

Based on Article 13.9 of the Agreement on Banking Products (for physical entities) placed at the internet-page www.cartubank.ge (hereinafter the Agreement), the following changes and additions are made to the Agreement:

1. Point 3.3. of the Agreement to be annulled;

2. Point 4.4. of the Agreement to be amended and read as follows:

„4.4. The Client consents the Bank to open additional account(s) in compliance with the rules and procedures established by the Bank based on the remotely made application provided that the Client has already opened an account with the Bank”.

3. Point 4.7 of the Agreement to be amended and read as follows:

„4.7. The Bank shall ensure reflection of funds deposited and/or credited to the Clients account(s) or transfer of funds from the Client’s account(s) no later than within the following banking day upon submission by the Client of relevant order to the Bank and/or within the term stipulated under the law. At the same time, the Bank and the Client agree that the Bank is entitled to ensure transfer of the amount of 10.000 (ten thousand) GEL or the greater amount no later than within the following banking day”

4. Point 4.10 of the Agreement to be amended and read as follows:

„4.10. With the purpose of charging off the funds from the Client’s account(s), the Bank shall accomplish operations on the basis of electronic and paper payment documents submitted to the Bank by the Client during the operation day; the orders received by the Bank from the Client upon expiration of operation day shall be considered received at the following banking day which shall not constitute a restriction for the Bank to accomplish payment order at the day when a payment order is submitted to the Bank”.

5. Sub-point 4.16.3. of the Agreement to be amended and read as follows:

„4.16.3 In cases envisaged under the applicable legislation and/or contract, agreement, and/or other document made between the Client and the Bank (like: surety, collection order)”.

6. Point 5.9 of the Agreement to be amended and read as follows:

„5.9 Issued card is a debit card. The holder of the card is entitled to use the amount deposited/transferred to the account. Card maintenance annual service fee, minimal balance and in case of over expenditure related interest and break fee (if any) is deducted from the amount.”

7. Sub-point 5.11.2 of the Agreement to be amended and read as follows:

„5.11.2. In case of loss of the card the Client/card holder is obliged to immediately notify the Bank thereon in writing or by phone (dialing +995 32 200 80 80) and request blocking of the card. The card can be blocked:”

8. Point 8.7. of the Agreement to be amended and read as follows:

„8.7. Priority ranking of automatic transfers is determined according to the date of commencement of use of each separate service. If “day of the month” of several transfers and/or periodicity of “origination of indebtedness” (in case of utility bills and mobile payments) fall on the same day, the bank shall determine priority ranking without prior calculation”

9. Point 8.8. of the Agreement to be amended and read as follows:

„8.8. For a specific order the Client shall determine whether the Bank shall use the balances of other current and/or card accounts (additional accounts). The Client consents the Bank to use “available balance” of permitted overdrafts of the accounts. In such case the interest envisaged under a relevant agreement shall be accrued on the amount of utilized overdraft”.

10. Point 8.9. of the Agreement to be amended and read as follows:

„8.9. Provided the Client gives consent on accomplishment by the Bank of the operation envisaged under point 8.8. and in the event of insufficient balance of national currency on the Client’s account as of the date of automatic transfer, the Bank shall be entitled to debit the amount from the balance of other currency without acceptance, convert according to the commercial rate applicable at the moment of conversion and direct the amounts for accomplishment of order of automatic transfer. The Bank shall do the same when the balance is available on the foreign currency account and at the same time is insufficient on national currency account.”

11. Subsections 9.3.7.5 and 9.3.7.6 shall be added to the Agreement:

“9.3.7.5. There are the circumstances under 9.3.9 of this Agreement;

9.3.7.6. At any time, the Bank shall terminate this Agreement in the way specified in 13.11”.

12. Subsection 9.3.9 shall be added to the Agreement:

„9.3.9. In the following cases and way, terminate transactions (in full or in part) in the Client’s account(s) and those of the persons associated with it.

9.3.9.1. The Bank becomes suspicious about the validity of one or more transactions or if a requested transaction is dubious or uncommon in which case it shall act according to the Georgian legislation on prevention of legalization of illicit incomes;

9.3.9.2. The Client requested a transaction implying the sum transfer to the alert zones etc. banking transactions. The alert or uncooperative zone shall be a country or a territory thereof, in which, according to the information supplied by the relevant authority the illicit income legalization control mechanism is presumably inappropriate.

9.3.9.3. On the grounds of the relevant systems or the information supplied by the relevant sources, the Bank became aware of the client’s, its representative’s etc. associated legal or natural person’s participation in money laundering, etc. economic crime, terrorism etc. gross offence, a charge brought against them or another suspicion or, if a party to a banking transaction is on the terrorist or terrorism supporters’ list in which case the restriction shall be effected before the person is taken off the database of the relevant systems and sources unless otherwise determined by the relevant competent authority (the Court, administrative authorities etc.).

9.3.9.4. In the cases specified in the Georgian legislation on prevention of the legalization of the illicit incomes etc. and, also, when regardless of the reasonable measures taken by the Bank, the Client, its beneficiary owner or a party to a transaction or its content cannot be identified.

9.3.9.5. The Parties agree that the Bank shall not be obliged to prove the validity of the circumstances under 9.3.9.1-9.3.9.4 and in case of obtainment of information from any source regarding the said circumstances or at its own discretion, decide to fully or partly terminate the banking operations. The Client shall bear the burden of prove regarding the circumstances under 9.3.9.1-9.3.9.4; supply of information and data regarding the Client to the illicit income legalization combat and crime prevention services, international and national financial institution and organizations shall not be deemed breach of the confidentiality clause by the Bank. If, at the Court or relying on the unquestionable data the Client proves nonexistence of the fact under 9.3.9.1-9.3.9.4, the Bank shall be obliged to cancel the restriction regarding the banking transactions under this section. Also, the Client shall wave the payment of damages suffered as a result of restrictions under this section.

13. Sub-point 9.4.5 to be added to the Agreement:

„9.4.5 The Client shall be liable for any damage incurred to the Bank as a result of breach of conditions of this Agreement and requirements of the law.”

14. Point 12.2. of the Agreement to be annulled.

15. Point 12.4. of the Agreement to be amended and read as follows:

„12.4 The Bank is entitled, without additional consent of the Client and regardless restrictions determined hereunder, to provide credit information bureau, including JSC Creditinfo Georgia (identification code: 204470740), with any information on the Client in line with the rules established by such bureau as a result of which the Client shall be registered with the database of credit bureau. The information to be transferred may include: the Client’s identification data, indebtedness balance, progress and results of court and enforcement proceedings and other information related to liabilities of the Client. At the same time the Client consents the Bank at any time to receive any information regarding the Client from credit information bureau, debtors’ registry and/or all public and/or special search data bases the bank has public and/or special access to;“

16. Point 12.5. of the Agreement to be amended and read as follows:

„12.5 The Client consents the Bank to transfer confidential information on the Client held by the Bank including personal data only to the third party the Bank has made non-disclosure agreement with and provided that such third party ensures proper protection of the Client’s personal data.“

17. Point 12.6. of the Agreement to be amended and read as follows:

„13.6 The Client is obliged to waive in writing the consent on processing and transfer of personal data and demand termination of data processing and/or destruction of the data. The Bank shall ensure termination of data processing and destruction in cases and according to the rules envisaged under the law.”

18. Point 13.3. of the Agreement to be amended and read as follows

„13.3 The Client is entitled to submit to the Bank a written claim in connection with the Agreement in the form determined by the Bank. The form of the claim can be obtained in operation department of any service center of the Bank or through the web-page of the Bank. In addition, the claim shall be considered by the defender of rights of customers of the Bank within 10 business days and the Client shall be notified on the result in any form acceptable to the Bank. Instructions on filing and consideration of the claim can be found at the internet-page of the National Bank www.nbg.gov.ge/cp“

19. Point 13.11. of the Agreement to be amended and read as follows

„13.11. The Client or the Bank shall be entitled to terminate this Agreement at any time. By a 10 (ten) calendar day prior notice in writing, the Client shall be obliged to notify the Bank about the termination of this Agreement. Termination of this Agreement by the Client shall not mean cancellation of the restrictions under 9.3.9. 10 (ten) calendar days before the termination of this Agreement, Under this Agreement, the Bank shall be obliged to notify the Client about it by any means at its convenience, including the means of remote communication. In case of termination of this Agreement, within 5 (five) calendar days from the receipt of termination notice, the Client shall be obliged to repay in full any of its debts to the Bank”.