Bank, using a telephone, internet bank and/or other communication media, including email, short text message (hereafter – SMS service), ATM, express payment apparatus;
- 1.1.26. **Internet Banking** – service by means of which it is possible for the client to exercise various transactions posted by the Bank on the special web page of the bank [www.rebanking.ge](http://www.rebanking.ge) (without visiting the Bank), according to the regulations established by the Bank;
- 1.1.27. **Digipass** – a device which is given to the client and which generates single codes used on the internet bank for authorizations and transactions;
- 1.1.28. **Electronic payment certificate** – an electronic certificate created by the client and/or Bank which represents the basis of performing transactions on the account of the client;
- 1.1.29. **Commercial rate** – the rate established for purchasing and selling foreign currency which is established by the Bank based on the official exchange rate of the National Bank of Georgia;
- 1.1.30. **Special rate (hereafter – spec. rate)** – the rate individually established for a particular client for purchasing and selling foreign currency, established by the Bank based on the official exchange rate of the National Bank of Georgia and the Bank’s **commercial rate**;;
- 1.1.31. **Conversion** – purchasing one currency as a substitute of another;
- 1.1.32. **Commission fee** – payment, service fee, set by the Bank for the client’s using any bank product, the amount and payment terms of which are determined in accordance with the conditions established by the Bank and/or particular bank product agreement;
- 1.1.33. **FATCA** – Foreign Account Tax Conformity Act;
- 1.1.34. **Provider** – a company providing utility, communication or other types of services;
- 1.1.35. **Banking day** – day (other than Saturday, Sunday or official holidays established by legislation) during which the Bank is open and performs regular activities;
- 1.1.36. **Operational day** – time span of the banking day, from the commencement of the banking day until 16:00 of the same day.
- 1.1.37. **Interest rate** – the annual interest rate established by the present agreement, effective during the period determined by the agreement.

- 1.1.38. **Effective interest rate of the credit** – the interest rate which includes all necessary financial expenses while being calculated.
- 1.1.39. **Financial expense** – an expense which is directly or indirectly requested by the Bank and which represents the expense necessary for a client to receive, maintain or close a credit product.

## 2. **Subject of the Agreement**

- 2.1. The present agreement determines the general terms which regulate the responsibilities and rights-obligations of the parties in the process of utilization of bank products/services by the client;
- 2.2. The present agreement provides the following general terms of use of bank products/services:
- 2.2.1. bank account servicing;
  - 2.2.2. card servicing;
  - 2.2.3. Internet Banking/Mobile Banking;
  - 2.2.4. telephone servicing;
  - 2.2.5. SMS servicing;
  - 2.2.6. automatic transfers/payments;
  - 2.2.7. deposit;
  - 2.2.8. credit products.
- 2.3. To receive particular services/products outlined in the present agreement, the client shall address the Bank with a respective written application (or use another form determined by the present agreement) by which they confirm that they are familiar, agree with and accept all terms of the present agreement. In the event the client does not use any of the bank products/services, the relevant clause(s) of the indicated product/service shall not be applicable. Relevant terms shall be exercised upon granting of the right to use particular bank products/services.
- 2.4. After reviewing the application of a client, the Bank decides whether to provide the relevant service to that client.
- 2.5. The Bank is authorized to refuse to provide a service to a client without providing grounds for the refusal.
- 2.6. The Bank is authorized to request the submission of additional information and/or documents from the client for the purpose of making a decision. A client's filling in of an application, and submission of additional documents to the Bank, does not obligate the Bank to provide any of the services to the client envisaged by the present agreement.
- 2.7. Following adoption of the decision envisaged by clause 2.4 of the present agreement, the parties, upon the request of the Bank, may create other supplementary agreements/covenants which shall be an inseparable part of this agreement and which shall outline individual terms of the particular bank product/service as well as additional rights and obligations of the parties;
- 2.8. The terms of the present agreement are applicable to each bank product/service and/or any agreement/covenant processed on the basis/in the scope of the present agreement, taking into account specific features existing for the relevant bank product/services and/or those determined by the individual agreement/covenant.
- 2.9. Agreements/covenants processed with regard to bank products/services, statements and annexes, represent an inseparable part of the present agreement. In case of a discrepancy (discrepancy implies mutually exclusive provisions and does not mean those complementing each other) between the present agreement and a

particular agreement/covenant/annex processed on its basis, the priority shall be given to the particular agreement/covenant/annex dealing with the matters which are regulated by such an agreement/covenant.

- 2.10. A confirmation/application issued by a client by means of remote bank service on a bank product/service and/or agreement/covenant terms, as well as an order issued to the Bank through remote media, is equated to the signature of the client on the relevant agreement/covenant/order, and such statement/agreement/covenant/order shall be deemed as legally binding as of the moment of the Bank's receiving the client's approval via remote bank services. Furthermore, the client acknowledges that the Bank may need to make several transactions to perform an order received via remote bank service to which the client expresses consent.
- 2.11. The Bank and the client are authorized to create any agreement on use/servicing of such bank products which are not envisaged by the present agreement.
- 2.12. The National Bank of Georgia represents the supervisory body of the Bank, the web page of which is [www.nbg.gov.ge](http://www.nbg.gov.ge)
- 2.13. The National Bank of Georgia is not responsible for the undue performance of obligations undertaken by the Bank.
- 2.14. From July the 1st, 2020 in accordance with the Law of Georgia on Deposit Insurance System, the amounts on all type of deposits (including current accounts) of all individuals are insured and compensated by the Deposit Insurance Agency within the limit of 15,000 GEL, regardless the number of accounts held in the Bank. The accounts of all individuals in the Bank are insured automatically, without any additional charges. For more information on deposit insurance system, visit web site at: [www.diagency.ge](http://www.diagency.ge).

### **3. Tariffs**

- 3.1. For the use of the bank products/services outlined in the present agreement, the client is obliged to pay the Bank commission/service fee, the amount of which is determined consistent with the tariffs established by the Bank by the time of performing the transaction and/or providing service and/or according to the individual tariffs determined by the Bank.
- 3.2. Information on established tariffs and payment regulations is provided on the web page of the Bank [www.rebank.ge](http://www.rebank.ge) and represents an inseparable part of the present agreement. The client is obliged, prior to exercising a bank transaction, to become familiar with the tariffs established for relevant transactions/services at the branches/service centers of the Bank and/or on the web page. In the event of a suspension or termination of the transaction by the Bank upon the request of the client, or in case of a termination of any of services by the Bank to the client, the service fee paid to the Bank shall not be reimbursed to the client.
- 3.3. The Bank is authorized to change the effective tariffs and their payment regulations unilaterally, about which the client shall be preliminarily informed as per the regulations set forth in the present agreement.

### **4. Bank Account Servicing**

#### **4.1. Opening a bank account**

- 4.1.1. In order to perform the bank transactions determined by the present agreement, and to use of bank products, the Bank opens an account(s) for a client. The latter may use one or several bank accounts.
- 4.1.2. Accounts are opened on the basis of the client's submission of an application and document(s) as established by the legislation and requested by the Bank, for the authenticity of which the client is responsible. The Bank is entitled to request additional information at any time. Submission of additional information does not obligate the Bank to open an account for the client or to provide the relevant service.

- 4.1.3. Consistent with the regulations and procedures established by the Bank, account(s) may be opened on the basis of a remotely processed application if the client already has an account at the Bank.
- 4.1.4. If opening an account in a foreign currency, a current account in GEL is opened for the client if the latter does not have an account in the national currency.
- 4.1.5. The Bank is entitled to accrue interest on amounts placed on the current account(s) of a client opened at the Bank, to an amount determined by the Bank at a given moment. The interest amount is calculated by the end of each day according to the existing balance, and the accrued interest is released each month, by the end of the month. The Bank is authorized, at any time, at its discretion, to change (increase/decrease) or revoke the interest amount, of which the client shall be informed by means of the internet bank and/or email;
- 4.2. **Processing Payments and Other Transactions to the Account**
- 4.2.1. Monetary resources may be placed into the account of the client via non-cash and cash payments.
- 4.2.2. The write-off of monetary resources from an account(s) by the Bank, as a rule, is exercised upon consent, permission, order or request of the client, according to the regulation set forth by the present agreement and/or legislation.
- 4.2.3. Reflection of the amount(s) deposited and/or transferred to the account(s) of a client, or transfer of an amount(s) from the client's account, is effected by the Bank no later than on the following banking day of receipt of the relevant order and/or during the term envisaged by the legislation.
- 4.2.4. The time of receipt of a payment order is the moment the Bank receives the payment order, notwithstanding whether it is initiated by the client or the recipient.
- 4.2.5. After the operational day is over, payment orders received by the Bank from a client shall be considered as received on the following banking day, thus it does not represent an obligation for the Bank to deal with a payment order on the day of its submission.
- 4.2.6. Partial execution of a payment order is not accepted.
- 4.2.7. In order to carry out a payment transaction, an expression of consent is required from the client, which means the client's signing of a payment order or expression of consent by means of the remote bank service (giving the Bank an order to perform a bank transaction through the internet bank and/or other means, or the client's carrying out of the respective transaction is deemed as a payment order). By expressing consent for the respective payment order, the client confirms the accuracy of the data provided in the payment order and the full compliance of the order issued to the Bank with their own will, for which the client shall be accountable.
- 4.2.8. The client is entitled to cancel the payment order issued to the Bank if the transfer has not yet been effected (which means a write-off of the amount from the client's account) and if this does not contradict the essence of commitment for which it was issued or Georgian legislation.
- 4.2.9. The client acknowledges that if the Bank marks the payment order as "payment order is not subject to cancellation or request by the payer," the client is not authorized to request the payment order.
- 4.2.10. The client shall be informed on the receipt, rejection and/or impossibility of performance of the payment order by the Bank in a form/manner determined by the Bank.
- 4.2.11. **The Bank is entitled to reject an order and/or refuse to perform an order, if:**
- 4.2.11.1. Full identification of the client/provider of the order is not possible;
- 4.2.11.2. The order does not conform with the requirements set forth by the legislation and/or bank regulations and procedures;
- 4.2.11.3. The order contains inaccurate information/data;

- 4.2.11.4. The amount existing in the account to carry out an order, including the commission fee, is insufficient to perform the order, and/or the amount indicated in the order exceeds the limits established by the Bank. The parties agree that the Bank is authorized to carry out the payment order initiated by the client within the limits of the permitted overdraft, if the relevant balance is available;
- 4.2.11.5. The Bank suspects an attempt to perform an illegitimate transaction;
- 4.2.11.6. The funds existing in the account are subject to public law restriction;
- 4.2.11.7. The indicated is envisaged by the legislation or the client has any kind of monetary liability owed to the Bank;
- 4.2.11.8. If there is any other shortcoming/circumstance which makes it impossible to perform the order;
- 4.2.12. A rejected payment order shall not be deemed as accepted for the purposes set forth in clause 4.2.4 and Article 13 of the present agreement.
- 4.2.13. A payment order, to effect its due performance, should include requisites determined by Georgian legislation. Thereby, an electronic payment order, other than legislative requirements, may include other supplementary requisites established by the Bank.
- 4.2.14. **The Bank is authorized to exercise non-accepted debiting of amounts from a client's account in the following cases:**
- 4.2.14.1. To recover any due payment, any bank service fee and/or penalty/fine owed to the Bank;
- 4.2.14.2. To carry out credit liabilities or arrears owed to the Bank. The client acknowledges that the Bank is not obliged to write-off amounts without the order of the client for the purpose of covering the arrears of the client;
- 4.2.14.3. To recover amount(s) transferred by mistake and/or suspicions amount(s) in violation of the requirements of the legislation;
- 4.2.14.4. On occasions envisaged by the effective legislation and/or agreement, covenant and/or other document created between the client and the Bank (for example: bail, collection order);
- 4.2.14.5. In case of a collection order, for the purpose of covering a collection order, the Bank is obliged, if there is an insufficient amount of the collection order currency in the account, without consent from the client, to convert the currency from the other account(s) of the client in the currency of the collection order, at the exchange rate established by the National Bank on the date of payment. A commission fee for carrying out the collection order (transfer of commission fee, conversion of commission fee) is determined by the tariffs established by the Bank.
- 4.2.15. If there is any kind of public law restriction registered to the name of the client at the Bank, and at the same time the client uses an overdraft and/or the credit card, public law restriction shall apply to the amount which is placed on the respective overdraft and/or credit card account, after registering the public law restriction.
- 4.2.16. If the amount payable, as determined by clause 4.2.14 (other than clause 4.2.14.5), and the amount accrued on the account are in different currencies, the Bank shall make a conversion at the commercial exchange rate existing at the Bank on the date of payment and shall exercise a non-accepted write-off of the cost of conversion (if any) service from the account of the client.
- 4.2.17. A cash deposit or withdrawal transaction from the account is effected by means of an incoming/outgoing cash order.
- 4.2.18. When exchanging currencies, it is possible to purchase one currency with the other from the current account, provided that there is a sufficient amount for performing such a transaction in the current account.
- 4.2.19. The currency shall be exchanged at the commercial or special rate established by the Bank by the time of the currency exchange.
- 4.2.20. The client may obtain information on currency exchange rates on the web page of the Bank [www.rebank.ge](http://www.rebank.ge).

### **4.3. Payroll Project/Program**

- 4.3.1. To receive a service envisaged by the payroll project, the client addresses the bank with an application consistent with clause 2.3 of the present agreement.
- 4.3.2. Service tariffs and/or terms under the payroll project are determined on the basis of the respective annex, which represents an integral part of the present agreement.
- 4.3.3. The client shall, in the form of monthly average revenues, transfer an amount no less than 250 (two hundred fifty) GEL to the payroll account. Otherwise, the bank is authorized to apply measures envisaged in clauses 4.3.10 and 4.3.11.
- 4.3.4. The client acknowledges that the overdraft can be permitted to the payroll account on the basis of an application submitted by the client to the Bank, after which the Bank will make the respective decision and conclude the respective overdraft agreement between the Bank and the client.
- 4.3.5. The client should regularly transfer their salary (also, premium, business trip amounts and other allowances) to the present payroll account.
- 4.3.6. The client should, at least 90 (ninety) calendar days in advance, notify the Bank in writing of a full or partial termination of the payroll project/transfer to another bank. Furthermore, in the event the client terminates the payroll project service within 6 months after the start date, the client should, upon request of the Bank, fully remunerate the cost of the payroll card(s) at the standard tariff. The Bank is authorized for this purpose to deduct unilaterally respective amount from the client's account(s).
- 4.3.7. In case of a breach of the liabilities and presence of circumstances set forth in clause 4.3.5, 4.3.6. and 4.3.10 of the present agreement, the client is obliged to reimburse the Bank for generated indebtedness (including overdraft and accrued interest thereto) and/or damage incurred as a result of the breach of the indicated liability and/or cost of the payroll card at the standard tariff. The Bank is authorized, for this purpose, to deduct the respective amount unilaterally from the client's account(s).
- 4.3.8. Of the amount paid by the client by means of the payroll card, the Bank shall return part of the amount spent (cash-back) to the client, of which the client shall be notified by SMS. Such amounts shall be accumulated during one month and shall be fully transferred to the client's payroll account on the last banking day of the month. If the last banking day of the month is a non-working day, the appropriate amount will be transferred the following working day. If closing the account, the cash-back accumulated during the respective month shall not be transferred to the client.
- 4.3.9. The Bank is authorized to amend the terms of the payroll project unilaterally, of which the client shall be informed according to the rule determined by the present agreement.
- 4.3.10. The Bank is authorized, without prior written notification of the client, to terminate the payroll project service if, for 60 (sixty) days in succession, the amount is not transferred to the client's payroll program from the effective date, or if the transfer amount is less than indicated in clause 4.3.3.
- 4.3.11. In case of a breach/invalidation/termination of the payroll project terms, the Bank is authorized to cancel the beneficial tariffs (if any) and provide the client service at the standard tariffs existing at the Bank.

### **5. Card Servicing**

#### **5.1. Description of Service**

- 5.1.1. Card servicing means exercising bank transactions by means of the VISA or Mastercard issued by the Bank by the client holding card account or by the person nominated in writing by the client (hereafter both referred to as the "card holder").
- 5.1.2. The type of card is determined by the signed application of the client related to each particular card product, representing an inseparable part of the present agreement.

- 5.1.3. To process card transactions, the Bank shall open the relevant card account(s). The issuance of several cards to one card account, and one card to several accounts, is permitted.
- 5.1.4. The Bank produces the card on the basis of the respective application filled out by a client and gives it to the client for use together with the personal identification code (pin code). Pin codes are delivered in a sealed envelope or via SMS.
- 5.1.5. The international payment system regulations and terms stipulated by Georgian legislation and the present agreement are applicable to card servicing.
- 5.1.6. If the card holder does not accept the card within 3 (three) months of the card being produced, the card is subject to cancellation. The commission fee paid for producing or servicing the card (if any) shall not be reimbursed to the card holder.
- 5.1.7. The card usage period shall be determined according to the term indicated on the card. The effective term of the card expires after the last day of the relevant month of the year indicated on the card passes.
- 5.1.8. The card holder is the person to whom the card is issued (this could be the client [account holder] or a person nominated by the client). The card holder is identified by the name, family name, signature sample and personal identification code (pin code) depicted on the surface of the card, in case of internet transactions - by means of CVV2 /CVC2 or 3D Secure or code.
- 5.1.9. With the written consent/application of the client, it is possible to produce and issue additional card(s) and respective pin code(s) related to the card account to the client as well as to the other persons nominated by the latter. Unless otherwise determined by the Bank, the client and the card holder only jointly are authorized to request to produce or withdraw an additional card.
- 5.1.10. The client shall introduce to the additional card holder the terms of the present agreement. Furthermore, the client is responsible for the liabilities held to the Bank as a result of the use of the additional card.
- 5.1.11. The client authorizes the Bank to issue information on their account(s) to the additional card holder(s), as well as other information which is required for respective usage of the additional card(s).
- 5.1.12. Obtaining of certain bank service/information by means of the card may be restricted for the additional card holder. Information on restriction(s) shall be provided to the additional card holder from the Bank upon request.
- 5.1.13. The client/card holder is authorized to use the amount of money which is deposited on/transferred to the account. The annual/monthly service commission fee is deducted from the amount. In case of over-spending, related interest rates and penalties (if any) will be deducted respectively;
- 5.1.14. The disposal of amounts accrued on the card account is possible within the limits established by the Bank.
- 5.1.15. The Bank may issue non-personalized (nameless) cards.
- 5.1.16. When issuing nameless cards to a client, the Bank instantly gives the card holder the preliminarily produced card.
- 5.1.17. When issuing a nominal card to a client, two (in the regions – three) banking days after receiving the relevant application, the Bank produces and issues the nominal card to the card holder.
- 5.1.18. Information on the balance(s) existing in the card account/accounts is indicated in the main system of the Bank in each currency linked to the card, as well as in the consolidated currency commensurate with the rate established by the Bank.

## 5.2. **Rights and Obligations of the Parties**

### 5.2.1. **The client is obliged to:**



- 5.2.1.1. Check for an SMS at the moment of issuance of a card, by which means they will receive a pin code, or check the integrity of the envelope in which the pin code is given;
- 5.2.1.2. Regularly review and abide by card usage and security regulations developed by the Bank, and not allow disclosure of the card and/or pin-code to the third persons;
- 5.2.1.3. Reimburse those bank expenses which are related to additional service costs of VISA and Mastercard (if any);
- 5.2.1.4. Use the card to pay the Bank any commission fee related to card servicing (producing, renewal, including in the international stop-list, etc.) and processing card transactions consistent with the tariff established by the Bank and/or international payment systems;
- 5.2.1.5. Perform transactions on the card account only within the limits of the available balance. The Bank shall impose a penalty on an intentionally or erroneously overspent amount in excess of the available balance according to the tariff established by the Bank for each day of using the surcharge amount;
- 5.2.1.6. Promptly fill surcharged amount;
- 5.2.1.7. Promptly notify the Bank about loss of the card;
- 5.2.1.8. Make card payment transactions via the internet only through web pages having secure payment certificates. The Bank does not bear responsibility for transactions carried out by the client on web pages which do not have secure payment certificates.
- 5.2.2. **The client is authorized to:**
  - 5.2.2.1. Receive information on transactions performed on the card account at any time;
  - 5.2.2.2. Submit a justified claim on transactions performed on the card account consistent with clause 5.4 of the present agreement.
- 5.2.3. **The client acknowledges that:**
  - 5.2.3.1. Cards produced by the Bank are equipped with contactless technology;
  - 5.2.3.2. Throughout the territory of Georgia, contactless card transactions without a pin code are permitted to the amount of up to 50 (fifty) GEL. The Bank does not bear responsibility and does not accept claims from clients for contactless transaction(s) performed with the card account of a client up to 50 GEL throughout Georgia (notwithstanding the number of such transactions performed with the card).
- 5.2.3.3. **The Bank shall bear no responsibility for:**
  - 5.2.3.3.1. Disputable situations arising between the card holder and the service object;
  - 5.2.3.3.2. The unsanctioned use of the card as a result of facts attributed to the client/card holder, including for such transactions which have been performed with a lost/stolen card, provided that the card holder did not block the lost/stolen card in a timely manner.
- 5.3. **Debiting and Conversion of Funds during Card Transactions**
  - 5.3.1. If the currency of the transaction amount is the same as any of the currency in the client's account (USD, EUR, GEL), the amount shall be debited from the respective currency account.
  - 5.3.2. If the transaction is made in GEL and there are insufficient funds in the GEL account, for the purpose of filling the account, the transaction amount shall be converted from the USD account; if there is an insufficient balance on the USD account, then from the EURO account, according to the commercial rate established by the Bank by the date of processing the financial operation.
  - 5.3.3. If the transaction is carried out in USD and there are insufficient funds in the USD account, for the purpose of filling the account, the transaction amount shall be converted from the GEL account; if there is an insufficient balance in the GEL account, then from the EURO account, according to the commercial rate established by the Bank by the date of processing the financial transaction.

- 5.3.4. If the transaction is made in EURO and there are insufficient funds in the EURO account, for the purpose of filling the account, the transaction amount shall be converted from the GEL account; if there is an insufficient balance in the GEL account, then from the USD account, according to the commercial rate established by the Bank by the date of processing the financial transaction.
- 5.3.5. If the transaction currency does not coincide with any of the currencies (USD, EUR, GEL) of the account, the amount shall be deducted from the USD account. If there are insufficient funds in the USD account, for the purpose of filling the account, the transaction amount shall be converted first from the GEL account and then from the EURO account, according to the commercial rate established by the Bank by the date of processing the financial transaction.
- 5.3.6. The amount from the particular currency account of the multi-currency account shall be utilized within the limits of the approved overdraft (if any) and only after such a limit is exhausted shall the relevant amount be looked for in the other currency account.
- 5.4. **Submitting Claims**
- 5.4.1. The client is entitled to appeal the payment transactions from their card account and other inaccuracies within 75 (seventy five) or 120 (one hundred and twenty) calendar days after performing a payment transaction, consistent with the payment system regulations. After expiry of the indicated term, the transaction shall be deemed as approved by the client and claims to return the amount shall not be accepted. A client's claiming any transaction does not imply the unconditional obligation of the Bank to reimburse the client the damage incurred as a result of the indicated transactions. Each occasion of a client's appealing a transaction shall be reviewed individually, taking into consideration the regulations established by the respective payment system and the legislation of Georgia.
- 5.4.2. The client is committed, if requested by the Bank, to pay additional costs for the investigation of a problem established by the Bank in the payment system.
- 5.4.3. In case of a positive resolution of the claimed amount, the amount shall be reflected in the card account of the client no less than 45 days and not exceeding 90 days after submission of the claim.
- 5.5. **Suspension and Termination of Card Validity**
- 5.5.1. **The Bank is entitled to block both the main and supplementary card and/or card account and/or suspend payment operations in the event that:**
- 5.5.1.1. The client indicated inaccurate information in the application;
- 5.5.1.2. There is a suspicion that the card has been used illegitimately, or an un-sanctioned and/or illegitimate transaction is occurring and/or has occurred on the card account;
- 5.5.1.3. It appears that illegitimate transactions have been performed with the card, and information evidencing illegitimate use of the card has been received from the international payment system;
- 5.5.1.4. The scope of transaction exceeds the money withdrawal or settlement limits established for the client's card, or the transaction contradicts the regulations established by the present or international payment system;
- 5.5.1.5. Any of the terms stipulated by the present agreement or card usage regulations have been breached by the card holder.
- 5.5.2. In case of entering a PIN code incorrectly at an ATM three times, the card is automatically blocked due to the expiration of the daily limit of entering PIN code attempts.
- 5.5.3. A card can be blocked if the card holder expresses such a will, and in case the card is lost or stolen. The card holder is obliged, if the card is lost or stolen, to promptly notify the Bank in writing or by the telephone (at the number +995 322 22 25 25). The Bank shall block the card by entering the card data, using the relevant method determined by the card holder:

- a. on the local stop-list, which will block the card within maximum 1 (one) banking day, only allowing transactions authorized by the Bank.
  - b. on the international stop list, which will block the card in the international payment system within a maximum 14 (fourteen) banking days.
- 5.5.4. When notifying the Bank about the card blockage by telephone, the client is obliged, no later than the following banking day, to submit a written application to the Bank, or by means of the internet bank submit an application on lost/stolen cards, by indicating the relevant type of stop-list (local, international). Otherwise, the Bank is authorized to remove the card from the international stop-list and consequently the client shall be responsible for any non-sanctioned transaction made on the card account.
- 5.5.5. The Bank, at the expense of the client, shall ensure the card is entered on the stop-list referred to in the application. The card holder is obliged to pay the commission fee for entering the card on the international stop-list.
- 5.5.6. The client shall bear responsibility for any transaction performed prior to exercising the action set forth in clause 5.5.3 of the present agreement.
- 5.5.7. **The Bank is entitled to close the card account:**
- 5.5.7.1. If the Bank cancels the bank product, about which it shall notify the client;
  - 5.5.7.2. In cases envisaged by clause 5.5.1 of the present agreement and/or other clauses of the agreement.
- 5.6. **Top|Card**
- 5.6.1. **For the purposes of the present chapter, the terms shall have the following meanings:**
- 5.6.1.1. **Top|Card** – Mastercard World Debit type card issued by the Bank to the client on the basis of the present agreement, to which a multi-currency account is linked (GEL, USD, EUROS) only with the right to debit the balance. If the client requests and the Bank agrees, an additional single currency account (in GEL) can be linked to the top-card and the limit of installment can be authorized;
  - 5.6.1.2. **Agreement on use of Top|Card limit of installment** – an agreement processed between the Bank and the client, which is an inseparable part of the present general agreement and regulates legal matters between the Bank and the client, determining the rules and conditions of use of the Top|Card limit of installments;
  - 5.6.1.3. **Partner object** – an entity exercising commercial activities, which has contractual relations with the bank and the client has the opportunity to purchase a product/service offered by such an object by means of the **Top|Card** (within the limit of installments), with different terms than those defined for using the limit of installments at non-partner objects (if any). The client may obtain information on partner objects on the web page of the Bank (<https://rebank.ge/ka/card/hot-offers-partners>) and on the internet bank;
  - 5.6.1.4. **Non-partner objects** – all persons exercising commercial activities (other than partner objects determined by clause 5.6.1.3. of the present agreement) who do not have contractual relations with the Bank and where different terms can be established for the use of the limit of installments. Information on the use of the limit of installments at non-partner objects established by the Bank is provided on the web page of the Bank and the internet bank ([www.rebank.ge](http://www.rebank.ge));
  - 5.6.1.5. **Limit of installments of the Top|Card** (hereafter the limit of installments) – the amount of credit which is preliminarily approved by the Bank to the Top|Card holder and in the limits of which the client can purchase, withdraw (if applicable) or pay the service cost at the network of partner or non-partner objects. The client is obliged to cover the created arrears under the terms and conditions envisaged by the agreement. Other use of the limit of installments is not permitted (transfer, entering/depositing amount, etc.). The currency of the limit of installments is GEL;

- 5.6.1.6. Minimal payment** – upon approval of the limit of installment, depending on the client’s financial data, the monthly payable amount preliminarily determined by the Bank, which includes the base amount of the installment tranche as well as the interest. Failure to pay the amount is construed as a breach of the contractual terms and incurs penalties to the client;
- 5.6.1.7. Recommended payment** – monthly payment, the payment of which shall not be charged interest. Recommended payment is calculated automatically by the Bank. In particular, the amount/tranche paid at a partner object is divided by the term envisaged by the agreement entered between the partner object and the Bank. The amount paid at non-partner objects (if any) and the withdrawn amount, including the withdrawal fee, is divided by the term determined by the Bank, unless otherwise determined by the present agreement and/or a particular agreement entered between the parties. The client may receive information on the term agreed between the partner object and the Bank, and the terms established by the Bank for payment of the limit used at non-partner objects and/or withdrawn, on the web page of the Bank and on the internet bank;
- 5.6.1.8. Commission fee for withdrawal of the limit of installments** – a commission fee determined by the Bank for withdrawal of the limit of installments, information on which the client can find on the web page of the Bank;
- 5.6.1.9. Calculation/billing date** – the particular day of each month when the payable amount is calculated for the client (both minimal and recommended amount) which the latter is obliged to pay prior to the payment date;
- 5.6.1.10. Payment date** – the date of making the recommended or minimal payment;
- 5.6.1.11. Tranche** – the amount used/spent by the client under the limit of installments;
- 5.6.2. Main terms of using Top|Card:**
- 5.6.2.1 Provisions of the present agreement, and those envisaged by the general terms of card servicing and credit products, are fully applicable to the Top|Card, taking into consideration the terms provided in the present chapter;
- 5.6.2.2 Top|Cards may be nameless (non-personalized) as well as with a name (personalized);
- 5.6.2.3 The client acknowledges that when making purchases at the network of partner objects, the settlement is made from the limit of installments, notwithstanding the existence of the respective amount in the multi-currency account. If the limit of installments is insufficient for making a purchase, the amount will be automatically added from the multi-currency account, provided that there is a sufficient amount in this account.
- 5.6.2.4 The client acknowledges that when making a purchase at non-partner objects, the settlement will be made from the amount existing in the multi-currency account. If the amount in the multi-currency account is insufficient to make a purchase, the amount shall be added from the limit of installments.
- 5.6.2.5 The client acknowledges that the Bank is authorized, in the pre-determined term, at its own discretion and at the amount it determines, to allow the possibility of withdrawing the limit of installments. Furthermore, when withdrawing the amount with the Top|Card, the client first withdraws the amount from the multi-currency account. If there is an insufficient amount in the multi-currency account, the client withdraws the installment amount according to the present agreement and any particular agreement.
- 5.6.2.6 The client acknowledges that in case of withdrawal of the limit of installments, the Bank is authorized to establish the withdrawal commission fee, which will be deducted from the limit of installments. Furthermore, the client envisages that the withdrawal of the limit of installment is not possible in case the amount of the limit of installment is not sufficient to cover the commission of the withdrawal.

- 5.6.2.7 With approval of the limit of installments for the Top|Card, a separate agreement is created between the Bank and the client on use of the limit of installments of the Top|Card which will become an inseparable part of the present agreement and which will determine particular terms and rules on the usage of the limit of installments.
- 5.6.2.8 Repayment of the spent part of the limit of installments is possible by making the minimal or recommended payment, which the client can choose at their own discretion.
- 5.6.2.9 The limit of installments is renewable, which means that in case of full or partial payment of the limit of installments envisaged by the present agreement, the client can again use the amount, consistent with the present agreement and particular agreement terms.
- 5.6.2.10 Cancelling a Top|Card (card) does not affect the rules on payment of the spent amount of the limit of installments, and the client shall cover the spent amount according to the established recommended or minimal payment.

### **5.6.3 Regulation on Billing the Interest Rate and Payment of Recommended/Minimal Payment**

- 5.6.3.1 If the client covers the utilized amount by making a recommended payment, the interest rate shall not be billed on the utilized amount.
- 5.6.3.2 The amount of the recommended payment is variable and depends on the amount of the limit spent by the client, the terms of installment agreed with the partner objects, the terms established by the Bank with regard to use of the limit of installments at non-partner objects, and/or terms established for the withdrawal of the limit. In the event the limit is spent at the network of various objects during the settlement month, the recommended payment shall be summarized.
- 5.6.3.3 If the client covers the utilized amount by making a minimal payment, the interest rate shall be billed according to the concrete agreement concluded between the Bank and client, due to the clause 5.6.3.4.2.
- 5.6.3.4 The minimal payment amount is not variable, regardless how much is spent by the client under the limit of installments. Minimal payment amount includes the base amount and the interest rate, which are paid according to the following regulation:
  - 5.6.3.4.1 With the initial use of the limit (including the full annulling and re-use of the limit), during the period of utilization until the payment date, the interest rate is not accrued and accordingly the first minimal payment is fully directed to cover the base amount. The interest rate is accrued from the 16th of the month. This regulation applies when making any minimal payment, provided that it is paid after payment of the recommended payment amount in the previous month. For example, the client has commenced payment with the recommended payment amount and afterwards proceeds with payment of the minimal payment amount, or commences payment with the minimal payment and then proceeds with the recommended payment and returns to minimal payments.
  - 5.6.3.4.2 The interest rate shall be billed each day to the difference between the recommended amount and paid amount, commensurate with the number of days of using the tranche, accounting for 365 (three hundred sixty five) days per year. The current billed interest rate shall be fully covered from the minimal payment and the remaining amount shall be used to cover the base amount.
- 5.6.3.5 While calculating the payable amount to be paid by the calculation/billing date (both minimal and recommended), the actual payments made by the client, limit of installments spent during the previous month (if any), billed interest rate and the arrears of the previous month (if any) shall be taken into account.

5.6.3.6 In the event the recommended payment is less than the minimal payment, the client is obliged to pay the recommended payment and in this case the interest rate envisaged by the present agreement shall not be applied.

#### **5.6.4 Regulation on Payment of the Utilized Amount (tranche) and the Billed Interest Rate**

5.6.4.1 On the following day of the date of calculation/billing of each month, the information on minimal and recommended payments shall be sent to the client via SMS. The bank is not responsible for the client's failing to receive the notification for any technical shortcoming and/or because of the client. The latter is obliged, upon the payment date, to address the Bank to obtain information on the due amount. The client is authorized to receive detailed information through the internet bank, including the following:

- recommended payable amount;
- minimal payable amount;
- charged penalties (if any).

5.6.4.2 If the client wishes to pay the minimal payment amount, the client is obliged to place the relevant amount in the multi-currency account. The Bank shall ensure debiting the amount from the multi-currency account and pay the minimal amount on the 15<sup>th</sup> day of the respective month.

5.6.4.3 If the client wishes to make a minimal payment before the 15<sup>th</sup> date or make a recommended payment or pre-payment (above the minimal or recommended payment amount), the client shall carry out a payment transaction by means of the internet bank, mobile bank, express payment apparatus, contact center (bank's telephone service center) or bank branch/service centers.

5.6.4.4 The pre-paid amount, less the interest rate and the penalty (if any), shall be directed to cover the utilized base amount. In such a case, the recommended payment of the following month(s) shall be reduced by the respective amount.

5.6.4.5 The client acknowledges that notwithstanding the availability of finances in the multi-currency account to make the recommended payment, the Bank shall not make a recommended payment unless the client carries out a payment operation according to the method indicated in clause 5.6.4.3.

5.6.4.6 Non-payment of the minimal payment amount by the due payment date, or fulfillment of the recommended payment envisaged by clause 5.6.3.6, represents an infringement of the agreement and the Bank is authorized to charge a penalty to the client at the rate established by the concrete agreement.

5.6.4.7 If the minimal payment is not made by the due payment date, the Bank shall block the card (temporarily suspend the right to card use). The card shall be activated the day following full repayment of the overdue arrears, unless otherwise established by clause 5.6.5.1.2.

5.6.4.8 When covering the arrears, first the penalty and commission fees shall be covered (if any) followed by the charged interest rate and then the base amount. The client grants the Bank the right to unilaterally change this sequence.

#### **5.6.5 Rights and Obligations of the Parties:**

##### **5.6.5.1 The Bank is authorized to:**

5.6.5.1.1 Request the client to pay the minimal amount or recommended amount envisaged by clause 4.6. In case of failure to pay, the Bank is authorized to block the limit of installments and charge the client a penalty to the amount and according to the regulations established by the agreement;

5.6.5.1.2 As a result of a client's financial condition, legislative requirements/regulations and/or the Bank's internal procedures/regulations, the Bank may at any time reduce or temporarily restrict the limit of installments. Restriction/cancellation of the limit of installments does not affect the effectiveness of the multi-currency account of the Top|Card.

##### **5.6.5.2 The client is obliged to:**

5.6.5.2.1 Cover the recommended or minimal payment amount, consistent with the terms of the present agreement;

- 5.6.5.2.2 In the period of use of the limit of installments, not to close the multi-currency account. Closing of the multi-currency account shall automatically result in the cancellation of the limit of installments;
  - 5.6.5.2.3 If the Bank terminates the agreement for any reason, suddenly or during the term established by the Bank, repay the used amount in full, the interest rate accrued and the penalty (if any), and fulfil all financial liabilities assumed towards the bank;
  - 5.6.5.2.4 Promptly notify the bank on the occurrence of any of the circumstances set forth in this or in the concrete agreement, which grants the Bank the right to terminate the agreement.
- 5.6.5.3 The client is authorized to:**
- 5.6.5.3.1 Address the bank on termination/reduction of the limit of installment. In such a case, the client is obliged to fully cover the amount utilized under the limit of installments and the current due payment.

## **6 Internet Banking/Mobile Banking service**

### **6.1 Description of service**

- 6.1.1 Internet banking service means performing various types of bank transaction and/or action(s) (among them acceptance/approval of various credit/deposit products) by the client remotely, without visiting the Bank, using the internet page [www.rebank.ge](http://www.rebank.ge), consistent with the regulations/terms and requirements established by the Bank. A list of bank transactions and/or action(s) exercised by means of the internet banking service, and the performance regulations, are provided in the guidelines for using the internet banking service, posted on the official web page of the internet bank [www.rebank.ge](http://www.rebank.ge) and represent inseparable part of the present agreement.
- 6.1.2 For the purpose of using the internet banking service, the client is committed to submit to the Bank an application or relevant consent, along with the application to open an account, to activate the internet banking service. The resident client may be registered as the user of the internet banking service on the special web page indicated in clause 6.1.1. of the agreement, using the single code received by SMS at the telephone number registered at the Bank, consistent with the procedures of the Bank.
- 6.1.3 The client acknowledges and confirms that any notification/order (whether payment order or other) sent to the Bank by means of the internet banking service, any application/request (to open/close the account and/or pre-paying the credit, cancelling registered services/products and/or making amendments thereto, receiving [approving] the bank product [including credit/deposit] offered by the Bank, amending the client's data and any other statements/requests) has the valid legal force equaling to the certificate printed on paper and endorsed (made in writing and signed) by the person authorized for dealing with the account.

### **6.2 Client identification**

- 6.2.1 In case of registering as an internet banking service user at the Bank, the client shall be assigned a USERNAME to use the internet banking service. A PASSWORD (identification data) shall be provided to the client at the mobile telephone number registered at the Bank, by means of which the client is identified when accessing the bank's internet page. The client must, after receiving the identification data from the Bank, enter the internet banking service web page and change the password provided by the Bank.
- 6.2.2 In case of remote registration of the user of the internet bank, the client is identified on the web page of the Bank with the personal number and the single code sent via SMS to the mobile phone number registered at the Bank, subsequent to which the client chooses their own identification data (username and password) and enters them in the respective fields.
- 6.2.3 The client acknowledges that for the purpose of securing the client's information and transactions, also for receiving/approving the bank products offered by the Bank to the client via internet banking (among them,

credit/deposit products), the Bank is authorized to establish additional mechanisms/requirements for identification of the client. Among them, for providing particular type of services, the Bank may request use of codes created (generated) by means of devices (Digipass, etc.) issued by the Bank to the client and/or other kinds of codes, without which the client will not be able to accept/approve bank products offered (among them credit/deposit).

6.2.4 The Bank and the client are committed to secure the confidentiality of the identification data.

### 6.3 **Rights and Obligations of the Parties**

#### 6.3.1 **The Bank is authorized to:**

6.3.1.1 By means of the Internet Banking service, make information available to the client on its accounts;

6.3.1.2 Under assignment of the client, perform transactions allowed by the Bank in the scope of the Internet Banking service;

6.3.1.3 For the purpose of risk reduction, establish unilateral restrictions on the active transactions of the client (transfers, conversions) and establish marginally acceptable parameters of such transactions (maximum amount of a single transfer, maximum amount of the totally transferred amount during a particular period, maximum number of transfers, the need to approve transactions of one user by another, etc.).

#### 6.3.2 **The client is committed to:**

6.3.2.1 Keep secure any information necessary for use of internet banking, a document or device, the password and username, and the respective Digipass device (if any);

6.3.2.2 Not disclose the password and/or username to a third person, not to store data on the computer or any technical device by means of which the client accesses the internet page of the Bank;

6.3.2.3 In case of losing or revealing the password, device or any other code (including if they are obtained by a third person,) the client must notify the Bank promptly by means of communication determined by the present agreement on the basis of which the Bank shall suspend the internet banking service;

6.3.2.4 Ensure that the address indicated in clause 6.1.1. of this agreement is actually stated in the address field and each time of accessing the internet bank, prior to the commencement of work, they check the security certificate;

6.3.2.5 Upon completion of work in the internet bank, exit the program by clicking the “exit” button;

6.3.2.6 Not trust notifications received by email, the authors of which on behalf of the Bank request provision/renewal of personal and/or Bank data.

6.3.3 The client is aware that in case of their disregarding/neglecting the safety measures determined by the Bank, the Bank waives any responsibility for the inflicted result(s).

6.3.4 Claims of any kind by the client regarding transactions and services performed via internet bank shall be accepted according to the regulation stipulated by the legislation.

6.4 In case of using internet banking services, and with the possession of the relevant device, the client is entitled to use mobile banking services, taking into account the regulations set forth by the present chapter and the restrictions established by the Bank.

## 7 **Telephone Service**

7.1 Telephone service means, without visiting the Bank, remotely, commensurate with the procedures and regulations established by the Bank, a client’s using telephone communication, to employ various bank services via the telephone number registered at the Bank. In particular:

7.1.1 Obtaining bank information;



- 7.1.2 Obtaining information on the client's account(s) requisites, balances and transactions;
- 7.1.3 Subscribing for various bank services determined by the Bank and amending the registered data;
- 7.1.4 Within the limits, making transfers and conversions between own accounts;
- 7.1.5 Changing the email address and factual/legal address;
- 7.1.6 Opening current and/or deposit account(s);
- 7.1.7 Expressing a will to receive, change and/or cancel various bank products (among them credit/deposit) (submission of an application to the Bank);
- 7.1.8 Adding amounts to deposits, consistent with the terms provided in the respective agreement;
- 7.1.9 Submission of an application (expression of request) to produce a new card/renew, block/unblock the card;
- 7.1.10 Renewing, blocking the internet bank password;
- 7.1.11 Transferring money on a credit/installment card of the client and/or depending on the credit limit established for the card payment of the due amount, including pre-payment;
- 7.1.12 Submission of an application to receive back the amount charged by an ATM.
- 7.2 The telephone service is activated upon a client's opening an account. The telephone service is applicable to all bank accounts of the client. If the client does not wish to receive a telephone service with regard to any of their accounts, the client must notify the Bank in writing or in another form envisaged by this agreement (including by notifying via contact center [telephone service center of the Bank], or by means of the internet bank).
- 7.3 The client is entitled to make a call from any telephone number for the purpose of blocking the bank card and/or to obtain any general bank information. Blocking the bank card shall be effected only after the client is identified.
- 7.4 By this agreement, the client expresses consent that any telephone conversation with them (as well as any request/application to obtain bank information, registration for using the service center, amending registered data, receiving bank [including credit/deposit] products and/or carrying out a transaction) shall be recorded on the electronic database of the Bank and in case of dispute the record shall be used as evidence.
- 7.5 The Bank, for the purpose of identification of the client, shall use telephone numbers of the client registered at the Bank and the questions pre-determined by the Bank. The client is identified before providing a telephone service or any other bank service/upon registering for various bank products (electronic services). Without passing the process of identification, the client shall not receive the telephone service described in clause 7.1 of this agreement, other than bank information of a general nature. Upon each telephone communication with the Bank (each time of receiving a telephone service), the client should undergo the identification procedure (give correct answers to the questions [pre-determined by the Bank] raised by the contact center operator).
- 7.6 The Bank is authorized to refuse to provide telephone service to a person who fails pass the identification procedure.
- 7.7 In the event the bank representative suspects that a third person other than the client is making attempts to obtain information or carry out a transaction, the Bank is authorized to refuse to perform the telephone service(s).
- 7.8 For the purpose of identifying a client, the Bank is entitled, at its own discretion, to establish additional mechanisms (requirements) in case of the disregard of which the client will be unable to receive the service described in clause 7.1 of the present agreement, other than bank information of a general nature.

- 7.9 **The client orders the Bank and gives it the right, while establishing telephone communication with the Bank and after passing relevant identification/verification procedures, to:**
- 7.9.1 Provide to them information on their accounts;
- 7.9.2 At the request of the client, to perform transactions allowed by the Bank within the limits of the telephone service.
- 7.10 The client is authorized, at any time, to request the Bank to stop telephone calls service provision and/or offering product(s)and registering. To register such a request, the client should perform one of the listed actions below:
- 7.10.1 Visit a bank branch/service center;
- 7.10.2 Register the request at the contact center;
- 7.10.3 Send a notification to the Bank via the internet bank.
- 7.11 The Bank is obliged, no later than 10 (ten) working days after receiving the request from the client indicated in clause 7.10 of the agreement, to stop making telephone calls to the client for the purpose of offering services and/or products and registration.

## **8 SMS Service (Short Message Service)**

- 8.1 SMS service is a remote banking service by means of which the client receives information, advertisement and/or notifications from Bank, determined by the legislation.
- 8.2 SMS is activated upon a client's opening an account. The client receives SMS at the mobile telephone number registered in Georgia on the bank program and by means of which the present service is provided.
- 8.3 After activation of the SMS service, it applies to all accounts which the client has or will open in future. In such cases, the SMS service shall be provided consistent with the terms of the present agreement.
- 8.4 The client agrees to receive any information, among it advertisements, via SMS service.
- 8.5 **The client is committed to:**
- 8.5.1 Promptly notify the Bank of any change to the mobile telephone number registered at the Bank, also of the loss of the mobile telephone device;
- 8.5.2 Not allow assignment of their own mobile telephone device, SIM card or other such devices on which the client receives the Bank's SMS service, to third persons. The Bank is not responsible for disclosing information to third persons which is provided to the client via SMS.
- 8.6 **The client is authorized to request the Bank to stop sending SMS containing advertisements:**
- 8.6.1 By visiting a bank branch/service center;
- 8.6.2 By calling the contact center;
- 8.6.3 By sending a notification via the internet bank;
- 8.6.4 By activating the function deactivating notifications, consistent with the terms of SMS.
- 8.7 The client acknowledges that some kind of information will still be delivered, notwithstanding whether the client has requested registration for SMS service and/or cancellation of SMS services, consistent with clause 8.6, taking into account that this may be requested according to effective regulations and/or if such information is related to various bank products and transactions.
- 8.8 **The Bank is authorized to:**
- 8.8.1 Send the client advertising, informative SMS and those determined by legislation;
- 8.8.2 Send the client SMS on various bank products and transactions (including the amount of debt, payment date, overdue amounts and/or performed Direct Debit / Standing Order services. Nonetheless, the Bank is not

obliged to send such notification to the client and in any circumstance, whether the Bank receives the notification or not, the client is obliged to cover credit(s) (loan, overdraft, credit limit and/or other credit product) on time and make other payments (interest payment, penalty, commission fee etc.).

**8.9 The Bank is obliged to:**

8.9.1 No later than 10 (ten) working days after receiving the notification set forth in clause 8.6 of the present agreement, stop sending advertisement SMS to the client;

8.9.2 On the basis of a notice submitted by the client regarding a change of telephone number, loss of mobile phone device and/or SIM card, to suspend SMS service to the client until an application for the restoration of the service is submitted by the client.

**9 Direct Debit / Standing Order**

9.1 When requesting a Direct Debit / Standing Order, the client gives the Bank an order (material or electronic) to write-off an amount from the account(s) of the client and transfer it to a relevant account(s) for the purpose of paying for utility services or for other purposes, from one or several bank accounts of the client, on the date(s) determined by the client, without subsequent consent from the client.

9.2 The client is entitled to choose a particular or variable date for carrying out the order, the amount of the order can be both fixed or variable.

9.3 The parties agree that for carrying out a Direct Debit / Standing Order, the electronic payment certificate(s) created by the Bank shall have a legal force equaling those printed on paper and signed by the person authorized to dispose the account.

9.4 A Direct Debit / Standing Order by the Bank shall be effected only if there are sufficient funds available in the account. A partial transfer shall not be effected by the Bank.

9.5 The priority of a Direct Debit / Standing Order is determined according to the initial registration date/time of the order.

9.6 The client is committed to indicate the particular account, while using a Direct Debit / Standing Order, from where the transfer shall be made and shall always keep balance at the indicated account sufficient for Direct Debit / Standing Order, taking into account the commission fee, in the respective currency. Furthermore, the client agrees to allow the Bank to use the available balance of the overdraft from the respective account in case of an absence of sufficient funds. In such a case, the interest rate shall be accrued to the used overdraft amount determined by the relevant agreement.

9.7 The client acknowledges that in order to make changes to the existing order, it is necessary to cancel the registered order and register a new order.

9.8 The client is authorized to cancel an order issued to the Bank no later than the banking day prior to enforcing the order.

9.9 The client is entitled to receive information about Direct Debit / Standing Order transfers made from their account by means of communications determined by the present agreement.

9.10 The Bank is entitled not to make a Direct Debit / Standing Order transfer (settlement) in cases envisaged by the effective legislation of Georgia or in case of indebtedness to the Bank.

9.11 The Bank sends the client information on the status of Direct Debit / Standing Order transfers (completed, impossible to complete, etc.) at the telephone number registered at the Bank. The Bank is not responsible for the client's failure to receive such notification or for any detriment incurred consequently.

9.12 The Bank is not responsible for any detriment incurred as a result of performed and/or mistakenly performed Direct Debit / Standing Order transfers, provided that the above indicated is caused by the lack of sufficient funds in the account of the client and/or if the client has submitted inaccurate information to the Bank and/or the damage was incurred due to any fault of the service provider company.

## **10 Deposit**

### **10.1 Service Description**

10.1.1 Deposit service means the Bank's opening of a deposit account for a client (hereafter – “depositor”) on the basis of the application of the depositor and under the respective deposit agreement, commensurate with the procedures and regulations established by Georgian legislation and the Bank, and accrual of the interest rate on the funds deposited at the account.

10.1.2 In order to use the deposit, it is mandatory for the depositor to open a current account. The latter is committed not to close the current account at the Bank during the effective term of the deposit. If the current account of the depositor is closed prior to expiration of the effective term of the deposit for any reason, the Bank is authorized to terminate the deposit under regulations determined by the present agreement.

10.1.3 By placing a deposit in the deposit account, the Bank assumes the ownership right thereto and undertakes the responsibility to accrue interest and return such in the same currency, according to the regulations and terms established by the agreement. The interest rate accrued to the deposit is accounted for 365 days a year (in a leap year, for 366 days) consistent with the deposit agreement processed between the parties for each particular deposit.

10.1.4 Calculation of the interest to be accrued to the deposit commences the day following the date of depositing or transferring the amount in the account, under the regulations determined by the relevant agreement.

10.1.5 After expiration of the effective term of the deposit agreement, the Bank shall transfer the deposit amount and the accrued interest to the depositor in the same currency, unless otherwise envisaged by the legislation and the present agreement. If the depositor terminates the deposit prior to the due date, the Bank shall transfer to the latter the amount no later than 5 (five) banking days after receiving the request.

10.1.6 Prior to expiration of the effective term of the deposit, the depositor is entitled to mortgage the monetary resources of the deposit account in favor of the Bank to secure those liabilities which have arisen or may arise between the depositor/third person and the Bank.

10.1.7 The depositor is obliged to notify the Bank on full or partial withdrawal of the deposit (including by means of telephone, email or internet bank) no later than 5 (five) banking days prior.

#### **10.1.8 The Bank is authorized to:**

10.1.8.1 Dispose the amount accrued on the deposit account on its own behalf and at its own discretion;

10.1.8.2 According to the regulations, the amount and the periodicity established by the legislation, in favor of the budget, transfer the income tax for the interest rate accrued on the deposit (if such exists);

10.1.8.3 For the purpose of performing obligation(s) deriving from any agreement executed with the Bank or from the legislation, without further consent or permission from the depositor, after such obligation is generated, at any time to exercise non-accepted write-off of amounts from the call deposit of the depositor.

10.1.8.4 In the event the term deposit is used by the depositor or other third person to secure liabilities owed to the Bank, prior to expiry of the effective term of the deposit agreement, the Bank shall cover the liabilities owed to the Bank directly from the deposit account, without transferring the amount to the current account of the depositor.

10.1.9 If the depositor is represented by a representative in relation with the Bank, the Bank shall not be responsible or the actions (among them withdrawal of the deposit or/and interest) of the representative unless the Bank was first aware of the cancelation of the representation.

## 10.2 **Term Deposit**

10.2.1 A term deposit limits the access of the depositor to the funds placed in the deposit account for the period determined by the agreement. The depositor cannot withdraw the amount or add to the initial balance.

10.2.2 The interest rate is accrued on the balance existing in the deposit account.

10.2.3 The interest rate accrued on the term deposit is transferred to the respective account at the beginning of the term, monthly or at the end of the term of the deposit, commensurate with the deposit agreement executed between the depositor and the Bank.

10.2.4 The Bank is authorized not to allow withdrawal of the deposit amount or its part by the depositor prior to expiry of the effective term of the deposit, unless otherwise established by the relevant agreement.

10.2.5 In the event the depositor requests return of the deposit prior to the expiry of the effective term of the deposit and the Bank does not exercise the authority determined in clause 10.2.4., the interest rate shall be accrued on the deposit according to a different (reduced) interest rate determined by the respective agreement. Furthermore, if the depositor has already withdrawn the interest amount, the portion of interest pre-paid from the deposit (the difference between the already received and to be received interest) shall be deducted.

10.2.6 If the agreement is terminated prior to date, under the initiative of the Bank or for the reason of a disagreement with the client with the amendments offered by the Bank consistent with clause 18.3, the interest rate shall be accrued on the term deposit commensurate with the actual number of days of using the term deposit, according to the interest amount established by the Bank for the respective period.

10.2.7 The Bank is entitled to notify the depositor on expiry of the effective term of the deposit via SMS or in another form envisaged by this agreement. The notification shall be sent to the depositor at the mobile telephone number recorded in the application submitted to the Bank at the moment of the client's opening a deposit. The client is committed to notify the Bank of any change to their number, otherwise the Bank shall bear no responsibility for the consequences.

## 10.3 **Accumulative Deposit**

10.3.1 An accumulative deposit is a term deposit type, with term deposit conditions established by the present agreement as stated above, with the difference that for the accumulative deposit it is possible to add amount however, the amount cannot be withdrawn prior to expiration of the term/termination of the agreement. The accumulative deposit interest rate is transferred to the relevant account after the effective term of the deposit expires.

## 10.4 **Demand Deposit (savings deposit)**

10.4.1 With a demand deposit, the depositor may as necessary dispose the amount existing on the deposit account. The depositor is authorized to withdraw or add amounts to the deposit, under terms envisaged by the respective agreement.

10.4.2 The interest rate shall be accrued to the balance existing in the deposit account by the end of each transaction day.

10.4.3 It is possible to place/withdraw funds from the demand deposit directly from the deposit account. The amount can be transferred from the demand deposit account only to the client's own account(s).

10.4.4 Interest rate accrued on the demand deposit shall be transferred to the account indicated by the depositor once a month, on the last day of each calendar month. The interest rate can be deposited in the deposit account as established by the respective agreement.

## 10.5. Certificate of Deposit (CD)

10.5.1. For the purposes of the present chapter, the terms used in the present agreement and/or in the agreement/covenant processed in its scope/on its basis, unless otherwise deriving from the context or determined by the respective agreements/covenants, shall have the following meanings:

10.5.1.1. **Certificate of deposit** – a standard and/or non-standard certificate(s) of deposit issued by the Bank in a dematerialized form, determining the commitment of the Bank to pay to the holder of the certificate of deposit, on the day determined by the terms of the certificate of deposit, the amount envisaged by the term of the certificate of deposit (face value);

10.5.1.2. **Standard certificate of deposit** – a certificate of deposit issued by the bank in accordance with the Order of the President of the National Bank of Georgia N 49/04 dated May 3, 2012 on “Approval of the provisions on standard deposit certificates of the commercial banks”;

10.5.1.3. **Non-standard certificate of deposit** – a certificate of deposit issued by the bank, which does not correspond with the requirements of the National Bank determined for the standard certificates of deposit;

10.5.1.4. **Zero-coupon (discounted) CD** – a type of certificate of deposit, if purchased by the client, the settlement amount payable by the client, and envisaged by the terms of the certificate of deposit, shall be determined under the beneficial terms as compared with the face value. The amount of the accruable interest shall be determined by the difference between the face value and the settlement amount (purchase price), which the client shall receive along with the settlement amount paid by them, by the end of the effective term of the certificate of deposit;

10.5.1.5. **Coupon (interest bearing) CD** – a type of certificate of deposit, if purchased, the client shall pay the settlement amount envisaged by the terms of the certificate of deposit, which represents the face value of the certificate of deposit at the time of the initial placement of the certificate of deposit. For the period determined by the agreement, the interest shall be accrued to the indicated amount, which the client shall receive within the periodicity determined by the terms of certificate of deposit. The face value shall be received by the end of the effective term of the certificate of deposit;

10.5.1.6. **Amount of the certificate of deposit (settlement amount)** – the amount paid by the holder of the certificate of deposit to purchase the certificate;

10.5.1.7. **Face value of the certificate of deposit (face value)** – the amount receivable by the holder of the certificate of deposit by the end of the effective term of the certificate of deposit;

10.5.1.8. **Registry of the certificate of deposit** – electronic database of the Bank issuing the certificate of deposit, where the information determined by the legislation on the certificate of deposit and its owner is recorded;

10.5.1.9. **Statement** – the document issued by the Bank to the client on the basis of the records stored at the registry of the certificate of deposit, evidencing the fact of certificate holding.

## 10.5.2 General Terms of Service

10.5.2.1. The terms of issuance of a certificate of deposit are posted on the Bank web-page ([www.pashabank.ge](http://www.pashabank.ge)) and represent an inseparable part of the respective agreement of the certificate of deposit created between the Bank and the client.

10.5.2.2. On the basis of the present agreement and the respective agreement of the certificate of deposit created between the Bank and the client, the Bank shall provide services to the client related to the purchase/disposal/repurchase/repayment of the certificate of deposit, consistent with the effective agreement and terms stipulated under legislation.

- 10.5.2.3. Commensurate with the terms of the agreement, a client is authorized to purchase a certificate of deposit from the Bank under the terms defined by the bank. Furthermore, the bank is authorized, at its discretion, to refuse to sell a certificate of deposit to a client.
- 10.5.2.4. Prior to purchasing a certificate of deposit, the client must maintain an active current account at the Bank by means of which any settlement related to the certificate of deposit shall be effected (among them, purchase, payment of the interest amount, disposal, repurchase).
- 10.5.2.5. The holder of the certificate of deposit grants the right to the Bank to withhold the amount from the current account of the holder of the certificate of deposit in a non-accepted manner and ensure its transfer to the respective bank account.
- 10.5.2.6. A certificate of deposit may exist only in non-material form.
- 10.5.2.7. The Bank is entitled to issue a certificate of deposit with or without the right to call for prior to date, determined by the respective agreement of the certificate of deposit.
- 10.5.2.8. If the certificate of deposit is callable, the Bank is authorized to repurchase the certificate before its due date, consistent with the preliminarily determined call terms, in which case the Bank pays to the client the amount of the certificate of deposit and the interest amount accrued, by the given period.
- 10.5.2.9. If the Bank enforces the call right, the call premium may be determined, the amount of which is defined for each particular case, commensurate with the remaining term of the certificate.
- 10.5.2.10. If the Bank calls for the certificate of deposit, the client must, within 5 (five) business days after receiving the respective call, visit the Bank to carry out the certificate of deposit repurchase operation. If the client does not visit the Bank within the established period, the Bank is authorized to repurchase unilaterally the certificate of deposit and transfer the respective amount to the current account of the holder of the certificate of deposit.
- 10.5.2.11. The Bank is authorized to repurchase the certificate of deposit owned by the client at the price agreed with the client. Furthermore, the Bank is not obliged to repurchase the certificate of deposit prior to the due date.
- 10.5.2.12. The client may use the certificate of deposit as a means of collateral only with the prior written consent from the Bank. Furthermore, the client must, upon use of the certificate of deposit as a means of collateral, transfer to the Bank a document evidencing such.
- 10.5.2.13. In the event the certificate of deposit is used as a means of securing the liabilities assumed by the client and/or any other third person to the Bank, in case of a breach of the assumed liabilities, the Bank is authorized to recover the existing indebtedness from the certificate of deposit by means of a withdrawal in a non-accepted manner, without placing the funds on the current account of the holder of the certificate of deposit.
- 10.5.2.14. After the term indicated in the certificate of deposit expires or after repurchase/call/withdrawal in a non-accepted manner, the certificate of deposit shall be repaid, after which the relevant record of the certificate of deposit shall be revoked and the accrual of interest envisaged by the terms of the certificate of deposit shall cease (if any);
- 10.5.2.15. The Bank shall, upon expiry of the effective term of the certificate of deposit, return to the holder of the certificate of deposit the face value of the certificate and accrued interest (if any), and in case of disposal/repurchase, the agreed price.
- 10.5.2.16. If the date of amount issuance coincides with a non-banking day, the Bank shall ensure issuance of the face value/interest the following banking day.

- 10.5.2.17. Termination of the agreement prior to the date, and a call for the amount of the certificate of deposit from the Bank prior to expiration of the effective term of the certificate of deposit, is not accepted. The agreement can be terminated prior to date only if the Bank repurchases/calls/withdraws in non-accepted manner.
- 10.5.2.18. The client acknowledges that repurchasing/calling of the certificate of deposit is the right of the Bank and not its obligation.
- 10.5.2.19. Unless otherwise determined by the respective agreement, the Bank is authorized, at any time, to amend unilaterally the present terms and/or conditions of issuing a certificate of deposit, commensurate with the changes/regulations/decisions effected by the Bank, amended market terms and/or legislative regulations. The client shall be notified about the changes according to the rule established by the present agreement.
- 10.5.2.20. If the client disagrees with the changes offered by the Bank, the Bank shall redeem the certificate of deposit at the interest rate existing in the respective term.

### **10.5.3. Accrual of Interest**

- 10.5.3.1. The amount of interest effective at the Bank at the moment of entering into the agreement, the rule on its accrual, issuing and disposal, is determined by the terms of the certificate of deposit and the respective agreement.
- 10.5.3.2. The interest rate shall be accrued in the currency of the certificate of deposit. The interest accrual commences from the banking day following the certificate of deposit settlement date and continues through the certificate of deposit deadline.
- 10.5.3.3. Interest is calculated commensurate with the factual days of the term of the certificate of deposit, accounting for 365 (three hundred sixty five) days a year.

### **10.5.4. Disposal of the Certificate of Deposit**

- 10.5.4.1. The holder of the certificate of deposit is authorized to dispose the certificate of deposit following the terms established by the legislation, unless the certificate of deposit is used as a means of securing a bank claim. The Bank is authorized to repurchase the certificate of deposit with priority right.
- 10.5.4.2. A certificate of deposit is disposed without processing additional agreement and the acquisition/disposal of the certificate of deposit by the client is registered at the certificate registry, the regulations and terms of functioning of which are determined by the Bank.
- 10.5.4.3. Disposal of the certificate of deposit by the client is registered at the certificate registry on the basis of a disposal form of the certificate of deposit, jointly submitted to the Bank by the client and the new acquirer of the certificate of deposit, the form and contents of which are determined by the Bank.
- 10.5.4.4. Partial disposal of the certificate of deposit is not accepted.

## **11 General Terms of Credit Products**

- 11.1 On the basis of this agreement, the client may use credit products/credit determined by the Bank.
- 11.2 The general terms of credit relations are outlined in this agreement, the particular terms are determined and regulated under the respective credit product agreement executed between the parties.
- 11.3 If using a revolving credit product (overdraft, installment card, line of credit) the client shall be authorized to cover and utilize again a pre-approved amount, under the regulations and terms established by the respective agreement.
- 11.4 To receive a credit product, the client should address the Bank with an application. Consistent with the regulations of the Bank, acceptance of an application for certain products and consequently of the product is permitted via electronic means of communication (telephone, internet bank, email etc.). The Bank shall



review the client's application and shall make a decision to issue or refuse to issue a credit product (the Bank is not obliged to explain the grounds of refusal).

11.5 **The client is authorized to:**

- 11.5.1 Fully cover the base amount of the credit determined by the credit product and the accrued interest rate until the date established by the respective agreement, according to the regulations envisaged by the present agreement;
- 11.5.2 Request and in a reasonable period receive exhaustive and complete information on their credit product, namely, credit type, effective interest rate, charges related to taking the credit, penalties, etc.
- 11.6 The client authorizes the Bank, without additional consent from the client, to provide information on the client's liabilities towards the Bank to the client guarantor and/or to any person whose property is used as collateral for the client's liability/liabilities, and/or to give to such persons upon request, copies of the respective agreement(s) executed between the Bank and the client.
- 11.7 Upon receipt of the credit product, the client (borrower) shall be liable to return the respective amount and pay the interest rate according to the terms agreed with the Bank.
- 11.8 The credit amount, interest rate, commission and/or penalty is calculated and paid according to the regulations established by the respective agreement. The Bank may give a schedule to the client, which is a document informative in nature, according to which the client shall pay the base amount of the credit and the interest rate.
- 11.9 In covering the credit product, the amount allocated to the Bank or available in the client's account shall first be used to cover the commission fee (if any), penalty (if any), then the accrued interest rate, base credit amount and finally other expenses (among them insurance, if any). The client authorizes the Bank to change the above indicated sequence unilaterally, at the discretion of the Bank.
- 11.10 The interest rate is accrued on the actual debt of the client owed to the Bank, and is calculated according to the actual number of days of using the product for 365 days (in a leap year, 366 days). Under the particular agreement/covenant terms processed on the basis of this agreement, a fixed as well as variable interest rate can be established.
- 11.11 The monetary liabilities of the client, as a rule, are met with the amounts accumulated on his/her account(s).
- 11.12 If the due amount is not paid on time, the client shall be liable to pay the Bank a penalty for the delay, which may include both a fixed and a daily penalty, the amount of which shall be determined under the respective credit product agreement.
- 11.13 The penalty will not be imposed on the credit product if the payment date coincides with a non-banking day. In such cases, the client shall be responsible to deposit the due amount in the relevant account (pay) the following banking day.
- 11.14 The client acknowledges that in the event any kind of public law restriction applies to the amount existing/deposited (paid) to cover credit liabilities, the credit liabilities of the client shall not be deemed as performed to the Bank and the client shall be committed to cover the respective amount under the terms envisaged by the agreement, otherwise the penalty envisaged in clause 11.13 shall be applied to the client for overdue payments.
- 11.15 Unless otherwise determined by the Bank, accrual of the interest rate and the penalty shall continue and shall be subject to payment in case of delaying the credit repayment, notwithstanding the validity or termination of the agreement, until the moment the debt envisaged by the agreement is covered by the client forcedly or voluntarily.

- 11.16 If at the moment of accrual (payment) of the commission and/or penalty, as envisaged by the respective agreement/covenant of the credit product, the legislation establishes a lower rate of commission fee and/or penalty than those determined by the agreement/covenant, the maximum interest rate of the commission fee and/or penalty established by the legislation shall apply (if any).
- 11.17 The client is committed, before making a pre-payment for the base amount of the credit product, accrued interest rate thereto, commission and penalty (if any), also before pre-payment of any other kind of arrears (including full or partial return of the credit and/or before refinancing from other finance organizations), and in case of credit line and overdraft, only before refinancing from the other financial organizations, inform the Bank of the above indicated in writing (material or electronic means). Furthermore, if the amount of credit product and/or overdraft envisaged by the credit agreement, credit line agreement and/or overdraft agreement does not exceed 2,000,000 (two million) GEL or its equivalent in other currency (at the exchange rate of the National Bank of Georgia established by the date of submission of the written application to the Bank), the Bank shall ensure coverage of the above indicated liabilities on the date of submission of the written application or if the written application was submitted on a non-working day, no later than the following banking day. In any other cases, the Bank is authorized to ensure coverage of the above indicated liabilities no later than 14 (fourteen) calendar days after submission of the written application.
- 11.18 Unless otherwise established by the legislation, the Bank is authorized, in case of re-financing or pre-payment with the client's own resources of the bank product issued by the Bank, to charge and request payment of a commission and/or penalty from the client, in addition to covering the base amount, in the following amount, taking into consideration the remaining term of the agreement at the moment of pre-payment of the amount:
- a. If 6 to 12 months remain before the end of the agreement, not more than 0.5% of the amount issued to the remaining base amount of the credit at the moment of payment;
  - b. If 12 to 24 months remain before the end of the agreement, not more than 1% of the amount issued to the remaining base amount of the credit at the moment of payment;
  - c. If more than 24 months remain before the end of the agreement, not more than 2% of the amount issued to the remaining base amount of the credit at the moment of payment.
- 11.19 The Bank shall not charge the commission fee envisaged in the clause above, provided that:
- a. Up to 6 months remain before the end of the agreement;
  - b. The bank product is re-financed fully or partially with a new credit product issued by JSC PASHA Bank Georgia;
  - c. The credit product pre-payment is requested by the Bank;
  - d. The credit product pre-payment or re-financing is caused due to the client's disagreement with changes to be made to the bank product agreement by the Bank.
- 11.20 In case of submitting an application on pre-payment of the credit to the Bank, the client/borrower shall be obliged to submit to the Bank any information/document which directly or indirectly provides the opportunity to prove the fact of credit refinancing or disproves the fact of credit refinancing.
- 11.21 In the event the relevant credit terms envisage a refinancing commission fee and the Bank suspects that re-financing is taking place, the Bank shall be entitled to request from the client/borrower additionally at any time after receiving the application of the client/borrower on pre-payment of the credit, submission of any information/document related to refinancing of the credit, no later than 2 (two) banking days after the request was made.

- 11.22 Direct and/or indirect pre-payment (earlier than the agreed date) of the credit received from JSC PASHA Bank Georgia personally and/or by means of the other person(s) using the amount issued by any financial institutes (commercial bank, micro finance organization, credit union and/or other person) directly and/or indirectly, and/or by means of other person(s) shall be deemed as credit refinancing.
- 11.23 **The parties agree that:**
- 11.23.1 The Bank is not obliged to prove the fact of re-financing and reserves the right, in case of receiving credit refinancing information from any sources, to make a decision to impose the relevant commission fee and/or penalty on the client/borrower, meaning that the responsibility of proving the fact of absence of refinancing is borne by the client/borrower;
- 11.23.2 The amount of commission fee and/or penalty for pre-payment and refinancing is determined by the agreement executed with the client/borrower, although it should not exceed the limits established by the legislation;
- 11.23.3 In the event the client/borrower proves the fact of absence of refinancing by means of addressing the court, the Bank shall be obliged to return only the commission fee and/or penalty debited by means of the non-accepted method, and the client/borrower cancels the request to compensate the damage incurred as a result of Bank actions (by breaching the present contractual obligations by the Bank).
- 11.24 **The Bank is entitled to:**
- 11.24.1 In order to make a decision on credit issuance and/or for performance of the obligations assumed by the client towards the Bank (among them to return the credit), request and receive any kind of personal information stored with third person(s) or at administrative bodies about the client;
- 11.24.2 For the purpose of performing any assumed obligation, at any time after such obligation is originated, without further approval of the client, write-off the amount (non-accepted method) from any account of the client, including from the available balance of the overdraft and/or credit line. In the event the overdue payment is registered in a currency different from the currency existing in the account, the equivalent shall be determined by the commercial exchange rate established by the Bank at the moment of writing-off the amount by the Bank.
- 11.24.3 Transfer the payable service fee owed by the client to the National Agency of the Public Registry, Service Agency of the Ministry of Internal Affairs, insurance organization and/or other administrative bodies and/or other kinds of payables related to credit issuance, without the further consent of the client, in a non-accepted method to the account of the respective person from any account of the client;
- 11.24.4 For the purpose of paying the amount to the person from whom the client purchases an item with the credit issued by the Bank or receives a service, to deduct the relevant amount from any account of the client without the further consent of the client (non-accepted method), if necessary make a conversion, transfer the amount to the GEL account of the client and transfer to the account of the respective person;
- 11.24.5 Not issue and/or temporarily restrict issuance of credit, if the client and/or the owner of the collateral have legal restrictions, among them tax foreclosure/hypothecation and/or there is any kind of restriction registered to the property of the client and/or collateral (including intangible assets, account(s)).
- 11.24.6 **In the event the client fails to repay the credit received from the Bank in the agreed term, accrued interest rate, penalty (if any) and/or any type of commission fee established by the Bank:**
- 11.24.6.1 Request to direct enforcement to any property of the client (any item owned by the client and intangible assets, including accounts) disregarding whether the client's liability (Bank request) is secured or not with the property right (hypothecation/mortgage). Furthermore, the Bank is authorized, at its own discretion, to direct enforcement/payment firstly to that item or intangible asset of the client which does not represent the object of collateral for the client's liabilities;

- 11.24.6.2 Request takeover of the mortgage and/or hypothecation object and after assigning the item directly, accept the hypothecation and/or mortgage object into ownership or use other enforcement regulation envisaged by the Civil Code. If, at the moment the Bank (as a mortgagor) receives the hypothecation and/or mortgage object into ownership or sells it, the value of hypothecation and/or mortgage property is less than the amount of secured request, or if the amount received as a result of selling the hypothecation and/or mortgage object is not sufficient to fully cover the secured request, the secured request shall be deemed as met only with the amount equaling to the hypothecation and/or mortgage item value or the amount received from the sale of hypothecation and/or mortgage object;
- 11.24.7 Terminate credit relations with the client and/or any, several or all additional agreements/covenants, and/or request the client to return the base amount of the credit along with the accrued interest rate and penalty (if any) in the event any of the below listed circumstances are present:
- 11.24.7.1 The client breaches any liability assumed under the present agreement, any agreement/covenant executed on the basis/under this agreement or under any document processed with the Bank, including if any condition precedent, supplementary term and/or request of the Bank to the client is not met (breached);
- 11.24.7.2 The client breaches the obligation to pay the amount according to the schedule enclosed with any additional agreement processed on the basis of/under this agreement;
- 11.24.7.3 The client undertakes the obligations without prior written approval of the Bank, by which they create a risk for the performance of obligations assumed under the present agreement and/or agreement/covenant processed on its basis;
- 11.24.7.4 The client improperly uses the credit product/received credit (if any);
- 11.24.7.5 The capital, assets of the client is significantly reduced or significant changes are made to the ownership of the client without prior written approval of the Bank;
- 11.24.7.6 The property and/or financial conditions of the client, their guarantor, any party to the agreement executed for securing any agreement/covenant on the basis of the present agreement and/or those of the guarantor significantly worsen or the threat of occurrence of such circumstance is present;
- 11.24.7.7 For securing the present agreement and/or any party to the agreement processed under the present agreement or its legal successor breaches any of the agreement terms;
- 11.24.7.8 Object(s) of collateral to the any agreement/covenant processed under the present agreement and/or on its basis is devastated, damaged and/or its value is diminished;
- 11.24.7.9 Enforcement proceedings start against the client:
- 11.24.7.10 Any of the client's bank accounts or the client's own property (any item or intangible asset) are seized or any measures for securing a claim, decision enforcement and/or tax liability enforcement are applied to the client or their property;
- 11.24.7.11 Any object mortgaged to secure the agreement/covenant processed under the present agreement and/or owned by the client and/or intangible assets are encumbered by any right, liability and/or restriction (among them tax foreclosure/hypothecation right, seizure etc.);
- 11.24.7.12 There is a threat of liquidation or declaring insolvent the client, their guarantor, any party and/or guarantor to any agreement executed for securing the agreement/covenant on the basis of the present agreement or any of the indicated persons make a decision on liquidation;
- 11.24.7.13 Any authorized body withdraws the assets or their significant part from the client, or makes nationalization of such assets or otherwise expropriates;
- 11.24.7.14 Any statement made by the client and/or any information provided to the Bank appears to be significantly inaccurate or misleading (incompatible with the reality);

- 11.24.7.15 Any such circumstance occurs which may jeopardize the performance of the obligation(s) assumed by the client, their guarantor and/or party to the agreement processed for securing the agreement/covenant executed on the basis of the present agreement or timely payment of the amount by the client;
- 11.25 The client is requested to promptly notify the Bank of any circumstances referred to in clause 11.24.7 of the present agreement, also on such conditions which may influence the continuation of the credit relations.
- 11.26 **The Bank is obliged to:**
- 11.26.1 Under the regulation established by the legislation, notify the client on termination of the credit product agreement and anticipated legal consequences, giving a reasonable term to perform the breached obligations;
- 11.26.2 In case of request of the client, without any additional charge, provide the client with information on used limit, interest rate, payable amount, etc.

## **12 Rights and Obligations of the Parties**

- 12.1 **The client is obliged to:**
- 12.1.1 For any kind of bank service/for use of bank product, pay the Bank the commission fee and/or any other fee, necessary for receiving the bank service;
- 12.1.2 Promptly notify the Bank on changes and additions made to the documents and information submitted to the Bank, among them on any change to contact data (legal/actual address, telephone number, email etc.). Also, keep the devices necessary for communication and the network (among them mobile phone, computer, internet) in an operable/active condition. Otherwise, the Bank shall bear no responsibility for the consequences/damages resulting;
- 12.1.3 Promptly notify the Bank in writing regarding disposal of the account, carrying out transactions on the account, on change of the persons authorized to receive information about the account and/or change of their authorization and submit the respective written documents to the Bank. The obligation to notify outlined in the indicated clause applies to all those documents submitted to the Bank and under which the client is authorized to act on their own behalf. Prior to submission of these documents to the Bank, the Bank carries out transactions to the accounts on the basis of the previously submitted documents and the signature sample;
- 12.1.4 When opening each account, submit the documents requested by the Bank regarding the client's tax/entrepreneurial status. Also, promptly notify of any change to the above indicated status;
- 12.1.5 Use the accounts opened by the Bank for them for entrepreneurial purposes only in the event they have the relevant tax/entrepreneurial status and the Bank is preliminarily informed on this. Otherwise, the client is requested not to use their accounts for entrepreneurial activities;
- 12.1.6 When performing transactions on the account(s), to submit full, exhaustive and accurate information to the Bank on the purpose of the transaction/payment and submit to the Bank any requested document (copies of documents proving grounds for transfer);
- 12.1.7 Submit to the Bank any requested document for carrying out of a transaction, which is needed by the Bank for thorough identification of the client, for establishing the nature of the transaction, purpose, type of transfer and compatibility of the subject transaction with the legislation;
- 12.1.8 Notify the Bank about accidentally transferred money to his account within 1 (one) banking day after receiving information on the transfer of money accidentally to his/her account and return said funds;
- 12.1.9 In advance and promptly inform the Bank on any change of citizenship/residence, moving registration to another country, exiting the tax regulations of Georgia, registering in another country or in an offshore zone, or any such circumstance which substantially changes their legal/tax payer status throughout the territory of Georgia. In case any of the indicated circumstances occur, the Bank shall be authorized to terminate the present agreement prior to the due date and/or any other agreement/covenant processed on its basis, with associated legal consequences;

- 12.1.10 Fully abide by the terms and conditions set forth herein and the regulations/procedures for use of bank products established by the Bank;
- 12.1.11 Provide to the Bank information deriving from the requirements established by the agreement “between the Government of Georgia and US Government to improve the international payment obligations and enforce foreign account tax consistency act (FACTA)”;
- 12.1.12 Compensate the Bank for any kind of damage incurred to the Bank as a result of a breach of terms of the present agreement and/or any other agreement/covenant processed under such agreement and/or requirements of the legislation;
- 12.1.13 Use the payment instrument consistent with the terms established for such payment instrument;
- 12.1.14 Follow the payment instrument security measures assigned to them, ensuring protection of personalized means of such instrument;
- 12.1.15 In the event of losing, stealing, illegitimate appropriation or revealing the fact of the illegitimate use of the payment instrument, within the shortest period after disclosure, notify the Bank or the person determined by the Bank of such a fact;
- 12.1.16 Periodically check the information posted on the web page of the Bank, including statements, changes and additions.
- 12.2 **The client is authorized to:**
  - 12.2.1 Receive an abstract of the balance of the account and the performed transactions;
  - 12.2.2 Issue orders to the Bank to carry out transactions on accounts, which are not prohibited by legislation;
  - 12.2.3 Use services/products offered by the Bank;
  - 12.2.4 Terminate the present agreement under the rule established by the present agreement, by means of sending a preliminary written notice to the Bank;
  - 12.2.5 At any time, to apply with the respective application and request termination of a particular banking product/service, including closing the account, only in case the client does not have any unfulfilled liability (financial or other) deriving from the particular banking product/service owed to the Bank. The Bank is entitled, if the client requests to close their bank card account(s), not to close those account(s) for 30 (thirty) calendar days. As of the moment of receiving the client’s application regarding accounts to be closed, all commission fees (if any) will stop accruing;
  - 12.2.6 By using any remote channel/electronic means of communication of the Bank, submit a request to receive a copy of the credit/deposit product agreement created between the client and the Bank (including credit/deposit product agreement received by means of remote channels) and receive a copy of the respective agreement remotely and/or at the relevant branch/service center of the Bank.
- 12.3 **The Bank is authorized to:**
  - 12.3.1 Request any information and document from the client regarding opening an account, for the purpose of full identification of the client and establishing conformity of the transaction(s) exercised on the account(s) of the client/to be performed with the legislation;
  - 12.3.2 Perform transactions on the client’s account(s) under the regulations established by the legislation;
  - 12.3.3 Under the order of the client and/or without, under the regulations of the present agreement and those envisaged by the legislation, write-off amounts from the client’s account(s);
  - 12.3.4 At its own discretion and/or in cases envisaged by the legislation, refuse to provide the client an account service;
  - 12.3.5 Not perform the order of the client, in the event the client fails to produce the information requested by the Bank and/or the Bank suspects the inconformity of the transaction with the legislation;
  - 12.3.6 Offset liabilities of the client to the Bank through any liabilities owed by the client to the Bank;
  - 12.3.7 Offer the client, using remote channels (including internet bank, ATM, telecommunication means. etc.) and offer and activate various bank products and services;

- 12.3.8 Store the communication of the client with the Bank (both material and electronic) and telephone records. The client confirms that the data (information) outlined in the present clause may be used by the Bank as evidence it represents the ownership of the Bank and has legal force;
- 12.3.9 Terminate the present agreement and/or any agreement processed on its basis and/or close any account of the client opened at the Bank in the event:
  - 12.3.9.1 The (documented and/or electronic) information about the client existing at the Bank and/or submitted by the client turns out to be inaccurate;
  - 12.3.9.2 Any of the conditions precedent, additional conditions and/or any request of the Bank to the client are breached;
  - 12.3.9.3 There is no amount of commission fee on the account determined by the Bank and necessary for account servicing and/or closing, and no transaction is performed on the account for at least one year;
  - 12.3.9.4 Closing the account is determined on a court decision;
  - 12.3.9.5 The successor of the client presents the inheritance certificate;
  - 12.3.9.6 The client breaches the terms and obligations envisaged by the present agreement and/or other agreement/covenant processed on its basis;
  - 12.3.9.7 The client refuses to submit/does not submit in the period determined by the Bank and/or provides inaccurate/incomplete information deriving from the requirements of the “agreement between the Government of Georgia and US Government to improve the international payment obligations and enforce foreign account tax consistency act (FACTA)” and/or otherwise violates the requirements deriving from the indicated act;
  - 12.3.9.8 The indicated is envisaged by the present agreement and Georgian legislation;
- 12.3.10 Unless otherwise established by clause 12.3.9 of the present agreement, at its own discretion and unilaterally, without additional consent from the client, fully or partially revoke and/or temporarily suspend bank product(s)/service at any time, of which it shall notify the client, consistent with the terms envisaged by the agreement.
- 12.4 **The Bank is obliged to:**
  - 12.4.1 Timely and by accurately observing the information presented by the client, perform bank transactions and during such transactions follow the requirements of the effective legislation;
  - 12.4.2 Upon request of the client, submit an abstract from the bank account and/or any other information on their account and transactions made to the account;
  - 12.4.3 Upon request, provide information to the client about the tariffs established for the bank service and the service commission fee;
  - 12.4.4 Fully abide by the terms of the present agreement;
  - 12.4.5 Undertake all possible measures to ensure the security of the payment instrument and prevent its illegitimate use;
  - 12.4.6 Not make the personalized security specifications of the payment instrument and the means available to the other persons, other than the owner of this instrument;
  - 12.4.7 Clearly inform the client of requirements of payment instrument security;
  - 12.4.8 At any time ensure receipt of the notification determined by clause 12.1.5;
  - 12.4.9 Upon the receipt of the notifications determined in clause 12.1.5 by the client, promptly prevent further utilization of the payment instrument.

## 13 Responsibilities of the Parties

- 13.1 For failure or undue performance of the liabilities assumed under the present agreement, the parties shall bear responsibility under the present agreement and the regulations established by the effective Georgian legislation.
- 13.2 The client is prohibited to use services envisaged by the present agreement in a way incompatible with the law.
- 13.3 The Bank is accountable to the client for accurate and timely performance of bank transactions. In the event the payment transaction is performed intentionally incorrectly, or by the act of guilt on behalf of the Bank, the latter shall pay a penalty to the amount of 0.1% of the respective amount for each overdue day, or at the amount determined by the legislation.
- 13.4 The Bank is responsible for all risks associated with sending a payment instrument and/or its personalized security specifications and means;
- 13.5 The Bank shall bear no responsibility for:
- 13.5.1 Any damage, among it to third persons, incurred as a result of a breach of any term of the present agreement, and/or agreement/covenant processed on its basis, by the client;
- 13.5.2 Outcomes (including those incurred as a result of failure of the client to perform their obligations towards any person), provided that they are caused by:
- 13.5.2.1 Performing a transaction on the client's order;
- 13.5.2.2 Inaccuracy of the information provided by the client to the Bank (including information provided in the payment order or any document submitted to the Bank), incorrect and/or incomplete filling of an application and/or statement;
- 13.5.2.3 Non exercising of the rights granted to the client under the agreement;
- 13.5.2.4 Malfunctioning of the computer, telephone device and/or other devices (or their parts and accessories) owned by the client or any other person, program application, due to the internet provider, telecommunications operator and/or any other person;
- 13.5.2.5 Any action of the recipient bank and/or intermediary bank recorded in the data provided by the client to the Bank and/or for any other reason not attributed to the Bank;
- 13.5.2.6 Any restriction which is established on the territory of the state where the addressee serving the bank and/or intermediary bank is located, which restricts and/or fully blocks receipt of the money;
- 13.5.2.7 Deriving from the requirements established for the transfer transaction and/or transferrable money and/or its portion, prevention of facilitation of illegitimate revenue legalization, financing of terrorism, "agreement between the Government of Georgia and US Government to improve the international payment obligations and enforce foreign account tax consistency act (FACTA)" and/or blocking, debiting or other reasons;
- 13.5.2.8 Refusal of the correspondent bank (by means of which the transfer is done) to perform a transaction and/or for the delay of a transaction performance/completion;
- 13.5.2.9 Failure to perform or incorrectly perform a payment order, caused by the provision of inaccurate data by the client in the payment order;
- 13.5.2.10 The results coming from a client's rejection of the security measures offered by the Bank. In such circumstances, the client shall be fully responsible.
- 13.6 The Bank is responsible for the correct performance of the payment order initiated by the client, unless the circumstances envisaged in clause 13.5.2.9 are present, or the Bank has correctly indicated the requisites of the recipient and the recipient provider has received the payment transaction amount (the Bank has deposited the amount indicated in the payment order in the recipient provider's account).
- 13.7 If the Bank has correctly performed the payment order of the client, in such case the recipient's provider is responsible for the accuracy of the payment transaction to the client and/or recipient.



- 13.8 If the Bank, against the requirements of clause 13.6, has inaccurately performed the payment order, it is obliged to refund the client the incorrectly transferred funds and the commission fee related to this transaction.
- 13.9 If the client is the recipient and the Bank is responsible for the incorrect performance of the payment transaction, commensurate with clauses 13.6-13.8 of this agreement, the Bank shall transfer the amount to the account of the client.
- 13.10 The client is entitled to request the Bank to reimburse the relevant amount of an unauthorized or incorrectly performed transaction, consistent with the provisions of the present clause, provided that no more than 40 days have passed since the date of the unauthorized transaction or no more than 180 days have passed since the date of the incorrectly performed transaction, and the client notified the Bank about said unauthorized or incorrectly performed transaction shortly after receiving the information about it.
- 13.11 If the client declared the unauthorized or incorrectly performed payment transaction after the respective term established in clause 13.10 has passed, after such a term, the Bank shall, within the scope of its capabilities, assist the client to get back the unauthorized or incorrectly transferred amount. The present clause does not stand as a claim from the client towards the Bank to request compensation of damage, return the amount or the performance of other actions from the Bank by means of a court order.
- 13.12 The Bank, consistent with the requirements of the present clause, is obliged to reimburse the client the amount of the unauthorized payment transaction, unless otherwise established by clause 13.14. The compensation amount owed to the client shall be determined consistent with clause 13.13.
- 13.13 The client is responsible for the damage incurred by misappropriation or illegitimate use of stolen or lost payment instrument as a result of an unauthorized transaction throughout the territory of Georgia, not exceeding 100 GEL, unless otherwise established by clause 13.14. For the purposes of this clause, a transaction performed by means of the internet throughout the territory of Georgia shall be deemed as performed, provided that it has been effected by means of the payment instrument issued in Georgia and the internet page belongs to the citizen of Georgia, legal entity registered in Georgia or another organizational formation envisaged by Georgian legislation which is not a legal entity.
- 13.14 The client is fully responsible for any damage associated with an unauthorized payment transaction coming as a result of an act of guilt on their part, also for failure to perform the obligations set forth in clause 12.1.14 intentionally or due to negligence.
- 13.15 The client shall bear no responsibility for a stolen, lost, misappropriated or illegitimately used payment instrument, or for the damage incurred as a result of disregard of the security measures or personified security means of the payment instrument, provided that:
- 13.15.1 The transaction has been performed consistent with the terms of the agreement after the Bank received notification, provided that such damage is not caused by an act of guilt or intended action on the part of the client;
- 13.15.2 The Bank has not ensured receipt of the notification if such damage is not attributed to the guilty or intended action of the client.

#### **14 Statements and Guarantees of the Parties**

- 14.1 The parties hereby state and guarantee that they shall carry out their activities legitimately, in good faith and following high ethical standards.
- 14.2 **The client declares and acknowledges that:**
- 14.2.1 Their signing of an application, information and documents submitted by them signifies they are true, accurate and exhaustive. The action of the client is not aimed at deceiving the Bank. The client acknowledges that providing false and/or inaccurate information/data to the Bank is a crime according to the Criminal Code

of Georgia and represents sufficient grounds for termination of this agreement and/or agreements/covenants processed on its basis;

- 14.2.2 While entering into this agreement, the client is not under the influence of an error, act of cheating, violence or threat used against them;
- 14.2.3 The client has not participated and is not participating in any court process (as a plaintiff, defendant or third person) by which they create a risk to the performance of their obligations, to their property and/or assets;
- 14.2.4 The client has fully become familiar and agrees to the terms provided by the present agreement. The client is informed about the terms of using the relevant bank products/services and also of all possible financial expenses, the significant risks associated with using said credit product, and agrees to enter into the present agreement and into any kind of agreement/covenant processed on its bases/under its scope;
- 14.2.5 They shall not refuse to perform obligations envisaged by the present agreement and any agreement/covenant processed on its basis, and they shall not assign its obligations to a third person;
- 14.2.6 They shall provide the Bank with information deriving from the requirements established under the agreement between the Government of Georgia and US Government to improve the international payment obligations and enforce foreign account tax consistency act (FACTA);
- 14.2.7 They shall hold the present agreement and agreements/covenants on its basis solely for their own needs and shall not act under assignment of another (third) person or in favor of such a person; they do not have relations with a fictional bank ("Shell Bank") and the deal reflected in this agreement and/or in agreements/covenants to be processed on its basis are not suspicious, meaning that it is not effected for the purpose of legalizing illegitimate revenues and property (including monetary resources), on the basis of which the respective deal has been made and/or shall be made and has not been obtained/generated from criminal actions;
- 14.2.8 They agree to receive a certain type of information disregarding whether they requested registration to SMS service and/or to stop receiving SMS, consistent with clause 8.6, taking into account that this may be requested on the basis of effective regulations and/or such information is related to various bank products and transactions.
- 14.3 **The client expresses consent and gives the unconditional right to the Bank to:**
- 14.3.1 On the basis of the present agreement, during the effective term of using the credit product(s), at any time, notwithstanding the number of searches, process information about the consumer (client) stored at the credit information bureau(s), including at JSC Credit Information Bureau Creditinfo Georgia (ID/code 204470740, hereafter – Creditinfo);
- 14.3.2 At the telephone numbers of the client registered at the Bank, at the email and other contact address, with intervals determined by the Bank, send SMS, voice and/or other advertisements (direct marketing) until the Bank receives from the client instruction to do otherwise, in a written and/or electronic form agreed between the parties and/or established by legislation. Furthermore, it shall not be deemed as direct marketing and the client shall not be authorized to request the Bank to stop sending various advertisement/information notifications if the indicated advertisement/information notifications are delivered to the client directly from the Bank service centers or on the electronic channels of the Bank (including ATM, internet bank, etc.).
- 14.3.3 JSC PASHA Bank Georgia, under the regulations established by legislation, for the purpose of providing effective and uninterrupted bank services to the client and in the due capacity for achieving this goal, shall receive personal data of the client necessary for the Bank from the electronic data base of the LEPL State Services Development Agency.
- 14.3.4 For the purpose of evaluating solvency, JSC PASHA Bank Georgia shall request from the LEPL Revenues Service and receive any information about the client existing in the electronic database of the revenues service.

- 14.3.5 Under the regulations and terms established by Georgian legislation, process the information provided in the present document and stored at the Bank, also, information about the client stored at credit bureau(s), for the purpose of analyzing the solvency of the client. The client acknowledges the rights envisaged by Georgian legislation, that in case of request from the client, the data processor is obliged to correct, renew, add, block, delete or cancel data, provided that it is incomplete, inaccurate, outdated, or if they have been collected or processed against the law. Such consent is one-time and is effective for 30 days after issuing the consent. Furthermore, the client confirms that the Bank shall collect/process all credit/non-credit and other relevant information related to the client which is related to the submission of information to Creditinfo, and receiving information according to the regulations and terms envisaged by Georgian legislation. Information determined by the present clause is processed for the purpose of analyzing the solvency of the client and shall be made available to the credit issuing organization(s) enrolled in the bureau and to the information receiving/providing persons under the regulations established by legislation.
- 14.3.6 Processing (data processing – any action exercised over data using automatic, semi-automatic, non-automatic means, in particular, collecting, recording, depicting on a photo, audio recording, video recording, organizing, storing, change, restoration, requesting, using or disclosing by means of transferring data, spreading or otherwise making available, grouping or combination, blocking, deleting or cancelling) information about the client (information – any information containing the client’s bank, commercial, personal and biometric data) for the following purposes:
- 14.3.6.1 Providing any kind of banking service to the client;
  - 14.3.6.2 Identification of the client and/or securing;
  - 14.3.6.3 Without application of the client, by the Bank, unilaterally, offering bank/credit products to the client;
  - 14.3.6.4 Monitoring the client’s current credit products and verification of the client’s solvency;
  - 14.3.6.5 For the purposes of the Bank exercising various types of research/services;
  - 14.3.6.6 Conducting expertise related to bank services;
  - 14.3.6.7 Direct marketing (direct marketing – offering commodity, services, employment or temporary employment by means of post , telephone calls, email or other telecommunication means);
  - 14.3.6.8 Recording information in the Creditinfo database about the client;
  - 14.3.6.9 Participation in various encouraging competitions (Visa, Mastercard and other bank service related)
  - 14.3.6.10 Other occasions envisaged by the legislation and the present agreement;
- 14.3.7 During the effective term of this agreement, at any time, without additional consent from the client, without restriction (in any amount and volume) request and receive any kind of personal information (data, records and/or certificates) existing with any person or administrative body about the client.
- 14.4 The client expresses consent that in order to simplify the service provision from the Bank, by means of an express payment terminal, on the basis of identification with the personal number, the Bank can receive unlimited information about the banking products of the client (including deposit, credit products), current debt, without showing the total arrears, and information on accounts, without showing the balance. Furthermore, in case of identification only with the account number, shall receive information regarding exclusively this account.
- 14.5 The Bank shall bear no responsibility if the information about the client is obtained by the third person by means of express payment apparatus/ATMs, by entering information necessary for client identification.

## **15 Confidential Information, Bank Secrets, Personal Data**

- 15.1 The parties shall not disclose confidential information during the effective term of the agreement and afterwards, without prior written consent from the other party. Confidential information implies documental

or other information deriving from the present agreement and/or any other agreement related thereto, including personal information about the client.

- 15.2 This restriction does not apply to information:
  - 15.2.1 Which is known to the recipient party prior to disclosure of respective information by the other party;
  - 15.2.2 Which shall not be disclosed by the parties following the requirements of the legislation or for its purposes;
  - 15.2.3 Which is disclosed by any of the parties via court/arbitration to exercise/protect their own rights and/or with regard to the development of such processes;
  - 15.2.4 Which can be obtained legitimately from other sources, among them from public sources;
  - 15.2.5 Which can be provided to the third persons consistent with the present agreement and/or any clause of any associated document;
- 15.3 The Bank shall bear no responsibility for the outcome(s) caused by receipt by another person of a notification which was sent according to the contact information provided to the Bank by the client.
- 15.4 **The client expresses consent that without additional preliminary or further consent from or acceptance by the client, the Bank is authorized to:**
  - 15.4.1 Transfer any document of the client (including personal information, agreements, statements, etc.) to the state archive or to a commercial organization of such profile for storage purposes, which shall ensure archiving of the supplied documents according to international standards and storage in safe conditions by fully adhering to the confidentiality regulations;
  - 15.4.2 Give any information about the client and any agreement/document processed with the client to the Bank's auditors, consultants, advisors, persons providing various services to the Bank (including those guiding contractual obligation(s)) and other physical or legal persons of a similar category, as necessary, who assume the responsibility to protect the confidentiality of the information provided by the Bank;
  - 15.4.3 Give information about the client to respective persons, following FATCA regulations;
  - 15.4.4 Transfer any information about the client (including the client's bank accounts, performed transactions, balances on the accounts, data on client's liabilities) and any agreement processed with the client to the court, arbitration and/or persons interested in purchasing/syndicating the Bank requirements based on the agreement and/or in reassigning the bank liabilities of the client and/or in establishing monitoring on performance of the contractual obligations by the client and/or to third persons (in cases envisaged by legislation);
  - 15.4.5 In the event the client fails to perform any of the liabilities assumed towards the Bank on time and/or duly, for the purpose of managing problematic asset(s), provide any information about the client and any agreement processed with the client to the problematic assets management companies having contractual relations with the Bank, which on their behalf assume the responsibility to protect the confidentiality of the information provided by the Bank;
  - 15.4.6 Give the information (including a client's personal data) necessary to provide services (including offering various bank/credit product(s)) to the client and/or for identification of the client by means of remote bank service channels (ATM, express pay terminal, etc.) to the payment service provider(s) having contractual relations with JSC PASHA Bank Georgia, which on their behalf assume the responsibility to protect the confidentiality of the information provided by the bank;
  - 15.4.7 Provide information to the client's guarantor(s) and/or any person whose property is used as collateral for performance of the client's liabilities, regarding the client's liabilities towards the Bank and/or, upon request, give copy/copies of the respective agreement(s) processed between the Bank and the client (including the bank credit agreement to any person listed in this clause);
  - 15.4.8 Transfer information (including the personal data of the client) necessary for offering and providing various services to the client (including offering various product(s)) to bank affiliate companies or other related

enterprises(s), which on their behalf assume the responsibility to protect the confidentiality of the information provided by the Bank;

- 15.4.9 For the purpose of performing and processing card transactions, a client's personal data and any information about transactions performed by such client (including about a client's bank accounts, balances existing on the accounts etc.) will be issued to the processing center existing in the foreign country;
- 15.4.10 If the client submits a request to the LEPL "Revenues Service" ("request of the taxpayer"), on the basis of the request of the "Revenues Service", the Bank shall submit to the latter information on the requisites of the active bank accounts of the client;
- 15.4.11 To check the decision on issuance of a credit product(s) and/or the information submitted by the client to the Bank, any information regarding the client (including personal data) can be issued to any third person.

## **16 Force-Majeure Circumstances**

- 16.1 Parties shall be exempt from the liability arising from full or partial failure to perform contractual obligations during the effect of an insurmountable force [force majeure], provided that such failure is caused by the direct impact of the insurmountable force. A force majeure shall include circumstances which did not exist at the time the present agreement was created and the parties were not in a position to prevent or overcome such occurrence or impact. In particular: natural disasters, fire, strike, military action, blockade, malfunctioning of devices, damage of program software, adoption of legal acts which make it impossible to perform contractual obligations, etc.
- 16.2 If any of the above indicated circumstances have a direct impact on the effective terms of performance of the assumed contractual obligations, in such case, the performance of the assumed liabilities shall be deferred until liquidation of the force-majeure circumstances.
- 16.3 The party which is facing the force-majeure circumstances is obliged to notify the other party within a reasonable term, but no later than 5 (five) banking days, about the relevant force-majeure circumstance(s) and its/their presumable duration, otherwise, they shall lose the right to allege the presence of a force-majeure as a ground for exemption from liability.
- 16.4 With regard to the force-majeure circumstance(s) referred to in the notification, unless they are not generally acknowledged facts (circumstances) or the other party doubts their authenticity, within 30 (thirty) calendar days after receiving the notice of the force-majeure circumstance(s) by the respective party, or after the sending of a notice by the respective party on expression of doubt about the presence of force-majeure circumstance(s) to the other party, the existence of the force-majeure circumstance(s) should be validated by the authorized body determined by the legislation.
- 16.5 If the effect of force-majeure continues longer than 30 (thirty) calendar days from the date of receipt of the notice on force-majeure circumstance(s) by the respective party, or the conclusions of the respective body on the presence of force-majeure circumstance(s), 15 (fifteen) calendar days after passing the indicated 30 (thirty) calendar days, the parties should decide the fate of the agreement, otherwise any party to the agreement shall be authorized to terminate the agreement, according to the regulation determined by this agreement.

## **17 Claims and Disputes**

- 17.1 The client has the right to address the Bank with a claim in verbal, written or electronic form. To express a verbal claim, the consumer may address the JSC PASHA Bank Georgia telephone service center – contact center (+995 322) 22 25 25. The standard written form of claim can be submitted to the Bank branches and service centers. Claims can be submitted electronically by means of internet bank or web page of the Bank [www.rebank.ge](http://www.rebank.ge) . The maximum term needed to review a client's claim is no more than one month after submission of the application and identification of the applicant. Claims are reviewed by the Operations

Department and Compliance Department of JSC PASHA Bank. The client shall be promptly notified of the decision regarding the claim, in writing or electronically (in agreement with the client and/or in the method in which the claim was made). Information about the process of the claim hearing can be obtained at any branch/service center and/or via remote channels. Communication between the client and the Bank with regard to the claim is exercised at the following email address of the Bank: [consumercare@pashabank.ge](mailto:consumercare@pashabank.ge).

17.2 Any disagreement between the parties will be resolved by means of negotiation. In case of failure to reach an agreement, the parties shall appeal to the court. The Bank is authorized to ensure immediate enforcement of the decision adopted by the first instance court with regard to disputes arising from the present agreement and/or from any agreement/covenant deriving therefrom, consistent with the regulations established by procedure legislation of Georgia.

## **18 Final Provisions**

18.1 The present agreement shall be put into effect as of the moment of approving the application indicated in clause 2.3 by the Bank and is effective for an infinite term.

18.2 Unless otherwise determined by the particular agreement/covenant, the present agreement and/or any agreement/covenant processed on its basis/in its scope, shall be terminated:

18.2.1 When the events set forth by the present agreement occur and/or in cases envisaged by the legislation;

18.2.2 Upon agreement by the parties;

18.2.3 By the sending of a notice of termination by one party to the other, 1 (one) month in advance, upon the initiative of either party. Furthermore, in the event of termination of the agreement, the client is committed to fully cover any kind of debt owed to the Bank within 5 (five) calendar days after receiving notification.

18.3 The Bank reserves the right to make amendments and modifications to the contents/terms of the present agreement and/or agreement/covenant processed/to be processed on the basis of the present agreement, also to change/establish any commission fee by posting on the official web page of the Bank [www.rebank.ge](http://www.rebank.ge) or at the branches/service centers of the Bank, 1 (one) month prior to their enforcement/implementation. The notification is also permitted in any form envisaged by clause 18.4 of the present agreement. The client is entitled before 1 (one) month expires, at any time, to terminate the agreement/covenant and pay the Bank any due payables/debts in full (except when the client has the obligation to keep the current account for the same effective term of the agreement as provided in another agreement processed between the Bank and the client). Otherwise, the changes (amendments) offered by the Bank shall be deemed as accepted by the client and the agreement/covenant shall be deemed as amended consistent with the offered terms. The Bank does not have the obligation envisaged by this clause, when the agreement terms/commission fee change in favor of the client, also to that new service, which does not substitute and/or change the payment service(s) envisaged by the present agreement. Amendment of the agreement by the Bank in favor of the client does not require the consent of the client, any kind of approval by the latter and/or the sending of any notification to such client. The client may rely on any amendment made in favor of the client solely when the Bank officially and in a written form approves the relevant agreement modifications. The client, at any time, has the right to request information from the Bank on modifications to the agreement terms in their favor. Any change made in favor of the client, upon the decision of the Bank, shall be put into effect immediately or from the date determined by the Bank.

18.4 Any official communication between the parties shall be made in writing. The written form equals to the Bank's sending of a notification via internet bank and/or email. It is also possible to send notifications by means of SMS.

18.5 Receipt of the notification under the present agreement and/or agreement/covenant processed on its basis, other than directly envisaged cases, shall be deemed as delivered:

- 18.5.1 On the date of its receipt by the addressee, provided that acceptance of notification is confirmed by the addressee (including by means of electronic document, receipt, other means of notification, etc.);
- 18.5.2 If the receipt of the notification is not confirmed by the addressee, any such notification shall be deemed as duly sent and received by the addressee:
- 18.5.2.1 By means of courier or post when sending written notification – a. if the notification is sent by the Bank, within 3 calendar days after sending or on the delivery confirmation date (whichever occurs first), b. if the notification is sent by the client, on the banking day following the notification being registered at the bank chancellery.
- 18.5.2.2 When the Bank sends a notification by means of the internet bank, the notification shall be deemed as delivered within 3 days after the sending date, notwithstanding when the client actually sees the notification. The client is obliged, regularly, at least once a month, to check for notifications received via internet bank.
- 18.5.2.3 When sending via email, SMS and/or other electronic means – a. if the notification is sent by the Bank, on the second banking day after the sending date; b. if the notification is sent by the client, from the date of confirming receipt of notification by the Bank.
- 18.6 If notification is sent by the Bank, it shall be deemed as received in cases when the party sending the notification receives notification if the addressee does not reside at the indicated address/provided in the contact data, or if the addressee refuses to receive the notification or refuses to acknowledge its receipt.
- 18.7 The parties shall communicate via the address/contact data determined by the agreement and/or by the agreement/covenant processed on its basis or at any other address/contact data which is notified in writing by one party to another (including by email), as well as at any other address(es) of the client known to the Bank. The parties shall, in case of a change of addresses or any of their data, timely inform the other party, otherwise, communication made by the party via the indicated address (sending of notifications) shall be deemed as duly accomplished.
- 18.8 The numbering of the titles and phrases of the present agreement and/or agreement/covenant processed on its basis shall be conventional. The purpose of the numbering is to systematize the document and ensure its legibility, and this shall not affect the interpretation of the terms of the present agreement and/or the entire agreement. The terms used in singular tense shall imply those in plural tense and vice versa.
- 18.9 If any of the clauses of the agreement and/or agreement/covenant processed on its basis is invalidated, this shall not affect the validity of the remainder of the clauses of the agreement/covenant. Instead of an invalidated clause, that clause shall be used which will better ensure the achievement of the goal envisaged by the respective agreement.
- 18.10 The client is not entitled, without prior written consent from the Bank, to concede their contractual rights and/or obligations to (a) third person(s) fully or partially. This does not exclude the right of the Bank, at its own discretion, to accept the carrying out of liabilities envisaged by the agreement/covenant.
- 18.11 The Bank is authorized at any time to concede/assign the rights and/or liabilities determined by the present agreement and/or by the agreement/covenant processed on its basis to third persons at any time.
- 18.12 The terms of the present agreement and/or of the agreement/covenant processed on its basis are fully applicable to the legal successors/heirs of the parties.
- 18.13 While regulating those issues not envisaged by this agreement, the parties abide by the effective legislation of Georgia.
- 18.14 The terms of the present agreement shall prevail over any agreement and covenant previously processed between the parties on the same matter.
- 18.15 The present agreement is made in the English language, the terms of which are posted on the Bank's web page: [www.rebank.ge](http://www.rebank.ge). Upon request, the client shall receive a signed counterpart. The text of the present agreement in the Georgian language is also posted on the same bank web page. In case of a discrepancy

between the texts, the agreement executed in the Georgian language and its terms shall prevail over texts composed in any other languages.