

This amendment shall be effective from September 26, 2019.

The following amendment has been introduced to the “Banking Services Conditions” published on the website: [www.procreditbank.ge](http://www.procreditbank.ge):

1. Article 15<sup>3</sup> shall be added to the “Banking Services Conditions” as follows:

**„Article 15<sup>3</sup>. Certificate of Deposit (CD)**

1. The Bank and the Client shall conclude a **“Certificate of Deposit Agreement”**.
2. A certificate of deposit (CD) is a non-materialized negotiable financial instrument (bank deposit (savings account)) and represents the obligation of the Bank to pay the certificate holder (hereinafter referred to as “the Client”) the amount under the Certificate of Deposit Terms and Conditions on the date stipulated in the Certificate of Deposit Terms and Conditions.
3. The Bank issues standard CDs in the national currency and non-standard CDs in a foreign currency (USD and EUR).
4. Under the Agreement, the Client shall pay the nominal value of a CD, on which the Bank shall accrue interests and shall refund the Client the nominal value of the CD upon its due date, under the terms and conditions set forth in the Agreement and this document. In addition, the nominal value of a CD means the amounts transferred by the Client to the Bank for a CD, which shall be refunded by the Bank to the CD holder at the end of maturity of the CD (due date).
5. The Client's title to a CD is evidenced by a statement from the Registry of Certificates of Deposit issued by the Bank. The Client is aware that the statement is not a security but only confirms the legal relations between the parties.
6. A CD issued by the Bank is interest-bearing.
7. By purchasing an interest-bearing CD, the Client will receive interests once a year and the initial amount of the certificate - on the due date. Interest shall start to accrue on a CD on the day following the date of issue of the CD.
8. During the validity of a CD, the Bank may redeem the CD from the Client at a mutually agreed price.
9. The Client is aware and agrees that the CD redemption by the Bank is the Bank's right but not obligation. In case of redemption by the Bank, the Bank shall pay the CD holder the fee specified in the Certificate of Deposit Agreement in exchange for the CD redemption.
10. Redemption of a CD by the Bank automatically leads to termination of the Certificate of Deposit Agreement.
11. After the CD is sold, it is not allowed to change its terms and conditions, in particular, the amount, currency, maturity and/or interest rate. In addition, the Bank reserves the right, at any time, to unilaterally modify the Certificate of Deposit Agreement and Banking Service Conditions, except for the Certificate of Deposit Terms and Conditions, in order to comply

with the new regulations/decisions applicable at the Bank, changed market conditions, banking practices and/or legislation.

12. Partial alienation/redemption of a CD, addition of funds or possession of one CD by several persons shall not be allowed.
13. The Client may alienate a CD within the validity term of the CD. A CD may be alienated to a third party who is not a party to the Agreement and who has accounts opened with JSC ProCredit Bank.
14. Any CD-related payment (purchase, payment of interests, repayment, alienation, redemption) shall be effected through the Client's current account.
15. A CD alienation transaction is made in a transfer order form. The Bank shall determine a transfer order form, except as provided for by legislation. Upon completion of a transfer order form, the Bank shall transfer funds from the buyer's current account to the CD holder's current account and re-register the CD in the name of a new purchaser.
16. Upon alienation of the CD, the CD alienation fee shall be paid to the Bank by the CD holder/seller and/or CD acquirer/buyer at the rates/under the conditions applicable at the Bank on the day of alienation.
17. A CD shall be deemed to be alienated when a relevant entry of alienation is made in the Registry of Certificates of Deposit and payment is effected between the parties. Upon completion of the above process, the CD buyer shall be transferred a statement from the Registry of Certificates of Deposit issued by the Bank.
18. After the CD is alienated and/or in each case of alienation, the CD buyer shall take the place of the previous CD holder, and these Banking Service Terms and Conditions and the provisions of the Certificate of Deposit Agreement, also the representations and all other conditions associated with the use, ownership and management of the CD shall fully apply thereto. For these purposes, a Certificate of Deposit Agreement shall be concluded with a new CD holder/purchaser.
19. If a CD is a collateral for a bank claim, it may not be permitted to sell the CD to a third party.
20. The Bank shall register the sale and alienation of a certificate of deposit in the Certificate Register.
21. The Client is aware and acknowledges that a CD may be transferred only as an interest-bearing transaction, and the payment shall be made in cash.
22. Upon the due date of a CD, or after the Bank redeems the CD at the price agreed with the Client, the CD shall be repaid and the relevant entry in the Registry of Certificates of Deposit shall be canceled. The accrual of interests under the Certificate of Deposit Terms and Conditions shall also be terminated.”