

Change to the Banking Product Service Contract

(Legal Entities)

1. Subsections 10.1.2, 10.3.1. and 13.4 be added to the Banking Product Service Contract for Legal Entities and restated as follows:

“10.1.2. With an immediate effect, report to the Bank a change and addition to the submitted documents and supplied information, including the contact details (legal/actual address, telephone number, email, etc.); also have the stand-by communication appliances and network (including a mobile phone, computer, the Internet). The stand-by mode implies availability of the Georgian and Latin alphabet/font reading software. Otherwise, the Bank shall not be responsible for the relevant results/damage”.

„10.3.1. For the purpose of opening an account, appropriate identification of a client and compliance of the client transactions effected/to be effected on its account, request the client any information and document or/and updating the submitted /supplied one.

“13.4. The client agrees that the Bank may transfer the confidential information available to it, including the personal data, bank statement and information related to its account/effected (to be effected) transactions to another commercial bank, the relevant payment system, operator or/and provider and, also, the selected third person the Bank has executed the confidentiality contract with on condition of secure protection of the client personal data. The same holds true for a relevant authorized person, including the auditor auditing the standing of the Bank, a tax consultant, advisor, assessor and their assistants, while in case of a litigation / proceedings or administrative proceedings, to the Court, the relevant administrative authority, arbitration (if the Court session/proceedings or if ordered by the Court/etc. authority/legitimately requested by a person, also if the Bank requested closed Court session/proceedings but was refused), the lawyer(s), consultant(s) and their assistants and, also, for the purpose of legitimate or contractual concession/assignment/fulfillment of the Bank’s rights and obligations toward the client”.

2. Subsections 10.1.13, 10.1.14 and 11.13 be added to the Banking Product Service Contract for Legal Entities:

“10.1.13. Immediately update the documents submitted to the Bank or/and provide the additional ones/information requested by the Bank”.

“10.1.14. The client shall be obliged to pay the damages to the Bank resulting from breach of the contractual terms and non-compliance with the relevant legislation”.

“11.13. The client shall be obliged to reimburse (in full) the expenses incurred/to be incurred by the Bank resulting from the client’s default contractual obligations (including subsection 10.1.2, 10.1.3 and 10.1.13) or/and the ones under the contracts executed within the frameworks of this Contract, including the sanction/penalty imposed by the regulatory authority (the National Bank)”.