

Agreement on telephone banking service provided to legal entity

Information about the Bank

Bank - JSC "basisbank", legal and actual address: 0103 Georgia, Tbilisi, Isani district, Ketevan Tsamebuli Ave., N1; Email address: info@basisbank.ge; Website address: <https://bb.ge/>; banking activity license N173; Identification number 203841833, supervisory authority: National Bank of Georgia, website address: <https://nbg.gov.ge/>; In no case is the National Bank of Georgia responsible for untimely fulfillment of obligations by JSC "Basisbank".

1. Subject of the Agreement

- 1.1. The Bank provides the client with the service described in this agreement, in particular telephone banking, according to the terms and conditions stipulated in this agreement.
- 1.2. As part of the telephone banking, the Bank offers the client to receive certain information/and services in accordance with and within the terms of the Agreement without visiting the Bank, by using the call center.
- 1.3. Telephone banking service is available for clients registered in the Bank and/or automatically upon registration as the client, whereas the information about bank products and services is available for any person. Along with this, when the client opens each new account, the terms of this Agreement will apply to the new account.
- 1.4. The telephone banking is extended to all existing accounts of the client. If the client does not wish to use telephone banking services with regard to any of his account, he is obliged to inform the Bank in writing or according to sub clause 1.11.1. of present Agreement and in form provided for under the relevant sub paragraph thereupon.
- 1.5. Each time, when using the telephone banking, the client is required to pass identification remotely. The Bank identifies the client by means of questions predetermined for this purpose at each telephone connection with the Bank (each time as telephone services are received). The client must go through the identification procedure and correctly answer the questions asked by the Bank's employee.
- 1.6. For the purpose of completeness-updating of registered client's data (including contact info) the Bank is entitled to use pre-selected questions for identification of client (as personal as well related to the his products/operations).
- 1.7. If the Bank has doubts (including results based on answers received after the pre-selected questions) that receiving of information or carrying out transaction is trying the person who is not a client but is a third person, in such case the Bank is entitled to refuse provide telephone service.
- 1.8. Without identification, the client is entitled to receive general information about the Bank products and services.
- 1.9. In case of passing identification process successfully, while using telephone banking, the client is entitled to:
 - 1.9.1. Receive information about:
 - 1.9.1.1. various banking operations and banking services;
 - 1.9.2. Request:
 - 1.9.2.1. Carrying out various banking operations within the limits, in accordance with the applicable legislation of Georgia, the rules in force in the bank and the agreement on the account opening and processing rules signed with the client;
 - 1.9.2.2. to record the desire (submission of the Application to the Bank) to receive and/or cancel various banking products;
 - 1.9.2.3. to Submitting the application about returning the sum withheld by ATM.
- 1.10. The client states his consent and empowers the Bank to:
 - 1.10.1. after carrying out proper identification process provide the client with services prescribed by relevant telephone services (operations available within the service);
 - 1.10.2. any telephone conversation (including any of its demand/application on receiving banking service/products and/or performing operation) are recorded in the electronic database of the Bank and in case of disputes, such recordings have affirmative legal force. (can be used as a evidence). The telephone recordings are property of the Bank.
 - 1.10.3. The client acknowledges and declares his consent that the Bank is not responsible for any negative result (including the taking of the client's property through fraud, deceit or any other illegal way) resulting from the providing of the appropriate service(s) to the client by the Bank on the basis of the identification procedures provided for in this article.
- 1.11. The client is entitled to:
 - 1.11.1. At any time to request cancelation of phone services and/or termination of calls for the purpose of providing service or/and offering of banking product(s) or phone calls to the client for the purpose of registration. For fixing of above-mentioned request the client shall carry out one of the following:
 - 1.11.1.1. Visit to Service-Center of the Bank;
 - 1.11.1.2. Fixing the request at call-center of Service-Center;
 - 1.11.1.3. send notification by means of internet-banking for the relevant personal parameters page.

- 1.11.2 The Bank is obliged no later than in 10 (ten) working days upon receipt of the client's demand as indicated in the subparagraph "1.11.1." of the Agreement to terminate implementation of the telephone calls to the client with the purpose of providing service or/and offering products or phone calls to the client for the purpose of registration.
- 1.11.3. Canceled service could be restored in case of submission by the Client an Application according to rules provided for under the sub articles 1.11.1.1-1.11.1.3 of present Agreement.
- 1.12. The Bank is authorized to:
- 1.12.1. refuse providing the client with telephone banking services at any time, without presenting any arguments;
- 1.12.2. At any time Unilaterally establish / amend restrictions and / or a method for confirming the telephone banking service, while providing telephone banking services;
- 1.12.3. The Bank is authorized to make changes(s)/amendment(s) in terms of Telephone Banking services at any time, at its own discretion.
- 1.12.4. The Bank is authorized to refuse providing telephone banking service, if the relevant representative of the Bank becomes suspicious that not the client but the third party attempts to obtain the information or perform the operation.
- 1.12.5. carry out one or all of the measures listed below in case of doubt that performed/to be performed telephone banking service is related to illegal act as well if in accordance with information available to the Bank, that the client or operation carried out by him are subject to international economic/financial sanction/ sanctions:
- 1.12.5.1 close account(s) with prior notification of client and/or funds transferred to account send back to the sender;
- 1.12.5.2. suspend the telephone banking service before receiving additional information;
- 1.12.5.3. refuse to carry out client's telephone banking services;
- 1.12.5.4. suspend and/or terminate client's remote channels of transactions performing provided by present Agreement with prior notification of Client;
- 1.12.5.5. perform other measures stipulated by legislation or by present Agreement;
- 1.13. Client is obliged to:
- 1.13.1. comply with requirements of the current legislation of Georgia in matters of banking operations;
- 1.13.2. Immediately notify the Bank on changes and amendments made to documents and information provided to the Bank as well change of persons entitled to carry out telephone banking services and attach the relevant documents to the notification. Prior to the receipt of the notification on the amendment and the attached documents the Bank shall perform operations based on the documents being previously provided to the Bank;
- 1.13.3. comply with the conditions of present Agreement;
- 1.13.4. timely pay the service fee (commissions);
- 1.13.5. sign and submit to the bank in no later than 3 (three) calendar days after receipt of the request from the bank any kind of document necessary for the latter to effect its rights and carry out the obligation(s) of the client hereunder;
- 1.13.6. Fully reimburse any and all costs related to conclusion, attestation, registration, execution and cancelation of present Agreement and any other agreements signed within the scope hereof and/or the costs incurred by the Bank due to the Client's default on obligations under the present Agreement (including client notification costs).
- 1.14. The Bank is obliged to:
- 1.14.1. provide the client with information on the status of account upon request;
- 1.14.2. perform the client's instruction according to present Agreement and relevant legislation;
- 1.14.3. comply with conditions of present Agreement.

2. Rates for banking service

- 2.1. Financial relations between the client and the Bank are subject to the Bank rates and Agreements concluded between the client and the Bank. The client shall pay to the Bank respective amount (service fee) for telephone banking services operations effected from such a performing services stipulated hereunder in accordance with current rates or fees set by the Bank.
- 2.2. Upon cancellation of any of the services stipulated hereunder the service fees (commissions) already paid by the client to the Bank shall not be refunded.
- 2.3. Service rates are available on official web-page of the Bank: www.basisbank.ge.
- 2.4. The Bank shall have the right to offer the client the service package, that means using several banking services / products simultaneously in exchange of paying fixed commission. The client can register for the service package by way of filling in application form. By filling in the application on the service package the client will automatically express its consent to utilization of all services/products listed in the service package.
- 2.5. The Bank is entitled to make changes (additions) at any time unilaterally in service fee/rates. Bank shall notify the client on above mentioned in compliance with regulations provided by items "5.5", "5.6" and "5.7".
- 2.6. The client agrees in advance that the Bank may, at its own discretion, without any prior consent and acceptance, cut off telephone banking commission fee from any account of the client (if any) and if amount required for payment of the commission fee is in other

currency on the account, the Bank will make conversion according to the commercial exchange rate established by the Bank the cost of which will also be written off from any account of the client without any acceptance and converted amount will be directed for paying the commission fee.

3. Responsibilities of the parties

- 3.1. In case of failure by the parties of complete and timely compliance of obligations under the present Agreement the parties are responsible hereunder and in accordance with laws of Georgia.
- 3.2. The Bank is responsible to the client for the correctness and timeliness on telephone banking operation, in conformity with current law.
- 3.3. Client is responsible for authenticity of documents and information submitted for telephone banking services.
- 3.4. While providing the telephone banking services, the Bank is not liable for any losses / harm and / or other additional expenses incurred as a result of any kind of interference (including the duration of a standby mode), or based on its (Bank's) refusal to provide services and/or for any losses / harm and/or for other additional expenses arising as a result of any kind of technical interference and / or by interfering the service by the third parties, including:
 - 3.4.1. implementation of operations carried out according the client's order;
 - 3.4.2. by malfunction in the client's or any other person's personal computer, telephone set and/or other equipment or hardware (its separate parts or accessories), as well as by malfunction of a software program;
 - 3.4.3. by reason of telecommunication providers, internet-providers or/and any other persons;
 - 3.4.4. incorrect or uncomplete of fill in of client's application or/and statement;
 - 3.4.5. by untrue or uncorrect information provided to the Bank by the client;
 - 3.4.6. by the breach of the client of its obligations under the Agreement;
 - 3.4.7. by not using of right by the client under the Agreement;
 - 3.4.8. by non-fulfillment of recommendations provided by the Bank.
- 3.5. The client is prohibited from using any of the services provided for in this Agreement for illegal purposes.
- 3.6. The Bank is not obliged to notify the client on changes in favor of a client.
- 3.7. The parties are relieved from the responsibility for non-compliance with their duties stipulated by this agreement if its caused by force-majeure circumstances (martial law, natural disasters, decisions of Government of National Bank of Georgia, that are not subject to forecasting). In case of force-majeure circumstances the parties are obliged to inform each other if any. Performance of obligations under the present Agreement will be postponed until the elimination of force-majeure.

4. Information about client and banking confidentiality

- 4.1. The Bank is obliged to keep confidentiality (secrecy) of client's personal data and information related to banking operations and accounts of the client and acquired by the Bank under business relationship with the client, except for the cases stipulated by the legislation, or if the information concerns usual banking data by bringing out of such information does not violate the client's interests. Bank's duty of confidentiality remains in force even after Agreement termination.
- 4.2. The Bank shall not be responsible for consequence(s) resulting from receipt of contact information by other party sent by the Bank according to information provided to the Bank by the client.
- 4.3. The client declare his consent that JSC "BasisBank" is authorized in accordance with regulations set by the Law in order to provide effective and unhindered service to the Client and for the execution of this purpose to receive from the LEPL -Civil Services Development Agency electronic data base and from other authorized bodies or person client's personal information necessary to the Bank. Within the service process to handle any personal or biometric data concerned with client.
- 4.4. The client hereby consents that JSC "BasisBank" is authorized to collect any information (including personal) on client in compliance with current law (including from the credit informational Bureau(s), any third person, any public sources) and to handle any personal or biometric data concerned with Client for the term of Agreement during consideration of variety of submitted to the Bank application on receiving different banking products (including credit) and for the purpose of providing effective and unhindered service (with required periodicity and volume) documents related to the transactions affected with the clients (including personal information).
- 4.5. The client hereby agrees, that JSC "BasisBank" is authorized for improving of service provided by the Bank and for the purpose of implementation of duties under the present Agreement, Bank can transfer available information on clients banking Accounts and operations, as well as personal information about the client on the condition of confidentiality, to persons being in a contractual relationship with the Bank.
- 4.6. The client hereby agrees, that JSC "BasisBank" is authorized to transfer any application or document, related to concluded agreements with client (including personal info) to state archive or other commercial organization of such activity, which provides document archiving, storage in a secure environment and confidentiality.

- 4.7. The client hereby consents authority of the JSC "BasisBank" if the client fails to timely and/or duly fulfill the obligations undertaken before the Bank, to ensure the management of distressed assets, it shall transfer to the company responsible for the management of distressed assets which is in a contractual relationship with the Bank, any information on the client and any contract concluded with the client which, in turn, assumes the obligation to keep confidentiality of the information provided by the Bank.
- 4.8. The client hereby consents authority of the JSC "BasisBank" as necessary, submit to the auditors, consultants, advisers and natural persons and legal entities of any other similar category any information on the client and any contract concluded with the client which, in turn, assume the obligation to keep confidentiality of the information provided by the Bank.
- 4.9. The client hereby consents authority of the JSC "BasisBank" supply information (including the client's personal data) necessary for offering and providing various products and services to the client (including those related to insurance, leasing) to insurance/leasing companies. The latter, on their part, undertake to keep the information provided by the Bank confidential;

5. Validity of the Agreement and other conditions

- 5.1. Present Agreement comes into force upon the client uses the telephone banking service provided in this Agreement and is valid for indefinite period.
- 5.2. Client has a right to terminate the use of any or all types of services provided for in this Agreement at any time upon the written notification send to the Bank not less than 10 (ten) calendar days in advance (if not provided otherwise related to specify service by present Agreement). In such case client is obliged not later than 10 (ten) days from sending telephone banking service termination notification to pay to the Bank appropriate commissions or other charges connected to appropriate service.
- 5.3. Bank is authorized at any time:
 - 5.3.1. to terminate the validity of present Agreement subject to delivery of written notice 10 (ten) calendar days in advance to the client, or in case of grounds provided for in paragraph "1.12.2." or other significant grounds without prior consent;
 - 5.3.2. to change the conditions, characteristics of and/or fees (in the event of change of rates set by the Bank);
- 5.4. Validity of present Agreement may be terminated at any time subject to the parties' agreement or in other cases stipulated by the current legislation.
- 5.5. The Bank is entitled to make changes (amendments) to the content of present Agreement 30 (thirty) calendar days advance placement of relevant changes (amendments) on the official web-page of the bank at www.basisbank.ge or/and at the premises of the Bank's branches and service centers.
- 5.6. In the event stipulated under paragraph "5.5" hereof the client shall have the right to terminate present Agreement at any time within 14 (fourteen) calendar days from the placement of respective information on the Bank's web-page and/or Bank's branches and service centers, in accordance with the procedures set forth in paragraph 5.2 hereof. If the client uses the right granted by this paragraph, it shall within 5 (five) calendar days upon providing the Bank a written notice of Agreement termination pay to the Bank all the commission fees, penalties and other payables related to the services and products under this agreement. Validity of present Agreement continues upon complete fulfillment of all obligations imposed on the client hereby;
- 5.7. If the client fails to use its right stipulated under paragraph 5.6, the amendments proposed by the Bank shall be deemed to be accepted by the client and the Agreement amended accordingly. The Bank shall have the right to make amendments to present Agreement immediately upon placement hereof on the web-page in case such an amendment does not worsen the client's condition.
- 5.8. Any notification hereunder shall be made in writing or in any other form stipulated by present Agreement. The written notification is delivered to the other party to the last address known to the sender. For the purposes of delivery of notifications the Bank may also use other means of communication (including electronic (SMS, email. Official web-page www.basisbank.ge etc.) digital, telephone, etc.).
- 5.9. Relationships that are not regulated directly by present agreement shall be regulated by Laws of Georgia and the agreement on the account opening and processing rules signed with the client.
- 5.10. Parties undertake to solve any possible disputes and disagreements arising from present Agreement by means of negotiations. Otherwise the dispute between the parties will be considered by the City Court of Tbilisi in compliance with current legislation of Georgia. The parties agree that the Bank is authorized in accordance with the Civil Code Article 268 Part One prima in connection with a dispute could arising out of this contract, the decision (including order of payment) taken by the first instance court bring immediately into force.
- 5.11. Information placed on the web-page of the Bank, the information protected in the Bank's database (in SW programs) as well as electronic and printed out copies of those information prepared by the Bank and signed by Director or other authorized person shall have evidentiary purpose for confirmation of existence/non existence of facts related to such relations which are stipulated by the given Agreement.
- 5.12. This agreement supersedes any other agreements concluded between the parties earlier concerning the subject matter of the present Agreement.
- 5.13. Invalidity/termination of any part of present Agreement shall not entail invalidity of Agreement as a whole.

- 5.14. The text of the present agreement is placed on the bank's web-page: www.basisbank.ge Upon request, the printed version of this Agreement, signed by the authorized person of the bank, shall be delivered to the client.
- 5.15. The parties agree upon that communication between them and the Court are carried out in writing and/or via email. The parties agree upon that any official notification due to the Agreement hereof, among them on refusal of the Agreement, cancellation of the Agreement and/or defining of the additional term for implementation of the liabilities, unilaterally shall be considered as implemented if submitted to the party in writing and/or via email (if no other forms concerned by Agreement) to the email address indicated in the part of application on bank account opening. The Client agrees upon that the court shall implement summoning of the client, submission of the notification, transfer of the documents related to the proceedings of the court, submission of the decision (judgment) / repayment order / submission of the arbitration decision shall be implemented in writing and/or via email to the address indicated in the part of application on bank account opening in the part of the details of the parties. If the parties receives the notification via email to the address indicated in the part of application on bank account opening, receipt (submission to the party) shall be confirmed with the extract implemented with the appropriate technical means and/or the confirmation provided by the appropriate technical means. The client agrees upon that the notification allocated electronically to the email indicated in the part of application on bank account opening in the part of the details of the parties (if receipt (submission to the party) is confirmed with the extract of the appropriate technical means and or the confirmation provided with the appropriate technical means) is considered as submitted. The client undertakes the liability to get familiarized with the correspondence allocated at the indicated email address at least once per month.
- 5.16. The client hereby consents to participate in Bank's incentive events and agrees with its terms, unless the client expressly refuses in writing from such participation.

6. Insurance

6.1. In accordance with the Law of Georgia on Deposit Insurance System, from January 1, 2022, the amount on the deposit / account of all depositors, regardless of the number of deposits / accounts, are insured in each commercial bank and will be reimbursed by the Deposit Insurance Agency within 15,000 GEL. The amount on all accounts of all depositors in a commercial bank is automatically insured at no additional charge. For more information, visit the website of the Deposit Insurance Agency: www.diagency.ge.