

Amendments shall be effective as of March 01, 2024.

The following amendments have been introduced to the Banking Services Conditions published on the web page www.procreditbank.ge:

1. Paragraph 1-3 of Article 2¹ of the “Banking Services Conditions” shall be amended to read as follows:

1. “Definition of terms provided in this Article:

a) **information** - any information containing banking, commercial, confidential, personal, including biometric, data of the customer legal entity and/or private individual.

b) **personal data (hereinafter ‘data’)** – any information relating to an identified or identifiable private individual. An identifiable private individual is one who can be identified, directly or indirectly, including by his/her name, surname, identification number or other characteristics.

c) **information processing** – any operation performed on personal data by automated, semi-automated or non-automated tools, including collecting, recording, photographing, video monitoring and/or audio monitoring, organising, storing, altering, retrieving, requesting for access, using or disclosing by data transmission, dissemination or otherwise making available; grouping or combining, blocking, erasing or destroying;

d) **direct marketing** - the direct and immediate delivery of information to the Customer by telephone, mail, email or other electronic means to generate and maintain interest in, sell and/or support the Bank/person, product, idea, service, work and/or initiative, as well as image and social issues.

2. Considering the requirements of the legislation of Georgia:

2.1. The client hereby consents and agrees that the bank may process any data of the client, also make information available for the bank shareholders and their controlling entities, the bank's subsidiary enterprise(s)/organization(s), make information available for other government and international organizations, make information available for tax consultants, auditors, legal advisers, insurance companies, payment service providers, the Revenue Service and the third parties providing different services only for the following purposes:

- A contractual or pre-contractual relationship exists with the Client;
- Providing/improving/developing any kind of banking services to/for the Client;
- Considering the Client's application;
- Offering banking/loan products by the Bank to the Client unilaterally, without application of the Client;
- Monitoring the Client's current loan products and verifying the Client's solvency;
- For the purposes of the Bank, providing different types of research/services/ consulting on tax and legal issues / audit;
- Reporting to the bank shareholders;
- Making an expert examinations related to banking services;
- Direct marketing and/or automatic information processing/profiling;

- Participating in various (related to Visa, MasterCard, or other banking service) promotional activities;
- Updating/correcting/completing information;
- Ensuring security;
- Ensuring enforcement;
- Processing of data is required for the Bank to comply with its obligations, under the legislation, or is necessary to protect the material legitimate interest of the Bank;
- Other cases provided for by legislation.

2.2. This consent is given by the Client for the processing of information with the aforesaid purpose during the required period of time.

2.3. Data may be processed only to the extent necessary to accomplish the above purposes. In addition, persons who process data shall ensure that the data is stored in a secure environment in accordance with internationally recognized security standards and best practices, and are exchanged via protected communication channels. Information is stored with the bank only for such time as is necessary to achieve the objective of information processing, considering the storage time determined by legislation and the bank regulations. The Customer may, at any time, withdraw his/her consent to the processing of personal data.

If the Customer does not give his/her consent to the information processing, if there is no other basis for data processing, the bank may refuse to provide services to the client and/or may terminate any agreement with the Customer. Besides, the withdrawal of consent does not lead to the cancellation of the legal consequences arising before and within the scope of the withdrawal of consent.

2.4. The Customer represents that he/she is aware of his/her rights provided by the legislation of Georgia, that the Customer may, at any time, demand the bank to stop using his/her personal data for marketing purposes; The Customer is entitled to request and receive the information on the data processed regarding him/her, request to correct, update, complement, block, cease processing of, restrict access to and/or erase and destroy or transfer (in case of automatic information processing) data if the data are false, incomplete, inaccurate, not updated, or the validity or accuracy of the data is disputed, or if they are collected and processed against the law.

3. The Customer is aware that the JSC ProCredit bank may obtain and process any and all necessary data from the Public Service Development Agency only for the purposes specified by this article during the required period of time under the terms and conditions envisaged by the legislation of Georgia.

2. Paragraph 5 shall be added to Article 2¹ of the “Banking Services Conditions”:

“5. The Customer confirms that he/she has been aware of the terms and conditions stipulated under the personal and banking data protection policy posted on the Bank's website.”