

Amendments shall be effective as of **January 13, 2025**

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

**1. The following paragraphs 9 to 15 shall be added to the Article 10:**

9. The Client agrees and grants to the Bank the irrevocable right, without additional consent and written changes/amendments to the agreement, to change/replace unilaterally the reference rate (index) for an indexed deposit (a deposit whose interest rate is tied to any kind of public index refinancing rate, TIBR, EURIBOR), provided that such index has been revoked and/or replaced, or the bank decides to change/replace the reference rate/index, for the reasons independent from the Bank (e.g.: revocation or replacement of TIBR, EURIBOR, refinancing rate, etc).
10. in the case specified above in Paragraph 9 of this Article:
  - a) within the period established by the legislation of Georgia, the Client will receive a notification from the bank through the communication channel agreed about the respective amendments/changes. The notification shall contain information about the proposed new index;
  - b) if the Client disagrees with the proposed new index, he/she is obliged to notify the bank in writing, within a reasonable period of time, but not later than two months, after receiving the notification. The Client is also entitled to exercise the rights granted to him/her by the legislation of Georgia;
  - c) if the Client does not submit a written refusal within the abovementioned period of time, it shall be considered as agreeing and the proposed changes/amendments be automatically reflected on the deposit(s) respectively;
  - d) the parties (Bank and Client) are aware that in the circumstances, due to the requirements of the legislation or of the agreement between the parties, it might be necessary to perform additional actions by both - the Bank and the Client. The parties hereby affirm that, in compliance with the principle of good faith and fair dealing, they shall take all necessary measures, without undue delay, to take any and all additional action required in a timely manner;
  - e) after the actual change/replacement of the index in the specific deposit agreement, the Client receives an additional notification from the bank. The notification shall include information about the current amount of the public index and the new interest rate;
  - f) the Client is entitled to request a detailed rule and description for calculating the new index (reference rate) and a new loan repayment schedule, which can be obtained both at the bank office/service center, as well as through any remote communication channel agreed in advance.
11. The new or replaced index proposed by the Bank shall enter into force upon the expiration of the period specified in the notification. In relation with the above, the Client acknowledges that:

- a) due to the replacement of the existing index, the total interest rate on the deposit(s) with the indexed interest rate might be adjusted at the moment of transposition;
  - b) upon switching to the new index, if the rate of the new index is higher or lower than the existing rate of the index, the bank is entitled to equalize the reduced/increased interest rate with the existing interest rate of the credit before switching to the new index;
  - c) the parties hereby acknowledge and agree that the abovementioned changes in the interest rate of the deposit are not made at the sole discretion of the bank, rather those are the results of the revocation or replacement of the existing index, which occurs beyond the capacity of control of the Bank;
  - d) in relation with the change/replacement of the index, Client grants Bank rights to independently act, make decisions, change/adjust the respective terms and provisions of the deposit agreement, adjust the deposit interest rate as well as the right to apply all necessary measures required to replace the existing index and to protect the interests of Client during the process as much as possible;
  - e) the Client acknowledges that the intention of the change/replacement of the index is to adapt the terms and conditions of the existing deposit agreement concluded between the Client and the Bank with the changed, new circumstances.
12. Any of the deposit whose interest rate is linked to any of the public index, the Bank is entitled to send any notice to the Client and inform the Client in writing or by e-mail, Internet Banking, SMS or telephone call. In each particular case, the Bank shall solely select the particular means for sending a notice. The Bank shall be authorized to use the contact details entered by the Client in the agreement between the Bank and the Client, also additionally conclude any other agreements specifying the Client's contact data and/or use the Client's publicly available contact data (e.g. the data recorded with the Public Registry, the Commercial Registry and other public space), to which the Client consents in advance.
13. In the case of any change of public index on a deposit with an indexed interest rate, the bank will inform the client about the amount of the changed index and the new interest rate of the deposit within 5 (five) business days after the change, in accordance with the rules contained in this article.
14. The Client is required to immediately notify the Bank in writing of any changes to his/her address and/or any other contact information (mobile phone number, e-mail, etc.). This obligation also applies in full to the client's inheritor and/or legal successor, as well as in the case of a Certificate of Deposit, to each of its purchasers.
15. Any notification and/or document shall be sent to the Client to the contact details (address, telephone number, e-mail, etc.) last known to the Bank and the Bank shall not be responsible for not giving a notification if this is the fault of the addressee and/or the addressee has changed the contact information and has not informed the Bank of it.