

Change to the Bank Product Service Contract (Legal Entities)

1. The attached sample agreement “On Conclusion/Acknowledgment of the Bank Product Service Contract” be approved along with the changes and additions to be made to the Standard Bank Product Service Contract (appendix 1).
2. From 1 May 2016, the Bank and the Customer shall be obliged to sign the agreement “On Conclusion/Acknowledgment of the Bank Product Service Contract”. The customer shall be advised that the hardcopy of the Bank Product Service Contract is available at the Bank (service center(s)) location(s), while the softcopy is published on www.cartubank.ge.
3. Subsections 1.19, 3.3, 5.11.9, 6.6.3, 11.3.2.10, 11.4-11.12, 14.17 be added to the Bank Product Service Contract.
 - “1.19. Contract on conclusion/acknowledgment of the contract on use of the bank products – an Contract in writing between the Bank and a client under which the client becomes a party to this contract with its signature to the Contract making this contract binding to the client so that the latter does not need to sign this contract”.
 - “3.3. In case of termination of this contract, the regular commission for use of the bank products shall be payable pro rata the period of the rendered service. The Bank services rendered within the term of this contract shall be deemed rendered regardless of its/their use by the client. In case of advance payment of the service commission by the client, the Bank shall be obliged to refund the overpayment”.

“5.11.9. Regulation for use of the payment tool (card):

5.11.9.1. The Client shall be obliged to:

- a) use the payment card according to the relevant terms defined in this Contract and advised by the Bank/posted on its web-site;
- b) ensure the safety of the card and its unique attributes;
- c) with an immediate affect report to the Bank loss, theft, appropriation or illicit use of the card;

5.11.9.2. The Bank shall be obliged to:

- a) apply all possible measures to ensure the card safety and its protection from the illicit use;
- b) ensure that unique attributes and protection means of the card are accessible to the card holder solely;

- c) report in clear terms the card safety requirements to the client;
- d) ensure receipt at any time of the notice (“c” of this Contract) sent by the Client/card holder or a person pre-nominated by the latter. At the Client’s request, the Bank shall be obliged to confirm receipt of the notice unless over 18 months have elapsed from its receipt;
- e) upon receipt of the Client’s notice under 1(c) of this article, immediately prevent further use of the card;
- f) bear all the risks related to dispatch of the payment instrument or/and its unique safety means and attributes.

5.11.9.3. The Bank shall bear no responsibility for the results of the Client’s decline of the suggested safety measures. In the said case, the risks shall transfer to the Client”.

- “6.6.3. under this Contract and the relevant legislation, on the grounds of a request/order received by the Internet bank, effect the requested banking operation”.
- “11.3.2.10. a failed or inappropriately fulfilled payment order if caused by inaccurate information supplied by the Client”.
- “11.4. The Bank shall bear responsibility for due fulfillment of the Client’s payment order save the circumstance under 11.3.2.10. or if the recipient details received by the Bank are accurate and the recipient’s provider has received the transaction fee (the Bank transferred the sum specified in the payment order to the account of the recipient’s provider)”.

“11.5. If the Bank duly fulfilled the Client’s payment order, the recipient’s provider shall bear responsibility to the Client or/and recipient for due fulfillment of the payment”.

“11.6. If in breach of 11.4, the Bank has inappropriately fulfilled the payment order, it shall be obliged to return inappropriately transferred sum and the relevant commission to the Client. If the Bank rejects accusation regarding inappropriate fulfillment of the payment order, only as a result of the effective Court decision, shall it be obliged to return the inappropriately transferred sum (together with the commission). The Parties agree that the Client shall waive its right to claim the damage, including lost profit caused by the Bank actions under this section (breach of the contractual obligations or/and legal requirements) save the case when the effective Court decision establishes cause-and-effect relationship between the Bank’s action and the damage done to the Client”.

“11.7. If, under 11.4, 11.6, the Client is the recipient and the Bank bears responsibility for an inappropriately effected payment, it shall be obliged to transfer the sum to the Client’s account.

The Parties agree that the Client shall waive its right to claim the damage, including lost profit caused by the Bank actions under this section (breach of the contractual obligations or/and legal requirements) save the case when the effective Court decision establishes cause-and-effect relationship between the Bank's action and the damage done to the Client”.

“11.8. The Client shall have the right to request the Bank reimbursement of the sum of the unauthorized or inappropriately fulfilled transaction unless more than 40 or 180 days have elapsed from the date of the unauthorized or inappropriately fulfilled transaction (respectively) and the Client reported the unauthorized or inappropriately fulfilled transaction immediately upon receipt of the relevant information. The payment operation shall be deemed authorized in case of the Client's approval thereof unless otherwise determined by the relevant legislation of Georgia. The form and procedure of the Client's approval shall be specified in this Contract etc. Contract between the Bank and the Client”.

“11.9. If the Client reports the unauthorized or inappropriately fulfilled payment after the term under 11.8, the Bank shall be obliged to take its best effort to assist the Client in the recovery of the relevant sum. This section shall not give rise to the Client's claim of damages, recovery of the sum etc. via the Court”.

“11.10. Under this section, save the case under 11.12, the Bank shall be obliged to reimburse the sum of the unauthorized payment to the Client in the amount determined in accordance with 11.11”.

“11.11. Save the case under 11.12, the Client shall pay the damages in the amount of not over 100 GEL in case of an unauthorized transaction effected in Georgia by means of a stolen, lost, appropriated or illicitly used payment instrument. For the purposes of this section, in Georgia, an Internet transaction shall be deemed effected if it involves a payment tool generated in Georgia and the web-site belongs to a Georgian citizen, legal entity registered in Georgia or another organization, which is not a legal entity”.

“11.12. The Client shall be fully responsible for the damage resulting from the unauthorized payment, if caused by its deliberately breached contractual obligations under 5.11.9 or negligence”.

- “14.17. The hardcopy of this Contract in the Georgian language is displayed at the Bank (its service center(s)), while the softcopy thereof is posted on www.cartubank.ge. This Contract shall become binding to the Client upon signing “The Agreement on Conclusion/Acknowledgment of the Contract on the Banking Product Service”. The

Agreement on Conclusion/Acknowledgment of the Contract on the Banking Product Service shall form an integral part of this Contract.

4. Subsections 4.9, 5.11.6, 10.1.2, 14.1, 14.4, 14.9, 14.10, 14.11 and 14.16 of the Bank Product Service Contract be changed and restated as follows:

- “4.9. The Bank shall ensure that the sum(s) deposited and/or credited to the Client’s accounts including transfer of 10 000 (ten thousand) GEL/its equivalent in a foreign currency or more are posted no later than the next banking day from submission of the Client’s relevant order and/or within the term stipulated in the laws”.
- “5.11.6. The Client shall bear responsibility for a transaction effected prior to the actions under clauses 5.11.2 and 5.11.3 according to this Contract”;
- “10.1.2. immediately notify the Bank on changes and additions to the documents and information supplied to the Bank, including the one on founders of the Client, a change to the constituent documents, replacement of the Client’s beneficiary owner, as well as change of contact details (legal/actual address, phone number, e-mail address, etc) and have the communication network and devices (a mobile phone, computer, the Internet) in stand-by mode. Otherwise, the Bank shall bear no responsibility for the results/damage”.
- “14.1. This Contract shall come into effect upon its signing by the Parties and be valid indefinitely. The Contract shall be terminated in case of the events specified therein or/and the cases determined by Laws”.
- “ 14.4. The Parties shall communicate in writing. For efficiency purposes, a notice can be sent to the Client by fax, e-mail, remote or other means of notification established by the Bank provided that upon the Client’s request, a notice in writing shall also be delivered to the Client within the reasonable term”.
- “14.9. The Bank shall make a change or an addition to this Contract or/and the ones executed /to be executed within its frameworks, by way of posting it on its official web-site www.cartubank.ge or displaying it at its services centers 1 (one) month prior theretofore. The notice may also be made according to 14.4 of this Contract. Within the said 1 (one) month, the Client shall be authorized to terminate this Contract/agreement and pay the Bank in full all the fees/debts save the case when under another contract with the Bank, the Client is obliged to retain the current account for the term of this Contract. Otherwise, the

Contract/agreement, along with the changes therein shall be deemed approved by the Client and prolonged with the same terms and conditions. In case of change of the service commission in favor of the Client, also a new service that does not replace and/or change the payment service(s) under this Contract, the Bank shall not bear the obligation under this sub-section”.

- “14.10. The Bank shall be entitled to a unilateral change of a commission and notification of the Client thereon in any way convenient to it, including remote communication, posting the information on the web-site and/or its display in its head office or service centers 1 (one) month theretofore. Notice may also be sent by any means under 14.4. Regulations stated in 3-5 sentences of 14.9 shall apply to the change under this sub-section”.
- “14.11. At any time, the Client or the Bank shall be entitled to the termination of this Contract or/and the ones executed /to be executed within its frameworks. By a 1 (one) month prior notice in writing, the Client shall notify the Bank about the termination. Termination of the Contract/agreement by the Client shall not imply cancellation of the restrictions under 10.3.9. By 1 (one) month prior notice made by a means of communication convenient to the Bank (including remote communication), the Bank shall be obliged to notify the Client about the termination of this Contract. In case of termination of this Contract, the Client shall be obliged to pay the Bank all its debts within 5 (five) calendar days from the date of the aforesaid notice”.
- “14.16. The Bank and the Client agree that this Contract shall replace the one they concluded regarding the banking operations prior to 20 April 2015 (Contract on Banking Operations, the subject of which is/was similar to the one of this Contract). Consequently, all the appendixes, additional agreement etc. contracts associated with it and executed within its frameworks shall remain valid and be deemed by the Parties as the appendix, additional agreement, an associated contract or the one executed within its frameworks. If the regulations and terms of the appendix, additional agreement, contracts associated with it and executed within its frameworks of the Contract on Banking Operations effective prior to conclusion of this Contract contravenes those of this Contract, the regulations and terms of this Contract shall prevail”.