

## General Agreement for Rendering Banking Services to Legal Entities \*

### 1. Definition of terms

- 1.1. 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, address of the head office: Georgia, Tbilisi, Vake district, Chavchavadze ave, N 37m. Email address – [info@pashabank.ge](mailto:info@pashabank.ge) web page address: [www.pashabank.ge](http://www.pashabank.ge), license N- decree N 27 of the Vice President of the National Bank, dated January 17, 2013;
- 1.1.2. **client** – person, whose name/title, other identification data and information are provided in the application and to the benefit of which the banking service is provided;
- 1.1.3. **party/parties** – bank and/or client and/or business 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/services** - provision of the banking service indicated in clause 2.2 of the present agreement/using bank products, individual terms of which are determined by the present agreement and/or other agreement processed/to be processed with the client;
- 1.1.6. **order** - any order/command exercised in the framework of the bank products (written and/or electronic and/or remote) which is assigned by the client to the bank;
- 1.1.7. **application** - application of the client to the bank in a form established by the bank (by means of the material document or remote banking service) 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. Consent/statement made by means of the remote banking service has the legal force equal to the material document;
- 1.1.8. **bank account (hereafter – “account”)** – unique means of accounting monetary resources opened at the bank to the client, which includes current and card accounts;
- 1.1.9. **single-currency bank account** – an account where the monetary resources are accounted in one particular currency;
- 1.1.10. **multi-currency account** – an account opened to the client where the monetary resources are accounted in several currencies separately and which represents a single account from the point of quantity;
- 1.1.11. **statement** – information on transaction(s) and balance(s) performed to the account;
- 1.1.12. **payment operation** - operation of placing, depositing, transferring or withdrawing monetary resources initiated by the client or the recipient;
- 1.1.13. **payment order** – order issued by the client or the recipient to the bank to exercise the payment operation;
- 1.1.14. **non-accepted debiting of amounts** – debiting amounts from the bank account of the client without consent (permit) of the client;
- 1.1.15. **bank card (hereafter – “card”)** - payment instrument produced by the bank to the client which is the ownership of the bank and is designated for exercising various banking operations by the client;
- 1.1.16. **business card** - a bank card, by means of which the card holder disposes client’s funds from the client’s account and performs operations permitted by the legislation. The card has the name and family name of the holder, it may also reflect the company name. Also, the name and the family name of the card holder is recorded in the magnetic tape of the card and/or in the microchip;
- 1.1.17. **pin code** – personal, confidential code enclosed with the card, which together with the card represents the electronic identifier of the card holder (client’s four digit identification code);
- 1.1.18. **stop-list** – international or local list of cards, by which performance of the payment operations are not permitted and the special regime of servicing is applied;
- 1.1.19. **authorization** – consent of the client to exercise the payment operation, unless otherwise envisaged by Georgian legislation;
- 1.1.20. **payment instrument** – technical means and/or integrity of procedures agreed between the bank and the client, by means of which the client initiates the payment order;

- 1.1.21. **Direct debit / standing order** – regular payments / transfers from the client’s accounts by the bank on the basis of the client’s payment order;
- 1.1.22. **remote banking service** – relation between the client and the bank without visiting the bank, using telephone, internet bank and/or other communication media, among them email, short text message (hereafter -SMS service), ATM, express payment apparatus;
- 1.1.23. **Internet Banking** - service which allows to exercise various transactions posted by the bank at the special web page of the bank [www.pashaonline.ge](http://www.pashaonline.ge) (without visiting the bank) by the client, according to the regulations established by the bank;
- 1.1.24. **Digipass** – device which is given to the client and which generates single codes, which on the other hand is used at the internet banking for authorizations and operations;
- 1.1.25. **electronic payment certificate** – electronic certificate created by the client and/or bank which represents the basis of performing operation to the account of the client;
- 1.1.26. **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;
- 1.1.27. **special rate (hereafter – spec. rate)** – the rate, individually established for the particular client for purchasing and selling the foreign currency, established by the bank based on the official exchange rate of the National Bank of Georgia and bank`s commercial rate;
- 1.1.28. **conversion** – purchasing one currency as a substitute of another;
- 1.1.29. **commission fee** – payment, service fee established by the bank to the client for using any bank product, the amount and payment terms of which are determined by the present and/or particular bank product agreement;
- 1.1.30. **FATCA** – foreign account tax conformity act;
- 1.1.31. **provider** – company providing utility, communication or other types of services;
- 1.1.32. **banking day** – day (other than Saturday, Sunday or official holidays established by the legislation) during which the bank is open and performs regular activities;
- 1.1.33. **opeational day** – time span of banking day from the commencement of the banking day until 16:00 of the same day.
- 1.1.34. **Nominee Ownership Account** – a nominee ownership joint account or a nominee ownership segregated account.
- 1.1.35. **Nominee Ownership Joint Account** – means a bank account opened by the bank at the request of a client, on which the nominee account holder's clients' monetary funds are jointly recorded and managed.
- 1.1.36. **Nominee Ownership Segregated Account** – means a bank account opened by the bank at the request of a client, on which the nominee account holder's single client's monetary funds are separately recorded and managed from other clients' funds.
- 1.1.37. **Nominee Ownership Account Holder** – means the bank's client, who acts in its own name and manages the nominee account opened by the bank in accordance with the interests of its one or more clients. This person is responsible for managing the financial assets within the nominee account and fulfilling the obligations defined by the law.

## 2. Subject of the Agreement

- 2.1. The present agreement determines general terms which regulate the responsibilities and rights-obligations of the parties in the process of using bank products/services by the client;
- 2.2. The present agreement provides the following general terms of using bank products/services:
  - 2.2.1. Bank account services;
  - 2.2.2. Business Card services;
  - 2.2.3. Internet Banking/Mobile Banking;
  - 2.2.4. Telephone services;
  - 2.2.5. SMS services;
  - 2.2.6. Direct debit/Standing Order;
  - 2.2.7. Deposit;
  - 2.2.8. Payroll project.
  - 2.2.9. E-mail Banking service;

- 2.3. For receiving particular services/products outlined in the present agreement the client addresses the bank with respective written application (or uses other form determined by the present agreement) by which it confirms that is familiar with all details of the present agreement, agrees and accepts them. In the event the client does not use any of the bank products/services, relevant clause(s) of the indicated product/service shall not be applicable to the client. Relevant terms shall be exercised upon granting the right to use particular bank products/services;
- 2.4. After reviewing the application of the client the bank decides whether to provide relevant service to the client or not;
- 2.5. The Bank is authorized to refuse to provide a service to a client without providing grounds for the refusal (unless it is otherwise established by effective legislation);
- 2.6. The bank is authorized to request submission of the additional information and/or documents from the client for the purpose to make a decision. Filling the application by the client, also submission of the 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. After adoption of the decision envisaged by clause 2.4 of the present agreement, the parties, upon the request of the bank, may process other supplementary agreements/covenants which shall be the inseparable part of this agreement and which shall determine individual terms of the particular bank product/service as well as additional rights and obligations of the parties;
- 2.8. 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 inseparable part of the present agreement. In case of discrepancy (discrepancy implies mutually exclusive provisions and does not mean those complementing each other) between the present agreement and 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 agreement/covenant.
- 2.10. Approval/application issued by the client/authorized representative by means of remote bank service on bank product/service and/or agreement/covenant terms, also the order issued to the bank through the remote media, is equaled to the signature of the client to the relevant agreement/covenant/order and such statement/agreement/covenant/order shall be deemed as legally binding as of the moment of receiving approval from the client/authorized representative via remote bank services by the bank. Furthermore, the client acknowledges that the bank may need to make several operations to perform the order of the client received via remote banking service on which the client expresses the prior consent.
- 2.11. The bank and the client are authorized to process 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, address of which is Tbilisi, Georgia, Sanapiro Str. N2, and also, 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.

### **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 operation 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 at the web page of the bank [www.pashabank.ge](http://www.pashabank.ge) and represents inseparable part of the present agreement. Furthermore, the client is obliged, prior to exercising banking operation, to become familiar with the tariffs established for relevant operations/services at the branches/service centers of the bank and/or at the web-page. In the event of suspension or termination of the operation by the bank upon the request of the client, also, in case of 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 regulations set forth in the present agreement.

#### **4. Providing Bank Account Services**

##### **4.1. Opening the Bank Account**

- 4.1.1. For performing the banking operations determined by the present agreement and for use of bank products, the bank opens the account(s) to the client. The latter may use one or several bank accounts.
- 4.1.2. The accounts are opened on the basis of submission of the application and document(s) by the client as established by the legislation and requested by the bank, for authenticity of which the client is responsible. Furthermore, the bank is entitled to request additional information at any time. Submission of the additional information does not generate the obligation of the bank to open an account to the client and to provide relevant service.
- 4.1.3. Consistent with the regulations and procedures established by the bank, account(s) may be opened on the basis of remotely processed application, in case the client already has an account at the bank.
- 4.1.4. In case of opening an account in the foreign currency, the current account in GEL is opened to the client if the latter does not have an account in the national currency.
- 4.1.5. The bank is entitled, to accrue interest to the amounts placed at the current account(s) of the client opened at the bank, at the amount determined by the bank at the 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. Furthermore, the bank is authorized, at any time, at its discretion to change (increase/decrease) or revoke the interest amount, on which the client shall be additionally informed by means of internet banking and/or email.

##### **4.2. Processing Payments and Other Operations to the Account**

- 4.2.1. Monetary resources may be placed to the account of the client via non-cash and cash payments.
- 4.2.2. Write-off of monetary resources from the account(s) by the bank, as a rule, is exercised upon consent, permit, 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 the client or transfer of amount(s) from the client's account is effected by the bank no later than on the following banking day after receiving relevant order and/or during the term envisaged by the legislation.
- 4.2.4. The time of receiving the payment order is the moment when the bank receives the payment order despite whether it is initiated by the client or the recipient.
- 4.2.5. After the operational day ends, payment orders received by the bank from the client shall be considered as received on the following banking day which does not represent the constraint to the bank to perform payment order on the day of its submission.
- 4.2.6. Partial execution of the payment order is not acceptable.
- 4.2.7. For the purpose to perform payment operation, expression of consent by the client is required, which means signing the payment order by the client or expression of consent by means of the remote banking service (giving the order to perform bank operation to the bank through the internet bank and/or other means or performance of respective operation by the client is deemed as the payment order). By expressing the approval of the respective payment order, the client confirms the accuracy of the data provided in the payment order and full compliance of the order issued to the bank with his/her 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 in case the transfer has not been effected yet (which means write-off of the amount from the account of the client) and this does not contradict to the commitment for which it has been issued or to Georgian legislation.
- 4.2.9. The client is informed that in case 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 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 order and/or refuse to perform the 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 at the account for performance of the order, including commission fee, is not sufficient to perform the order and/or the amount indicated in the order exceeds the limits established by the bank. Furthermore, the parties agree that the bank is authorized to perform the payment order initiated by the client within the limits of permitted overdraft, in case there is relevant balance available;
- 4.2.11.5. The bank suspects about the attempt of performing illegitimate transaction;
- 4.2.11.6. Funds existing on 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.** 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.** Payment order, for the purpose of its due performance, should include requisites determined by Georgian legislation. Furthermore, 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 the 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 perform the credit liabilities or arrears owed to the bank. Furthermore, the client acknowledges that the bank is not obliged to write-off amounts without the order of the client for the purpose to cover 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. In occasions envisaged by the effective legislation and/or agreement, covenant and/or other document processed between the client and the bank (for example: bail, collection order);
  - 4.2.14.5. In case of the collection order, for the purpose to cover the collection order, the bank is obliged, in case there is no sufficient amount of collection order currency on the account, without consent of 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 by the date of payment. Commission fee for performance of the collection order (transfer commission fee, conversion 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 overdraft and/or the credit card, public law restriction shall apply to the amount which is placed at 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 at 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 non-accepted write-off of the cost of conversion (if any) service from the account of the client.
- 4.2.17.** Cash deposit or withdrawal transaction from the account is effected by means of the incoming/outgoing cash order.
- 4.2.18.** When exchanging the currency, it is possible to purchase one currency with the other from the current account, provided that there is sufficient amount necessary for performing such transaction at the current account.
- 4.2.19.** Currency shall be exchanged at the commercial or special rate established by the bank by the time of currency Exchange.
- 4.2.20.** Client may obtain the information on currency exchange rates at the web page of the bank [www.pashabank.ge](http://www.pashabank.ge).

#### **4<sup>1</sup>. Nominee Ownership Account**

- 4<sup>1</sup>.1.** The bank may open a nominee ownership joint account and/or a nominee ownership segregated account (hereinafter - a nominee ownership account) for a client, based on the client's request and in accordance with Georgian legislation. The account can be opened in the form of a current and/or deposit account.
- 4<sup>1</sup>.2.** Only the client's funds, which the nominee account holder possesses and manages in accordance with Georgian legislation, can be placed in and/or transferred from the nominee ownership account, separately from their own funds.

- 4<sup>1.3</sup>. At the bank's request, the nominee account holder is obliged to provide the bank with information about its clients and/or their beneficial owners in accordance with the bank's requirements.
- 4<sup>1.4</sup>. The nominee account holder is obliged to ensure the processing of information (including personal data) about its clients and beneficial owners in accordance with the applicable laws and regulations (including the requirements of the Personal Data Protection Law). The nominee account holder must take appropriate security measures to protect such data from unauthorized access, use, alteration, or destruction. The provision of information about the nominee account holder's clients and/or their beneficial owners (including personal data) to the bank must be carried out in full compliance with the requirements of the Personal Data Protection Law. The bank is exempt from any responsibility and/or obligation to compensate for damages caused by the nominee account holder's violation of the requirements of the Personal Data Protection Law. In addition, the nominee account holder is obliged to compensate the bank for any damage/loss caused by the nominee account holder's violation of the requirements of the Personal Data Protection Law.
- 4<sup>1.5</sup>. The nominee account holder is responsible for the content and purpose of the transactions carried out on the nominee ownership account.
- 4<sup>1.6</sup>. It is prohibited to manage the funds in the nominee ownership account directly based on the instructions provided by the nominee account holder's client.
- 4<sup>1.7</sup>. The nominee ownership account may be transferred to another person based on the decision of an authorized body provided for by Georgian legislation.
- 4<sup>1.8</sup>. The nominee account holder is obliged to comply with the terms of this agreement and the requirements of applicable local and international laws, subordinate acts, regulations, international agreements, orders, and instructions of the National Bank of Georgia. If the nominee account holder does not properly fulfill or violates the requirements of the agreement or applicable legislation, it is obliged to fully compensate the bank for any direct and/or indirect damage/loss (including sanctions and/or fines) caused by improper performance, non-performance, or violation of the requirements of the agreement and/or applicable legislation.
- 4<sup>1.9</sup>. The standard tariffs set by the bank apply to the nominee ownership account.

## **5. Providing Business Card Services**

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

- 5.1.1. Business card service means exercising banking operations by means of the VISA or Mastercard (hereafter – “the card”) issued by the bank by the person nominated in writing by the client holding card account (hereafter referred as the “card holder”);
- 5.1.2. For processing card operations the bank shall open relevant card account(s). Existence of several cards to one card account is allowed.
- 5.1.3. The bank produces the card on the basis of the respective application filled out by the client and submits to the client for use together with the personal identification code (pin – code) (pin codes are delivered in the sealed envelope or via SMS).
- 5.1.3<sup>1</sup> The Transactions admitted to be performed by the Card, within the terms established by the corresponding payment system, can be online authorized transactions (operation when the authorization of the transaction is held locally, by receiving confirmation from the issuing bank), transactions with offline authorisation (operation which is authorized without confirmation of issuing bank and in case of which overspending can take place on the account), automatically Repeated (Recurrent) transactions (periodic payment of the service or/and good’s fee, when the Card payment order of the mentioned fee is initiated by the seller/service provider based on a preliminary consent of the Card holder).
- 5.1.4. The international payment system regulations and terms stipulated by Georgian legislation and the present agreement are applicable to the card servicing.
- 5.1.5. In the event the card holder does not accept the card during 3 (three) months after the card is produced, such card is subject to destruction. Commission fee paid for producing or servicing the card (if any) shall not be reimbursed to the card holder.

- 5.1.6.** Card usage period shall be determined according to the term indicated on the card. Effective term of the card expires after the last day of the relevant month of the year indicated on the card expires.
- 5.1.7.** Card holder (person nominated by the client (an account holder) is the person to whom the card is issued. 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.
- 5.1.8.** Client shall introduce to the card holder the terms of the present agreement. Furthermore, the client is responsible for the liabilities generated to the bank as a result of use of the card.
- 5.1.9.** Client authorizes the bank, to issue information on its own account(s) to the card holder(s), also other information which is required for respective usage of the card(s).
- 5.1.10.** Obtaining certain type of bank service/information by means of the card may be restricted for the card holder. Information on restriction(s) shall be provided to the card holder from the bank upon request.
- 5.1.11.** Client/card holder is authorized to use that amount of money which is entered/transferred to the account. The annual/monthly service commission fee is deducted from the amount, in case of over-spending the amount – related interest and penalty (if any) are deducted respectively.
- 5.1.12.** Disposal of amounts accrued at the card account is possible within the limits established by the bank.
- 5.1.13.** Information on the balance(s) existing on the card account/accounts is indicated in the main system of the bank in each currency linked to the card, also 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/card holder shall:
- 5.2.1.1. Check SMS by the moment of issuance of the card by which it is possible to receive a pin code or check the intactness of the envelope in which the pin code is placed;
- 5.2.1.2. Regularly become familiar and abide by card usage and security regulations developed by the bank, also not allow assignment (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 cost of VISA and Mastercard (if any);
- 5.2.1.4. For using the card, pay bank any commission fee related to card servicing (producing, renewal, including in the international stop-list etc.) and processing card transactions, consistent with the tariffs established by the bank and/or international payment systems;
- 5.2.1.5. Perform operations at the card account only within the limits of the available balance. The bank shall impose penalty on intentionally or erroneously overspent amount in excess of the available balance according to the tariffs established by the bank for each day of using surcharge amount;
- 5.2.1.6. Promptly repay surcharged amount;
- 5.2.1.7. Promptly notify the bank if the card is lost;
- 5.2.1.8. Shall process card payment transaction in the internet only through the web pages having secure payment certifications (web pages where MasterCard Secure Code or Verified by VISA logos are depicted, allowing for making payment with 3D security code). The bank shall bear no responsibility for the transactions of the client made at the web-pages having no secure payment certifications..
- 5.2.2.** The client is authorized to:
- 5.2.2.1. At any time obtain information on transactions held at the card account and request statements reflecting such transactions. The client is authorized to become familiar with the transactions made at the card accounts in the internet banking and/or address JSC “Pasha Bank Georgia” telephone services center – contact center and/or any branch of the bank to obtain such information. Card transactions statements shall be issued in a form requested by the client in the timelines established by the bank, however no later than 2 (two) banking days after the request of the client has been made. The bank is entitled to establish the commission for issuing the transaction statement made for the card account. Submit 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 emitted by the bank are equipped with non-contact technology;

- 5.2.3.2. Throughout the territory of Georgia, non-contact card transaction without pin code is permitted in the amount of 100 (one hundred) GEL. Furthermore, the bank does not bear responsibility and does not accept the claim of the client for non-contact transaction(s) performed with the card account of such client up to 100 GEL amount throughout Georgia (despite the number of such transactions performed with the card);
- 5.2.3.2<sup>1</sup> Shall duly keep the card and not allow third persons to use card and/or card data. Also, shall not assign the card to third parties for settlement purposes in the public trading facilities and request POS terminal for making settlement.
- 5.2.3.3. The bank shall bear no responsibility for:
- 5.2.3.3.1. The disputable situation arisen between the card holder and the service object;
- 5.2.3.3.2. The unsanctioned use of the card as a result of the facts attributed to the client/card holder. Among them for such transactions which have been performed with the lost/stolen card, provided that the card holder did not ensure to block lost/stolen card in a timely manner.
- 5.2.3.4. Card transactions made at JSC “Pasha Bank Georgia” network are reflected in the card accounts by the day of making transaction or at the following day. Card transactions made in the other banks’ networks are reflected in the card account in no later than 30 (thirty) days after making transactions.
- 5.3. Debiting and conversion of amounts during card operations**
- 5.3.1.** If the currency of the transaction amount is the same as any of the currency at 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 is no sufficient amount at the GEL account, for the purpose to fill the account, transaction amount shall be converted from USD account, in case there is no sufficient balance on the USD account – from 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 made in USD and there is no sufficient amount at the USD account, for the purpose to fill the account, transaction amount shall be converted from GEL account, in case there is no sufficient balance at the GEL account - from 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 is no sufficient amount at EURO account, for the purpose to fill the account, transaction amount shall be converted from GEL account, in case there is no sufficient balance at the GEL account - from 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 none of the currencies (USD, EUR, GEL) of the account, the amount shall be deducted from USD account. If there is no sufficient amount at USD account, for the purpose to fill the account, transaction amount shall be converted first from GEL account and then from 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 also within the limits of approved overdraft (if any) and only after such limit is exhausted, relevant amount shall be searched at the other currency account
- 5.4. Submitting Claims**
- 5.4.1.** The client is entitled to appeal the payment transactions from his/her card account and other inaccuracies within 75 (seventy five) or 120 (one hundred and twenty) calendar days after performing payment operation, consistent with the payment system regulations. After expiry of the indicated term, the transaction shall be deemed as approved by the client and the claims for returning the amount shall not be accepted. Furthermore, appealing any transaction by the client does not imply unconditional obligation of the bank to reimburse the client the damage incurred as a result of the indicated transactions. Each occasion of appealing operations by the client shall be reviewed individually taking into consideration regulations established by the respective payment system and the legislation of Georgia.
- 5.4.1<sup>1</sup> The claimant (client) may submit verbal, written and/or electronic claim regarding the transactions held at the card account using card instrument. When submitting verbal and/or electronic claim, if requested by the bank, the client shall additionally submit the claim in written/material form, within one banking day after receiving the claim. For verbal claim the client may address JSC “Pasha Bank Georgia” telephone service center – contact center (+995 322) 265



000. Standard written form of the claim is available at the bank branches and service centers. Claim can be submitted electronically through internet banking or the bank's web page ([www.pashabank.ge](http://www.pashabank.ge)). Maximum term for review of the claim submitted by the client shall be no later than 15 (fifteen) working days after the claimant's submission and his/her identification. Furthermore, if due to extraordinary and objective circumstances not attributed to the bank the claim cannot be reviewed in 15 (fifteen) working days and decision is not made, the bank shall notify the client the substantiated reason of delay and the timelines of claim hearing and resolution. In case of extraordinary and objective circumstances the term of claim resolution and notification to the client shall not exceed 35 (thirtyfive) working days after acceptance of the claim.

5.4.1<sup>2</sup> Commensurate with the regulation set forth in clause 5.4.1<sup>1</sup> of the present agreement, the department of plastic cards and Customer Experience Management Department of JSC "Pasha Bank Georgia" shall review claims. The client shall be notified on the decision regarding the claim promptly in writing or electronically (as agreed with the client). Information regarding claim hearing process can be obtained at any branch/service centers and/or by means of remote channels. Communication between the client and the bank regarding the claim shall be held at the following email address: [customercare@pashabank.ge](mailto:customercare@pashabank.ge).

5.4.1<sup>3</sup> Commensurate with the regulation set forth by clause 5.4.1<sup>1</sup> of the present agreement, when submitting the claim, the client shall provide the bank exhaustive information regarding the subject card transaction – including volume of transaction, currency, time and location, also shall provide all documents (if any) which are related to the claimed card transaction and which may affect adoption of the decision by the bank.

**5.4.2.** The client is committed, in case of request by the bank, to pay additional cost for investigation of the problem established by the bank in the payment system.

**5.4.3.** In case of positive resolution of the appealed amount, such amount shall be reflected on the card account of the client in no less than in 45 days and no later than 90 days after submitting a claim.

## **5.5. Suspension and Termination of the Card Validity**

**5.5.1.** The bank is entitled to block both business card and/or card account and/or suspend payment operations in the event:

5.5.1.1. The client provided inaccurate information in the application;

5.5.1.2. There is a doubt that non-sanctioned and/or illegitimate transaction is occurring and/or has occurred using a card or at the card account;

5.5.1.3. It was disclosed that illegitimate transactions had been performed with the card. Also the information evidencing illegitimate use of the card has been received from the international payment system;

5.5.1.4. The scope of the operation exceeds the money withdrawal or settlement limits established for the client's card or the operation contradicts to 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 PIN code incorrectly in the ATM 3 times the card is automatically blocked due to expiration of daily limit of attempting to enter PIN code.

**5.5.3.** The card can be suspended in case the card holder wishes or if the card is lost or stolen. The card holder shall, in the event of loss or stealing of a card/card data, mobile, accessories or obtaining information on unauthorized transaction, loss of the card or stealing, immediately notify the bank in writing or by telephone (+995 322) 265 000. On the other hand, the bank is obliged to ensure suspension of the card, by entering the card data, with the respective method determined by the card holder:

a. In the local stop-list which shall allow blocking of the card in maximum 1 (one) banking day only for the transactions authorized by the bank;

b. In the international stop list, which shall allow blocking of the card in the international payment system within maximum 14 (fourteen) banking days.

**5.5.4.** In case of notifying the bank about the card suspension by means of the telephone, the client is obliged, no later than the following banking day, to submit written application to the bank or by means of the internet bank submit an application on losing/stealing the card by indicating relevant type of the 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 entering the card in the stop-list referred to in the application. The card holder is obliged to pay the commission fee for entering the card in the international stop-list.
- 5.5.6. For any transaction performed prior to exercising action set forth in clause 5.5.3 of the present agreement, the client shall bear responsibility.
- 5.5.7. The bank is authorized to close the card account:
  - 5.5.7.1. In case 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<sup>1</sup>. Digital wallet and digital card services**

### **5<sup>1.1</sup> Apple Wallet**

- 5<sup>1.1.1</sup> The present chapter regulates rules and terms on adding cards emitted by the bank to Apple Wallet and terms on making settlements with the added cards by the client and/or by the additional cardholder;
- 5<sup>1.1.2</sup> **Terms used in the present chapter shall have the following meanings:**
  - 5<sup>1.1.2.1</sup> **Apple** – legal entity registered in the USA (Apple Inc. [www.apple.com](http://www.apple.com)) which manufactures and sells various electronic devices by means of which, the client/additional card holder has the capability to use Apple Wallet and make settlements with the card.
  - 5<sup>1.1.2.2</sup> **Apple Pay /Apple Wallet / electronic wallet** – mobile/digital payment system/service/application created by Apple and integrated in Apple devices. Apple Pay/Apple Wallet, using the added cards, allows the customer to make contactless payments or withdraw cash from ATM.
  - 5<sup>1.1.2.3</sup> **Apple device/device** – devices manufactured by Apple - iPhone, Apple Watch, iPad, MacBook and/or any other device, in which Apple Pay/Apple Wallet is integrated.
  - 5<sup>1.1.2.4</sup> **Authentication** – process, which requires using the authentication data for the purposes of making payments/transactions by the added card in the Apple Wallet.
  - 5<sup>1.1.2.5</sup> **Authentication data** – fingerprint of the client (Touch ID), face ID or Passcode, one of which should be used for using Apple Wallet while making transactions and have to be entered by the client or the additional card holder prior to each transaction. Client/additional card holder acknowledges that the bank does not have access to such data, furthermore, entering/using authentication data by the client or additional card holder is deemed as confirmation of the payment transaction. Those data which are added to the device as the authentication data but do not belong to the client or to the additional card holder are assumed as payment transaction confirmation too (among them payment by the client/additional card holder or withdrawal).
- 5<sup>1.1.3</sup> **Terms on adding cards to the Apple Wallet**
  - 5<sup>1.1.3.1</sup> The client or the additional card holder is authorized to include/add his/her card to its own Apple device, provided that:
    - 5<sup>1.1.3.1.1</sup> The client or additional card holder is identified by the bank in a due manner;
    - 5<sup>1.1.3.1.2</sup> There is no restriction to the card and/or card account that is being added to Apple Wallet, which excludes possibility on making payments with the electronic wallet and/or cash withdrawal;
  - 5<sup>1.1.3.2</sup> When adding card to the Apple Wallet, the client or additional card holder undergoes verification, which can be done through one of the following methods, in particular:
    - 5<sup>1.1.3.2.1</sup> Card may be added to the Apple Wallet by using one time verification code, which is sent to the client or additional cardholder to their registered mobile number and by filling such code in the system while adding the card to the Apple Wallet.
    - 5<sup>1.1.3.2.2</sup> Card may be added to the Apple Wallet with help of the Contact Centre, but only in case if the client/additional cardholder is properly verified as per terms established.
  - 5<sup>1.1.3.3</sup> After the client/additional card holder successfully adds card/additional card to the Apple Wallet – he/she will be authorized to make transactions using card accounts. Both, contactless payments and cash withdrawal is permitted using card added to Apple Wallet, in particular:

- 5<sup>1</sup>.1.3.3.1 Contactless payments can be made using one of the authentication data and by placing the Apple device close to the contactless payment terminal. Contactless payment using authentication data is possible through applications and web pages with Apple Pay logo as well. In addition, the client understands that when making settlements through Apple Wallet, card pin code is not required.
- 5<sup>1</sup>.1.3.3.2 By using Apple Wallet and one of the authentication data, it is possible to withdraw cash by placing Apple device close to the ATM (if the ATM has contactless connection system) and by entering card's pin code.
- 5<sup>1</sup>.1.3.4 It is possible to add several cards to one device, also it is possible to add the same card in the various devices. Furthermore, the client/additional card holder acknowledges that the bank and/or the Apple, are authorized to restrict the number of cards to be added to single device, as well as the number of devices, to which one and the same card can be added. The client/additional card holder may become familiar with the restrictions imposed by the Apple at the web page [www.apple.com](http://www.apple.com), information on restrictions imposed by the bank are available at the bank's web page – [www.pashabank.ge](http://www.pashabank.ge) or at the bank's contact center number (+995 322) 265 000.
- 5<sup>1</sup>.1.3.5 The client acknowledges that he/she can delete the card from Apple Wallet at any time. Also, it is possible to block the card added to Apple Wallet without blocking the card itself (without blocking the possibility of payment out of the scope of Apple Wallet), for which, the client may address the Bank's branches and/or call bank's contact center number (+995 322) 265 000.
- 5<sup>1</sup>.1.3.6 The client acknowledges that only the information about transactions made through the Apple Wallet are available in the Apple Wallet. Furthermore, while using Apple Wallet the client may not see remaining balances on the proper accounts or full information on transactions made using his/her card. Detailed information regarding the transactions is available at the mobile bank and internet banking (address: [www.pashaonline.ge](http://www.pashaonline.ge)), for receiving statement, the client may address bank branches and/or call the Bank's Contact Center at number (+995 322) 265 000.
- 5<sup>1</sup>.1.3.7 The client acknowledges that he/she may receive notifications on transactions made through the Apple Wallet from the Apple Wallet (push notifications) as well as from the Bank.

#### **5<sup>1</sup>.1.4 Rights and Obligations of the Parties**

- 5<sup>1</sup>.1.4.1 Client/additional card holder must regularly become familiar and observe terms on use and safety of Apple Wallet developed by the Bank and Apple do not share device passcode with the third parties and/or add data of third parties to the device as an authentication data and in such case, must promptly delete added data and/or change the passcode/password. For the purposes of this clause, the client and the additional card holder additionally acknowledge that any third party will be able to make payments through their Apple Wallet if such person has the access to Apple device, has the passcode and/or his/her data (Touch ID/Face ID) are added to the device as authentication data. Sharing passcode/password with the third parties and/or adding third parties' data as authentication data – may be detrimental to the card holder.
- 5<sup>1</sup>.1.4.2 When adding a card to the Apple Wallet, the client/additional card holder must ensure that:
- 5<sup>1</sup>.1.4.2.1 Card use is only possible by using authentication data of the card holder himself/herself (the person to whom the card is registered at the bank);
- 5<sup>1</sup>.1.4.2.2 Device is available only for the card holder;
- 5<sup>1</sup>.1.4.2.3 Password (passcode) which allows access to device and making further settlements with the electronic wallet:
- 5<sup>1</sup>.1.4.2.3.1 Is not shared and/or otherwise become available in any form to the third parties;
- 5<sup>1</sup>.1.4.2.3.2 Is stored confidentially;
- 5<sup>1</sup>.1.4.2.3.3 A complex password is used, which is impossible to detect or is not easily detected and/or guessed;
- 5<sup>1</sup>.1.4.2.4 Device is not left unattended and/or unlocked;
- 5<sup>1</sup>.1.4.3 The client/additional card holder must:
- 5<sup>1</sup>.1.4.3.1 Promptly notify the bank on loss/theft of Apple device(s);
- 5<sup>1</sup>.1.4.3.2 Promptly notify the bank on doubt if the customer believes that his/her device and/or card data entered in the electronic devices have been compromised by unauthorized person.
- 5<sup>1</sup>.1.4.3.3 Promptly notify the bank on unexpected termination in the Apple device servicing which raises doubts;

- 5<sup>1</sup>.1.4.3.4 Delete the card from Apple Wallet and card associated data, if transferring ownership on the device in which the card is added to the third parties or transferring only for temporary use
- 5<sup>1</sup>.1.4.4 Based on the information received from the client/ requested by the client and/or at own discretion (following banks' regulations and procedures) consistent with the card servicing regulations stipulated by the present agreement and the requirements envisaged by the present clause, the bank is authorized/obliged to block the card, additional card, card account and/or restrict the opportunity of making payments with the card added to Apple Wallet, if:
- 5<sup>1</sup>.1.4.4.1 The bank has a reasonable doubt regarding fraud, the request of the client is submitted and/or the client has notified the bank on one of the circumstances outlined in clause 5<sup>1</sup>.1.4.3;
- 5<sup>1</sup>.1.4.4.2 The client/additional card holder, when using Apple Wallet, breaches any of the terms established by the Apple regulations and the present agreement;
- 5<sup>1</sup>.1.4.4.3 The card/additional card and/or card account is blocked, validity of card/additional card is suspended and/or their effective term expires;
- 5<sup>1</sup>.1.4.4.4 Request of the Apple and/or respective payment system is submitted;
- 5<sup>1</sup>.1.4.4.5 Agreement between the bank and Apple is terminated regarding the electronic wallet servicing;
- 5<sup>1</sup>.1.4.4.6 Other circumstances envisaged by the legislation occur;
- 5<sup>1</sup>.1.5 Collection of information and security**
- 5<sup>1</sup>.1.5.1 Client acknowledges and confirms that the bank is authorized to share to Apple client's/additional card holder's personal information stored at the bank to the extent necessary for proper use of Apple Wallet, provided that, the confidentiality of shared information shall be observed.
- 5<sup>1</sup>.1.5.2 Client acknowledges and confirms that the bank is authorized to collect and process information associated with the client's device (including but not limited to used application, devices, device model, device's operative system, IP address and etc.) for the purposes of providing proper services (making settlements as established etc.), to protect the client/additional card holder from loss of data, fraud and/or any other risks. Also, for purposes mentioned and in a due capacity, the bank is authorized to exchange information with Apple, provided that the confidentiality of such information will be guaranteed.
- 5<sup>1</sup>.1.6 Other terms**
- 5<sup>1</sup>.1.6.1 Client acknowledges that the bank is not responsible for malfunctioning of Apple device and/or Apple Wallet and the liabilities of the bank are limited to providing respective information to Apple, unless the cause of above indicated malfunctioning is not attributed to the bank.
- 5<sup>1</sup>.1.6.2 The bank is not responsible for the damages/loss incurred to the client as a result of use of Apple Wallet, if it is caused by the unlawful actions of the client, breach of the terms of the present agreement and/or terms and conditions of the Apple.
- 5<sup>1</sup>.1.6.3 When making settlements with the card added to Apple Wallet – the bank may impose additional commission fee(s), furthermore, the client envisages that the service commission fee(s) may also be imposed by the client's mobile operators (SMS notification cost etc.) and/or by Apple itself, which are determined independently from the bank and the bank does not make decision in this regard.
- 5<sup>1</sup>.1.6.4 Client/additional card holder acknowledges that, consistent with the context, terms and conditions established by the present agreement on use of bank accounts (card account(s)) and cards are fully applicable to the transactions performed by the card added to the Apple Wallet and Apple Wallet transactions (among them cash withdrawal at ATM using Apple Wallet). In case of inconsistency with the terms set forth in the present chapter and the terms on use of bank accounts and cards, the terms established by the present chapter shall prevail.
- 5<sup>1</sup>.1.6.5 The client acknowledges that he/she has become familiar with terms and conditions, including terms on confidentiality set by the Apple at the web-page - <https://support.apple.com/apple-pay>.
- \* Apple and Apple Pay, also any other product of Apple, are registered trademarks of Apple in USA and in the other countries. Information on registered trademarks of Apple is available at web-page - <https://www.apple.com/legal/intellectual-property/trademark/appletmlist.html>.

## 5<sup>1</sup>.2. Services with Google Wallet

5<sup>1</sup>.2.1. This chapter regulates the terms and conditions of adding bank-issued cards to Google Wallet by the client and/or additional card holder and making payments with the added cards.

### 5<sup>1</sup>.2.2 **The terms used in this chapter have the following meaning:**

5<sup>1</sup>.2.2.1 **Google** - a legal entity registered in the United States of America (Google LLC, [www.google.com](http://www.google.com)), which provides technical support for various electronic devices and through which the client/additional cardholder has the opportunity to use Google Wallet and make card payments.

5<sup>1</sup>.2.2.2 **Google Pay /Google Wallet / Electronic Wallet** - a mobile/digital payment system/service/application developed by Google and integrated into Android devices. Google Pay / Google Wallet, using the cards added to it, allows the user to make contactless payments or withdraw money from an ATM (if the ATM supports contactless payment).

5<sup>1</sup>.2.2.3 **Google device/device** - devices manufactured by Google and/or any other device in which Google Pay/Google Wallet is integrated and/or can be recorded.

5<sup>1</sup>.2.2.4 **Authentication** - the process that requires the use of authentication data by the client in order to enable payment with the card added to Google Wallet.

5<sup>1</sup>.2.2.5 **Authentication data** - the customer's fingerprint (Touch ID), face image (Face ID) or passcode (Passcode), the use of one of which is necessary to carry out a transaction when using Google Wallet, and which the customer or additional cardholder is required to enter each Before making a transaction. The client/additional cardholder assumes that the bank does not have access to this data, and the entry/use of authentication data by the client or additional cardholder is considered as confirmation of the payment operation. Data added to the device as authentication data, but not belonging to the client or additional cardholder, are also considered as confirmation of a payment operation (including a payment or cashout operation by the client/additional cardholder).

### 5<sup>1</sup>.2.3 Terms and conditions for adding a card to Google Wallet

5<sup>1</sup>.2.3.1 The customer or additional card holder is entitled to activate/add his/her card to his/her own Google device and/or device that supports Google Pay/Google Wallet, provided that:

5<sup>1</sup>.2.3.1.1 The client or additional card holder is identified by the bank in a proper manner;

5<sup>1</sup>.2.3.1.2 there are no restrictions of any kind registered on the card and/or card account that is added to Google Wallet, which would prevent making payments and/or cashing out with the electronic wallet;

5<sup>1</sup>.2.3.2 When adding a card to Google Wallet, the customer or additional cardholder undergoes verification, which can be performed using one of the following methods, namely:

5<sup>1</sup>.2.3.2.1 The card can be added to the electronic wallet using a one-time verification code, which is provided to the client or additional card holder on the mobile phone number registered in the bank and which must be entered by the client or additional card holder when adding the card to the electronic wallet;5<sup>1</sup>.2.3.2.2 The card can be added to the electronic wallet with the help of the bank's contact center and only if the user passes the established verification procedure in a proper manner;

5<sup>1</sup>.2.3.3 Once the Customer/Add-on Cardholder has successfully added the Card/Add-on Card to Google Wallet - he/she will be authorized to conduct transactions using the Card Accounts. Using the card added to Google Wallet, it is possible to carry out contactless transactions, namely:

5<sup>1</sup>.2.3.3.1 Contactless payment can be made by using one of the authentication credentials and placing a Google device and/or a device that supports Google Pay/Google Wallet near the contactless payment terminal. Contactless payment using one of the authentication data can also be made in applications and websites that display the Google Pay logo. In addition, the Customer agrees that the card's PIN code will not be requested when paying with Google Wallet, unless the terminal configuration may require the use of a PIN code.

5<sup>1</sup>.2.3.3.2 Using Google Wallet and one of the authentication credentials, it is possible to withdraw money by placing a Google device and/or a device that supports Google Pay/Google Wallet with an ATM (if the ATM has contactless payment functionality ) and by entering the PIN code of the card.

5<sup>1</sup>.2.3.4 It is allowed to add several different cards to one device, and it is also allowed to add the same card to different devices. However, the Customer/Additional Cardholder acknowledges that both the Bank and Google have the right to limit the number of cards that can be added to a single device, as well as the number of devices to which the same card can be added. The client/additional card holder can learn about the restrictions imposed by Google and other necessary information on the website - <https://support.google.com/googlepay?hl=en#topic=12369512> , and information about the

restrictions imposed by the bank can be obtained On the bank's website - [www.rebank.ge](http://www.rebank.ge) or in the bank's contact center at (+995 32) 222 25 25.

5<sup>1</sup>.2.3.5 The Client acknowledges that it is possible to delete the Card from Google Wallet at any time. It is also possible to block the digital card (DPAN) added to Google Wallet, so that the physical card (FPAN) is not blocked (the ability to make payments outside of Google Wallet is not blocked), for which the client can apply to the bank branches and/or contact the bank's contact to the center at (+995 32) 222 25 25.

5<sup>1</sup>.2.3.6 The customer considers that in Google Wallet it is possible to receive information about transactions carried out with Google Wallet. However, when using Google Wallet, the client will not be able to see complete information about the transactions made with his card and the balances on the card accounts. The client can see detailed information about the transactions carried out in the mobile and internet bank (address - <https://www.pashaonline.ge/>), contact the bank's branches and/or contact the bank's contact center at (+995 32) 222 25 25 to get a statement.

5<sup>1</sup>.2.3.7 The customer considers that he may receive automatic notifications generated by Google Wallet itself (so-called push notifications), as well as notifications from the bank, about the transactions carried out with Google Wallet.

## **5<sup>1</sup>.2.4 Rights and Obligations of the Parties**

5<sup>1</sup>.2.4.1 The client/additional cardholder is obliged to regularly familiarize himself with and follow the rules for using Google Wallet developed by the bank and Google, as well as not to allow the passcode of the device to be transferred to third parties and/or to add third party data to the device as authentication data. and, if any, is obliged to immediately delete the added data and/or change the passcode/password. For purposes of this clause, the Customer and Additional Cardholder - further acknowledge that any third party will be able to make their Google Wallet payments if said person has access to a device that supports Google Pay/Google Wallet, a passcode is obtained and/or If its data (Touch ID/Face ID) is also added to the device as authentication data. Sharing the passcode/password to a third party and/or adding the third party's data as authentication data may harm the cardholder.

5<sup>1</sup>.2.4.2 When adding a Card to Google Wallet, the Customer/Additional Cardholder shall ensure that:

5<sup>1</sup>.2.4.2.1 when using the electronic wallet, payment should be possible only using the authentication data of the cardholder (the person in whose name the card is registered in the bank);

5<sup>1</sup>.2.4.2.2 the device is accessible only to the cardholder;

5<sup>1</sup>.2.4.2.3 The password (passcode) with which it is possible to access the device and subsequently pay with the electronic wallet:

5<sup>1</sup>.2.4.2.3.1 not to share and/or make it available to third parties in any other way;

5<sup>1</sup>.2.4.2.3.2 to keep confidential;

5<sup>1</sup>.2.4.2.3.3 must be complex, which will be difficult and/or impossible to guess and/or calculate;

5<sup>1</sup>.2.4.2.4 not to leave the device unattended, including not to leave it unlocked;

5<sup>1</sup>.2.4.3 The client/additional card holder is obliged to:

5<sup>1</sup>.2.4.3.1 immediately inform the Bank about the loss and/or theft of the Google device and/or the device that supports Google Pay/Google Wallet;

5<sup>1</sup>.2.4.3.2 to immediately inform the Bank about the occurrence of suspicion, if the user believes that an unauthorized person has accessed his device and/or the card data entered in the electronic device.

5<sup>1</sup>.2.4.3.3 immediately notify the Bank of any unexpected interruption in the service of the Google device, which may give rise to suspicion;

5<sup>1</sup>.2.4.3.4 to delete the card and card-related data from Google Wallet, if it gives third parties temporary use and/or ownership of the device in which such card is added.

5<sup>1</sup>.2.4.4 Based on the information received from the client/at the client's request and/or at its own discretion (in accordance with the bank's rules and procedures), in accordance with the rules established by this agreement on card services and the requirements stipulated in this clause, the bank is authorized/obliged to block the card, additional card, card account or /and limit the ability to pay with a card added to Google Wallet if:

5<sup>1</sup>.2.4.4.1 the Bank has a reasonable suspicion of fraud, the client's request has been submitted and/or the client has informed the Bank about one of the circumstances established by clause 5<sup>1</sup>.2.4.3;

5<sup>1</sup>.2.4.4.2 the customer/additional cardholder, while using Google Wallet, violates any of the requirements/conditions established by this Agreement and the rules defined by Google;

5<sup>1</sup>.2.4.4.3 the card/additional card and/or card account will be blocked, the operation of the card/additional card will be suspended and/or their validity period will expire;

- 5<sup>1.2.4.4.4</sup> a request to Google and/or the relevant payment system is submitted;
- 5<sup>1.2.4.4.5</sup> the agreement signed between the bank and Google on electronic wallet service will be terminated;
- 5<sup>1.2.4.4.6</sup> other cases defined by legislation will occur;

### **5<sup>1.2.5</sup> Information Collection and Security**

- 5<sup>1.2.5.1</sup> The client acknowledges and confirms that the bank is authorized to transfer to Google the personal information about the client/additional card holder stored in the bank to the extent necessary for proper use of Google Wallet, provided that the confidentiality of the transmitted information will be preserved (transmitted information may include - information about transactions, indicating the time, place, volume and other details, personal information of the user - name, surname and other identification data and other necessary information that is necessary to provide a full-fledged service). The Bank is also authorized to receive and process from Google the data to which access is necessary to provide a full-fledged service and to fulfill the requirements established by law (information acceptable to the Bank may include - technical data of the device, scope of access, contact information, location of Internet access, IP address and other information necessary for full use of Google Pay/Google Wallet).
- 5<sup>1.2.5.2</sup> The client considers and confirms that the bank is authorized to collect and process information related to the client's device (including but not limited to the used application, device, device model, device operating system, IP address, etc.) for the provision of full-value services (payments) due process and others), for the purpose of protecting the customer/additional cardholder from data loss, fraud and/or any other risks. Also, for the mentioned purposes and to the appropriate extent, the Bank is authorized to exchange information with Google, provided that the confidentiality of the information will be protected.

### **5<sup>1.2.6</sup> Other Terms**

- 5<sup>1.2.6.1</sup> The Client acknowledges that the Bank is not responsible for the improper functioning and/or malfunction of the Google device, the device that supports Google Pay/Google Wallet and/or Google Wallet, and the Bank's obligations are limited to the information relevant to Google. by delivery, if the said malfunction is not caused by the bank;
- 5<sup>1.2.6.2</sup> The Bank is not responsible for the damage/loss caused to the client using Google Wallet, if it is the result of the said client's unfair action, violation of the terms defined in this agreement and/or Google's terms and conditions.
- 5<sup>1.2.6.3</sup> When paying with a card added to Google Wallet - the bank may impose additional fee(s), however, the customer considers that the service fee(s) may be charged by the customer's mobile operators (cost of SMS messages or others) and/or by Google itself which are determined independently by the bank, and the bank does not make a decision in this regard.
- 5<sup>1.2.6.4</sup> The customer/additional cardholder acknowledges that, in accordance with the context, the card added to the Google e-wallet (card account(s)) and the transactions carried out with Google Wallet (including withdrawals using it at an ATM) are fully covered by the same agreement Established rules and conditions regarding bank account services and card services. In case of inconsistency between the rules established by this chapter and the rules of bank account and card services, the rules established by this chapter shall prevail.
- 5<sup>1.2.6.5</sup> The customer assumes that he is familiar with the terms and conditions established by Google, as well as the privacy protection conditions available on the web pages - [https://payments.google.com/payments/apis-secure/get\\_legal\\_document?ldo=0&ldt=privacynotice&ldl=en-GB](https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=privacynotice&ldl=en-GB).

\* Google and Google Pay, as well as any other Google products, are trademarks of GOOGLE Inc., registered in the US and other countries. See information about Google's registered trademarks on the website - <https://about.google/brand-resource-center/trademark-list/>.

## **6. Internet Banking/Mobile Banking Services**

### **6.1. Description of service**

- 6.1.1. Internet banking service means performing various types of bank operations and/or action(s) (among them acceptance/approval of various credit/deposit products) by the client remotely, without visiting the bank, using special internet page [www.pashaonline.ge](http://www.pashaonline.ge), consistent with the regulations/terms and requirements established by the bank. List of bank transactions and/or action(s) exercised by means of the internet banking and the performance regulations

are provided in the guidelines for using internet banking, posted at the official web page of the internet banking [www.pashaonline.ge](http://www.pashaonline.ge) and represent inseparable part of the present agreement.

- 6.1.2. For the purpose of using the internet banking, the client shall submit to the bank the application or relevant consent, along with the application on opening the account, to activate the internet banking service.
- 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, any application/request (on opening/closing the account and/or pre-paying the credit, cancelling registered service/products and/or making amendments thereto, receiving (approving) the bank product (among them 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 the paper and endorsed (made in writing and signed) by the person authorized for disposing the account.
- 6.1.4. The client is authorized, to register several persons as the additional user(s) of the internet banking, who shall be entitled to receive fully or partially the services envisaged by the present agreement. Furthermore, the bank is authorized to determine/restrict the list of operations to be performed by the additional user(s) in the internet banking and/or refuse the client to register the additional user.
- 6.1.5. The client shall be fully responsible for the operations performed by the additional user(s) in the internet banking.

## **6.2. Identification of the Client**

- 6.2.1. In case of registering as an internet banking user at the bank, the client shall be assigned the USERNAME for using the internet banking service, the 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. Client must, after receiving the identification data from the bank, log in the internet banking web page and change the password provided by the bank.
- 6.2.2. The client acknowledges that for the purpose to secure client's information and transactions, also for receiving/approving the bank product 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, request use of codes created (generated) by means of devices (Digipass etc.) issued by the bank to the client and/or other types of codes, without which the client will not be able to accept/approve offered bank product (among them credit/deposit).
- 6.2.3. 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 unilaterally restrictions to the active transactions of the client (transfers, conversions) and establish marginally acceptable parameters of such transactions (maximal amount of single transfer, maximal amount of totally transferred amount during particular period, maximal number of transfers, the necessity of approval of transactions of one user by another etc.)
- 6.3.1.4. Temporarily suspend and/or terminate the additional user(s) servicing right, if the client and/or additional user breaches the contractual term and/or the bank suspects that the client may fail to perform any of the imposed obligations.

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

- 6.3.2.1. Keep secure any information necessary for using internet bank, document or device, password and the username, also respective Digipass device (if any) and its password;
- 6.3.2.2. Not to disclose the password and/or username to the third person, not to store these data on 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 disclosing password, device or any other code (among them in case they are obtained by the 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 internet banking service;



- 6.3.2.4. Make sure 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 banking, prior to commencement of work, check the security certificate;
- 6.3.2.5. Upon completion of work in the internet banking, exit the program only by clicking the “exit” button;
- 6.3.2.6. Not to trust notifications received at email address, authors of which on behalf of the bank request provision/renewal of the personal and/or bank data.
- 6.3.3.** The client acknowledges that in case of disregarding/neglecting the safety measures determined by the bank by the client, the bank waives any responsibility for the inflicted result(s).
- 6.3.4.** Any kind of claim by the client regarding operations and services performed via internet banking shall be accepted according to the regulation stipulated by the legislation.
- 6.4.** In case of using internet banking service and in case of presence of the relevant device, the client is entitled to use mobile banking service, taking into account the regulations set forth by the present chapter and the restrictions established by the bank.

## **7. Telephone Services**

- 7.1.** Telephone servicing means, without visiting the bank, remotely, commensurate with the procedures and regulations established by the bank, using telephone communication, using various bank services by the client from the telephone number registered at the bank. In particular:
  - 7.1.1.** Obtaining bank information;
  - 7.1.2.** Obtaining information on 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.** Expressing will to receive, change and/or cancel various bank products (among them credit/deposit) (submission of the application to the bank);
  - 7.1.5.** Submission of the application (request) to produce a new card/renew, block/unblock the card;
  - 7.1.6.** Renewal/blocking of the internet banking password;
  - 7.1.7.** Submission of the application to receive back the amount charged by ATM;
  - 7.1.8.** Annulment of Pin Code tries and renewal of Pin Code;
- 7.2.** Telephone service is activated to the client upon opening the 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 its accounts, such client must notify the bank in writing or in other forms envisaged by this agreement (among them by notifying via contact center (telephone service center of the bank), by means of the internet banking).
- 7.3.** The client is entitled to make a call from any telephone number for the purpose to block the bank card and/or for obtaining any general bank information. Blocking the bank card shall be effected only after the client is identified.
- 7.4.** Under this agreement the client expresses consent that any telephone conversation with him/her (also any request/application on obtaining bank information, registration for using service center, amending registered data, receiving bank (among them credit/deposit) products and/or exercising the transaction) shall be recorded in the electronic data base of the bank and in case of dispute such record shall be used as a proof.
- 7.5.** The bank, for the purpose of identification of the client/authorized representative, 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 telephone service, also 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 the bank information of general nature. Upon each telephone communication with the bank (each time of receiving the telephone service) the client should undergo the identification procedure (give correct answers to the questions (pre-determined by the bank) asked by the contact center operator.
- 7.6.** The bank is authorized to refuse to provide telephone service to the person who fails pass the identification procedure.
- 7.7.** In the event the bank representative suspects that the third person other than the client is making attempt to obtain information or exercise the operation, the bank is authorized to refuse to perform the telephone order(s).

- 7.8. For the purpose to identify the client, the bank is entitled, at own discretion to establish additional mechanisms (requirements), in case of disregarding such mechanisms, the client will not be able to receive the service described in clause 7.1 of the present agreement, other than receiving the bank information of general nature.
- 7.9. The client issues the order to the bank and authorizes, while establishing telephone communication with the bank and after passing relevant identification/verification procedures to:
  - 7.9.1. provide to him/her information on his/her accounts;
  - 7.9.2. under the assignment of the client, to perform operations allowed by the bank within the limits of telephone service;
- 7.10. The client is authorized, at any time, to request from the bank to stop telephone calls for the purpose of providing service and/or offering product(s)and registering. For registering such request, the client should perform one of the below listed actions:
  - 7.10.1. Visit bank branch/service center;
  - 7.10.2. Register request at the contact center;
  - 7.10.3. Send notification to the bank via internet banking.
- 7.11. The bank is obliged, no later than in 10 (ten) working days after receiving the request from the client indicated in clause 7.10 of the agreement, stop making telephone calls to the client for the purpose to offer services and/or products and registration.

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

- 8.1. SMS service is the remote bank service by means of which the client receives information, advertisement and/or notifications determined by the legislation sent by the bank.
- 8.2. SMS service is activated upon opening an account to the client. The client receives SMS at the mobile telephone number registered in Georgia which is registered at the bank program and by means of which the present service is provided.
- 8.3. After activation of SMS service, it applies to all accounts which the client shall open in future. In such case, SMS service shall be provided consistent with the terms of the present agreement;
- 8.4. The client agrees to receive any information, among them advertisements, via SMS service.
- 8.5. The client shall:
  - 8.5.1. Promptly notify the bank on change of the mobile telephone number registered at the bank, also on loss of the mobile telephone device;
  - 8.5.2. Not allow assignment of his/her own mobile telephone device, SIM card or such other devices to the third persons, on which the client receives SMS service. The bank is not responsible for disclosing the information to the third persons which is provided to the client via SMS.
- 8.6. The client is authorized to request from the bank to stop sending SMS containing advertisements:
  - 8.6.1. By visiting the bank branch/service center;
  - 8.6.2. Calling the contact center;
  - 8.6.3. Sending notification via internet banking;
  - 8.6.4. By activating the function of deactivating the notifications consistent with the terms of SMS.
- 8.7. The client acknowledges that there will be some kind of information still delivered, notwithstanding that such 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 such information is related to various bank products and transactions.
- 8.8. The bank is authorized to:
  - 8.8.1. Send to the client advertising, informative SMS and those determined by the legislation;
  - 8.8.2. Send to the client SMS on various bank products and operations (among them the amount of debt, payment date, overdue amounts and/or performed standing orders. Furthermore, 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 (loan, overdraft, credit limit and/or other credit product) on time and make other payments (interest, penalty, commission fee etc.)

**8.9.** The bank is obliged to:

**8.9.1.** No later than in 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 the notification provided by the client regarding change of telephone number, loss of mobile phone device and/or SIM card to suspend SMS service to the client until the application on resumption of the service is submitted by the client.

**8<sup>1</sup>. Banking Service Via Email**

8<sup>1</sup>.1. Banking service via email (hereafter – email) means using various bank operations/services by the client on the basis of respective request/order/notification/application sent at the email of the bank [mailbank@pashabank.ge](mailto:mailbank@pashabank.ge), remotely, without need for the client visit the bank consistent with procedures and regulations set forth by the bank, using email registered at the bank, in particular:

8<sup>1</sup>.1.1 Obtaining information about the balance existing on the account;

8<sup>1</sup>.1.2 Obtaining information on collection/seizure;

8<sup>1</sup>.1.3 Obtaining information on account details;

8<sup>1</sup>.1.4 Obtaining bank statement in PDF or Excel format;

8<sup>1</sup>.1.5 Blocking/unblocking a card;

8<sup>1</sup>.1.6 Revoking attempts of incorrectly entered pin code;

8<sup>1</sup>.1.7 Activating tariff package;

8<sup>1</sup>.1.8 Receiving order on request of withdrawal of large amounts and bank note formation;

8<sup>1</sup>.1.9 Increasing withdrawal limit from ATM;

8<sup>1</sup>.1.10 Cancelling letter of attorney;

8<sup>1</sup>.1.11 Obtaining information on the status of transaction;

8<sup>1</sup>.1.12 Cancelling transaction;

8<sup>1</sup>.1.13 Receiving receipt of transfer (among them SWIFT);

8<sup>1</sup>.1.14 Transfer between own accounts;

8<sup>1</sup>.1.15 Conversion;

8<sup>1</sup>.1.16 Transfer to others' accounts;

8<sup>1</sup>.1.17 Transfer to the budget (paying only own payable within the permitted limit);

8<sup>1</sup>.1.18 Requesting or cancelling treasury operations;

8<sup>1</sup>.1.19 Agreeing special rate with the treasury and receiving information;

8<sup>1</sup>.1.20 Renewal of password (reset);

8<sup>1</sup>.1.21 Blocking password;

8<sup>1</sup>.1.22 Removal of password block;

8<sup>1</sup>.1.23 Using and covering the credit line;

8<sup>1</sup>.1.24 Obtaining existing information about the deposit;

8<sup>1</sup>.1.25 Adding amount to the deposit;

8<sup>1</sup>.1.26 Withdrawal/Cancelation of deposit;

8<sup>1</sup>.1.27 Receiving information about standard exchange rates;

8<sup>1</sup>.1.28 obtaining information about work schedule of branches;

8<sup>1</sup>.1.29 Obtaining information on location of ATMs;

8<sup>1</sup>.1.30 Tariffs;

8<sup>1</sup>.1.31 Withdrawal limit from ATMs;

8<sup>1</sup>.1.32 Limit of transfer via internet banking;

8<sup>1</sup>.1.33 Information on bank products;

8<sup>1</sup>.2. For using email service, the client must submit an application or relevant consent to the bank, together with the application on opening the account and/or independently, regarding activation of mail bank.

- 8<sup>1.3</sup>. Any notification/order/confirmation/application/request sent from the email address registered in clause 8<sup>1.2</sup>. of the present agreement, shall be deemed as the communication from the client and the client shall be responsible for all such notifications/orders/confirmations/applications/requests which will be sent from the given email address. Furthermore, the client envisages that consistent with the rule established by the bank and as necessary, notification/order/confirmation/application/request made from email will be additionally checked by the bank representative by communicating with the authorized person.
- 8<sup>1.4</sup>. The client acknowledges and confirms that any notification/order/confirmation/application/request sent to the bank (among them those sent by the authorized/trustee) by the email has the legal force equaling to the document printed on paper confirmed by the person authorized to dispose the account (made in writing and signed). Furthermore, in case of presence of authorized person/trustee, the client must immediately notify the bank on termination of authorization/power of attorney.
- 8<sup>1.5</sup>. The client must protect, keep safe and not disclose to the third person the password of the email and the username. Furthermore, the client must immediately notify the bank on unauthorized use of email or on such doubt, by means of communication(s) set forth by the present agreement, on the basis of which the bank shall suspend email service;
- 8<sup>1.6</sup>. The bank is authorized, when exercising respective service, to determine additional/particular requirements and/or prerequisites to the client. Furthermore, the bank is authorized at its discretion at any time to refuse client to provide email service, without any justification.
- 8<sup>1.7</sup>. The bank is authorized at any time to change the service terms and/or restrict/revoke/add service.

#### **8.<sup>2</sup> Distance contracts by means of electronic signature.**

- 8<sup>2.1</sup>. The Client acknowledges and consents that any document(s)/agreement(s) signed with the Bank, including loan agreement(s), may be signed remotely by electronic signature, in accordance with the procedures established by the Bank. This includes, but is not limited to, documents/agreements executed using the electronic signature platform Signify or any other electronic signature platform approved by the Bank.
- 8<sup>2.2</sup>. The Client declares consent that any document(s)/agreement(s) in relation with the Bank may be signed electronically, using the electronic mail registered by the Client in the Bank's database in accordance with the established procedure.
- 8<sup>2.3</sup>. The Client acknowledges and confirms that document(s)/agreement(s) signed with an electronic signature have the same legal effect as document(s)/agreement(s) signed in physical form and with a personal signature (wet signature).
- 8<sup>2.4</sup>. The Client confirms that in the process of remote signing of the document(s)/agreement(s) by means of electronic signature, the Client will use only the e-mail address and contact data registered and authorised in the Bank's database in accordance with the established procedure. Any attempt to use unregistered and/or unauthorised data will be considered a breach of the Agreement, and the Client shall be obliged to compensate the bank for any losses/damages caused by signing and/or attempting to sign the document/agreement by means of unregistered and/or unauthorised e-mail and contact data.
- 8<sup>2.5</sup>. In case the client has changed and/or lost access to the e-mail address and has not notified the bank thereof, any document/contract signed through the e-mail registered in the Bank's database will be considered signed by the Client and legally valid and binding.
- 8<sup>2.6</sup>. When signing a document(s)/agreement(s) remotely by means of electronic signatures, the client must comply with the Bank's security, strong authentication and verification rules and go through the relevant processes.
- 8<sup>2.7</sup>. The Bank shall not be liable for any damage caused by unauthorized access and/or misuse of an e-mail address, electronic signature system (platform) when signing a document(s)/agreement(s) remotely by means of electronic signature.
- 8<sup>2.8</sup>. The Client shall indemnify and hold the Bank harmless from any losses, fines, penalties, damages, and expenses (including reasonable attorney's fees) incurred by the Bank. Furthermore, the Customer shall release the Bank from any liability, lawsuits, and claims (including those from third parties) that arise in connection with the execution of document(s)/agreement(s) via electronic signature due to unregistered access, unauthorized access, misuse, and/or violations of authentication and verification procedures.

## **9. Direct Debit/Standing Order**

- 9.1. When requesting the direct debit/standing orders, the client gives the bank order (tangible or electronic) to write-off amount from the account(s) of the client and transfer to relevant account(s) for the purpose to pay for utility services or for other purposes from one or several bank accounts of the client, at the date(s) determined by the client, without subsequent consent of the client.
- 9.2. The client is entitled to choose particular or variable date of performing the order, the amount of order can be both fixed or variable.
- 9.3. The parties agree that for performing the direct debit / standing order, the electronic payment certificate(s) created by the bank shall have the legal force equaling to those printed on paper and signed by the person authorized to dispose the account.
- 9.4. Direct debit / Standing order by the bank shall be effected only in case there is sufficient amount available at the account. The partial transfer shall not be effected by the bank.
- 9.5. Priority of 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 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 commission fee, in respective currency. Furthermore, the client agrees to allow bank use the available balance of the overdraft from the respective account in case of absence of sufficient amounts. In such case, the interest rate shall be accrued to the used overdraft amount determined by relevant agreement.
- 9.7. The client acknowledges that for the purpose to make changes to the existing order, it is necessary to cancel registered order and register the new order.
- 9.8. The client is authorized to cancel the order issued to the bank no later than the previous banking day of performing the order.
- 9.9. The client is entitled to receive information about standing orders made from his/her account by means of communications determined by the present agreement.
- 9.10. The bank is authorized not to perform standing orders (settlement) in cases envisaged by effective legislation of Georgia or in case of existence of debt owed to the bank.
- 9.11. The bank sends information on status of the standing orders (completed, impossible to complete etc.) to the client to the telephone number registered at the bank. The bank is not responsible for not receiving such notification by the client 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 standing orders, provided that the above indicated is caused by the lack of sufficient amounts at the account of the client and/or the client has submitted inaccurate information to the bank and/or the damage was incurred due to any reason of the service provider company.

## **10. Deposit**

### **10.1. Description of Service**

- 10.1.1. Deposit service means opening the deposit account by the bank to the client (hereafter – “depositor”) on the basis of the application of the depositor, commensurate with the procedures and regulations established by Georgian legislation and the bank by processing a respective deposit agreement and accrual of the interest rate to the amounts deposited at the account.
- 10.1.2. For the purpose to use the deposit, it is mandatory to open a current account to the depositor. 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 deposit at the deposit account, the bank assumes the ownership right thereto and undertakes the responsibility to accrue interest and return in the same currency, according to the regulations and terms established by the agreement. The interest accrued to the deposit is accounted for 365 days per year (in the leap year - 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 from the day following the date of depositing or transferring the amount to the account, under the regulations determined by 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 due date, the bank shall transfer to the latter the amount no later than in 5 (five) calendar 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 been 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 (among them by means of telephone, email or internet banking) at least 5 (five) banking days earlier.
- 10.1.8.** The bank is authorized to:
- 10.1.8.1. Dispose the amount accrued at the deposit account on own behalf and at own discretion;
- 10.1.8.2. According to the regulations, amount and periodicity established by the legislation, in favor of the budget, transfer the income tax for the interest accrued at the deposit (if such exists);
- 10.1.8.3. For the purpose to perform obligation(s) deriving from any agreement processed with the bank or from the legislation, without further consent or permit of the depositor, after such obligation is generated, at any time to exercise non-accepted write-off amounts from the demand 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, 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 acts through the representative in relation to the bank, the latter shall bear no responsibility for the actions performed by means of the representative (among them withdrawal of the deposit and/or interest amount) provided that the bank had not been informed about termination of the representation.

## **10.2. Term Deposit**

- 10.2.1.** Term deposit, limits the access of the depositor to the amount placed at the deposit account for the period determined by the agreement. The depositor cannot withdraw amount or add amount to the initial balance.
- 10.2.2.** The interest is accrued to the balance existing at the deposit account.
- 10.2.3.** Interest accrued to the term deposit is transferred to the respective account monthly or at the end of term, 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 client 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 expiry of the effective term of the deposit and the bank does not exercise the authority determined in clause 10.2.4., the interest shall be accrued to the deposit according to different (reduced) interest rate determined by the respective agreement. Furthermore, if the depositor has already withdrawn the interest amount, the portion of the interest amount pre-paid from the deposit (the difference between 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 disagreement by the client with the amendments offered by the bank consistent with clause 18.3, the interest rate shall be accrued to 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 other form envisaged by this agreement. The notification shall be sent to the depositor to the mobile telephone number recorded

in the application submitted to the bank by the moment of opening the deposit by the depositor. The client is committed to notify the bank on change of such number, otherwise the bank shall bear no responsibility for the consequences.

### **10.3. Demand Deposit (savings deposit)**

- 10.3.1.** In case of demand deposit, the depositor may as necessary dispose the amount existing on the deposit. The depositor is authorized to withdraw or add amounts to the deposit, under terms envisaged by respective agreement.
- 10.3.2.** The interest amount shall be accrued to the balance existing at the deposit account by the end of each operational day.
- 10.3.3.** It is possible to place/withdraw amounts from the demand deposit directly from the deposit account. The amount can be transferred from the demand deposit account only to the own account(s) of the client.
- 10.3.4.** Interest accrued to the demand deposit shall be transferred to the account indicated by the depositor once a month, on the last day of the each calendar month. Interest amount can be deposited at the deposit account, if envisaged by the respective agreement.

### **10.4. Certificate of Deposit (CD)**

- 10.4.1.** For the purposes of the present chapter, 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:
  - 10.4.1.1. certificate of deposit** – standard and/or non-standard certificate(s) of deposit emitted by the bank in the 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).
  - 10.4.1.2. standard certificate of deposit** - certificate of deposit emitted 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”.
  - 10.4.1.3. non-standard certificate of deposit** – certificate of deposit emitted by the bank, which does not correspond with the requirements of the National Bank determined for the standard certificates of deposit.
  - 10.4.1.4. zero-coupon (discounted) CD** – type of the certificate of deposit, in case 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 in the amount of balance existing between the face value and the settlement amount (purchase price), which, the client shall receive along with the settlement amount paid by him/her/it, by the end of the effective term of the certificate of deposit;
  - 10.4.1.5. coupon (interest bearing) CD** – type of the 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 by 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 with 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;
  - 10.4.1.6. amount of the certificate of deposit (settlement amount)** – the amount paid by the holder of the certificate of deposit for purchasing the certificate;
  - 10.4.1.7. face value of the certificate of deposit (face value)** – amount receivable by the holder of the certificate of deposit by the end of the effective term of the certificate of deposit;
  - 10.4.1.8. registry of the certificate of deposit** – electronic data base of the bank emitting certificate of deposit, where the information determined by the legislation on the certificate of deposit and its owner is recorded;
  - 10.4.1.9. 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.
- 10.4.2. General terms of service**
  - 10.4.2.1.** Terms of issuance of the certificate of deposit are posted at the bank web-page [www.pashabank.ge](http://www.pashabank.ge) and represents the inseparable part of the respective agreement of the certificate of deposit processed between the bank and the client.

- 10.4.2.2. On the basis of the present agreement and the respective agreement of the certificate of deposit processed between the bank and the client, the bank shall provide services to the client related to purchase/disposal/repurchase/repayment of the certificate of deposit, consistent with the effective agreement and terms stipulated under the legislation.
- 10.4.2.3. Commensurate with the terms of the agreement, the client is authorized, to purchase the 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 the certificate of deposit to the client.
- 10.4.2.4. Prior to purchasing the 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).
- 10.4.2.5. 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 non-accepted manner and ensure its transfer to the respective bank account.
- 10.4.2.6. Certificate of deposit may exist only in the dematerialized form.
- 10.4.2.7. The bank is entitled, to emit the certificate of deposit with or without the right to call for prior to date, determined by the respective agreement of the certificate of deposit.
- 10.4.2.8. In case 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 such case the bank pays to the client the amount of the certificate of deposit and the interest amount accrued by the given period.
- 10.4.2.9. In case 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.
- 10.4.2.10. In case the bank call for the certificate of deposit, the client must, within 5 (five) business days after receiving respective call, visit the bank to accomplish 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 respective amount to the current account of the holder of certificate of deposit.
- 10.4.2.11. 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.
- 10.4.2.12. The client may use the certificate of deposit as the means of collateral only with the prior written consent of the bank. Furthermore, the client must, upon use of the certificate of deposit as the means of collateral, transfer to the bank the document evidencing such.
- 10.4.2.13. In the event certificate of deposit is used as the means of securing the liabilities assumed by the client and/or any other third person to the bank, in case of breaching assumed liabilities, the bank is authorized to recover existing indebtedness from the certificate of deposit, by means of withdrawal in non-accepted manner, without placing the amount to the current account of the holder of the certificate of deposit.
- 10.4.2.14. After the term indicated in the certificate of deposit expires or after repurchase/call/withdrawal in an 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 stop (if any);
- 10.4.2.15. 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 amount (if any), in case of disposal/repurchase – the agreed price.
- 10.4.2.16. If the date of amount issuance coincides with the non-banking day, the bank shall ensure issuance of the face value/interest on the following banking day.
- 10.4.2.17. Termination of the agreement prior to date and call of the amount of the certificate of deposit prior to date 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 in case the bank repurchases/calls/withdraws in non-accepted manner.
- 10.4.2.18. The client is aware that repurchasing/calling of the certificate of deposit is the right of the bank and not its obligation.
- 10.4.2.19. 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 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.

10.4.2.20. If the client disagrees with the changes offered by the bank, the bank shall redeem the certificate of deposit at the interest rate existing by the respective term.

#### **10.4.3. Accrual of the interest amount**

10.4.3.1. The amount of interest effective at the bank by the moment of entering into the agreement, rule on its accrual, issuing and disposal is determined by the terms of the certificate of deposit and the respective agreement;

10.4.3.2. 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;

10.4.3.3. 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.

#### **10.4.4. Disposal of the certificate of deposit**

10.4.4.1. 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 the bank claim. Furthermore, the bank is authorized to repurchase the certificate of deposit with the priority right.

10.4.4.2. 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.

10.4.4.3. Disposal of the certificate of deposit by the client is registered at the certificate registry on the basis of the 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.

10.4.4.4. Partial disposal of the certificate of deposit is not accepted.

### **11. Payroll project/program**

11.1. For the purpose to receive the service envisaged by the payroll project, the client addresses the bank with the application consistent with clause 2.3 of the present agreement

11.2. Individual tariffs and/or terms under the payroll project are determined on the basis of the respective annex, which represents the integral part of the present agreement

11.3. The client shall be obliged prior to involvement in the payroll project,

11.3.1. Notify its employees (persons employed by the client or related to it) on tariffs and terms determined by clause 11.2 of the present agreement and the authorities of the bank determined by clause 11.12 and 11.14 of the present agreement.

11.3.2. Ensure that all necessary consents are obtained from its employees, including the processing of personal data for receive banking services.

11.3.3. Ensure that its employees are informed that if within 30 (thirty) calendar days after the opening of the Salary Project the employee fails to comply with the account opening and verification/identification procedures established by the Bank, the Bank has the right to close the salary account without further consent and prior notice.

11.4. On the basis of the payroll project service, the bank, from the current account of the client, upon the assignment of the client and on the basis of information provided by it, shall perform transfer operations to the accounts of persons employed by the client.

11.5. The client is aware that the overdraft can be permitted to the payroll account of the employees participating in the payroll project on the basis of the application submitted by the client to the bank, after, the bank makes respective decision and concludes respective overdraft agreement between the bank and the employees.

11.6. The client shall, permanently transfer salaries to the employees (also premiums, business trip amounts and other allowances) by means of the present payroll project and for this purpose, in a form agreed by the parties, each month submit to the bank the list of employees indicating their names, family names, ID numbers, amounts to be transferred and the account numbers, to whom the salary or other payments should be transferred.

11.7. The client shall at least 90 (ninety) calendar days in advance notify the bank in writing on full or partial termination of the payroll project/transfer to the other bank. Furthermore, in the event the client terminates the payroll project service within 6 months after the start date, the client shall, upon request of the bank, fully remunerate the cost of payroll

card(s) at the standard tariff and the bank is authorized for this purpose to deduct in non accepted manner respective amount from the client's account(s).

- 11.8. The client shall promptly notify the bank on termination of labor relations with the employee, resignation from the job or dismissal and make final settlements with the employee by means of the bank account opened for the employee under the present payroll project.
- 11.9. In case of breach of the liabilities and presence of the circumstances set forth in clause 11.6., 11.7. and 11.13 of the present agreement, the client shall reimburse the bank generated indebtedness (among them 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 and the bank is authorized, for this purpose to deduct respective amount in non-accepted manner from the client's account(s).
- 11.10. The client shall assign its representative dealing with the bank, who shall be responsible for providing all necessary documents to the bank in the scope of the payroll project.
- 11.11. The bank shall, after submission of the information envisaged in clause 11.6 of the agreement by the client in no later than 3 (three) business days, make transfer of amounts to the accounts of the employees.
- 11.12. The bank is authorized, to amend the terms of the payroll project unilaterally, on which the client shall be informed according to the rule determined by the present agreement.
- 11.13. The bank is authorized, without prior notice to the client, to terminate the payroll service, if during three months in succession after involving the client in the payroll program, does not request/perform transfer of amounts to the employees.
- 11.14. In case of termination/invalidation of the payroll project and/or termination of the labor relation between the client and its employee, the bank is authorized, to revoke beneficial tariffs (if any) and provide service to the persons employed by the client at the standard tariffs existing at the bank.
- 11.15. The Bank has the right to close salary accounts without additional consent and prior notification, if within 30 (thirty) calendar days after the opening of the salary project the employee fails to pass the account opening and verification/identification procedures established by the Bank.
- 11.16. The Client shall compensate the Bank for all direct and indirect losses, including and not limited to claims of third parties, sanctions of regulatory and other state authorities, caused by the Client's failure to fulfil the terms and conditions of the Salary Project, violation or improper fulfilment of the Salary Project.

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

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

- 12.1.1. Pay the bank the commission fee and/or any other fee, necessary for receiving the bank service for provision of any kind of bank service/for use of bank product;
- 12.1.2. Without undue delay shall promptly notify the bank on amendments to the submitted documents and information, including change of the contact information (legal/factual address, telephone number, email etc.) otherwise the notification sent to the address known to the bank shall be deemed as submitted. Also, shall have means of communication and the network (among them mobile phone, computer, internet) in working/active conditions, otherwise the bank shall bear no responsibility for the results/damage;
- 12.1.3. Promptly notify the bank in writing regarding disposal of the account, performing operations on the account, on change of the persons authorized to receive information about the account and/or change of their authorization and submit 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 his/her own behalf. Prior to submission of these documents to the bank, the bank performs operation to the accounts on the basis of the previously submitted documents and the signature sample.
- 12.1.4. When opening each account, to submit the bank requested documents regarding client's tax/entrepreneurial status. Also, promptly notify on change of the above indicated status;
- 12.1.5. When performing transactions to the account(s), to submit full, exhaustive and accurate information to the bank on the purpose of the operation/payment and submit to the bank any requested document (copies of documents proving grounds for transfer).

- 12.1.6. For completion of the operation, submit to the bank any requested document, which is needed by the bank for full identification of the client, for the purpose to establish conformity of the operation's contents, purpose, type of transfer and pending operation with the legislation.
- 12.1.7. Notify the bank about accidentally transferred money to his account within 1 (one) banking day after receiving information on transfer of money accidentally to his/her account and return back such amount;
- 12.1.8. In advance and promptly inform the bank on change of residence, moving registration to the other country, exiting tax regulations of Georgia, registering at the other country or at the offshore zone, or any such circumstance which substantially changes its legal/tax payers 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;
- 12.1.9. Fully abide by the terms and conditions set forth herein and the regulations/procedures for use of bank products established by the bank;
- 12.1.10. Provide the bank 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 (FATCA)";
- 12.1.11. Reimburse the bank any kind of damage incurred to the bank as a result of breach of terms of the present agreement and/or any other agreement/covenant processed under such agreement and/or requirements of the legislation;
- 12.1.12. Use the payment instrument consistent with the terms established for such payment instrument;
- 12.1.13. Follow the payment instrument security measures assigned to him, ensure protection of personified means of such instrument;
- 12.1.14. 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 on such fact.
- 12.1.15. Periodically become familiar with the information posted at the web page of the bank, among them, statements, changes and additions.
- 12.2. **The client is entitled to:**
  - 12.2.1. Receive a statement on the balance of the account and the performed operations;
  - 12.2.2. Issue orders to the banks to perform operations at the accounts, which are not prohibited by the 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 sending preliminary written notice to the bank;
  - 12.2.5. At any time, to apply with the respective application and request termination of particular banking product/service, among them closing the account, only in case, the client does not have any unfulfilled liability (financial or any other) deriving from the particular banking product/service owed to the bank. Furthermore, the bank is entitled, in case the client requests to close his/her/its 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) stop accruing.
  - 12.2.6. By using any remote channel/electronic means of communication of the bank, submit the request to receive the copy of the credit/deposit product agreement processed between the client and the bank (among them credit/deposit product agreement received by means of remote channels) and receive the 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 (among them, information on client's founders, beneficiary owner) regarding opening the account, for the purpose of full identification of the client and establishing conformity of exercised/pending operation(s) at the account(s) of the client with the legislation.
  - 12.3.2. Perform operations to the client's account(s) according to 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 own discretion and/or in cases envisaged by the legislation, refuse the client to provide 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 for any liabilities owed by the client to the bank;

- 12.3.7. Offer the client, using remote channels (among them, 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. Furthermore the client confirms that the data (information) outlined in the present clause may be used by the bank as a proof, it represents the ownership of the bank and has a 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 there will be no transaction performed on the account for at least one year;
  - 12.3.9.4. Closing the account is determined by the court decision;
  - 12.3.9.5. The client shall be declared bankrupt according to the established rule;
  - 12.3.9.6. The client breaches 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 (FATCA)” and/or otherwise breaches the requirements deriving from the indicated act;
  - 12.3.9.8. The above stated 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 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, on 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 using the information presented by the client, perform bank operations and during such operations follow the requirements of the effective legislation;
  - 12.4.2. Upon request of the client, submit statement from the bank account and/or any other information on its account and the operations 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 security of the payment instrument and prevent its illegitimate use;
  - 12.4.6. Not make the personified 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 requirements of the 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.

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

- 12<sup>1</sup>.1. This clause defines the rules and conditions for the Client's right to withdraw from remote banking products or services (hereinafter „withdrawal right“), which are agreed upon or contracted between the Bank and the Client through remote communication channels (hereinafter "Remote Banking Products/Services").
- 12<sup>1</sup>.2. The Client has the right to withdraw from the agreement on Remote Banking Products/Services, without any reason, within 14 (fourteen) calendar days from the date of the agreement or receipt of the service.
- 12<sup>1</sup>.3. The Client must clearly and unambiguously notify the Bank of their intention to exercise the right to withdraw from the agreement, no later than 14 (fourteen) calendar days from the date of the agreement or receipt of the service. This

notification can be submitted through one of the following channels: internet/mobile banking; in writing (at any branch/service center of the Bank); or by calling the telephone service center at (+995 322) 265 000.

- 12<sup>1.4</sup>.** The withdrawal notification must specify which remote banking product/service the Client is withdrawing from. Additionally, the Bank has the right to request, and the Client is obligated to provide within a reasonable time, any information/documentation related to the use of the remote banking product/service the Client is withdrawing from.
- 12<sup>1.5</sup>.** The Client is obliged to return to the Bank any property/money received under the agreement immediately upon sending the notification of withdrawal from the agreement, but in any case no later than 30 (thirty) calendar days from the date of sending such notification. The Client may be required to reimburse expenses incurred by the Bank in accordance with the agreement, proportionate to the services actually provided by the Bank before the Client exercised the right to withdraw and before the return of the received property/money. Additionally, the Bank has the right to charge the Client for any costs incurred by the Bank on behalf of third parties.
- 12<sup>1.6</sup>.** The Bank is obliged to refund the Client any amount paid for the Remote Banking Product/Service, excluding administrative costs and costs for services actually rendered (proportionate to the period of service). The refund will be made no later than 30 (thirty) calendar days from the date of receipt of the withdrawal notification, but not before the Client fulfills the obligations outlined in clauses 12<sup>1.4</sup> and 12<sup>1.5</sup>.
- 12<sup>1.7</sup>.** In the event of withdrawal by the Client, the agreement will be considered terminated once the requirements specified in clauses 12<sup>1.4</sup>, 12<sup>1.5</sup>, and 12<sup>1.6</sup> are fully fulfilled.
- 12<sup>1.8</sup>.** If the Client fails to properly fulfill the obligations specified in clauses 12<sup>1.4</sup> and 12<sup>1.5</sup>, the contractual relationship will continue under the original terms of the agreement, and the right to withdraw will be considered not exercised.
- 12<sup>1.9</sup>.** If the Client and the Bank have mutual financial obligations and claims, the Bank is authorized to offset these obligations and claims. This means that any amount the Client owes to the Bank can be deducted from the amount the Bank owes to the Client as a result of exercising the right to withdraw from the agreement.
- 12<sup>1.10</sup>.** The provisions related to the right to withdraw from the agreement do not apply to specific financial products (such as credit, overdraft, credit card, etc.). The right to withdraw from such agreements (if applicable) is regulated by individual agreements signed with the Client.
- 12<sup>1.11</sup>.** The right to withdraw does not apply to banking products/services related to:
- 12<sup>1.11.1</sup>.** Currency exchange;
  - 12<sup>1.11.2</sup>.** Money market instruments;
  - 12<sup>1.11.3</sup>.** Tradable securities;
  - 12<sup>1.11.4</sup>.** Rights issued by an investment fund;
  - 12<sup>1.11.5</sup>.** Futures, including equivalent instruments settled in cash;
  - 12<sup>1.11.6</sup>.** Forward rate agreements (FRAs);
  - 12<sup>1.11.7</sup>.** Swaps on interest rates, currency, and capital;
  - 12<sup>1.11.8</sup>.** Options to acquire or dispose of any instruments specified in this clause, including equivalent instruments settled in cash, as well as currency and interest rate options;
  - 12<sup>1.11.9</sup>.** Documentary operations (letters of credit, documentary collections, bank guarantees, acceptances, etc.);
  - 12<sup>1.11.10</sup>.** Escrow accounts;
  - 12<sup>1.11.11</sup>.** Factoring operations;
  - 12<sup>1.11.12</sup>.** Agreements that have been fully performed at the explicit and unequivocal request of the Client before the right of withdrawal was exercised;
  - 12<sup>1.11.13</sup>.** Deposit agreements.

### **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 shall apply.
- 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 the bank operations. In the event the payment operation is performed incorrectly intentionally or by the act of guilty on behalf of the bank, the latter shall pay penalty in 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 payment instrument and/or its personified security specifications and means;
- 13.5.** The bank shall bear no responsibility for:
- 13.5.1.** Any damage, among them to the third persons, incurred as a result of breach of any term of the present agreement and/or agreement/covenant processed on its basis by the client;
- 13.5.2.** Outcomes (among them, those incurred as a result of failure of the client to perform its obligations towards any person), provided that they are caused by:
- 13.5.2.1. Performing transaction with client's order;
- 13.5.2.2. Inaccuracy of the information provided by the client to the bank (among them, information provided in the payment order or any document submitted to the bank), wrong and/or incomplete filling of the application and/or statement;
- 13.5.2.3. Not exercising the rights granted to the client under the agreement;
- 13.5.2.4. Malfunctioning of the computer, telephone device and/or other devices (their parts and accessories) owned by the client or any other person, program application, for the reason of 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 due to any other reason not attributed to the bank;
- 13.5.2.6. Any restriction, which is established at the territory of the state where the addressee serving 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 revenues 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 (FATCA)" and/or blocking, debiting or by other reasons;
- 13.5.2.8. For refusal of the recipient and/or corresponding bank reflected in the data provided by the client to the bank (by means of which the transfer is done) to perform operation and/or for delay of operation performance/completion;
- 13.5.2.9. For failure to perform or incorrectly perform payment order, caused by provision of inaccurate data by the client in the payment order;
- 13.5.2.10. For the result caused for the reason of rejection of the security measures offered by the bank by the client. In such circumstance the client shall bear full responsibility.
- 13.6.** The bank is responsible towards the client for 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 operation amount (the bank has deposited the amount indicated in the payment order at the recipient provider 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 towards 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 incorrectly transferred amount and the commission fee related to this transaction;
- 13.9.** If the client is the recipient and the bank is responsible for incorrect performance of the payment transaction commensurate with clauses 13.6-13.8 of this agreement, the bank shall transfer the amount at the account of the client.
- 13.10.** The client is entitled to request from the bank to reimburse the relevant amount of unauthorized or incorrectly performed transaction consistent with the provisions of the present clause, provided that more than 40 days have not passed since the date of unauthorized transaction or more than 180 days have not passed since the date of incorrectly performed transaction and the client has notified the bank about unauthorized or incorrectly performed transaction shortly after receiving the information about such transaction.
- 13.11.** If the client declared about the unauthorized or incorrectly performed payment transaction after the respective term established in clause 13.10 has passed, after such term, the bank shall, within the scope of its capabilities, assist the client to return unauthorized or incorrectly transferred amount. The present clause does not generate the claim of the client

towards the bank to request compensation of damage, return of the amount or performance of other actions from the bank by means of the court order.

- 13.12. The bank, consistent with the requirements of the present clause, is obliged to reimburse the client the amount of unauthorized payment transaction, unless otherwise established by clause 13.14. The compensation amount owed to the client shall be determined consistent with this 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 unauthorized transaction throughout territory of Georgia not exceeding 100 GEL, unless otherwise established by clause 13.14. For the purposes of this clause, transaction performed by means of the internet throughout 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 other organizational formation envisaged by Georgian legislation which is not a legal entity.
- 13.14. The client is fully responsible for the damage associated with the unauthorized payment operation, which is caused by his/her guilty act, 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 stolen, lost, misappropriated or illegitimately used payment instrument, also 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 operation has been performed consistent with the terms of the agreement after the bank received the notification, provided that such damage is not caused by guilty act or intended action 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 the high ethical standards.
- 14.2. The client declares and acknowledges that:
  - 14.2.1. Has necessary authority to enter into and perform the present agreement, has obtained all necessary permits and consents;
  - 14.2.2. During the effective term of the present agreement and any agreement/covenant processed in its framework/on its basis, its activities and/or actions is/will be conforming to the own charter and/or other regulatory framework.
  - 14.2.3. By signing the application, the information and documents submitted by the client are true, accurate and exhaustive. The action of the client is not aimed at deceiving the bank. Also it is known to it him/her that providing false and/or inaccurate information/data to the bank is the 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;
  - 14.2.4. While entering into this agreement, he/she is not under the influence of mistake, cheat, violence or threat used against him/her;
  - 14.2.5. Has not participated and is not participating in any court process (as a plaintiff, defendant or the third person) by which he/she creates hazard to performance of client's obligations, to the client's property and/or assets;
  - 14.2.6. Has fully become familiar and agrees to the terms provided by the present agreement. Also, is informed about the terms of using relevant bank products/services and also on all possible financial expenses, the significant risks associated with using credit product and agrees to enter into the present agreement and into any kind of agreement/covenant processed on its bases/under its scope.
  - 14.2.7. Shall not refuse to perform obligations envisaged by the present agreement and any agreement/covenant processed on its basis, also shall not assign its obligations to the third person;
  - 14.2.8. Shall provide the bank the 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 (FATCA)";
  - 14.2.9. Shall process the present agreement and agreements/covenants on its basis solely for own needs and shall not act under assignment of the other (third) person or in favor of such person, does not have relations with the fictional bank ("Shell Bank") and the deal reflected in this agreement and/or in agreements/covenants to be processed on its basis is not suspicious, meaning that it is not effected for the purpose to legalize illegitimate revenues and the property (among them

monetary resources) on the basis of which respective deal has been made and/or shall be made has not been obtained/generated from the criminal actions;

- 14.2.10.** Agrees to receive certain type of information disregarding whether he/she requested or not registration to SMS service and/or stopping 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 grants the unconditional right to the bank:
- 14.3.1.** On the basis of the present agreement, during the effective term of using credit product(s), any time, despite the number of searches, process information about the consumer (client) stored at the credit information bureau(s), among them at JSC "Credit Information Bureau Creditinfo Georgia" (hereinafter - Creditinfo) (ID code 2044707740);
- 14.3.2.** At the telephone numbers of the client registered at the bank, at the email and other contact address, with the intervals determined by the bank, send SMS, voice and/or other advertisements (direct marketing) until the bank receives from the client other instruction, in a written and/or electronic form agreed between the parties and/or established by the 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 at own electronic channels of the bank (among them ATM, internet bank etc.);
- 14.3.3.** 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 the credit bureau(s), for the purposes of analyzing the solvency of such client. The client acknowledges the rights envisaged by Georgian legislation, that in case of request from the client, the data controller is obliged to correct, renew, add, block, delete or cancel data, provided that they are 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 submission of information to the 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 the legislation;
- 14.3.4.** Process (data processing – any action exercised over the 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 client's bank, commercial, personal and biometric data) for the following purposes:
- 14.3.4.1. Providing any kind of banking service to the client;
- 14.3.4.2. Identification of the client and/or making secure;
- 14.3.4.3. Without application of the client, by the bank, unilaterally, offering bank/credit products to the client;
- 14.3.4.4. Monitoring of the client's current credit products and verification of the client's solvency;
- 14.3.4.5. For the purposes of the bank, exercising various types of researches/services;
- 14.3.4.6. Conducting expertise related to bank services;
- 14.3.4.7. Direct marketing (direct marketing – offering commodity, services, employment or temporary employment by means of post, telephone calls, email or other telecommunication means);
- 14.3.4.8. Recording information in the Creditinfo database about the client;
- 14.3.4.9. Participation in various encouraging competitions (Visa, Mastercard and other bank service related)
- 14.3.4.10. Other occasions envisaged by the legislation and the present agreement.
- 14.3.5.** During the effective term of this agreement, at any time, without additional consent of the client, without restriction (in any amount and volume) request and receive any kind of personal information (data, records and/or certificates) existing at any person or administrative body about the client;
- 14.4.** The client expresses the consent that for the purpose to simplify the service provision by the bank, by means of the express payment terminal, on the basis of identification with the identification number or account number, receive unlimited information about banking products of the client (among them deposit, credit products), current debt, without



showing the total arrears, also, 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's identification.
- 14.6. The Client represents and warrants that prior to the conclusion of this Agreement and the full term of its validity, the Client and any person(s) affiliated with it (including those who may influence the Client's decisions through business, personal or other connections) will strictly comply with all applicable international and national laws, orders and regulations on sanctions. The said obligation includes active actions on the part of the Client and the affiliated person(s) aimed at preventing any transactions, connections, relationships and/or activities that, in the Bank's opinion, may be considered a violation of sanctions. The Client represents and warrants that the Client and the affiliated person(s):
  - 14.6.1. Are/will not be included in the list of the sanctioned persons (hereinafter the List of the Sanctioned Persons) by the United Nations (UN) and/or the European Union and/or the United Kingdom (United Kingdom of Great Britain and Northern Ireland) and/or the USA and/or Georgia and/or any other state and/or international organization (hereinafter jointly and individually referred to as the Authorized Person(s)), and/or is not/will not be subjected to a sanction (for the purposes of this paragraph, a sanction inter alia includes restriction, policy, prohibition, or other requirements set by the Authorized Persons).
  - 14.6.2. Are not/will not be residents of a state subjected to the Authorized Person(s) comprehensive trade sanctions/restrictions.
  - 14.6.3. Has not entered/ will not enter into any deal (including, will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with any person and/or association that is/will be included in the Sanction List/is subjected to a sanction and/or is a resident of a state and/or operates on the territory subjected to comprehensive trade sanctions/restrictions.
  - 14.6.4. Has not entered/ will not enter into any deal (including, will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with regard to the party/property/asset/goods/services subjected to comprehensive and/or targeted and/or sectoral sanctions/restrictions.
  - 14.6.5. Continuously monitor and enforce compliance with international and national laws, orders and regulation on sanctions, adapt its activities to comply with said requirements, and regularly carry out appropriate inspections and monitoring to prevent violations. The client shall immediately notify the bank of any circumstances or events that may directly or indirectly cause the client and/or any affiliated person(s) to violate or evade any sanctions, restrictions, requirements, or prohibitions, or any circumstances that may directly or indirectly cause the client and/or any affiliated person(s) to violate or evade any sanctions, restrictions, requirements, or prohibitions, or pose a risk of circumventing such sanctions, restrictions, requirements, or prohibitions.
- 14.7. The Customer acknowledges and agrees that in the event of a breach of representations and warranties by the Client and its affiliate(s), the Bank has the right to immediately, without prior notice:
  - 14.7.1. Immediately Suspend and/or terminate banking services.
  - 14.7.2. Block all transactions and freeze the client's assets.
  - 14.7.3. Notify to the relevant authorities.
  - 14.7.4. To apply to the court with a claim for damages.
  - 14.7.5. Request additional documentation(s).
  - 14.7.6. Demand immediate rectification of any breaches.
- 14.8. The client is obliged to reimburse the bank for any and all damages (losses) that the bank incurs as a result of the client's breach of any of the above statements, guarantees, and/or obligations.

## 15. **Confidential Information, Bank Secret, Personal Data**

- 15.1. The parties shall not disclose the confidential information during the effective term of the agreement and afterwards, without prior written consent of the other party. Confidential information implies documental or other information deriving from the present agreement and/or any other agreement related thereto, among them, personal information.
- 15.2. This restriction does not apply to the information:
  - 15.2.1. Which is known to the information 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 party via court/arbitration to exercise/protect own rights and/or with regard to development of such processes;
- 15.2.4. Which can be obtained legitimately from the other sources, among them from the 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 of the notification by the other person sent according to the contact information provided to the bank by the client;
- 15.4. The client expresses the consent that without additional preliminary or further consent or acceptance by the client, the bank is authorized to:
  - 15.4.1. To transfer any document of the client (among them personal information, agreement, statement etc.) to the state archive or to the commercial organization of such profile for the storing purposes, which shall ensure archiving of the supplied documents according to the international standards and storing under the 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 auditors, consultants, advisors, persons providing various services to the bank (among them, those guiding contractual obligation(s)) and other physical or legal persons of similar category, as necessary, which, on the other hand, 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 (among them, 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 the third persons (in cases envisaged by the 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 to manage 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 confidentiality of the information provided by the bank;
  - 15.4.6. Give information (among them personal data) necessary to provide services (among them for offering various bank/credit product(s)) to 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 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 respective agreement(s) processed between the bank and the client (among them bank credit agreement to any person enlisted in this clause);
  - 15.4.8. Transfer information (among them personal data) necessary for offering and providing various services to the client (among them offering various product(s)) to the bank affiliate companies or other related enterprises(s), which on their behalf, assume the responsibility to protect confidentiality of the information provided by the bank;
  - 15.4.9. For the purpose of performing and processing card transactions, issue client's and card holder's personal data and any information about transactions performed by such client (among them, about client's bank accounts, balances existing on the accounts etc.) to the processing center existing in the foreign country.
  - 15.4.10. In case the client submits request to the LEPL "Revenues Service" ("request of the taxpayer"), on the basis of the request of the "Revenues Service" itself, shall submit to the latter information on requisites of the active bank accounts of the client;
  - 15.4.11. For the purpose to check the decision on issuance of the credit product(s) and/or the information submitted by the client to the bank, shall issue any information regarding the client (including personal data) to any third person.

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

15<sup>1.1</sup> The Client declares and guarantees that:

15<sup>1</sup>.1.1 The Client its subsidiaries, parent companies, and related persons shall conduct their activities and business relationships in good faith and lawful conduct, observing high standards of ethics. The Client has zero tolerance policy towards corruption, bribery. Tax fraud, tax evasion and any other kind of criminal acts and keep the above-mentioned issues under permanent control.

15<sup>1</sup>.1.2 The Client, as well as persons connected to it: members of the senior management, authorized persons, representatives, employees or other staff of its subsidiaries or parent companies shall not participate in any activities, which may mean to facilitate of (direct or indirect) corruption, tax fraud and tax evasion in any form, offer, receive, deliver, issue or request gifts, hospitality, awards and other intangible assets, (either directly or indirectly), to create any kind of commercial, contractual, regulatory or personal preferences and/or encourage or reward any illegal and unethical behavior;

15<sup>1</sup>.1.3 The Client or a person associated to it has not been found guilty and/or accused in corruption, tax fraud and facilitation of tax evasion cases.

15<sup>1</sup>.1.4 The Client or its related entities during setting up the Agreement, has not, directly or indirectly, paid, received, been involved in any transaction, according to which any illegal and/or hidden fees, bribe and/or compensation should be paid or received;

15<sup>1</sup>.1.5 A breach of any provision of the above Policy may lead to the termination of both this contract and any previous agreement between the Parties. Depending on the seriousness of violations of the above guarantees, the Bank has the right to demand that the Client provide its statements and records.

## **16. Force-Majeure**

**16.1.** Parties shall be exempt from the liability arising from full or partial failure to perform contractual obligations during the effect of the insurmountable force [force majeure], provided that such failure is caused by the direct impact of the insurmountable force. Force majeure shall include the circumstances which did not exist by the time the present agreement was processed and the parties were not in the 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 the legal acts which make it impossible to perform contractual obligations etc.

**16.2.** If any of the above indicated circumstances have direct impact on the effective terms of performance of assumed contractual obligations, in such case, performance of the assumed liabilities shall be deferred until liquidation of force-majeure circumstances.

**16.3.** The party, to which is facing the force-majeure circumstances is obliged to notify the other party within the reasonable term but no later than 5(five) banking day, about the relevant force-majeure circumstance(s) and its/their presumable duration, otherwise, it shall lose the right to allege to presence force-majeure, as a ground for exempting from the liability.

**16.4.** With regard force-majeure circumstance(s) referred in the notification, unless they are not generally acknowledged facts (circumstances) or the other party suspects their authenticity, within 30 (thirty) calendar days after receiving the notice on the force-majeure circumstance(s) by the respective party or after sending the notice by the respective party on expression of doubt about presence of the 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 receiving the notice on force-majeure circumstance(s) by the respective party or the conclusions of the respective body on presence of the force-majeure circumstance(s), in 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) 265 000. 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.pashabank.ge](http://www.pashabank.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 Customer Experience Management 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).

- 17.1<sup>1</sup>. The claimant (client) may submit verbal, written and/or electronic claim regarding the transactions held at the card account using card instrument. When submitting verbal and/or electronic claim, if requested by the bank, the client shall additionally submit the claim in written/material form, within one banking day after receiving the claim. For verbal claim the client may address JSC "Pasha Bank Georgia" telephone service center – contact center (+995 322) 22 25 25. Standard written form of the claim is available at the bank branches and service centers. Claim can be submitted electronically through internet banking or the bank's web page ([www.pashabank.ge](http://www.pashabank.ge)). Maximum term for review of the claim submitted by the client shall be no later than 15 (fifteen) working days after the claimant's submission and his/her identification. Furthermore, if due to extraordinary and objective circumstances not attributed to the bank the claim cannot be reviewed in 15 (fifteen) working days and decision is not made, the bank shall notify the client the substantiated reason of delay and the timelines of claim hearing and resolution. In case of extraordinary and objective circumstances the term of claim resolution and notification to the client shall not exceed 35 (thirty five) working days after acceptance of the claim.
- 17.1<sup>2</sup>. Commensurate with the regulation set forth in clause 17.1<sup>1</sup>. of the present agreement, the department of plastic cards and Customer Experience Management Department of JSC "Pasha Bank Georgia" shall review claims. The client shall be notified on the decision regarding the claim promptly in writing or electronically (as agreed with the client). Information regarding claim hearing process can be obtained at any branch/service centers and/or by means of remote channels. Communication between the client and the bank regarding the claim shall be held at the following email address: [customercare@pashabank.ge](mailto:customercare@pashabank.ge).
- 17.1<sup>3</sup>. Commensurate with the regulation set forth by clause 17.1<sup>1</sup>. of the present agreement, when submitting the claim, the client shall provide the bank exhaustive information regarding the subject card transaction – including volume of transaction, currency, time and location, also shall provide all documents (if any) which are related to the claimed card transaction and which may affect adoption of the decision by the bank.
- 17.1<sup>4</sup>. 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.
- 17.1<sup>5</sup>. The Client has the the right to submit a complaint against the bank to the Dispute Resolution Commission of the NationalBank of Georgia (hereinafter referred to as the Commission) only if the complaint submitted to the bank in accordance with Clause 17.1<sup>1</sup>. is not satisfied (including without reply) or satisfied partially, within the term established by the same Clause. The Client in accordance with this clause shall have the right to apply to the Commission if the value of the subject of the dispute stipulated in the complaint does not exceed GEL 50,000 or the equivalent of GEL 50,000 in foreign currency. The Client has the right to appeal to the court without appealing to the commission.
- 17.1<sup>6</sup>. In the case stipulated in p. 17.1<sup>5</sup>. of this agreement, the Client has the right to apply to the commission with a claim to the bank not later than 6 months from the date of the submission of the claim to the Bank.).
- 17.1<sup>7</sup>. The Commission reviews complaints free of charge.
- 17.2.** Any dispute between the parties is resolved by negotiations. In case of failure to come up with resolution, the dispute shall be resolved consistent with this Article:
- 17.2.1. This General Agreement is governed by Georgian law. Any disagreement and dispute between the parties shall be settled on the basis of negotiations. In case of failure to reach an agreement, the dispute shall be settled by the common courts of Georgia in accordance with this article.
- 17.2.2 A notice sent by the Bank regarding the fulfillment of obligations and the granting of an additional term shall be considered delivered by sending it to the e-mail address specified in this agreement.

- 17.2.3 The Client shall immediately notify the Bank of any changes or additions made to the information that he/she has submitted to the Bank, and to the documents he/she has submitted, including concerning the change of contact details (legal/actual address, telephone number, e-mail, etc.); Otherwise, the notice/warning sent to the contact address that is known to the bank will be considered delivered. Also, he/she shall keep the necessary equipment and network for communication (including mobile phone, computer, Internet) in good working/switched on condition. Otherwise, the bank shall not be liable for the consequences/damage caused by this;
- 17.2.4. The Bank shall have the right to apply to the notary to request the issuance of a writ of execution on the basis of this Agreement and/or any document executed based on it and/or to satisfy the timely demand for payment of arrears arising in connection with such documents, which means that the bank is entitled to satisfy the claim arising on the basis of this Agreement and/or any document executed under it, by the compulsory execution of the writ of execution issued by a notary.
- 17.3 Information posted at the internet page of the bank and stored at the bank's database (computer programs), electronic copies of such information prepared by the bank and printouts, which are certified by the signature of the authorized bank official, have the power of proof for the purpose to evidence presence-absence of facts associated with the relations envisaged by the present agreement.”
- 17.4. In case of discrepancy with the other agreements previously processed with regard to the subject matter of this agreement, the present agreement shall prevail.

## **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 the 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 sending the notice on termination by one party to the other, 1 (one) month earlier, upon the initiative of the 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.pashabank.ge](http://www.pashabank.ge) or at the branches/service centers of the Bank, two (2) months prior, in case the amendments are related to the significant terms of the agreement and one (1) month prior, in case the amendment are made to the price of other financial product, to their enforcement/implementation (except the cases prescribed by legislation). The notification is also permitted in any form envisaged by clause 18.4 of the present agreement. The client is entitled before 1 (one) or 2 (two) months expires (according that which of the terms are amended - significant terms or other terms on price increase of other financial product), 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. Sending notification by the bank by means of internet banking and/or email shall be equal to the written form of communication. Also, notification can be sent by means of SMS. Written notification should be delivered to the party at the last address known to the notification sender.
- 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 (among them 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 the courier or post in case of 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 the first), b. if the notification is sent by the client, on the following banking day of registering the notification at the bank chancellery;
- 18.5.2.2.** In case of sending notification by the bank by means of the internet banking, the notification shall be deemed as delivered within 3 days after the sending date, disregarding the date of actually becoming familiar with the notification. The client is obliged, regularly, at least once a month become familiar with the notifications received from the internet banking.
- 18.5.2.3.** In case of sending via email, SMS and/or other electronic means – a. if the notification is sent by the bank, on the second banking day after 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 the notification is sent by the bank, it shall be deemed as received in cases when the party sending the notification receives back the notification if the addressee does not reside at the indicated address/provided in the contact data, the addressee refuses to receive the notification or abstains from its receipt.
- 18.7.** The parties shall proceed communication at 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 (among them via email), also at any other address(es) of the client known to the bank. The parties shall, in case of change of addresses or any of their data, timely inform the other party, otherwise, communication made by the party at the indicated address (sending notification) shall be deemed as duly accomplished.
- 18.8.** 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. 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 rest of the clauses of the agreement/covenant. Instead of invalidated clause, that clause shall be used which will better ensure achievement of the goal envisaged by the respective agreement.
- 18.10.** The client is not authorized, without prior written consent of the bank, to concede its contractual rights and/or obligations to the third person(s) fully or partially. Furthermore, this does not exclude the right of the bank, at own discretion, to accept performance 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.** 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, which are not envisaged by this agreement, the parties abide by the effective legislation of Georgia.
- 18.14.** Terms of the present agreement shall prevail over any agreement and covenant prior processed between the parties over the same matter.
- 18.15.** The present agreement is made in English language, terms of which are posted at the bank web page: [www.pashabank.ge](http://www.pashabank.ge). Upon request, the client shall receive a signed counterpart. Text of the present agreement in Georgian language is also posted at the same bank web page. In case of discrepancy between the texts Agreement executed in Georgian language and its terms shall prevail over the texts composed in any other languages.