

The amendments and additions to the GENERAL TERMS & CONDITIONS FOR THE OPERATION OF CUSTOMER BANK ACCOUNTS, DEPOSITS, ELECTRONIC BANKING AND OTHER BANKING SERVICES (T&C) posted on web-page www.hsbc.ge

the terms of the paragraph 1.1 of the T&C shall be amended by inserting the following as a new paragraph 1.1 as follows:

“1.1 The General Terms & Conditions for the Operation of Customer Bank Accounts, Bank Deposits, Electronic Banking and Other Banking services (T&C) set forth herein govern all banking transactions between HSBC Bank Georgia jsc (the Bank, including its successors and assignees) and the person or persons (the Customer, “You” , “Your” pronouns refer to the Customer) signing the bank account opening form and such other sample documents as may be designed by the bank for a specific type of service rendered by the Bank. “HSBC Group” shall mean HSBC Holdings plc or a legal entity from time to time (1) in which HSBC Holdings plc (or one or more of its subsidiary companies) owns at least fifty percent (50%) or more of the voting shares; or (2) over which HSBC Holdings plc (or one of its subsidiary companies) either directly or indirectly exercises management control, even though it may own less than fifty percent (50%) of the shares.”

the terms of the paragraph 1.5 of the T&C shall be amended by inserting the following as a new paragraph 1.5 as follows:

“1.5 Commission fee will be charged by the Bank for the services rendered to the Customer in accordance with the Tariffs of Charges posted on the web-page: www.hsbc.ge or being available at the premises of the Bank that may be amended unilaterally by the Bank by notifying the Customers thereon 5 (five) working days in advance either through mass-media and/or by posting on the web-page and/or by placing a respective announcement in the respective branches of the Bank. The fees defined under the Tariffs of Charges are normally charged from the account of the respective transaction.”

the terms of the paragraph 1.19 of the T&C shall be added by inserting the following as a new paragraph 1.91 as follows:

“1.19 The Customer may, at any time, choose not to receive direct marketing literature / information about the Bank’s products and services. The Customer needs to write to Marketing Department, HSBC Bank Georgia jsc, 15 Rustaveli Avenue, 0108, Tbilisi, Georgia with his request and the Bank will delete the Customer’s name from its direct mailing lists without charge.”

the terms of the paragraphs 2.2 and 2.3 of the T&C shall be amended by inserting the following as a new paragraphs 2.2 and 2.3 as follows:

“2.2 The information to be transferred includes, but is not limited to, the Customer’s identification information, extent of indebtedness toward the Bank, purpose of the loan/overdraft, accrued interest, term of effectiveness, periodicity of repayments of the loan/overdraft, unpaid balance of the loan/overdraft, information on the collateral, as well as the same information about any surety and security of performance within the frames of this T&C, information on the litigations and enforcement procedures, other

information about the Customer as required under the rules established by the Credit Information Bureau.

2.3 The Customer hereby unconditionally grants to the Bank the right to review the Customer's credit history available in the database of Credit Information Bureau at any time during the term of this T&C."

the terms of the paragraphs 3.4 and 3.5 of the T&C shall be amended by inserting the following as a new paragraphs 3.4 and 3.5 as follows:

"3.4 The Bank will provide to the Customer, at Customer's request, a monthly statement for specific types of accounts unless otherwise agreed with the Customer. Information reflected in the statement shall be deemed to be a valid notice of dealings on the account. It is the responsibility of the Customer to check the accuracy of the statement and notify the Bank of any errors therein within 45 (forty five) calendar days of the date of such statement. The Bank shall not be held liable for any losses due to postal errors, theft, loss, for any other claim which may arise from this service to the Customer or for disclosure of information.

3.5 The Bank reserves the right to close any Accounts with zero balance for three consecutive months or which remains inactive (credit entries of interest payment are not considered as customer activity) for such continuous period of time at the discretion of the Bank."

the terms of the paragraph 3.10 of the T&C shall be amended by inserting the following as a new paragraph 3.10 as follows:

"3.10 The Bank shall accept the payment instructions every day from 10:00AM to 18:00PM, except for Saturdays, Sundays and Public Holidays that are non banking days. While performing Payment instructions the bank shall comply with the following:

3.10.1 Local currency outward payments received before 15:00 and foreign currency outward payments received before 17:00 are being processed the same working day.

3.10.2 Local currency outward payments received after 15:00 and foreign currency outward payments received after 17:00 will be processed the next working day.

3.10.2 Inward payments will be processed within 2 (two) working days.

The payment instructions received at any other time during the day shall be deemed to be received on the next working day following the day of receipt. The Customer shall be advised on waiver of the payment instruction verbally and/or by way of providing statements and other banking documents as agreed in writing with the Bank."

the terms of the Clause 5 of the T&C shall be added by inserting the following as a new Clause 5 as follows:

“5. CUSTOMER INFORMATION

5.1 The Bank may need to share, store or transmit information (including confidential information) about you or your accounts within the HSBC Group or agent or third party used by us for the purpose of providing the Services. Any such sharing, storage or transmission of such information will be done on a confidential basis and we will endeavour to maintain the strict confidentiality of such information within the HSBC Group unless: (a) otherwise required by any applicable law, regulation or request of any public or regulatory authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) we deem disclosure necessary to give effect to a Customer Instruction. In addition, in any situation where the Customer provides confidential information to any member of the HSBC Group on a restricted basis (eg price-sensitive information), that HSBC Group member has procedures to ensure such restrictions are observed.

5.2. All Confidential data held by the HSBC Group will be afforded a high level protection against any unauthorized or accidental disclosure, access or deletion.”