

Essence of Agreement
Agreement on money-box Deposit

Other contractual info

- Minimum deposit balance: 10 (units) in deposit currency.
- Term of deposit: 3 (three) months from the day of opening the account.
- Extension of Deposit term: if Depositir does not fix demand for withdrawal/transfer upon expiration of Deposit term, thus Deposit is automatically extended for 3 (three) months Except for such cases when the extension of the deposit is excluded by the legislation of Georgia. The extension of the term of the deposit in this manner is carried out every time after the expiration of the next three-month period
- Penalty for termination of Deposit before the term: in amount of interest rate accrued to Deposit for 3 (three) months period;
- The Bank is authorized to make changes (amendments) to this agreement unilaterally, at any time, by sending notification to Depositor atleast 1 (one) calendar month prior to the entry into force of the amendment(s), in one of the following forms: In writing, by e-mail, bank's remote service channel(s), or by phone (short text message, phone call). No notification is required if amendment(s) are made in favor of the Depositor.
- Depositor is entitled to submit his claim at any of Service Center of Bank orally or in standard written form or electronically. Max. period for the claim consideration is 30 (thirty) calendar days from the day of receiving by the Bank properly drawn up claim in written.
- The deposit is insured within the framework of the deposit insurance system established on the basis of the Law of Georgia on the Deposit Insurance System.

• ***Please, get acquainted with the useful information for customers on web-page of Nationa Bank of Georgia – www.nbg.gov.ge/cp and hot-line 032 2 406 406.***

**Agreement
(regarding money-box Deposit)**

Clause 1. Subject of the Agreement.

1.1. On the basis of present Agreement, the Customer can use “money-box” Deposit (referred to as “Deposit” or “money-box”), that implies opening of Deposit Account for the Customer and accrual of interest to amount entered to the Account according to the conditions set by the Bank for this type of Deposits (money-box Deposit).

1.2. In order to open the Deposit the Customer has to submit application (referred to as “Application”) to the Bank and has to choose scheme of money amount savings connected to Deposit. It is acceptable to submit Application by means of electronic communications, Customer’s agreement with the offer of the Bank is equated to submitted application, along with it is acceptable agreement to the offer by means of electronic communications.

1.3. In order to receive the service “money-box” the Customer shall necessarily have a current account with JSC “BasisBank”. If the Customer does not have Current Account, the Application at the same time will be considered as Application for opening of Current Account and together with opening of Deposit Account for the Customer will be opened Current Account.

1.4. From July 1, 2020, in accordance with the Law of Georgia on Deposit Insurance System, the amount on the deposit/account of all individuals, regardless of the number of deposits/accounts, is insured in each commercial bank and reimbursed by the Deposit Insurance Agency within 15,000 GEL. The amount in all accounts of all individuals in the commercial bank is automatically insured without additional payment. For more information, visit the Deposit Insurance Agency's website: www.diagency.ge.

Clause 2. Term and conditions of deposit

2.1.1. The Deposit opens for a period of 3 (three) months starting from the day of opening the deposit account.

2.1.2. The minimal balance of deposit: 10 (units) in Deposit currency.

2.1.3. If before the expiry of the Deposit, Depositor does not declare his wish upon the expiry of the Deposit to withdraw / transfer the amount of the Deposit, therefor the term of the Deposit considered extended automatically by 3 (three) months period on conditions set by the Bank for this type of deposit (money-box Deposit) for date of Deposit expiration, except for cases when the automatic extension of the deposit is excluded by the legislation of Georgia.

2.1.4. The date of extension of Deposit term is considered the day of expiry of deposit;

2.1.5. Extension of Deposit in compliance with regulations provided by subparagraph “2.1.3.” is performed each time upon expiry of 3 (three) months period of the Deposit.

2.1.6. Upon expiration of Deposit term or in case of breaking the “money-box” (termination of Deposit before the term), the money amount placed on Deposit including accrued interest will be transferred to Current Account of Depositor.

2.1.7. Annual interest rate of Deposit is defined by the rate fixed for this type of Deposit (“money-box” Deposit) currently set the Bank.

2.1.8. Accrual of interest to Deposit starts on the next day after the entering of minimal balance defined to this type of Deposit (money-box Deposit) upto the expiration or breaking the “money-box”, with a calculation for 365 (three hundred sixty five) per year.

2.1.9. In case of breaking “the money-box” (termination before the term) before the 3 months period expiration. the Customer is subject to fine in amount of interest rate accrued to Deposit during the given 3 (three) months period.

2.1.10. The deposit, the amount of which exceeds GEL / USD / EUR 500 000 (five hundred thousand) is not subject to interest rate accrual.

2.1.11. Bank is authorized to make changes unilaterally in interest rate of this type of Deposit (“money-box” Deposit). Notification of Customer on changes is carried out 30 days prior to entering changes into the force by the following means of: letter, email, internet-banking, bank-client, mobile-banking, phone call, short text message.

2.1.12. Input, entering, transfer and withdrawal of money from/to Deposit Account is possible only by means of Current Account(s) of Depositor.

2.1.13. Termination of Deposit by the Customer before the term and withdraw/transfer of amount placed on Deposit Account is unacceptable if Deposit is used as a means of providing collateral.

2.1.14. Currency of Deposit, volume of primary amount entered to Deposit and scheme of money amount savings connected to Deposit are defined by application of the Customer.

2.1.15. The Customer is entitled to Terminate the Deposit without canceling the money savings scheme connected to Deposit, in such case, starting from the day following the placement of minimum balance on Deposit Account defined by the Bank for this type of Deposit ("money-box" Deposit) starts new 3 (three) months term of Deposit.

Clause 3. Rights-obligations of the parties

3.1. Customer has a right:

3.1.1. receive the amount placed on Deposit and appropriate interest rate under the regulations and conditions set by present Agreement and the Bank for such type of products.

3.1.2. receive information on operations carried out on his Deposit Account without commission charge.

3.1.3. submit his claim at any Service Center of the Bank orally or in standard written form or electronically. Receipt and consideration of claim is public information and is available at any Service Center of the Bank. Max. period for the claim consideration is 30 (thirty) calendar days from the day of receiving by the Bank properly drawn up claim in written.

3.1.4. Terminate (break the "money-box") Deposit "money-box" at any time.

3.2. The Customer does not have the right to use this service provided hereunder for illegal purposes or not in accordance with the purposes (e.g. evasion/avoidance of payment of any commission set by the Bank for some service/products).

3.3. Bank is obliged:

3.3.1 accept the amount defined provided by present Agreement as a Deposit and accrue to it interest rate according the regulations and conditions hereunder.

3.3.2. pay out to Depositor amount placed on Deposit and interest rate in accordance with the Agreement upon expiration of its term or in case of closing the Deposit before the term in the same currency.

3.3.3. keep confidentiality and not disclose information to the third person without consent of Customer, except as provided by the current laws of Georgia

3.4. Bank has a right:

3.4.1. Use the amount of money placed on term deposit on its behalf and at its own discretion.

3.4.2. Terminate the service provided hereunder without prior notification of Customer and impose the fine in amount of interest accrued to Deposit if the Bank has doubts that the customer violates the obligations stipulated in subclause "3.2".

3.4.3. Write off without acceptance from any of Customer's account the fine provided by present Agreement.

Clause 4. Special provisions

4.1. If required by the Client the Bank has a right to issue any of credit products for Customer or the third person with this Deposit as collateral means, on the basis of appropriate Contract.

4.2. Starting from the moment when Deposit becomes collateral facility of liabilities provided by articles "4.1." (between parties shall be concluded appropriate Contract), the Bank is authorized with priority to satisfy his claim(s) with present Deposit and accrued interest and has the advantage in comparison with other creditors.

4.3. By present Agreement the Customer authorized the Bank with unconditional right in order to pay his overdue liabilities or reduce them without additional consent of Customer to write off indebtedness amount from any of existing Account(s) of the Customer. If the debt is fixed in a currency different from the national currency the equivalent is fixed with actual exchange rate set by the Bank on the moment of writing off. By present subclause Agreement is deemed terminated by the Customer before its expiration.

Clause 5. Agreement term and other conditions

5.1. Present Agreement comes into force after the Client confirms the agreement with the contract (It is acceptable to agree with contract by means of electronic communications) and is valid up to complete fulfillment of obligation

5.2. The text of present Agreement is available on web-page of the Bank: <http://www.basisbank.ge/agreements> upon request, the Customer receives a copy printed and signed by an authorized representative of the Bank.

5.3. Void any part of the contract and / or termination of the term does not entail invalidity or termination of the Agreement as a whole.

5.4. Notifications shall be made in writing, by remote channel(s) (including Internet Bank, Mobile Bank), or otherwise provided in this Agreement. A written notification must be given to the party at the last address known to the sender of the message. The bank can also use other means of communication for notification - e-mail, or telephone (phone call, short text message).

5.5. A notification sent in accordance with the rules established by this Agreement shall be deemed to have been delivered on the day of its receipt by the addressee, if the receipt of the notification has been confirmed in accordance with the relevant procedure (including electronic document, receipt, other means of notification). If the receipt of the notification is not confirmed, any such notification shall be deemed to have been sent and received in accordance with the relevant procedure:

5.5.1. In case of sending a written notification by courier or postal item - (a) if the notification is sent by the bank - within 3 (three) calendar days from the date of sending, or on the date of confirmation of delivery (which will take place earlier); (b) if the notice has been sent by the depositor - the day following the bank's registration with the Bank's Chancellery;

5.5.2. If the bank sends an e-mail notification via a remote channel (including Internet Bank, Mobile Bank) or by phone (phone call, short text message) - the next bank date of the date of sending.

5.6. The notification shall be deemed to have been received even if it was returned to the sending party for one of the following reasons: (a) due to the absence of the addressee's location at the address / contact information provided in the paragraph "5.5" of this Agreement, (b) the addressee refuses to receive the notification, or (c) the addressee avoids receiving the notification.

5.7. Upon confirmation of this Agreement, the Depositary agrees to receive the notification in the manner and form prescribed in this Clause.

5.8. The depositor is obliged to notify the bank in writing within 2 (two) calendar days after changing the name / surname (name), passport data (registration data), address (legal / actual) and contact data (telephone, fax, e-mail, etc.).

5.9. The Bank shall not be liable for any consequences resulting from the receipt of the notification sent by the Depositary in accordance with the contact information provided to the Bank by another person.

5.10. All disputes and disagreements between the parties will be resolved through negotiations. If the agreement is not reached, the dispute shall be considered by the court in accordance with the legislation in force of Georgia. Under this Agreement, the Parties agree that, in accordance with Article 268, Part 1¹ of the Code of Civil Procedure of Georgia, if the Bank's claim in connection with the dispute is satisfied, the decision of the Court of First Instance (including payment order) shall be immediately enforced.

5.11. The parties agree that the information posted on the bank's website and stored in the bank's databases (computer programs), electronic copies of this information and copies of the bank's signatures, certified by the bank's director or a person authorized by him, have probative value for the purposes of proving the existence or non-existence.

5.12. Amendments to this Agreement may be made by: (a) a written agreement of the Parties, or by (b) the Bank, unilaterally, at which time the depositary shall be notified at least 1 (one) calendar month prior to the entry into force of the amendment(s) in one of the forms established by Article 5 of this Agreement. If the depositor does not agree with the amendment(s), he is entitled to terminate this agreement before the change enters into force, by transferring the relevant notice to the bank in the form prescribed in paragraph 5.4 of the agreement. However, in such a case, the deposit shall not be deemed to be terminated prematurely and the depositor shall not be required to pay the appropriate penalty under this Agreement.

5.13. If the depositor does not use the right prescribed in the paragraph "5.12." of this agreement, the amendment(s) shall be deemed to have been accepted by the depositary and the contract amended in accordance with the terms offered.

5.14. The bank is not obliged to inform the depositor about the changes (additions) of the contract made in favor of the depositor and has the right to enter them into force by placing information on the official website of the bank at www.basisbank.ge and / or as soon as the relevant information is placed in the bank's service centers.

5.15. The client's application is an integral part of this agreement.

5.16. Resolving issues that are not provided in this Agreement, the Parties shall be guided by the current legislation of Georgia.

5.17. The depositor gives the bank an unconditional right at any time during the term of this contract, without its additional consent:

5.17.1. In accordance with the rules established by law, in order to provide banking services and to achieve this goal, to obtain necessary personal and / or biometric data on the depositor from the electronic database of the LEPL - State Services Development Agency.

5.17.2. Process any personal and / or biometric data received from any third party and / or the depositor himself, including the use of the data obtained for the purposes of direct marketing.