

Amendment to the General Agreement for Rendering Banking Services to Individuals

According to the present document, “General Agreement For Rendering Banking Services to Individuals” posted at the web-page www.pashabank.ge shall be amended, in particular, clauses 2.5, 2.12, 5.4.1², 11.4, 11.9, 11.11, 11.18, 11.19, 11.25, 17.1, 18.3 of the agreement shall be amended, also clauses 2.2.9, 7.1.13, 12.4.3¹, 12.4.3² shall be added to the agreement and shall be formulated as follows:

“2.2.9 E-mail Banking service;”

“2.5. The Bank is authorized to refuse to provide a service to a client without providing grounds for the refusal (unless it is otherwise established by effective legislation).”

“2.12 The National Bank of Georgia represents the supervisory body of the Bank, address of which is Tbilisi, Georgia, Sanapiro Str. N2, and also, the web page of which is www.nbg.gov.ge”.

“5.4.1² Commensurate with the regulation set forth in clause 5.4.1¹ of the present agreement, the department of plastic cards and Customer Experience Management Department of JSC “Pasha Bank Georgia” shall review claims. The client shall be notified on the decision regarding the claim promptly in writing or electronically (as agreed with the client). Information regarding claim hearing process can be obtained at any branch/service centers and/or by means of remote channels. Communication between the client and the bank regarding the claim shall be held at the following email address: customercare@pashabank.ge.”

“7.1.13 Annulment of Pin Code tries and renewal of Pin Code.”

“11.4 To receive a credit product, the client should address the Bank with an application. Consistent with the regulations of the Bank, acceptance of an application for certain products and consequently of the product is permitted via electronic means of communication (telephone, internet bank, email etc.). The Bank shall review the client’s application and shall make a decision to issue or refuse to issue a credit product (the Bank is not obliged to explain the grounds of refusal unless otherwise provided by effective legislation).”

“11.9 In covering the credit product, the amount allocated to the Bank or available in the client’s account shall first be used to cover the commission fee (if any), penalty (if any), then the accrued interest rate, base credit amount and finally other expenses (among them insurance, if any). The client authorizes the Bank to change the above indicated sequence unilaterally, at the discretion of the Bank. Also, mentioned rule is applicable to the credits according which the grace period is prescribed.”

“11.11 Monetary liabilities of the client, as a rule are covered with the amounts accumulated at his/her account. Furthermore, the client takes into consideration that full pre-payment of credit shall not happen automatically if there is sufficient amount available at his/her account and for the full pre-payment of the loan the client should address the bank consistent with the particular and/or present general agreement provisions.”

“11.18 Unless otherwise established by the legislation, the bank is authorized, in case of refinancing of the bank product issued by it or pre-payment from own resources of the client, to charge and request the client, in addition to repayment of the remaining base amount, to pay commission and/or penalty, taking into account remaining term of the agreement as of the moment of pre-payment of the due amount, according to the following rule:

11.18.1. for financial products with the fixed interest rate:

- a. if 6 to 12 months are left before the end of the agreement – not more than 0.5% of the amount designated for the base net amount of credit as of the moment of payment;
- b. 12 to 24 months are left before the end of the agreement – not more than 1% of the amount designated for the base net amount of credit as of the moment of payment;
- c. if more than 24 months are left before the end of the agreement, not more than 2% of the amount designated for the base net amount of credit as of the moment of payment;

11.18.2. For the financial products with variable interest rate:

- a. if 6 to 24 months are left before the end of the agreement – not more than 0.5% of the amount designated for the base net amount of credit as of the moment of payment;
- b. if more than 24 months are left before the end of the agreement, not more than 1% of the amount designated for the base net amount of credit as of the moment of payment;

11.18.3. for the financial products with indexed interest rate – if more than 6 months are left before the end of the agreement, not more than 0.5% of the amount designated for the base net amount of credit as of the moment of payment;”

“11.19. The Bank shall not charge commission fee set forth in clause above, in case:

- a. up to 6 months are left before the end of the agreement;
- b. refinancing of the bank product is fully or partially done through the new credit product issued by JSC Pasha Bank Georgia;
- c. credit product is pre-paid upon request of the bank;
- d. In case of pre-payment of the credit product or refinancing that is made because of amendments provided by the bank itself as a result of non-acceptance to the amendment by the guarantor/joint guarantor/owner of the collateral (this request does not apply if the existing index was canceled for the reason independent from the financial organization and the index is substituted).
- e. credit is covered in the scope of the insurance agreement (if any) processed for securing credit repayment;
- f. overdraft is pre-paid.”

“11.25 The client is requested to promptly notify the Bank of any circumstances referred to in clause 11.24.7 of the present agreement, also on such conditions which may influence the continuation of the credit relations. Furthermore, in addition, if the client uses various credit products and the amount at his/her account is not sufficient to fully cover more than one due/overdue liabilities, the client must contact the bank and inform (both written (branch/internet banking notification) as well as verbal notifications by means of the call-center are acceptable) which liability he/she wishes to cover otherwise that liability shall be covered the remaining amount of which is less.”

“12.4.3¹ To notify the client through one of the communication means determined by clause 18.4 of the present agreement on overdue payment and any other kind of debt, on termination/suspension of the service envisaged by the agreement, also, on possible alienation of the loan – within 5 business days after such fact;”

“12.4.3² Following the regulation and time frames established by the legislation, shall inform the owner of the collateral and/or guarantor/joint guarantor, also notify all lenders participating in the agreement on financial products processed on the basis of the present agreement, on change of the significant terms of the agreement.”

“17.1 The client has the right to address the Bank with a claim in verbal, written or electronic form. To express a verbal claim, the consumer may address the JSC PASHA Bank Georgia telephone service center – contact center (+995 322) 265 000. The standard written form of claim can be submitted to the Bank branches and service centers. Claims can be submitted electronically by means of internet bank or web page of the Bank www.pashabank.ge . The maximum term needed to review a client’s claim is no more than one month after submission of the application and identification of the applicant. Claims are reviewed by the Customer Experience Management Department of JSC PASHA Bank. The client shall be promptly notified of the decision regarding the claim, in writing or electronically (in agreement with the client and/or in the method in which the claim was made). Information about the process of the claim hearing can be obtained at any branch/service center and/or via remote channels. Communication between the client and the Bank with regard to the claim is exercised at the following email address of the Bank: consumercare@pashabank.ge.”

“18.3 The Bank reserves the right to make amendments and modifications to the contents/terms of the present agreement and/or agreement/covenant processed/to be processed on the basis of the present agreement, also to change/establish any commission fee by posting on the official web page of the Bank www.pashabank.ge or at the branches/service centers of the Bank, two (2) months prior, in case the amendments are related to the significant terms of the agreement and one (1) month prior, in case the amendment are made to the price of other financial product, to their enforcement/implementation (except the cases prescribed by legislation). The notification is also permitted in any form envisaged by clause 18.4 of the present agreement. The client is entitled before 1 (one) or 2 (two) months expires (according that which of the terms are amended - significant terms or other terms on price increase of other financial product), at any time, to terminate the agreement/covenant and pay the Bank any due payables/debts in full (except when the client has the obligation to keep the current account for the same effective term of the agreement as provided in another agreement processed between the Bank and the client). Otherwise, the changes (amendments) offered by the Bank shall be deemed as accepted by the client and the agreement/covenant shall be deemed as amended consistent with the offered terms. The Bank does not have the obligation envisaged by this clause, when the agreement terms/commission fee change in favor of the client, also to that new service, which does not substitute and/or change the payment service(s) envisaged by the present agreement. Amendment of the agreement by the Bank in favor of the client does not require the consent of the client, any kind of approval by the latter and/or the sending of any notification to such client. The client may rely on any amendment made in favor of the client solely when the Bank officially and in a written form approves the relevant agreement modifications. The client, at any time, has the right to request information from the Bank on modifications to the agreement terms in their favor. Any change made in favor of the client, upon the decision of the Bank, shall be put into effect immediately or from the date determined by the Bank.”

Amendments set forth in the present document are effective from 1st of April 2021.