

**Change to the Banking Product Service Contract  
(Natural Persons)**

**1. Sections 4.16.2. 5.13.2. 9.1.7. 9.3.6. 12.4. 13.3. of the Bank Product Service Contract be Restated as Follows:**

„4.16.2. At any time (including the deadline of fulfillment of an obligation), the Bank has the right, without the client's further approval, to write off without acceptance a sum from the client's currency account in which the loan payments are to be made unless otherwise instructed by the client/borrower. If a debt is in a currency different from the one of the sum in the account or the sum in the same currency is insufficient to repay the debt in full, the Bank is entitled to the conversion for the purpose of topping up/covering the bills payable from the currency in the relevant account, with the equivalent determined by the exchange rate defined by the Bank at the time of the write-off. Unless the Client instructs otherwise regarding the write-off, the Bank shall rely on the regulation above.

„5.13.2. The Client shall be obliged to effect card transactions within the available balance. In case of over-expenditure (deliberate or erroneous) of the available balance, the Bank shall have the right to charge an interest per each day of overexpenditure according to the defined tariffs; In case of overexpenditure, the Bank shall be obliged to immediately (but no later than five business days from the overexpenditure) notify the Client via an agreed communication means. The Bank shall not be responsible for the breached obligation if the Client cannot be contacted/the information cannot be supplied by the addressee's fault and/or the addressee changed the contact details without reporting to the Bank.

„9.1.7. Notify the Bank about a sum erroneously entered to its account within 1 (one) day from the receipt of the information and return the sum; Otherwise, in 5 (five) business days from reporting the error to the Client, the Bank shall have the right to impose a penalty in the amount of 0,2% of the utilized sum per each day of use. If within 5 (five) business days the Client returns the sum erroneously entered to its account or is written-off from the Client's account, the penalty shall not be imposed. Payment of the penalty shall not release the Client from fulfillment of its obligation; the financial institution shall not be responsible the breached obligation if the Client cannot be contacted/the information cannot be supplied by the addressee's fault and/or the addressee changed the contact details without reporting to the financial institution.

„9.3.6. Write-off without acceptance the sum erroneously entered to the account(s) and collect the penalty in the amount of 0.2% for the utilization of the said sum/a part thereof per each day of use in case of the Client's breached obligation under 9.1.7 of this Contract in the way specified in the said section.”

„12.4. The Client acknowledges that the Bank may transfer the confidential information available to it, including its personal data, bank statement and the information relevant to the transactions effected (to be effected) from the Client's bank and credit accounts to another commercial bank and, also, the third person with whom the Bank has concluded the confidentiality contract providing the said third person

ensures appropriate protection of the Client's personal data, as well as, in the case under the legislation, the relevant authorized person, including the auditor engaged for inspection of the Bank standing, tax consultant, adviser, assessor and their assistants; in case of court proceedings (civil, administrative, criminal, arbitration or mediation) between the Bank and the Client, the Bank may transfer the said information to the Court, the relevant administrative authority, arbitration, mediators, whether the court session is closed or public; (if the Client is not a party to the dispute, if the court session/proceedings are closed or by the legitimate request of the Court/another authority/person and also, if the Bank requested a closed session, which was refused) to the lawyer(s), consultant(s), their assistants, also, for the purpose of legitimate or contractual concession/assignment to the third persons/fulfillment of the Bank's rights and obligations towards the Client.

„13.3. The Client has the right to a claim (oral, simple or standard in writing or electronic). The standard claims in writing or the ones made electronically shall be executed in the way defined by the Bank. (see - [www.cartubank.ge](http://www.cartubank.ge)); also, the claims may be sent to the e-mail address ([info@cartubank.ge](mailto:info@cartubank.ge)) of the Bank. oral claims shall be made by dialing (032) 200 80 80; \*8080. A claim in writing may be filed at an operations department of a Bank service center and, also, posted on the web-site ([www.cartubank.ge](http://www.cartubank.ge)); the claim(s) shall be discussed by the Cartu Bank JSC defender of the customer rights and upon consideration, but not later than 1 month from the Client's application and, if required, its identification, the claimer (save the oral claims) shall be informed in writing or electronically (as agreed with the Client and/or in the same way as the claim was made) the result; the information regarding consideration of a claim may be received by phone (032) 200 80 80 ; \*8080

## **2. Sections 1.23, 10.4.5. to be added to the Contract:**

„1.23. Inactive product – the bank product under this Contract which was not utilized by the Client for twelve consecutive months, save the credit products, current and deposit accounts, in case of availability of a positive balance in them.

„9.4.5. The Bank shall be obliged to terminate charging the relevant commission to an inactive financial product, save the cases when apart from the said product, the Client uses the other active noncredit/nondeposit products.