

Change to the Banking Product Service Contract

(Legal Entities)

In the contract, the term “Business Card” shall be replaced by “the Commercial Card”.

1. Sections #1.6, 1.7, 3.1, 5.2, 5.4, 5.6, 5.10, 5.11, 9.4, 5.12.1, 5.13.1, 5.13.2, 6.3, 6.4.8 and 7.6 shall be restated as follows:

1.6. The Bank Card (hereinafter “Card”) - the payment instrument generated by the Bank for the Client, which is the property of the Bank designated for effecting banking operations. (Visa or MasterCard issued by the Bank).

1.7. The Commercial Card (**Business Card**) – a bank card whereby the holder/ user disposes of cash resources of a legal entity and effects legitimate transactions.

3.1. For opening an account, effecting the banking operations etc. services (including the Internet banking, SMS bank, card services, automatic transfer, etc.), the Client shall pay the Bank a commission fee (service fee) the amount of which shall be determined in accordance with the rates defined by the Bank at the time of the banking operation and/or service and/or according to individual rates established for the Client by the Bank. Furthermore, prior to effecting the banking operations, the Client shall be obliged to familiarize itself with the rate of the relevant operations at service centers and official web-page of the Bank www.cartubank.ge.

5.2. For the purpose of card transactions, the Bank shall open card accounts; several cards can be attached to one card account or several accounts can be used with one card. For the purpose of effecting transactions, in the relevant application, the Client shall specify the priority account. The currency account in which the client effects a transaction shall prevail, with the priorities determined by the Client applicable thereafter.

5.4. The card holder may be the Client or a person nominated by him/her (in case of an additional card) (hereinafter: the Card User). Name, surname and specimen signature of the holder/user of the Card are inscribed on it. Along with the personal identification code separately provided to the card holder, the said information shall be deemed its identification means.

5.6. Each card holder shall be assigned a 4-digit confidential personal code (PIN) used for withdrawal of money from ATMs or identification of the card holder at POS terminals.

5.10. The card transactions in GEL, USD and euro shall be posted to the client’s account in the same currency. In case of a transaction effected in a currency different from the one of the card account, while the balance on the account is insufficient for the transaction, the Bank shall convert the sum according to the exchange rate determined within the Bank network on the day of the settlement. A transaction effected in another currency shall be posted to the card account opened first by the client or the one in which the client has sufficient balance. In case of the international transactions, the Bank shall determine the exchange rate according to the one established by the relevant Plastic Card Payment System (Visa / MasterCard).

5.11.9.4. The Bank shall bear no responsibility and shall not consider a client's claim regarding erroneous or/and fraudulent/unauthorized transaction(s) of up to 100 GEL (regardless of the number of the transactions) effected via POS terminals at the service and commercial outlets on the territory of Georgia, when no PIN code is requested.

5.12.1. No later than the fifth day of each month, the Client shall be obliged to request and receive a statement on the card account transactions effected in the previous month and within 15 calendar days upon its receipt submit a grounded claim regarding the suspicious transaction and attach the documents (if any) relevant to the transaction. In case of failure to obtain the statement and submit a claim within the term determined under this clause, any card transaction shall be deemed confirmed by the Client and

cannot be further disputed. The Bank shall be obliged to consider the card holder's claim regarding an effected transaction no later than within 20 business days. If for the reasons beyond the Bank's control, the claim cannot be considered and resolved, the Bank shall be obliged to report to the client the reason behind the delay and the time when the claim shall be considered and resolved. The term of resolving the claim and reporting the decision to the client shall be no longer than 55 business days from receipt of the claim.

5.13.1. The Client shall be obliged to pay the card use (generation, renewal, stoplisting etc.) and card transaction commission the amount of which shall be determined by the Bank. The Bank service tariffs and the sums payable by the client shall be determined by the Bank and posted on its website: www.cartubank.ge, while the amount of the commission for the transactions effected abroad, the tariffs determined by the Visa and MasterCard international payments system shall apply.

5.13.2. The Client shall be obliged to effect card transactions solely within the limits of the available balance. According to its rates, the Bank shall charge interest to the amount deliberately or mistakenly spent in excess of the available balance per each day of overexpenditure.

6.3. If the Client uses a full Internet banking service package, along with the username and password it shall be provided with DGPass electronic device, with a figure combination (code) generated (changed) every 36 (thirty six) seconds. The Client shall be able to effect certain transactions via the DGPass generated code and/or SMS.

6.4.8. When using DGPass, and in case of termination of Internet banking service, complete the Internet banking termination/cancellation application and return the DGPass device to the Bank. Otherwise, the client shall bear responsibility for the relevant effects.

7.6. The SMS service shall be subject to the terms and conditions of this Contract, with the specifics of this clause taken into account. Also, for the purpose of safe bank service, the Bank shall have the right to enable SMS bank to the client free of charge. The Bank shall have the right to disable the client's SMS bank service and send advertisements/offers to the client.

2. Sections 1.20, 1.21, 1.22, 1.23, 5.11.9.1(d), 5.14, 5.15. and 5.16 shall be added to the Contract and restated as follows:

1.20. The Virtual Card – the card details (at least the number, validity terms and PIN code) whereby, with the due authentication measures applied, the card holder can make payments on the grounds of a contract executed with the issuer in case of unavailability of a material card.

1.21. Remote Banking Service Channel (including the Internet bank, mobile bank, cash machines etc.) – the devices, software or/and various electronic channels determined by the Bank whereby the client can get the service under these terms, effect banking transactions or get the information relevant to its account without a visit to the Bank.

1.22. 3D security service of the Bank card – the service which shall ensure safety of the Internet transactions effected by a Visa and MasterCard.

1.23. Card Scheme – the international (Visa, MasterCard, Unionpay, American Express etc.) and the local card schemes of the same regulations, technical standards and introduction manuals on the grounds of which a card transaction is processed. This shall also include a decision-making authority or person. In case of the local card schemes, the relevant information shall be posted on the Bank's website: www.cartubank.ge or be available from another source reported to the client.

5.11.9.1. The client shall be obliged to:

d. In case of overexpenditure, immediately deposit (replenish) the sum to the account and report it to the Bank or do the same without a delay upon receipt of the Bank's notice.

5.14. The effected bank transactions (save the international transactions) shall be posted to the account no later than the next day. The term of posting the sum shall comply with the one reported by the Payment systems.

5.15. The details of the effected conversion shall be provided to the client by the bank statement. The exchange rate shall be specified on the Bank's website: <https://www.cartubank.ge>

5.16. The client familiarized itself with the card scheme (in case of the local card scheme) and by signing this Contract agrees to the terms and conditions thereof.