

Amendments shall be effective as of January 25, 2019

For the „Additional Contractual Conditions “concluded before 25.01.2019, the amendments shall be effective as of February 25, 2019.

The following amendments were introduced to the Additional Contractual Conditions published on the web page www.procreditbank.ge:

1. Article 2 of the Additional Contractual Conditions has been amended as follows:

“Article 2. Consent to information processing

1. Definition of terms provided in this Article:
 - a) **information processing** - any operation performed in relation to the data by automated, semi-automatic or non-automatic means, in particular collection, recording, photographing, audio recording, video recording, organisation, storage, alteration, restoration, request for, use or disclosure by way of data transmission, dissemination or otherwise making them available, grouping or combination, locking, deletion, or destruction;
 - b) **information** - any information containing banking, commercial, personal or biometric data of the customer legal entity and/or private individual.
 - c) **direct marketing** - offering goods, services, employment or temporary jobs by mail, telephone call, e-mail or other means of telecommunication.
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, make information available for other government and international organizations, make information available for the third parties providing different services only for the following purposes:
 - Providing any kind of banking services to the Client;
 - 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;
 - Providing loan services to persons related to the Client and monitoring their current loan products. For the purposes of this paragraph, the persons related to the Client are as follows: any third party who directly or indirectly owns the Client's shares in any amount (founders, partners and others); any third party in which the Client directly or indirectly owns shares in any amount; the Client's family members; also any person who is the joint debtor and/or guarantor of the Client under the agreement concluded with the Bank; also the person whose joint debtor and/or guarantor is the Client;
 - For the purposes of the Bank, providing different types of research/services;
 - Reporting to the bank shareholders;
 - Making an expert examinations related to banking services;
 - Direct marketing;
 - Participating in various (related to Visa, MasterCard, or other banking service) promotional activities.
 - 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.

If a Framework Agreement is concluded with the Client (for the use of banking products/services), the Client shall grant an unconditional right to the Bank to process the client's data/information for the above-listed purposes and during the term of the above Framework Agreement, without additional consent of the client.

2.3. Information may be processed only to the extent necessary to accomplish the above purposes. In addition, persons who process data shall ensure that the data are 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.

If the client does not give his/her consent to the information processing, the bank may refuse to provide services to the client and/or may terminate any agreement with the client.

2.4. The client may, at any time, except as provided for by law, demand that the bank stop using his/her personal data for marketing purposes.

The Client represents that he/she is aware of his/her rights to terminate further processing of information only if he/she or any related person does not use current loan/banking products of the Bank and request to correct, update, add, block, erase or destroy data if they are incomplete, inaccurate, not updated or if they are collected and processed against the law.

3. (Deleted).

4. The client hereby consents and agrees that the 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.

5. JSC ProCredit Bank shall collect/process all the credit/non-credit and other relevant information about entities with regard to providing information to and receiving information from the Credit Information Bureaus under the terms and conditions envisaged by the legislation of Georgia. The information shall be processed for analysing clients' solvency and shall be made available for those involved in the Credit Information Bureau as established by legislation (lending organizations and persons receiving/providing information).

When requested by customers (including data subjects), the data controller shall correct, update, add, block, erase or destroy data if they are incomplete, inaccurate, not updated or if they are collected and processed against the law".