

Agreement
(Deposit of “Cash box”)

Clause 1. Subject of the Agreement

1.1. Based on present Agreement the Client can use Deposit “Cash Box” (hereinafter referred to as “Deposit” or “Cash Box”), by this is meant opening an Deposit Account for the Client and accrual of interest to money amount placed on Account according conditions set by the Bank for such type of Deposit (Deposit “Cash Box”).

1.2. For opening the Deposit the Client has to submit to the Bank Application (hereinafter “Application”) and choose saving scheme to be attached to deposit. The Client can submit application by electronic facilities of communications, client's consent to the proposal of the Bank is equal to submission of application, however, it is allowed to receive the Client's consent using electronic means of communication.

1.3. For receiving service of “Cash box” the Client must have current account in JSC “BasisBank”. If the Client does not have current account, the Application is considered at the same time as application for opening of current account and along with opening deposit Account for the Client will be opened Current Account.

Clause 2. Terms and Conditions of Deposit

2.1.1. The Deposit is opened for the period of 3 (three) months which starts from the day next after placement of minimum amount of money required for this type of deposit (Deposit “Cash box”).

2.1.2. Min. installment to deposit is 10 (units) in deposit currency

2.1.3. If the Client will declare his wish to withdrawal/transfer the amount placed on Deposit at the end of Deposit term, validity of Deposit will be automatically extended for 3 (three) months at standard conditions applicable at the moment of automatic extension of Deposit for the such type of Deposit (“Cash box”) except for cases when the automatic extension of the deposit is excluded by the legislation of Georgia.

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

2.1.5. The extension of the Deposit as provided by sub clause “2.1.2.” is carried out each time after the expiration of deposit.

2.1.6. Upon expiration of Deposit term or in case of breakage of “Cash Box” (termination of Deposit before the term) the amount of money available on Deposit Account and accrued to it interest will be transferred to the Current Account specified in Application.

2.1.7. Annual interest rate of Deposit is determined according the rates set by the Bank for such type of products (deposit “Cash Box”) for the given moment.

2.1.8. Accrual of interest to Deposit starts from the next month after the placement of minimal amount of money to Deposit required for such type of deposit (“Cash Box”), calculated up to the day of expiry or breaking of Cash Box, for 365 (three hundred sixty five) days.

2.1.9. If the Client will break the “Cash Box” (termination of Deposit before the term) before the expiry of 3 (three) months period of Deposit the Client will be charged with fine in amount of interest rate accrued to Deposit within the given 3 (three) months period.

2.1.10. Interest is not accrued to money amount on Deposit which exceeds GEL/USD/EUR 500 000 (five hundred thousand).

2.1.11. The Bank is entitled unilaterally to change interest rate for such type of Deposit (Deposit “Cash Box”). The Bank notifies the Client by placement of information in Service Centers of the Bank and/or at its official web-site of (www.basisbank.ge). Changes in interest rates comes into effect for the client on the day following the expiration of 3 (three) months.

2.1.12. Entering, depositing, transfer and withdrawal of money from/to Deposit Account is acceptable only by using Current Account(s) of the Client.

2.1.13. If Deposit is a collateral of liabilities the Client is not allowed termination and withdraw/transfer the money amount from Deposit before the term if no other decision is made by the Bank.

2.1.14. Currency type, volume of first installment to Deposit and savings scheme are defined by Client's application.

2.1.15. The Client is entitled to terminate the Deposit without termination of saving scheme, connected to Deposit, in such case from the next day of placement of minimum required amount for such type of Deposit (Deposit “saving box) starts new 3 (three) months period of Deposit.

Clause 3. Rights-obligations of the parties

3.1. Client has a right to:

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

3.1.2. receive information on operation implemented on his Deposit Account without commission.

3.1.3. submit the claim at any of Bank's Service Center orally or in standard written form or electronically. Receiving 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.

3.2. The Client is prohibited from using of service under the present Agreement for illegal purpose or inappropriately (e.g. such as evasion from /circumvention of payment of commissions set by the bank for certain services / products).

3.3. The Bank is obliged to:

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

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 the Client, except as provided by the current laws of Georgia.

3.4. The Bank is authorized to:

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

3.4.2. The Bank is authorized to terminate the service under the present Agreement without prior notice of the Client and to impose him a fine in amount of interest accrued to a Deposit in case If the Bank has any suspicions that the Client has breached obligations according the sub clause „3.2.“;

3.4.3. to write off the fine prescribed by present Agreement without acceptance from any of Client's Account in the Bank

Clause 4. Special conditions

4.1. The Bank is authorized to provide any credit product existing in the Bank to the Client or the third person with using of present deposit as a collateral and under the appropriate agreement in case of Client's request.

4.2. From the moment when the Deposit becomes collateral of liabilities under the sub clause “4.1.“ (appropriate Agreement shall be concluded between the parties), the Bank shall have the primary right to satisfy its claim(s) in front of all other creditors at the expense of deposit and accrued to it interest.

4.3. Present Agreement empowers the Bank an unconditional right to repay or reduce the current liabilities of the Depositor to the Bank, without the prior consent of the depositor from any account (s) of the Depositor in the Bank. If indebtedness is fixed in currency different from the national currency the equivalent is determined by exchange rate, set by the Bank on the moment of paying off. In such case Agreement is considered as terminated by Depositor before the expiry by the Client.

Clause 5. Duration of Agreement and otehr conditions

5.1. This Agreement comes into force from the date of confirmation by the client of accession (acceptable confirmation of accession to the Agreement by means of electronical facilitie(s)) thereto and is valid up to complete fulfilment of undertaken obligations.

5.2. Content of present Agreement is placed at official web page of the bank <http://www.basisbank.ge/agreements/>, upon request the Client is provided with printed version of Agreement signed by authorized representative of the Bank.

5.3 Invalidation and/or termination of one of the items of the Agreement does not entail the invalidity and/or termination of the Agreement in whole.

5.4. Any notification must be implemented in written or in other form, under the present Agreement. Written notification should be sent to the last known for the sender's address of other party. Bank can use for notification other communication facilities (including electronic (including email,short text message, official web page of the bank – www.basisbank.ge etc.) digital, phone and other.

5.5. Parties undertake to solve any possible disputes and disagreements arising from this Agreement by means of negotiations. Should the parties fail to reach agreement through negotiations the dispute between the parties will be considered by the the City Court of Tbilisi according to the current legislation of Georgia. By signing present Agreement the parties agree that the Bank is authorized in accordance with the Civil Code Article 268 Part One prima, in connection with a dispute arising out of this contract, the decision taken by the first instance court (including payment order) must be immediately brought into force.

5.6. Parties agree that saved information provided at bank's internet web-site and/or in bank's data base (computer programs) information prepared by the bank as electronic copies and printed versions signed by Director of the Bank or by person authorized by Director have the equal power for the reason of appovement of the existence / absence of the facts related to the present Agreement.

5.7. Bank is authorized to make changes (amendments) to this agreement unilaterally, at any time, by placement of information in Service Centers of the Bank and/or its official web-site (www.basisbank.ge) 14 (fourteen) calendar days in advance before the changes enter into force. The Client has a right before expiration of 14 (fourteen) calendar days upon placing the information in Bank's Service Centers and/or Bank's official web-site to terminate present Agreement by written notification send to the Bank.

5.8. If Customer doesn't use right provided by clause “5.7.” of present Agreement, the changes (amendments) proposed by the Bank will be deemed accepted by the Client and the Agreement modified, according the proposed conditions.

5.9. The parties agree that the Bank is not obliged to inform the Client on changes (amendments) if such does not have negative affect to the status of Customer and enter them into force upon placement of changes on official web-page.

5.10. Application is an integral part of present Agreement.

5.11 For settlement of issues not provided hereunder, the parties shall be governed by the applicable laws of Georgia