

**I agree and confirm that:**

- I agree to the transfer of my rights and obligations related to my Deposit(s) (Term, Demand Deposits), Deposit Certificat(s), Current and Card Account(s) (hereinafter "**the Banking products**") by JSC "VTB Bank Georgia" to JSC "BasisBank". Accordingly, I am aware that JSC "Basisbank" will take the place of the bank in relations related to banking products;
- I have been informed of the assignment by the Bank of the rights on existing demands against me arising from the credit products and the rights to the Bank's subject of collaterals to JSC "BasisBank"; Respectively, I am aware that my obligations to the Bank arising from credit products, instead of the Bank, I am obliged to fulfill to the JSC "BasisBank";
- I am informed on transfer of information related to my person(personal data and information/documentation including banking secrecy inclusive) to JSC "BasisBank";
- I agree for the purpose of providing service to me, on opening of relevant Account(s) (Current/Card, Term and Demand type Deposits where will be transferred/recorded amounts appropriated to banking products and liabilities/balances arising from the credit products.

**As well I confirm to JSC "BasisBank" that:**

- I join the Agreement of JSC "BasisBank" "On Banking Services Provided to Individuals", that is enclosed to present Application in an electronic form and agree to be guided by and abide/ follow condition provided hereunder while using banking;
- I am aware that for the operations performed from the account(s) the Customer is obliged to pay the Bank the service fee (commission) in compliance to current tariffs set by the Bank by the moment of operation carrying out/providing services;
- I have acknowledged and agree to tariffs on carrying out banking operation on Account(s) and tariffs for using other bank services that are available on official web-site of the Bank: [www.basisbank.ge](http://www.basisbank.ge)
- I am not an individual entrepreneur or/and will not use the account(s) opened with your Bank for commercial activities
- I am not a US citizen and/or resident, including for tax purposes (I do not have a US legal address, residence, Green Card and/or have not been in the US for more than 183 days in the last three years). I was not born in the US I do not have a de facto residence address (including postal address) and/or telephone number in the United States, I do not have an automatic transfer order for accounts opened in the United States. I have not transferred the signature right and/or a power of attorney to a person who has an address in the United States.

*Present Application is drawn up in a form of electronic document and Customer's consent is equal to electronic signature of the document. Documentaion drawn up in an electronic form is an official nature, have relevant legal force and validity for use as an evidence, by means of which in case of need is possible to confirm the facts legally (inclusive confirmation of legallity of Contracts and conclusion of other relevantdocumentation), including in arbitration/litigation (subjet to existance of such);*

**Agreement on Banking Services Provided to Individuals**

**1. Subject of the Agreement**

1.1. Bank, opens for the Client Account(s), based on the client's application, manage his banking operations on Client's Banking accounts and provides banking services, according to the terms and conditions stipulated herein. By

submitting the appropriate application to the Bank mentioned above, the Client simultaneously confirms the full awareness of all the terms and conditions of this Agreement hereby acceding to this Agreement.

1.2. For receiving some of the services stipulated hereunder the Client shall submit to the Bank appropriate written or electronic application. The Bank shall consider the application of the Client and shall commence providing to the Client the services as indicated in the application in no later than 3 (three) working days from the receipt thereof.

1.3. Account(s) shall be opened on the basis of submission of other required documents determined by the legislation.

1.4. Under the rules and procedures established by the bank, the account(s) can be remotely opened, (through the application made by telephone, internet-banking or/and other means of communication). Before the relevant documents become available (before submitting them to the bank) for the remotely opened accounts, only the transfer operations are allowed to be performed, except for the cases stipulated by the legislation.

## **2. Performing payment operations on Clients Account(s).**

2.1. The Bank carries out payment operations on the Client's account(s) (which include reflecting the amount(s) deposited and/or credited to the Client's account, transferring the amount(s) from the account or reflecting the amount deposited to the Bank in cash on the account recipient) in accordance with current legislation, present Agreement and the rules established by the Bank.

2.2. The funds may be transferred into the Client's account in cash or through non-cash operations.

2.3. The moment the Bank receives a payment order (hereinafter "payment order" or "instruction") to carry out a payment transaction is considered the moment when the Bank receives an "instruction" to carry out the operation. At the same time, the Bank will not accept a payment order to carry out a transfer operation if it does not contain the necessary details established by the relevant regulatory act of the President of the National Bank of Georgia on the procedure for performing a payment operation, as well as additional information/documentation requested by the Bank.

2.3.1. The Client is responsible for the accuracy of the "Payment Order" (for information specified therein);

2.3.2. Upon receipt of a payment order for a payment transaction, the Bank will write off the corresponding amounts in full from the Client's account(s), however, such an order may not be executed immediately after the order is issued;

2.3.3. The payment order will be executed by the Bank within 2 (two) banking days after it is submitted to the Bank in full, unless otherwise provided by law.

2.3.4. The payment order must be duly signed by the Client and the Bank (except for electronic payment orders).

2.3.5. When fulfilling the Client's Order for a transfer operation, the Bank determines the procedure and methods for carrying out the transfer operation in accordance with this Agreement and the rules established in the Bank.

2.4. Unless otherwise established by the current legislation (including the authorized person of the National Bank of Georgia) and (or) the rules in force in the Bank, if a payment order is initiated on a non-banking/non-working day, then the Order is considered received on the next banking day (in this case, outgoing transfers in foreign currency submitted after 18:00, as well as transfers in national currency submitted after 17:20, will be considered received on the next banking day), unless the corresponding Order is completed by the Bank before the end of the same banking day).

2.5. The Bank has the right not to accept a payment order for execution and/or refuse to execute the order in the presence of one or more of the following circumstances:

2.5.1. The Payment Order does not comply with the requirements established by law and/or the rules and procedures established by the bank (including, in the case of international transfers, the conditions established by the agreement concluded with the intermediary bank);

2.5.2. The Order contains false information (link);

2.5.3. The order does not contain the information/documentation requested by the bank, including information/documentation requested by the bank in the process of studying the economic content of the operation (transaction) and/or to determine the origin of the client's material assets (and/or their legality);

2.5.4. the amount available in the account to fulfill the Order (including the corresponding commission) is insufficient to fulfill the Order;

2.5.5. the amount required to carry out the operation or part of it is blocked (including in the case of blocking by the bank);

- 2.5.6. a legal restriction has been imposed on the Client's account(s) and/or funds in the account(s) (including if the amount is subject to a public law restriction);
- 2.5.7. The Client has used up the overdraft limit allowed on the account, which is necessary to execute the Order;
- 2.5.8. the transaction exceeds the limit set by the depositor(s) or the Bank;
- 2.5.9. The Bank did not receive the Order in the prescribed manner;
- 2.5.10. Failure to properly identify the client and/or recipient;
- 2.5.11. In the process of researching/studying the transaction, the Bank cannot properly verify the economic content of the operation (transaction) requested by the Client and/or the origin of the Client's material funds (and/or its legality), and/or the Bank suspects that an illegal act may have taken place action;
- 2.5.12. In the event that the Bank cannot properly implement the measures provided for by law (including preventive measures).
- 2.5.13. If there is another obstacle/circumstance that makes it impossible to fulfill the Order.
- 2.6. In case of refusal to execute a payment order, the Bank notifies the Client of this by sending a message to one of the contact details registered with the Bank, no later than the deadline established for the execution of the payment order. In addition, in case of refusal to accept or execute a payment order, the Bank has the right to require the client to provide additional information and/or documentation to execute the order.
- 2.7. Cancellation of an Order given by the Client to the Bank is possible in cases provided for by current legislation.
- 2.8. If during the transfers from other Bank the identification data of Client stated in money transfer order does not fully coincide with the information related to Client held with the Bank, received funds will be transferred by the Bank to "an indefinite funds account", the Bank shall further carry out all necessary investigations in order to determine the recipient of the funds and in case of correction of the data above will transfer the funds to the Client's account and if it becomes impossible to correct the data accordingly, the funds shall be returned to a remitting party unless the law provides other.
- 2.9. The Client is obliged to immediately notify the Bank of the information he has received regarding the amount erroneously credited to his account, otherwise the Client will be liable in accordance with this Agreement and the law.

### **3. Writing off funds from an Account**

- 3.1. The Bank generally writes off the funds from an account upon the consent, permission, instruction or demand of the Client pursuant to regulations of present Agreement.
- 3.2. However, funds can be wrote off from the Client's account without acceptance (further consent from the Client) under the following circumstances:
- 3.2.1 for payment of fees (commission) and/or fines, in accordance with the current rates of the Bank;
- 3.2.2. for refunding of the amounts transferred by mistake or/and through breaching of the requirements of the legislation, or/and suspicious amounts;
- 3.2.3. for payment of any kinds of outstanding debts or obligations of the Client towards the Bank (if the debt amount is fixed in different currencies the equivalent shall be determined in accordance with commercial exchange rate set by the Bank on the day of payment), however the Client acknowledges that the Bank is not obliged to write off the funds for repayment of Client's liabilities from any Account(s) of the Client without payment order.
- 3.2.4. in other cases provided by the current legislation and/or agreement, arrangement and/or other kind of document between the Client and the Bank (e.g.: in case of debt collection).
- 3.2.5. for payment of the insurance premium by the client in favor of the insurer (insurance company) when the client uses insurance related to a banking product. The amount of the insurance premium withheld by the bank is transferred to the relevant bank account of the insurer to cover the overdue obligation of the client. If the indebtedness amount is fixed in different currencies the equivalent shall be determined in accordance with commercial exchange rate set by the Bank on the day of payment.

### **4. Rates for banking service**

- 4.1. For the management of the account(s), for the operations carried out from the account(s) and for all other services provided according to this agreement, the Client pays the Bank the appropriate service fees (commissions) in accordance with the valid tariffs stipulated for the period of provision of the relevant operations or services.
- 4.2. Bank account service rates are determined in accordance with the service package that the client uses in the bank, and in relation to plastic cards, as well as by the service rates of the corresponding payment system for plastic

cards. Service package considers the simultaneous use of several banking services/products for the payment of a fixed fee by the client. The service package can be activated or changed: (a) on the basis of an application submitted by the Client to the Bank (which is considered as the client's consent to use all banking services/products included in the service package), or (b) by a unilateral decision of the Bank, which is notified to the Client in the manner and form established by clauses "8.5"- "8.7" of the agreement.

4.3. In case of termination of any of the services provided by this agreement, the service fee (commission) already paid by the Client to the Bank shall not be refunded.

4.4. Information about service packages, as well as service tariffs, are available on official web-page of the Bank: [www.basisbank.ge](http://www.basisbank.ge) and is an integral part of this agreement.

4.5. The Bank is entitled at any time to unilaterally make changes (additions) to service tariffs and service packages, about which the client will be informed in the manner and form established by clauses "8.5"- "8.7" of this agreement.

## **5. Rights and obligations of the parties**

### **5.1. Client is obliged to:**

5.1.1. comply with requirements of the current legislation of Georgia in matters of banking operations

5.1.2. The Client declares that all information (included related to tax/entrepreneur status) submitted to the Bank in application in accordance with paragraph "1.2" of present Agreement is credible and comprehensive (including on tax/entrepreneur status). The Client is obliged immediately inform the Bank on any changes in his tax6 payers/entrepreneurship status, identification and contact data or any other changes of is business activity in written, by internet-banking or connection to Service-center of the Bank by phone (on the following number: +995 32 2 922 922) or in accordance to Article 14 of Present Agreement;

5.1.3. Immediately notify the Bank on changes and amendments made to documents and information provided to the Bank as well change of persons entitled to manage the accounts or receive information on account's status 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;

5.1.4. upon opening of each new account to supply to the Bank with documents required thereby in accordance with the Client's taxpayer/entrepreneurial status;

5.1.5. use account designated for entrepreneurial purposes solely in case of having relevant taxpayer/entrepreneurial status. Otherwise the Client is obliged not to use the account for entrepreneurial purposes;

5.1.6. upon the Bank's request immediately provide the Bank with any and all documents and information related to banking operations/Client;

5.1.7. comply with the conditions of present Agreement

5.1.8. timely pay the service fee (commissions);

5.1.9. 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;

5.1.10. 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).

### **5.2. The Client has a right to:**

5.2.1. provide the Bank with orders for carrying out transaction on his Account within the competence of the Bank;

5.2.2. request and receive cash (as in nation al as well as in foreign currency), within the frames of balance available on his Account in compliance with rules set by the Bank;

5.2.3. close the Account at any time and terminate the Agreement stipulated by hereunder rules.

### **5.3. The Bank is obliged to:**

5.3.1. provide the Client with information on the status of account upon request;

5.3.2. perform the Client's instruction according to present Agreement and relevant legislation;

5.3.3. comply with conditions of present Agreement.

### **5.4. The Bank is entitled to:**

5.4.1. force the Client pay the fee for each day of use of the funds transferred to Client's Account by mistake;

5.4.2. carry out one or all of the measures listed below in case of doubt that transaction performed/to be performed on Account(s) 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;

5.4.2.1. close Account(s) with prior notification of Client and/or funds transferred to Account send back to the Sender;

5.4.2.2. suspend the transaction before receiving additional information;

5.4.2.3. refuse to carry out Client's operation;

5.4.2.4. suspend and/or terminate Client's remote channels of transactions performing provided by present Agreement with prior notification of Client;

5.4.2.5. perform other measures stipulated by legislation or by present Agreement;

5.5. The Bank is not obliged to notify the Client on changes (included changes in favor of a Client and/or related to indexed interest rate).

5.6. The Bank is not obliged to notify the Client on changes (included changes in favor of a Client and/or related to indexed interest rate

## **6. Responsibilities of the parties**

6.1. 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.

6.2. The Bank is responsible to the Client for the correctness and timeliness on accounts operation, in conformity with current law.

6.3. Client is responsible for authenticity of documents submitted for account opening and operating.

6.4. In the event the Client does not comply timely with its obligations stipulated by paragraph 2.3 of present Agreement the Client shall be responsible to pay to the Bank a fine at the rate of 0.5% of the appropriate amount for each delayed day.

6.5. Payment of the penalty does not release the violator from the duties under the Agreement.

6.6. Bank is not responsible for its obligations fulfilment (including connected with international transactions carried out by Client) if:

6.6.1. its arisen due to action and/or mistake in Client's "payment order" or some other document, by any receiving and/or intermediary Bank action or by any other reason beyond the control of the Bank;

6.6.2. if the country in which operates the Bank of amount's recipient (addressee) is imposed embargo or any other limitation that prevents receiving sum by addressee;

6.6.3. if embargo is imposed to sender/receiver (addressee) and/or to the recipient's (addressee) serving Bank and/or any other limitation that prevents receiving sum by addressee;

6.6.4. Correspondent bank (through which is carried out transfer) refuses to perform operation and/or there is suspension/blocking of sum to be transferred in order to prevent money laundering and/or other purpose.

6.7. The Bank is not responsible for results caused by the following:

6.7.1. implementation of operations carried out according the Client's order;

6.7.2. 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;

6.7.3. by reason of telecommunication providers, internet-providers or/and any other persons;

6.7.4. incorrect or uncomplete of fill in of Client's application or/and statement;

6.7.5. by untrue or uncorrect information provided to the Bank by the Client;

6.7.6. by the breach of the Client of its obligations under the Agreement;

6.7.7. by not using of right by the Client under the Agreement;

6.7.8. by non-fulfillment of recommendations provided by the Bank

6.8. 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.

## **7. Information about Client and banking confidentiality**

7.1. The Client declares that he does not act on behalf of other (third) person and does not cooperate with fictitious bank ("shell bank").

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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 products) 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).

7.6. 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

7.7. 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.

7.8. The client agrees that JSC Basisbank has the right: for the purpose of uninterrupted transfers, in the process of providing the service, at the request of the partner financial institution, to transfer to it the requested data about the client. including, but not limited to, information about the Client's beneficial owners, authorized representatives, activities, etc.

## **8. Validity of the Agreement and other conditions**

8.1. Present Agreement comes into force upon confirmation by the Bank application provided in paragraph "1.2" of present Agreement and is valid for indefinite period.

8.2. Client has a right to terminate the present Agreement at any time and close Account upon the written notification send to the Bank not less than 10 (ten) calendar days in advance (if not provided otherwise related to specofy Account or service by present Agreement). In such case Client is obliged not later than 10 (ten) days from sending Account closing notification to pay to the Bank appropriate commissions or other charges connected to appropriate account and/or service.

8.3. Bank is authorized at any time:

8.3.1. to terminate the validity of present Agreement, close Client's Account(s), terminate possibility of performing remote transactions, provided hereunder, subject to delivery of written notice 10 (ten) calendar days in advance to the Client, or in case of grounds provided for in paragraph "5.4.2." or other significant grounds without prior consent;

8.3.2. to change the conditions, characteristics of and/or fees (in the event of change of rates set by the Bank);

8.3.3. to close Client's Account and terminate possibility of performing remote transactions, provided hereunder in case of violation of conditions of present Agreement, in case if there is no available balance on Client's Account within 1 (one) year or/and no operations were performed on the Account (for the purposes of this paragraph are not considered transfer/writing off from the Client's account of banking costs for operations implementation). Client's Account will be closed in the Bank in other cases provided by Georgian legislation. In case of Account closing available balance will be returned to the Client.

8.4. Validity of present agreement may be terminated at any time subject to the parties' agreement or in other cases stipulated by the current legislation.

8.5. The Bank is entitled to make changes (amendments) to the content and/or in service rates of present Agreement by 1 (one) calendar month prior placement of relevant changes (amendments) on the official web-page of the bank at [www.basisbank.ge](http://www.basisbank.ge) or/and at the premises of the bank's branches and service centers.

8.6. In the event stipulated under paragraph "8.5" 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 8.2 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 return all credit products (fully cover all credit limits, overdrafts, bank credits and/or other credit products) received under this agreement and pay to the Bank all the commission fees, interest rates, 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;

8.7. If the Client fails to use its right stipulated under paragraph 8.6, the amendments proposed by the Bank shall be deemed to be accepted by the Client and the Agreement amended accordingly. The Bank have the right to make amendments to the present Agreement immediately upon placement hereof on the web-page in case if such an amendments do not worsen the Client's conditions, as well as changes related to the new services that do not replace and/or change other services (services) provided by this agreement.

8.8. 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](http://www.basisbank.ge) etc.) digital, telephone, etc.).

8.9. Relationships that are not regulated directly by present agreement shall be regulated by Laws of Georgia.

8.10. 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.

8.11. 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.

8.12. This agreement supersedes any other agreements concluded between the parties earlier concerning the subject matter of the present Agreement.

8.13. Invalidity/termination of any part of present Agreement shall not entail invalidity of Agreement as a whole.

8.14. The text of the present agreement is placed on the bank's web-page: [www.basisbank.ge](http://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.

8.15. 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, and also on increase of the interest rate by the Bank 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 in the part of application of present Agreement. 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 Agreement drawn up in the framework of this agreement in the part of the details of the parties. If the parties receives the notification via email to the address indicated in the Agreement in the part of application of the Agreement hereof, 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 Agreement drawn up in the framework of this agreement 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.

8.16. If the Client has any obligations towards the Bank, in order to secure observation of such obligations, the Bank will take into its ownership mortgaged and/or pledged property or effect realization thereof and by the moment of transfer of ownership title on mortgage and/or pledged property to the Bank (as to the mortgagee and/or pledgee) or the amount received from realization of mortgaged and/or pledged property does not fully cover the secured claim, the secured obligations shall be deemed satisfied within the amount equal to the market value or the amount received from the realization of mortgaged and/or pledged property and the market value of mortgaged and/or pledged property is less than aggregate amount of secured claim.

8.17. 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.

8.18. The client, if he meets the criteria established by the legal act of the National Bank of Georgia, has the right to file a complaint against the Bank with the Dispute Resolution Commission of the National Bank of Georgia (hereinafter referred to as the Commission) no later than 6 months from the date of filing the claim with the Bank, only in case of dissatisfaction with the complaint submitted to Bank claims within the established period (including in case of lack of response) or partial satisfaction. Under this clause, the client has the right to appeal to the commission if the value of the subject of the dispute provided for in the claim does not exceed GEL 50,000 or the equivalent of GEL 50,000 in foreign currency. The Commission will consider the dispute free of charge. The Client has the right to go to court without turning to the Commission. The rules of the Commission's activities, including the rules and procedure for submitting an Appeal, are defined in detail by the "Rule of the Dispute Resolution Commission at the National Bank of Georgia", approved by the Council of the National Bank of Georgia by Resolution No. 2 of July 26, 2023.

## **9. Internet banking**

### **9.1. Service description**

9.1.1. Internet banking service involves availability of operations for Client without his presence (remotely), by means of internet-page ([www.bankonline.ge](http://www.bankonline.ge)):

9.1.1.1. Providing banking information

9.1.1.2. possibility to carry out different operations (referred to as "Transactions") as from the own as well to accounts of other persons within limit frames;

9.1.1.3. Register for the use of various banking service;

9.1.1.4. Fixing request on changes/cancelation to registered services/products;

9.1.1.5. Request to receive various banking (including credit) products (submit the Bank application);

9.1.2. Upon opening of first Account the Bank automatically activates to Client package for view and receiving information on accounts and transactions carried out on Client's account for changing of which Client has to apply to the Bank in written form set by the Bank or activate the required package electronically, by internet-banking (if it's available to activate package electronically) on this bases the Bank transfers the Client to another package of internet banking service.

9.1.3. Information regarding current internet-banking service packages, rates, conditions are available at official web-page of the Bank – [www.basisbank.ge](http://www.basisbank.ge).

9.1.4. Through the internet-bank client can perform various banking operations and/or actions in compliance with the rules, requirements and provisions set forth in this agreement and applicable by the bank by the time of performance of the operation. If for carrying out transaction is required submission of related documentation the Client is obliged to download required documentation by internet-banking in compliance with format and rules set by the Bank .

9.1.5. The Client acknowledges and confirms that any notifications send by internet-banking (including payment orders, any application for transactions carried out by Internet- banking are entitled to manage the account, appropriately performed in written and signed) have legal effect identical to paper documents.

9.1.6. The Client announced in advance that he will register as a user of service only upon studying of specify service conditions in details with using identification data provided in paragraph "9.2.1." of present Agreement, wish of registration is considered as a desire to consent to any and every specified conditions of service for which the Client will be registered as a user with the help of the Bank's website.



9.1.7. The Client is entitled to activate for the other Client of the Bank (upon his consent) right of receiving information on his accounts and transactions carried out on mentioned account by internet-banking.

9.1.8. The Client is entitled to receive SMS services in connection with transactions, implementing / ready for implementation by banking internet.

9.1.9. Upon opening new Accounts by the Client he gets automatic internet-banking service by using identification data provided in paragraph "9.2.1." of present Agreement.

9.1.10. The Client entitles the Bank during internet-banking communication:

9.1.10.1. make information on Client Account available to the him;

9.1.10.2. carry out by Client's instruction transactions/operations within the frames of internet-banking and allowed by the Bank;

## **9.2. Rules of using internet-banking:**

9.2.1. Bank will provide the Client with necessary data for using internet-banking (individual user name and password) by means of which the Client is identified upon log-in to internet-banking, the password is valid within 7 (seven) days from the day of transfer. Upon expiry of mentioned period in order to receive the initial password the Client has to apply to the Bank.

9.2.2. The Client is obliged to change the password upon the first using of internet-banking. While entering the password with an error for three consecutive times the password will be blocked and for its restoring the Client has to apply to the Bank.

9.2.3. Upon carrying out the first transaction by the Client (except the transfers of amount to personal and other person's account) is generated transaction PIN which is active for performing any transactions via internet-banking.

9.2.4. Without transaction PIN is not possible to carry out transaction (except the transfers of amount to personal and other person's account) along with entering the transaction PIN with an error for three consecutive times the PIN will be blocked and for its restoring the Client has to apply to the Bank.

9.2.5. While carrying out transaction by internet-banking on Accounts of another persons for secure performing of transaction the Client gets one-time security code confirming the transaction. The code is being sent as short text message on mobile number (referred to as "security code") specified by Client in application for activation of appropriate service;

9.2.6. Security code sent by the Bank during the transaction implementation is active within the 1 (one) minute after the client's request. By entering the security code is confirmed security of implemented transaction. Upon entering the security code with an error for three consecutive times the security code will be blocked and for its restoring the Client has to apply to the Bank.

9.2.7. Prior to carry out the transaction the Client is obliged to be sure in accuracy of fill in requisites and downloaded by him documents, due to the fact that responsibility for accuracy of filled in requisites and submitted (downloaded) documentation is imposed on the Client.

9.2.8. The Bank is obliged to provide suspension of internet-banking service for Clients accounts based on notification on loss by the Client of his identification data before receiving the new instruction from the Client.

9.2.9. Client's claims related to internet-banking service will be accepted within 40 (fourty) days after transaction performing.

## **9.3. The Client is obliged to:**

9.3.1. have required for internet-banking stipulated by present Agreement technical and software facilities in a proper condition.

9.3.2. follow security rules while use internet-banking as well to keep protected user name, password, PIN of transaction generated by him and security code.

9.3.3. for the best protection of information and security purposes periodically or upon Bank's request to change PIN transaction and user password; do not trust his password and transactions PIN to a third party, not to save such data in memory of PC or other relevant devices (e.g. mobile phone).

9.3.4. make sure that he is connected to the genuine web page of the Bank and check the security certificate when changing PIN transaction each time before using internet banking.

9.3.5. shall immediately notify the bank in case of suspicion that his password and transactions PIN have become known to a third party.

9.3.6. to keep in good condition and comply with the safety rules for devices (including mobile phone, SIM card) that are required for connection and receiving various notifications (including security code) from the bank when using Internet banking services.

9.3.7. perform the obligations under the present Agreement and the Bank's web page ([www.basisbank.ge](http://www.basisbank.ge)) and other obligations under the rules and conditions for services set by the Bank for internet-banking.

9.3.8. Not to trust the notifications received to the e-mail address, requesting on behalf of the Bank to provide/update the personal/or/and banking data.

**9.4. Bank is entitled to:**

9.4.1. make available to the Client an information on his accounts via internet-banking;

9.4.2. carry out by Client's instruction transactions/operations within the frames of internet-banking and allowed by the Bank;

9.4.3. block Client's internet-banking connection and restore the connection upon request of Client if transaction pin, user password or security code have been entered with an error for three consecutive times;

9.4.4. block Client's internet-banking in case of non-payment min for 1 (one) month of service and restore it only after complete payment of debt amount by the Client.

9.4.5. to carry out transaction prior to submission by Client of proper documentation (downloading).

9.4.6. to carry out transaction in case of improper entering of security code or transaction PIN by the Client;

9.4.7. to block immediately and without prior notification Client's internet-banking transaction implementation in case of existing incasso, arrested accounts or other restrictions;

9.4.8. for security purpose and for the best protection of Client not to carry out transactions which are considered to be suspicious and were performed with Client's name, internet-banking facilities.

9.4.9. unilaterally impose restrictions on Clients active transactions (transfers, conversions)and determine parameters (including one time transfer maximum amount, transfers maximum amount carried out over a certain period, transfer operations maximum quantity, necessity confirm the operations carried out by one person etc.).

9.4.10. for the purpose of protection of Client's information and operations to create additional facilities for the Client's identification, including for the specified services to required using of codes created/generated by devices transferred to the Client and/or using other types of codes.

9.11. in cases stipulated by present Agreement without prior notification of Client to suspend or terminate the ability to carry out transactions by internet-banking.

**9.5. Bank is not responsible:**

9.5.1. for results caused by using Client's username, password, transaction PIN and/or code by the third persons.

9.5.2. for results/damages caused by non-receiving of SMS- notifications (including security code) on transactions performed/to be performed at accounts.

9.6. Based on present Agreement limited volume of Bank's responsibility to the Client is determined by the total amount of paid services, the Client made during the current calendar year provided by present Agreement.

## **10. Scheduled transfers**

### **10.1. Description of the service**

10.1.1. service of scheduled transfer implies carrying out transfers by the Bank from the Client's accounts without further consent of Client for payment of public utilities or other related purpose.

10.1.2. Parties agree that payment order created by the bank electronically for the purposes of scheduled transfers shall have the legal force equal to the document having been printed on the paper and executed by the person(s) authorized to manage of the account.

10.1.3. The bank shall carry out the scheduled transfer services in accordance with requirements and conditions stipulated in this Agreement based on application for scheduled transfer service and in accordance with requirements and conditions set by the Bank.

10.4. For the purposes of obtaining scheduled transfer services the Client shall apply to the Bank as per paragraph "1.2." of present Agreement.

10.1.5. If the requested day of transaction falls on a day off, requested transaction will be carried out on the next banking day.

10.1.6. If the conversion of the amount is necessary to complete the transaction requested by the application, the conversion will be made at the commercial rate established by JSC "Basisbank" on the day of the transaction.

### **10.1.7. The client is obliged:**

10.1.7.1. Always have a sufficient balance for planned transactions on the accounts specified in the Application;

10.1.7.2. Pay a service fee in accordance with the Bank's current tariffs at the time of the transaction.

### **10.1.8. The Client is entitled to:**

- 10.1.8.1. receive information on scheduled transactions carried out on his Accounts;
- 10.1.8.2. make relevant amendments to the data provided in the initial application on registration for scheduled transfer services;
- 10.1.8.3. discontinue using of scheduled transfer services.
- 10.1.9. Bank is obliged to:**
  - 10.1.9.1. provide the Client with scheduled transfers in accordance with conditions set by the Bank;
- 10.1.10. The Bank is entitled to:**
  - 10.1.10.1. refuse carrying out of scheduled transfer (settlement) in the event of insufficient funds on the Client's accounts;
  - 10.1.10.2. refuse carrying out of scheduled transfer (settlement) in cases determined under the current Georgian legislation or in the event of outstanding debt towards the Bank;
  - 10.1.10.3. terminate unilaterally complete or partial scheduled transfer services in the event of termination of contractual relations between the Bank and entity(s) – recipients of the amounts;
  - 10.1.10.4. unilaterally determine through sources disseminated by the Bank (including booklets, brochures, the web page of the Bank, etc.) the rules of notification of the Client on performance of scheduled transfer or complete or partial inability to perform any of such services for the Client.

## **11. USSD banking**

### **11.1. Description of the service**

11.1.1. Service by USSD banking implies ability of the Client to manage and receive remotely utility payments and payments for communication services, within the limits, transfers and conversion on his own bank Accounts, receiving information on balance available on his own Account, fill in mobile phone balance (as for himself as well for the third person) by means of using his mobile telephone connection via USSD software system.

11.1.2. For receiving USSD service the Client must be subscriber of MAGTI co and be registered in USSD system (referred to as "the system").

### **11.2. Rules for using the system**

11.2.1. The Client is able to use the system after registration as a user of in USSD system.

11.2.2. Transaction carried out within the banking day (working day of the Bank) and/or upon the closing of banking day will be accepted by the Bank for implementation on the same day.

11.2.3. Transaction is not carried out if on Client's Account is not sufficient balance (amount to be paid plus commission fee).

11.2.4. Transaction are carried out as in national as well in foreign currency.

11.2.5. Information on transactions carried out by the Client via USSD system is available upon Client's written request.

11.2.6. The Bank and the Client accept and confirm that transactions carried out by the system shall have the legal force equal to printed document signed by the person authorized to manage of the account.

### **11.3. Rights, obligations and responsibility of the parties.**

11.3.1. The Bank is obliged to register the Client in USSD system upon Client's written application;

11.3.2. The Bank is obliged to provide smooth operating of the system and is obliged to inform the Client in case of inability to use USSD system.

11.3.3. Bank is obliged immediately terminate use of USSD system in case of fixing attempt of unauthorized using or in case of receiving information from the Client about unauthorized using, which may cause manage of client's account by unauthorized person.

11.3.4. Bank is authorized to suspend or terminate using of USSD system for Client without prior notifications in cases stipulated by present Agreement.

11.3.5. The Bank is not responsible for the liabilities of MAGTI com towards the Client, which arise during the service process.

11.3.6. Client is responsible for the accuracy of requisites of electronic payment document.

## **12. Payment instruments service**

### **12.1. Description of the Service**

12.1.1. Service with payment instruments implies performance of banking operations through the plastic card "VISA," or "MasterCard" or Union Pay (referred to as "the Card" or "the plastic card") issued by the BasisBank or

through accessories (sticker, bracelet, watch or others, subject to existence of such) endowed with card function, or through payment applications of the Bank by the Client (referred to as the “Account Holder”, “Card Holder” or Client”) or by any person appropriately determined by him (referred to as the “Card Holder”).

12.1.2. Conditions provided under the present clause are applied to all types of payment instruments (personified and unpersonified cards, debt and credit products issued/emitted by the Bank inclusive) if no otherwise is stipulated by specific contract concluded between the account holder and the bank and / or the in accordance with the terms of the respective payment instruments.

12.1.3. Safety conditions, requirements, limitations of cards and other card instruments issued by the Bank possible risks based on types of card as well as rates related to bank card product(s) and services (commissions and principles of their calculations) are governed by Present Agreement and by information materials available at official web-site of the Bank ([www.basisbank.ge](http://www.basisbank.ge)) and represent an integral part of hereunder.

12.1.4. Additional rules and conditions related to usage of card instruments and services are governed by regulations and procedures of appropriate international payment systems (“VISA”, “MasterCard” and “Union Pay”) and they represent an integral part of hereunder and are available at web-site of above payment systems. In particular:

- for VISA - <https://www.visa.com.ge/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- for Mastercard - <https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf>
- for Union Pay - <http://www.unionpayintl.com/en/>

12.1.5. The Bank is entitled to periodically provide incentive projects/programms, rules, conditions, procedures and other necessary information related to that will be available at official web-site of the Bank ([www.basisbank.ge](http://www.basisbank.ge)) or/and other designed for the said portal. As well the Bank is entitled to include payment instruments in ongoing incentive projects automatically and the Clients are authorized to refuse participation in incentive projects/programms by means application at service-centers and/or by means of notification sent by remote service channels.

12.1.6. Issues that are not regulated hereunder (inclusive additional conditions for payment instruments, additional rights and liabilities of the parties and other issues related to obligations of the parties) shall be governed by the laws of Georgia and by rules provided by the Bank for appropriate payment instruments (subject to existence of such that will be available at official web-site of the Bank [www.basisbank.ge](http://www.basisbank.ge)) and besides by regulations and procedures of appropriate international payment systems (“VISA”, “MasterCard” and “Union Pay”).

## **12.2. Card Account**

12.2.1. For the purpose of conducting transactions with a card on the basis of Account Holder’s (Client’s) application, the Banks opens an Account (referred to as “Card Account”) to the Account Holder, prepares the card(s) and related to it serves Account Holder undertakes the liabilities to follow conditions stipulated by present Agreement for using Card Account.

12.2.2. Upon opening the Card Account the currency specified in Holder’s application and/or currencies is activated for the Card Account and is specified the main currency of the Account, this currency is main currency of Card Account. For activation of other currency (s) the Holder has to submit application in compliance with rules set by the Bank. Activation of appropriate currency for Card Account is implemented in accordance with Bank regulations.

12.2.3. The Bank is entitled to link Account of different currencies to one plastic card or to link different plastic cards to one banking Account. Priority of currencies is carried out by Account Holder. Information regarding current balance on card Accounts are displayed in card system in specified priority currency according the currency exchange rate set by National Bank of Georgia for specified day.

12.2.4. While carrying out transaction with Card Account if by payment instruments is available to use amounts in different currencies, the card operation is fixed (and is writing off appropriate amount) on Account foremost in currency in which the operation was conducted. If while carrying out of transaction the amount of operation exceeds the existing currency balance(or in this currency there is no balance at all) specified in payment order, the required amount will be completely writing off from the Card Account, though the negative balance will arise in specified currency in the part of insufficient amount. Said negative balance has to be paid from the first priority currency amount by conversion in accordance with commercial exchange rate set by the Bank. If there is no sufficient balance in priority currency then the negative balance is paid from the currency amount of next priority by means of conversion in accordance with commercial exchange rate set by the Bank.

12.2.5. Transaction at Card Account is considered authorized only upon existence of payer’s consent on transaction performing (if no otherwise is prescribed by Law of Georgia). Along with it the parties agree that for the purpose of present Agreement the consent of Client/Card Holder to transaction performing and “authorization/authorized

transaction” means approval of transaction (including transactions performed via e-wallet) by PIN code and/or by safety code specified at the reverse side of the card and/or by completeness of requisites and/or by other requisites of the card and/or by other mechanism set by the Bank that is transferred to the Client/Card Holder directly and for the confidentiality of which the client/Card Holder is responsible;

12.2.6. for the purpose of present Agreement by “unauthorized transaction” is considered transaction that has been performed without consent of Client/Card Holder and has not been authorized.

12.2.7. The client bears full responsibility for unauthorized transactions.

### **12.3. Conditions for Account operating.**

12.3.1. Any operations permitted under the law can be carried out on Card Account including as directly from Card Account as well as using the card or by means of remote or electronic service systems.

12.3.2. Account Holder is entitled to dispose money amount available on his Card Account, less the minimum balance and commissions for using the card. In case of overspending the commission fee(s) for excess will be deducted from the principal sum.

12.3.3. Using of Card Account can be additionally restricted by the Bank by setting appropriate daily or other limits. Along with it the Bank is entitled to declare refuse on changes of daily cashing limits or/and any other types of limits.

12.3.4. If certain banking product and/or Contract concluded between the Bank and the Account Holder provides possibility of multiple cards linked to one Card Account, that upon consent of Account Holder is acceptable to issue as the basic as well as additional card(s).

12.3.5. If a particular banking product or / and the Contract concluded between the Bank and the Account Holder provides availability of several currencies for single Card Account, then upon consent of the Account Holder is allowed to have several parallel accounts in different currencies under the single Account number. Priority of parallel foreign currency accounts are determined by Account Holder.

12.3.6. The amount of money can be entered to Card Account as by cash as well by non-cash operations.

12.3.7. Blocking of appropriate money amount of transactions just carried out by the card, it's requisites, by POS, electronic commerce, ATM is performed straight after transaction's completion. The real date of transaction carried out with the card is different from the date of transaction displaying/fixation at Card Account. Blocking of appropriate amount of performed card transaction at appropriate Card Account is done online and the displaying (settlement)-after passing the certain period (2-180 days) in compliance with regulations of appropriate plastic cards payment systems Visa International, Mastercard Worldwide, Union Pay etc.) (The date depends on transaction purpose/type and also on network of ATM/POS). However the blocking could be removed even earlier than above specified period.

12.3.7.1. Cutting off the money amount from Card Account during payment carried out by remote channels of payment of the Bank is being performed on the day of carrying out of appropriate transaction.

12.3.7.2. Cashing/payment transaction carried out at networks of Basis Bank's ATM/ POS terminals and electronic commerce points is displayed at Account according the standards on the next banking day.

12.3.7.3. Payment transaction carried out by card through internet and at networks of other bank's ATM/ POS terminals is displayed at Card Account after proceeding the transaction by appropriate payment system.

12.3.7.4. Entering a money amount (based on information received from the international card system on regulations related to entering the amount to plastic card) to the card with non-banking way the amount can be accessible (depends on transaction purpose, on sender, payment rules and policy of emitent) on the card during the next 30 minutes and displaying directly on Card Account can be carried out later (on the next and/or on the following next working days). Time difference between the money amount fixing on the card and on Card Account can cause arise to unauthorized overdraft.

12.3.8. Bank is obliged to keep confidentiality related to card transaction of the Account Holder, which became available to him during the business relations with Account Holder. Exceptions are the cases stipulated by the legislation, or related to ordinary banking information in compliance with international banking practice, that does not violate the interests of the Account Holder.

12.3.9. The Bank controls transaction carried out by the card through special program SW it means that the Bank is authorized to suspend temporarily the transaction and/or validity of the Card when fixing suspicious transaction (monitoring). The Bank also has the right to block the card and / or Card Account (suspend transactions) if the Bank suspects that unauthorized and / or illegal transactions have been and / or are being carried out with the card or Card Account.

12.3.10. If not provided otherwise by the Bank the Client is obliged to pay to the Bank service charge commission for the first year upon issuing of the card and for the next year service charge shall be paid after the 1 (one) year after the date of card issuance. In case of available balance on Card Account the next year service charge will be written off from the active Card Account(s) of the Client automatically (in complete or partly).

12.3.11. If the Account or Card Holder submits to the Bank the written application for extension of card validity in compliance with rules and form set by the Bank before the card expiry date and if there is sufficient money amount being on (commission for card issuance, annual service charge commission etc, if the above is a precondition for updating the corresponding card) Account, the term of the card is extended on the last month before the card expiry, within the conditions provided by Agreement concluded with Account Holder without conclusion of new Agreement except in cases when after the consent of Account Holder for extension the card validity the Card/Account Holder declares the refusal to extend the card according to regulations and conditions set by the Bank before the card expiration).

12.3.12. In order to update the card is obligatory written application of Account Holder drawn up in compliance with rules and form set by the Bank, if not otherwise provided by the Bank.

12.3.13. In case of collection order or act of seizing of any of the accounts of the Client/Card Holder, the credit limit and/or overdraft allowed at the Client's/Card Holder's account is considered to be automatically cancelled. In case of fulfillment or cancellation (revoking) of the collection order or lifting (revoking) the arrest, the Bank will be entitled to unilaterally restore the credit limit and/or overdraft.

12.3.14. Validity of the sub-paragraph "12.3.13" of present Agreement is applicable to all types of plastic cards as well as to any credit product related to any of the plastic cards.

12.3.15. In case when Account Holder (Client) and the Card Holder is not the same person, with respect to additional card:

12.3.15.1. Account Holder (Client) can independently perform the following actions: receive a new additional card, request changes in the currency priorities, open additional card account(s), cancel additional card, close card account, block/unblock additional card, and receive additional card detained by the ATM;

12.3.15.2. Card Holder can independently perform the following actions: receive additional card, block additional card, unblock, receive additional card detained by the ATM.

12.3.16. Opening, renewal, closing and other operations related to the card can be carried out by the Client as by written application submitted to the Bank or sent by remote service channels provided in compliance with rules and procedures set by the Bank, as well as by means of SMS code that has legal force equal to document drawn up in written, printed out (hard copy) and certified by Client's signature form.

Account Holder (Client) and Card Owner can request for issuance of new additional card.

#### **12.4. Closing the Card Account**

12.4.1. Card Account is closing under the following circumstances:

12.4.1.1. Upon receipt of a written request/SMS code or request sent by remote service channels of the Bank by Account Holder. In such cases, positive balance and min balance (subject to existence of such) available on Card Account will be refunded to the Account Holder upon cancellation of card issued/linked to Card Account and only after all outstanding debts to the Bank are completely repaid. Card Account will be closed within the 185 (one hundred eighty five) days from the day of expiry of the last card issued on Account. For the mentioned period Account Holder is responsible for any transaction reflected on Account. Along with that if during the specified period turnovers are recorded on the bank account (entering or writing off operations), then the closed card account will be restored / activated again on conditions applicable for related banking products for real moment.

12.4.1.2. In case of termination of the agreement between the Bank and appropriate settlement system (VISA, MasterCard, Union Pay etc.) the Bank is obliged to notify the Account Holder within 5 (five) banking days and refund to him the money amount available on his Card Account after returning all issued to Account Holder card(s) and complete payment of all outstanding debts by Account Holder.

12.4.1.3. In cases provided hereunder and/or by current Legislation.

#### **12.5. Min balance; authorized and unauthorized overdrafts.**

12.5.1. Minimum balance is the amount, blocked at the Card Account within the validity of the card. Minimum balance is defined in compliance with type of the card, recommendations of VISA, MasterCard, Union Pay etc. International Payment systems and in compliance with rules and conditions set by the Bank. If, as a result of any transaction, the amount on the card account becomes less than the minimum balance, the Client is obliged immediately enter/deposit the amount on the card account, that will be sufficient to fill the minimum balance (subject to existence of such).

12.5.2. Disposal of money amount available on Card Account is acceptable within the limits set by the Bank, and disposal of minimum balance is acceptable in case of cancellation of all cards related to Account in compliance with rules set by the Bank.

12.5.3. Authorized overdraft is credit resource received by the Client from the Bank the right of using of which the Client will get after fulfillment of requirements set in compliance with credit policy of the Bank. In case of using authorized overdraft the Client is obliged to pay back the spent amount (received as a credit) and interest accrued to it in compliance with conditions provided by the Bank for back payment of authorized overdraft.

12.5.4. Unauthorized overdraft is the negative balance (indebtedness) generated at the Card Account without the Bank approval (permission). After the amount overspending on Card Account and turning to unauthorized overdraft, Account Holder is obliged to fill in the sum up the amount of the minimum balance within the 2 (two) banking days upon receiving notification and completely pay the interest accrued to it.

12.5.5. Account Holder has to pay to the Bank the annual interest rate for using unauthorized or authorized overdraft, the annual interest rate (percentage) of which is provided under the rates set by the Bank for using of authorized and unauthorized overdraft valid for the moment of overdraft occurrence if no other rates and conditions are provided under the Agreement/Contract concluded between the Bank and the Client or some different conditions provided under the payroll project of the Bank (in case if the Client works in company/organization involved in Payroll Project of the Bank). Interest is accrued on the overdraft daily, however the quantity of days defined as 30 (thirty) per month. Accrual starts from the date of occurrence of the overdraft up to the date of its real back payment.

12.5.6. In case when the card is linked with several Accounts of different currencies and for one of the currency Account is approved credit/overdraft limit or/and unauthorized overdraft is taking place on one of currency account, if at one among of the accounts linked to the specified card is available balance or upon entering/transfer to it the amount, conversion of amount between the Accounts is carried out unilaterally by the Bank (without acceptance) in compliance with commercial exchange rate set by the Bank for the moment of amount writing off for the payment of indebtedness/fulfillment of current liabilities of Client to the Bank.

12.5.7. If taking place crediting of Card Account by the Bank by mistake without the intention of issuing overdraft to Account Holder (credited by mistake), Account Holder is obliged to return the amount to the Bank within the 3 (three) days after receiving information on mistaken overdraft. Otherwise the Account Holder is subject to penalty in amount of 0.05% (zero point 05 hundredths of a percent) of sum credited and used by mistake for each day.

12.5.8. Bank is entitled to write off appropriate money amounts without acceptance from the other Accounts of Account Holder in the Bank and utilize them to repay debts, existing in relations to the Bank. If transaction date coincides with non-banking day the transaction carries out on the next banking day and relatively the Client is obliged to pay any fees to be paid to, including the payments/fee that were foreseen for the next banking day.

12.5.9. The Bank is entitled to restrict carrying out operations with cards in compliance with legislature, policy and/or internal regulation of the Bank, at POS/service objects/ places with high risk of possible fraud before receiving the additional consent of the Client/Card Holder that shall be stated prior to activation of the card. However, the Client/Card Holder is entitled to cancel specified consent at any time based on written request sent to the Bank in compliance with regulations set by the Bank or/and with Application sent by means of remote service channels of the Bank.

## **12.6. Rules for using the card**

12.6.1. Cards "VISA, "MasterCard" or "Union Pay" and other plastic cards with the Bank's logo emitted by the Bank are the property of the Bank.

### **12.6.2. Procedures for obtaining a card**

12.6.2.1. Person interested to receive a plastic card shall submit to the Bank appropriate written application or by means of remote service channels of the Bank (in form set by the Bank), and to enter/ credit to appropriate bank account irreducible balance (subject to existence/request of such) and fee for the card issuance and annual commission rate according to rates set by the Bank.

12.6.2.2. After entering the money amount(s) specified under the sub clause of "12.6.2.1" hereunder within the term set by the Bank, the Bank will prepare and issue the card and Pin Code in envelope or by SMS (if the Client has not received PIN Code earlier, before the entering of money amounts provided under the sub clause of "12.6.2.1") and hand over it for the Client or Card Owner attached with related documentations or/and information materials (subject to existence of such).

12.6.2.3. If the Card Holder does not request for the card within the 3 (three) months after its emission the mentioned card is subject to destroy, if the Bank does not provide otherwise. The cost of card production and

commission of annual service rate will not be reimbursed the Card Holder, as well the rate packages is cancelled together with all its conditions automatically, if the card account is the main Account for rate package and the Client/Cardholder has no other alternative account that could be fixed as main account of rate packages (current/card account). Issuance of an irreducible limit accrued on the card and other amounts is carried out at the request of the Cardholder

12.6.2.4. The Bank is authorized to refuse to issue / update the card without stating the reasons.

#### **12.6.3. Rules for using a card.**

12.3.1. Rules for using of a card are subject to regulations and procedures under the “Service rates of appropriate settlement systems for plastic cards” of “VISA, “MasterCard” or “Union Pay” which represent integral part of present Agreement and is provided under the |”12.1.4” hereunder.

12.6.3.2. The Cardholder is an identified (could be Client or any person specified by him) person using the card), who owns personalized or unpersonalized card. In case of personalized card the right to hold the card is defined by the full name engraved on the card or just intial of full name or/and full name of cardholder specified in magbetic strip/or microchip of the card.

12.6.3.3. PIN code is confidential and is known for he Card owner only. In case of forgotten the PIN code the Card Owner shall apply to the Bank, carry out update of PIN code and/or replacement of the card in compliance with rules and procedures set by the Bank fro special payment instruments.

12.6.3.4. The Client/Cardholder is obligated to check the integrity of the envelope in which the PIN code is located at the time of its receipt (in case of receeiving the PIN in envelope) It is not recommended to store the PIN code and the card together, it is prohibited to transmit (disclose) the card and PIN-code to a third person, the Card Owner is responsible (financially) for any dubious transaction resulting due to loss of the card, using the PIN-code etc.

12.6.3.5. While entering PIN code with an error for three consecutive times card is automatically withheld by ATM and/or will be blocked. In the case of the card retention or blocking the Cardholder must apply to the Bank. The Cardholder is obliged to pay a fee for holding the card by ATM of another bank and / or the commission (subject to existence of such) for the issuance of a new card (according the wish).

12.6.3.6. The Bank is obliged to consider the claim of Cardholder concerning the retention of amount by ATM of “BasisBank “ within the 30 (thirty) calendar days upon receiving the claim and provide to the Cardholder document (subject to esistence of such) confirming the issuance of money by ATM or satisfy the claim, to enter the amount to the card account of the Cardholder or to the transit bank account from which the Cardholder can withdraw the amount upon presenting of personal ID and the card. In case of request from the card-issuing bank (not BasisBank) the amount is transferred to the same transit account to the details, provided by the issuing bank, and will be given to the Cardholder accordign the above rules.

12.6.3.7. The Bank is obliged to consider the claim of Cardholder concerning the retention of card by ATM of “BasisBank within the 30 (thirty) calendar days after the claim receiving and provide to the Cardholder the document confirming the issuance of card by ATM (subject to existence of such) or satisfy the claim and transfer the card to the Cardholder upon presenting of personal ID with signing of appropriated hand over protocol. In case of card of another Bank, according to agreement with Issuing-bank the card will be transferred to the Cardholder or to Issuing Bank as part of the above rules.

12.6.3.8.. Card validity expires after expiry of the last day of the month indicated on the card.

12.6.3.9. While payments carried out with card the service personnel of the Object is entitled to demand ID card of Cardholder and in case of non-submitting of such, has the right to suspend the transaction for that the Bank is not responsible.

12.6.3.10. It is prohibited use the Card for illegal purposes, including for the purchase of goods or services, that are prohibited by the Laws of Georgia.

12.6.3.11. Cardholder is informed and agree if he owns card issued by the Bank and/or payment instrument related to such card (eg. sticker etc.) that provides ability to carry out transaction by means of contactless connection between the card and card-reading device, the authorization of such transactions is carried out without PIN code of the card within the limits set by the Bank for such cards and/or related to ti payment instument by means of remote connection rovided between the card abd acrd-reader device. Information concerning the limits are available at official web-site of the Bank: [www.basisbank.ge](http://www.basisbank.ge) and such information materials are integral parts of present Agreement..

#### **12.7. Suspension of card validity.**

12.7.1. Validity of the card is suspended:



12.7.1.1. If the card and/or payment instruments related to it is lost or stolen or is misappropriated or in case of revealing the fact of illegal use of the card the Cardholder must immediately block the card by himself by means of remote channels of the Bank, and notify the Bank in a written form or by telephone and/or by remote service channels of the bank (to the following number: +995 32 2 922 922).

12.7.1.2. In case of breach conditions and regulations of present Agreement by the Cardholder the Bank is entitled to suspend or block the card(s) at any time.

12.7.2. **Entering of card to stop-list.** The Bank is obliged to provide suspension of the card validity (blocking) based on instruction of Cardholder and with the entering to the local and/or international stop-list. For the purpose of present Agreement the stop-list is local or international list of cards with restriction on carrying out of transactions and they are subject to special service mode.

12.7.2.1. The local Stop List which ensures that the card is blocked only for authorized transactions for the any terminal worldwide (ATM, teller terminal, point-of-sale terminal, internet).

12.7.2.2. Within the blocking in International Stop-list the Cardholder provides caard blocking for offline operations withhin the 14 (fourteen) days from the day of blocking for appropriate region(s). Upon expiry of specified period according the wish of Cardholder the entering of card to international stop-list shall be crried out again and during the blocking period in international stop-list the Cardholder is not resonsible for transactions carried out with the card. Entering to the International stop-list is performed according to the procedures and regulations set by international settlement systems "Visa ", "Mastercard" and "Union pay" in accordance with sequence set for specific region(s) and for a certain period. Entering the card to international stop-list is carried out by appropriate card system.

12.7.3. Suspension (blocking) of card validity based on appropriate notification of Cardholder is carried out within the following terms:

12.7.3.1. entering to the local stop-list-within the reasonable period after the submission of appropriate notification by remote service channels of the Bank or submission it to Service-Center of the Bank;

12.7.3.2. entering to the international stop-list-within the 20 (twenty) days period after the notification of employee of the Bank;

12.7.4. Within the period of card validity term the Cardholder is responsible for offline transaction (s) carried out with blocked card entered to the local stop-list. Along with that the Bank is not responsible for opertions carried out on card account before notification on loss/stolen card or before entering the card to local stop-list, the Client/Cardholder is obliged to reimburse to the Bank the money amount of offline transactions that were carried out with blocked card.

12.7.5. The Cardholder is authorized to appeal the offline transaction performed through the blocked card during the period of blocking only in case of entering it into international Stop-list.

12.7.6. Cardholder is obliged to pay commission for entering the card to stop-list, besides the Cardholder has to reimburse the damage arisen due to caried out with blocked card offline transactions during the period specified on card only if.the blocking was not carried out with entering to international stop-list.

12.7.7. The Cardholder has the right as desired to cancel the card at any time.. For this purpose he must apply to the Bank in writing, and then pay all liabilities (subject to existence of such) to the Bank arising during the card validity, and then to request a balance in any of his card accounts and return the card to the Bank (Unless, for any reason, the card is not owned by the customer).

12.7.8. The Client/Cardholder is entitled to carry out entering the card to stop-list by one among the forms provided under the sub clause "12.7.1.1" hereunder upon notification send to the Bank. The Bank is not responsible for the consequences arised due to false notification.

## **12.8. Rights and Obligations of the Parties**

12.8.1. The bank is obligated to:

12.8.1.1. Upon proper request by the client/cardholder, immediately provide them with information about the card and/or card account transactions (including in the form of an extract) at the rates set by the bank for the relevant service.

12.8.1.2. Take all possible measures to ensure the protection of the payment instrument and its illegal use;

12.8.1.3. Not make the personalized security features and facilities of the payment instrument accessible to persons other than the holder of the instrument;

12.8.1.4. Receive the notification provided in sub-paragraph 12.8.2.4 submitted in writing and/or recorded by the client/cardholder through the bank's remote service channel in accordance with the established procedure; otherwise the client/cardholder is not responsible for stolen, lost, misappropriated or illegally used card; also, for the damage

caused by unauthorized operation due to non-observance of security measures or personalized security measures, unless this damage is caused by criminal or intentional action of the client/cardholder. The bank is also obligated to provide the customer/cardholder with a confirmation of receipt upon request, if not more than 18 (eighteen) months have passed since the receipt of the notification;

12.8.1.5. The payment service provider is obligated to bear all the risks related to the sending of the payment instrument and/or its personalized security features and means.

12.8.2. The cardholder is obligated to:

12.8.2.1. Use the card for the relevant payment instrument in accordance with the terms set by the bank;

12.8.2.2. Duly comply with the procedures and rules of the international payment systems defined by this Agreement and the international payment systems VISA, MasterCard, Union Pay;

12.8.2.3. Follow the security measures of the card issued to them, ensure the protection of the personalized means of the relevant instrument; not allow unknown persons to use their card;

12.8.2.4. In case of loss, theft, misappropriation or unauthorized use of a payment instrument, the card shall be blocked from the relevant remote service channel of the Bank upon its discovery, or the Bank shall be notified in accordance with subsection 12.7.1.1.;

12.8.2.5. In case of unauthorized transaction on the card account, to appeal the relevant transaction to the bank in accordance with the rules established by clause 12.11 of this Agreement.

12.8.2.6. Reimburse the fees and expenses incurred by the Bank in connection with additional card services (if any) by VISA, MasterCard and Union Pay international payment systems;

12.8.2.7. In case of non-recognition of transactions (transactions) carried out using the card, and/or a requirement to correct the transaction (deals) carried out with the card, apply in writing (in paper or electronic form) with an application to the Bank about the implementation of an unauthorized transaction (from transaction/debiting the transaction amount from the account)/incorrectly executed operation ("incorrectly executed "transaction" is defined in accordance with the legislation of Georgia) within 13 (thirteen) months from the date of the transaction/debiting the transaction amount from the account), except cases where the deadline provided for in this paragraph is missed by the Client/Cardholder due to independent/objective reason(s) of the client/cardholder, and not due to an unjustified delay (the obligation to prove the above lies with the Client/Cardholder). Regardless of whether the Client/Cardholder misses/breaks the appeal period, the Bank, within its capabilities, will assist the Client/Cardholder in returning the amount(s) lost as a result of an unauthorized or improperly performed transaction. The Client is required to pay a fee for additional services established by VISA and MasterCard in connection with the investigation of the problem.

12.8.2.8. In case of non-recognition of unauthorized cross-border payment transactions (transactions) made using the card, contact the Bank in writing (in paper or electronic form) within 75 (seventy-five) days from the date of the transaction (from the date of the transaction/debiting the amount from account), except in the case where the Client/Cardholder missed the deadline specified in the clause due to the independent/objective reason(s) of the Client/Cardholder, and not due to an unjustified delay (the burden of proving the above lies with the Client/Cardholder). For the purposes of this paragraph, a cross-border payment transaction is an operation carried out using a card instrument (plastic card) issued in Georgia, and the receiving provider (acquirer) is a foreign payment service provider. The amount of the appealed transaction is subject to reimbursement by the Bank only if a complaint is filed with the Bank within the period provided for in this paragraph, or if fraudulent actions of a third party are clearly identified and/or the case reported by the Client/Cardholder is similar in content and/or circumstances to the cases considered The Bank previously, within the last 180 days, within which the amount of the unauthorized transaction was reimbursed to the Clients/Cardholders;

## **12.9. Responsibilities of the Parties**

12.9.2. The Client shall bear full responsibility for damages related to the unauthorized payment transaction caused by their criminal act, intentional or negligent non-compliance with the obligations set forth in paragraph 12.8.2 of this Agreement, and/or if:

12.9.2.1. The Client uses the payment instrument in violation of the terms set forth for this payment instrument;

12.9.2.2. Does not follow the security measures of the payment instrument issued to them, does not ensure the protection of the personalized means and/or personalized data of this instrument;

12.9.2.3. In case of loss, theft, misappropriation or illegal use of a payment instrument, notify the bank or a person designated by the bank as soon as possible after discovery.

12.9.3. The Client is obligated to apply to the Bank in writing about the unauthorized or incorrect operation immediately after the completion of such operation and/or through a remote service channel.

12.9.4. The Client shall not be liable for any damage resulting from the unauthorized operation, unless the Bank has provided the receipt of the notice under Section 12.8.2.4 of this Agreement, unless such damage is caused by the Client's criminal or intentional act.

12.9.5. The Bank shall be liable for any damages incurred if it fails to perform a payment transaction by its intentional or culpable act, or performs it incorrectly or in violation of the term.

12.9.6. In case the VISA, MasterCard, Union Pay international rules and the procedures established by the bank determine that the client is obliged to return the chargeback amount to the bank, a refund must be made within 5 (five) banking days from the request. If the amount transferred in the form of chargeback is not returned within the mentioned period, the Bank is entitled to allow unauthorized limit in the amount of the chargeback, on the client's current, card or demand deposit account without their additional consent and upon their acceptance, as well as without sending them a notice, according to the terms of the agreement.

12.9.7. The bank is not responsible for:

12.9.7.1. Unauthorized use of the card due to facts caused by the cardholder, including during the period of validity of the request for cancellation of monitoring on the card by the client/cardholder.

12.9.7.2. Disputes arising between the cardholder and the service provider.

12.9.7.3. Transactions performed with a lost/stolen, misappropriated or illegally used card, unless the cardholder has provided timely blocking of the lost/stolen card.

12.9.7.4. On transactions performed by a third party if the transaction is authorized.

12.9.7.5. Transactions with high-risk shopping/service facilities, if the client/cardholder has submitted a consent to the Bank in accordance with paragraph 12.5.9.

12.9.7.6. Contactless card and/or other related payment instrument, without pin and chip, for transactions within the limit.

12.9.7.7. The result of the client's refusal of the security measure offered by the bank (in such case the client/cardholder is responsible for the damage caused by the refusal of the security measure).

12.9.7.8. Damage resulting from unauthorized operation by the Client/Cardholder due to non-compliance with security measures or personalized security measures, if the transaction was carried out after receiving a notification from the Bank in accordance with sub-paragraph 12.8.2.4 (unless the damage is caused by criminal or intentional act of the Client/Cardholder).

12.9.7.9. If for reasons beyond the control of the bank, the card was not/could not be cashed at service points outside the bank; also, the Bank is not responsible for commissions written off and other actions performed by another person/financial institution for other transactions performed outside the ATM network of JSC Basisbank.

12.9.7.10. Consequences of using the 3D security service by the client/cardholder (including non-execution of the transaction due to incorrect entry of the one-time code, non-acceptance of the one-time code by the client/cardholder for reasons beyond the bank, delay of the transaction, etc.).

## **12.10. Card 3D Security**

12.10.1. 3D security is an additional means of protection to ensure the security of online payment/transfer by the customer/cardholder with the card owned by them, provided that the relevant 3D security support for the card instrument is also provided by the payment/transfer website. In case 3D security is provided for the card instrument issued by the bank, it will be indicated in the information about the relevant card posted on the official website of the bank ([www.basisbank.ge](http://www.basisbank.ge)).

12.10.2. Activation of 3D card security can be done on the cards of VISA, MasterCard, Union Pay payment systems.

12.10.3. If 3D security is activated on the client/cardholder's card instrument, online payment/transfer will be possible using this payment instrument only after additional confirmation with the received one-time code, if the corresponding 3D security support provided for the card instrument is also provided for payment/transfer Implementing website. To confirm the payment/transfer transaction, a one-time code is sent by the client/cardholder to the relevant telephone number specially registered in the bank for this purpose, and in the absence of such - to the most recent contact telephone number registered by the client.

## **12.11. Review of the Complaint**

12.11.1. The Bank reviews the client/cardholder's complaint about the unauthorized card transaction in accordance with the rules and procedures established by the bank.

12.11.2. Complaints are submitted to the bank in writing and/or through the bank's remote service channel.

12.11.3. The Client/Cardholder is obligated to submit to the Bank, together with the complaint, the documentation/information confirming the execution of the transaction appealed by them, as well as the additional information/documentation available to them in connection with the relevant transaction and/or requested by the Bank.

12.11.4. The complaint will be reviewed no later than 20 (twenty) working days after its submission, and if due to reasons beyond the control of the bank it is not possible to review the complaint and make a decision on it, the bank notifies the client/cardholder of the complaint and decision, by stating the relevant reasons for such delay.

12.11.5. The deadline for making a decision on the client/cardholder's complaint and notifying the applicant should not exceed 55 (fifty five) working days after the complaint is received.

12.11.6. The Bank is entitled to contact the acquirer or other party involved in the card transaction during the review of the disputed card transaction in Georgia to obtain information about the transaction, except for the cases when all the details and circumstances of the disputed transaction are known to the Bank.

## **12.12. Conversion**

12.12.1. If card operation is carried out in a currency other than the currency of the card account, then the amount will be cut off the client/cardholder's account by conversion with the following exchange rate:

12.12.1.1. If card operation is carried out on the territory of Georgia the transaction is made with commercial exchange rate set by the Bank for the day of transaction accounting on Card Account.

12.12.1.2. If card operation carried out the territory of Georgia transaction is made with conversion commercial exchange rate set by the Bank for the day of transaction accounting on Card Account plus 1% (one percentage point).

12.12.1.3. If card operation carried out in currency(ies) different from the settlement currency of payment systems ("VISA", MasterCard" or "Union Pay") the conversion rate is set and carried out by the rates set by related payment system plus 2 % (two percentage points) of card operation amount as a commission of Bank service. Along with that if currency of settlement of related payment system is different from the currency of Card Account than conversion will be carried out with exchange rate defined by the Bank for the day of transaction accounting on Card Account plus 1% (one percentage point).

12.12.2. If it is possible to use amounts of different currencies by card instruments, then accounting of card operation on Client's Account is carried out first of all in currency of performed operation. If the Client does not have amount of card operation currency on appropriated Account/Card Account and settlement of said operation was carried out by Card scheme in such case accounting of operation on Card Account is carried out in card scheme settlement currency.

12.12.3. Upon carrying out operation with using card instruments with ATM, POS, E-Commerce transactions performed by the Client and also upon carrying out operations with terminal at the Bank, the Bank blocks the amount in compliance with amount of carried out transaction. Upon blocking in case if conversion is required, the amount is blocked in main currency of card instrument with official rate set by the National Bank is used. Card transactions will be accounted/reflected in the customer's account after a certain period of time (in accordance to sub clause "12.3.7." hereunder). Taking into account that cutting off the amount from Client's Account is carried out in several days after the processing of certain transaction and based on that the currency exchange rate actual by the moment of amount blocking and rate actual by the moment of transaction processing by payment system could differ from each other that cause difference in amounts blocked at the Account and cut off amounts.

12.12.4. Conversion of currency between the Client's accounts is always carried out in compliance with exchanges rate valid for the moment of operation processing. Schemes (with regard to different samples/admissions) of money amounts conversion for cards operations are enclosed hereunder. The schemes are as well placed at official web-site of the Bank: <https://bb.ge/docs/ConvEn.pdf>).

12.12.5. The Client is entitled to receive information on transaction carried out by him and conversion at Service-centers of the Bank and by means of remote channels of customer services.

## **12.13. Payroll Project**

12.13.1. In case the Client works in an enterprise/organization involved in the Bank's payroll project (hereinafter referred to as the "Payroll Project"), this Agreement and all its annexes shall apply to them, subject to the different terms/tariffs agreed upon under the relevant payroll project (if any). However, if any of the conditions stipulated in this contract contradicts the terms of the salary project, preference will be given to the condition set by the relevant salary project. In the event of termination of the relevant cooperation between the Bank and the organization involved

in the payroll project, and/or the organization and the Client/Cardholder, this Agreement shall not terminate and the Agreement between the Bank and the Client/Cardholder shall continue to operate under standard terms/tariffs.

12.13.2. The director of the relevant enterprise/organization involved in the payroll project (authorized to act as a representative) has the right to take all appropriate actions on behalf of the client/cardholder and sign all necessary documents to prepare/renew and receive the card on behalf of the client/cardholder.

### 13. SMS banking

#### 13.1. Description of the service

13.1.1 The SMS banking is a remote banking service, that provides opportunity to get banking services provided under the present Article (Article 13 of an Agreement), using the mobile number (hereinafter **“phone number”**) specified in the latest application submitted to the Bank.

13.1.1.1. **Receiving bank information.** The Client is entitled to receive information related to banking operations carried out on his bank accounts, information related to offered by Bank/requested by Client different (including credit) product(s) , as well as receive other necessary to him information (including bank account(s) balance, currency exchange rates etc.) by means of predefined standard content of the Short Text Messages (referred to as **“SMS”**) .

#### 13.1.1.2. Execution of transaction and receiving of service is confirmed by SMS code.

The Client is authorized to carry out variety of bank operations (including payment, transfers, income, withdrawals etc. ) (hereinafter **“transaction”**) according to procedures, limits and rules set by the Bank, by code confirmation sent to the Client's mobile phone by means of SMS (hereinafter **“SMS Code”**), also to confirm by SMS code any deal/document (included related to service of credit products, opening of new/additional Accounts, changes of current/fixed at the Bank personal data of the Client), within the frame of provided different bank product services (hereinafter **“the service”**). Based on above the Bank is authorized to offer the Client to confirm any document/deal proposed by the Bank within the transaction/deal by means of SMS code instead of signature of the Client that means that:

13.1.1.2.1. The Bank sends to the Client data of proposed by the Bank deal/document (including the deal) and SMS code within the frame of related transaction or/and service to the phone number, defined by the Client in advance or/and specified in Client's application;

13.1.1.2.2. By providing the SMS code to the Bank by the Client (SMS code is provided by the Client to related employee of the Bank verbally) is confirmed that he has completely familiarized with related transaction or/and with deal/document, offered within the frame of related transaction or/and services, agree to correctness of conditions/information proposed in it and wish to carry out said transaction or/and conclusion/drawing up of document/deal proposed by the Bank within the frames of service.

13.1.1.2.3. After the Client indicates the SMS code sent to him, the Bank provides entering the code to SW program and completion of process associated to conclusion of document/deal related to providing transaction or/and services.

13.1.1.2.4. Confirmation of document/deal proposed by the Bank with SMS code within the frames of transactions or/and service, represents electronic signature of a Client and in relationship between the parties is equal to signature put on hard copy(paper) document.

13.1.1.2.5. List/types of transactions or/and documents/deals to be confirmed by SMS Code is defined by the Bank at its own discretion.

13.1.1.2.6. Upon confirmation of document/deal proposed by the Bank by SMS code in case of Client's request, the Bank provides the Clients with related documents;

13.1.1.3. **Transaction fulfilment and receiving service by confirmation from electronic link.** The Client is entitled to confirm any document (including deal or/and application) related to carrying out variety of transactions or/and providing services in compliance to procedures, limits and rules set by the Bank, by means of SMS code sent to electronic address (hereinafter **“the link”**) that means:

13.1.1.3.1. Upon its own discretion the Bank sends to the Client the link on Client's phone number or/and email indicated at the Bank as the contact requisite (hereinafter **“email address”**) by access to which the Client can familiarize with complete conditions of proposed to him (approved) deal/document and provide electronically confirmation/approval or declare a refusal to confirm.

13.1.1.3.2. In case of confirmation of document placed at link sent by the Bank to the Client, the Client confirms that he has completely familiarize to electronic document proposed by the Bank and placed on related link, agree to conditions/correctness information proposed in it and agree to conclusion/making a transaction(s) determined by

document placed at the link and/or within the frames of banking services/bank products or/and any other deal to be concluded between the Bank and the Client within the frames of any other deal to conclude/make any document proposed by the Bank.

13.1.1.3.3. Confirmation of document placed at the link sent to the Client by the Bank represent electronic signature of the Client and in relationship between the parties is equal to signature of the Client on hard copy (paper) document.

13.1.1.3.4. In case of request of the Client to receive confirmed and placed on link document, the Bank provides transfer of appropriated document(s) to the Client;

13.1.2. The Bank is not responsible on harm/damage caused by sending notification/link to phone number and/or email of the Client indicated by the Client at the Bank.

13.1.3. The Bank determines at its discretion the list/type of transactions that the Client has the opportunity to receive in accordance with the rules specified in paragraph "13.1.1". Along with that the Bank is entitled to periodically change (increase or reduce) the services provided for in subparagraph "13.1.1", and this information will be posted on the official website of the Bank.

## **13.2. General Rules for Using SMS Banking**

13.2.1. The client has the opportunity to use SMS banking after registering as a user of the mentioned service. In addition, the client, who applies to the bank to perform the transaction and/or receive services, and/or uses the relevant service(s), automatically activates the SMS banking service. To do it, it is necessary to register the client's phone number in the bank's software. To cancel this service or change mobile phone number, one must perform one of the following actions:

13.2.1.1. Visit to the bank service center;

13.2.1.2. Call the bank's call center;

13.2.1.3. Sending a message to the bank via the bank's remote service channel (Internet Banking, Mobile Banking) from the designated personal settings page.

13.2.2. SMS banking service is provided by the phone number specified by the client.

13.2.3. The Bank and the Client acknowledge and confirm the fact that the information received through SMS Banking and the transactions performed have the same legal force as a paper document certified by the person authorized to manage the account and receive the information.

13.2.4. The terms and conditions set forth in this Agreement apply to the execution of transactions and receipt of services(s) via SMS Banking, subject to the exceptions set forth in this Article.

13.2.5. The terms and conditions set forth in this Article apply to absolutely all of the Client's bank accounts. When the client opens a new account in the bank, the SMS banking service will be provided in accordance with the terms of this Agreement. In this case, no new agreement will be signed between the Bank and the Client and the terms of this Agreement will apply to the new account.

13.2.6. The Client agrees and authorizes the Bank to provide the necessary information (including the Client's personal data) for the purposes of providing SMS Banking services, to the telecommunication (mobile) operator(s) contracted with the Bank, who in turn undertake to protect the privacy of the information provided by the Bank.

13.2.7. Responsibility for the results of transactions/information provided by the Bank through SMS banking lies with the Client.

## **13.4. Payment of service fee; Suspension/termination of service**

13.4.1. SMS Banking fee is determined by the rates, which are posted on the official website of the Bank ([www.basisbank.ge](http://www.basisbank.ge)), and payment is made on a monthly basis, no later than 5th (fifth) day of the following calendar month of each reporting month (in addition, the fee will be paid in full for incomplete reporting month). If the Client uses the Bank's service package, which also includes SMS banking services, the Client pays only a fixed fee for the use of the relevant service package.

13.4.2. The Client is obliged to have sufficient relevant cash balance to pay the commission on their account(s) by the 5th (five) day of the following calendar month of the reporting month.

13.4.3. The Bank is authorized to apply the amount to the customer's account(s) in the following order: first the commission will be paid, and then the requested transaction will be performed.

13.4.4. If, by the end of the following calendar month of the reporting month, it is impossible to fully write off the SMS banking fee from the customer's account(s), the fee will be charged and the SMS banking service will be suspended; If the debt is fully repaid within 5 calendar days after the suspension, the relevant service will be restored automatically; After the expiration of the said term, the service provided for in this Article shall be terminated.

13.4.5. The service can be suspended on the basis of a notification received from the Client about the change of telephone number, loss of mobile phone and/or SIM card by the Client; if the suspended service is not resumed by the end of the reporting month, the commission will be terminated from the following month.

### **13.5. Rights and Obligations of the Parties**

#### **13.5.1. The Client is obliged to:**

13.5.1.1. Send a short text message to the number specified by the Bank, in the format specified by the Bank;

13.5.1.2. Not allow their mobile phone and/or SIM card to be placed at the disposal of a third party;

13.5.1.3. In case of change and/or loss of a mobile phone, SIM card and/or number, immediately notify the Bank by phone (at +99532 2 922 922), in writing, through the Bank's remote service channel (Internet Banking, Mobile Banking).

13.5.1.4. Have sufficient amount of service fee on the account(s).

#### **13.5.2. The Client is entitled to:**

13.5.2.1. At any time, request the Bank to stop sending short text messages with advertising content (containing goods and/or services). To record this request, the Client must perform one of the following actions: visit the bank service center, call the call center or send a message to the Bank via the Bank's remote service channel (Internet Banking, Mobile Banking) from the designated personal settings page.

#### **13.5.3. The Bank is obliged to:**

13.5.3.1. Based on the Client notification of change of telephone number, loss of mobile phone and/or SIM card by verbal (telephone), written notice or Bank's remote service channel (Internet Banking, Mobile Banking) communication to ensure the suspension of SMS banking services, until the Bank receives the application of the client requesting to restore the service. In case of submission of a verbal (telephone) application to the Bank by the Client, the Client shall be identified in accordance with the procedures established by Article 14 of this Agreement, through pre-selected questions by the Bank and/or in any other form specified by the Bank.

13.5.3.2. No later than 10 (ten) working days after receiving the Client's request mentioned in paragraph 13.5.2.1 of the Agreement, stop sending short text messages with advertising content (containing goods and/or services) to the Client.

#### **13.5.4. The Bank is entitled to:**

13.5.4.1. Not perform the Client's task in case of lack of sufficient funds in the client's account and/or in case an incorrect message (inconsistent with the terms of this Agreement or information disseminated by the Bank) is sent to the Bank or if the Client owes money to the Bank;

13.5.4.2. Send short text messages of advertising (including various banking product(s) and/or service offer(s)) and informative content to the Client;

13.5.4.3. Offer credit to the client by short text message (loan, overdraft, credit limit and/or other credit product, as well as increase of the current credit limit).

13.5.4.4. Send a short text message to the Client about the loan amount (loan, overdraft, credit limit and/or other credit product), repayment date, and debt and/or planned transfer. However, the Client understands that the Bank is not obliged to send such a message to the Client and in any case, regardless of whether or not they receive the Bank notification, the Client is obliged to repay the loan on time (loan, overdraft, credit limit and/or other credit product) and pay other fees (Interest, penalty, commission, etc.).

13.5.4.5. Send any type of short text message (both paid and free) to the Client. In case the Client does not use the paid short text message service, the Client does not pay for the short text message sent at the initiative of the Bank. The Bank is not responsible for the fee set for the SMS by the mobile operator.

13.5.4.6. Suspend or terminate SMS banking services without prior notice to the Client in the cases provided for in this Agreement.

13.5.4.7. Close the current account and/or open the second and additional account(s) on the basis of the SMS confirmation of the transaction/service mentioned by the Client, which has the legal force equivalent to a written document, printed on paper, confirmed by the Client's signature.

13.6. The parties hereby agree that the implementation of SMS code transactions sent by the Client to the telephone number registered in the Bank and confirmation of various bank (including credit) product(s)/services offered by the Bank/requested by the Client via SMS code and/or electronic link sent by the Bank to the Client via telephone or email, has the same legal force as a written document, printed on paper and confirmed by the Client. Therefore, the issue of stating the Client's confirmation of the execution of relevant transactions and/or receipt of services through SMS banking cannot become a precondition for a dispute between the parties.

13.7. After the transaction confirmed by the Client via an SMS code and/or a link provided by the Bank is completed, the Client has the right to request the Bank to provide them with a copy of the information printed on paper (payment order) reflecting the completion of the transaction by the Bank.

**13.8. The Bank is not responsible for:**

13.8.1. For the consequences of the execution of the transaction on the client's accounts in case they are subject to restrictions (collection, seizure, etc.);

13.8.2. For the consequences of the Client's failure to meet terms/obligations stipulated under paragraph 13.5.1, including (but not limited to) transactions completed/information provided.

13.8.3. For delays of SMS banking service caused by mobile operator(s).

13.8.4. The consequence/damage caused by the failure to receive an SMS on the transactions made on the account.

13.9. The maximum liability of the Bank to the Client based on the services provided for in this Article, shall be determined as the total amount of the cost of the services paid by the Client for the services provided for in this Article during the current calendar year.

## **14. Telephone and video service**

### **14.1. Description of telephone service**

14.1.1. Telephone banking service represent ability for the Client without his presence to the Bank by means of using telephone connection to:

14.1.1.1. receive banking information;

14.1.1.2. carry out various banking operations within the defined limits in compliance with rules in force in the Bank;

14.1.1.3. record the desire (submission of the Application to the Bank) to receive and / or cancel various banking products

14.1.1.4. Submitting the application about returning the sum withheld by ATM.

14.1.2. 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 14.3.1. of present Agreement and in form provided for under the relevant sub paragraph thereupon.

14.1.3. The right to use the telephone service arises from the Client immediately upon opening an account. Along with this, when the Client opens each new Account, the terms of this Contract will apply to the new Account.

register for various banking services and to make amendments to the registered data;

14.1.4. The Bank is entitled to suspend or terminate service of telephone banking to the Client without his prior notification within the cases provided by present Agreement

### **14.2. Identification of Client during the telephone service.**

14.2.1. 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

14.2.2. The Bank is entitled to set additional, requirements for the purpose of Client identification in case of non-compliance with the requirements, the Client will not be able to use services by telephone

14.2.3. 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.

14.2.4. 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).

### **14.3. The Client is entitled:**

14.3.1. 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:

14.3.1.1. Visit to Service-Center of the Bank;

14.3.1.2. Fixing the request at call-center of Service-Center;

14.3.1.3. send notification by means of internet-banking for the relevant personal parameters page.

14.3.1.4. Fixing request by means of video banking according to rules provided for under the sub article 14.4 hereunder.



14.3.2. The Bank is obliged no later than in 10 (ten) working days upon receipt of the Client's demand as indicated in the subparagraph "14.3.1" 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.

14.3.3. Canceled service could be restored in case of submission by the Client an Application according to rules provided for under the sub articles 14.3.1.1-14.3.1.4 of present Agreement.

#### **14.4. Description of video service**

14.4.1. Video service implies the possibility of specific banking services that are available in the Bank through the specified service channel in the Bank without visiting the Bank by the Client.

14.4.2. Video banking service is carried out through an application (hereinafter referred to as "application") determined by the Bank in accordance with the terms and conditions established by the Bank

14.4.3. Prior to the provision of video banking services, the Bank shall identify the Client on the basis of criteria determined by the Bank

#### **14.5. Identification of the Client when servicing by video banking.**

14.5.1. After establishing an appropriate video connection between the Bank and the Client through the Application, the Bank shall identify the the Client in order to start providing services.

14.5.2. The Client will present to the Bank (authorized employee) a valid document, recorded in the Bank, proving his identity in such a way that it would be possible to parse / read the details of the document by video camera (for their verification), after which the process of identifying the Client continues with various parameters predetermined by the Bank (including, but not limited to, setting a security question (as a personal value, also associated with his banking products/operations).

14.5.3. The identification process is completed by the confirmation by the Client of the SMS with full accuracy (combination of numbers) sent by the Bank to the Client's number registered in the Bank. If the Client has not specified/registered a contact number with the Bank or wishes to change the already specified/registered phone number, the specified process will be carried out in accordance with the rules and conditions established by the Bank.

14.5.4. The Bank is authorized to refuse to provide the Client with video service , if the appropriate identification/verification of the identity is not possible or/and the Client does not/is not able adequately answer the question asked by the Bank or/and the Client cannot confirm the content of the SMS sent by the Bank to the Client's telephone number.

14.5.5. If the Bank doubts that it is not the Client who is trying to receive the video service, but another (third) person, the Bank is authorized to refuse to provide services and terminate connection without any justification.

14.5.6. The Bank has the right to use other additional means and procedures to identify the Client, in accordance with the rules and conditions determined by the Bank

#### **14.6. Statements, orders and consent of the Client**

14.6.1. The Client states in advance that he will be registered as user of mentioned services only upon the detailed study of such services and that the expression of registration with the rules specified under the subparagraph "14.2.1." of present Agreement as well as The will of the Client to receive video services will be considered his consent to the terms of the service, which can be obtained through the use of telephone and video services

14.6.2. The Client states his consent and empowers the Bank to:

14.6.2.1. After carrying out proper identification process provide the Client with services prescribed by relevant telephone and/or video services (operations available within the service);

14.6.2.2. any telephone/video 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/video recordings are property of the Bank.

14.7. 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.

### **15. Mobile banking service**

#### **15.1. Description of the service.**

15.1.1 Mobile banking service represent ability for the Client without his presence to the Bank by means of using software package/application installed in the mobile phone (hereinafter "software") connection to defined by the Bank:

15.1.1.1. access to the banking information;

- 15.1.1.2 register for using of various banking services and to make amendments to the registered data;
- 15.1.1.3 carry out various banking operations within the established limits
- 15.1.2. For the purposes of receiving the mobile banking service the Client shall record on his mobile phone memory special SW (hereinafter the “program”) indicated on the bank’s website and further activate it.
- 15.1.3. The mobile service is regulated under provisions of this agreement, including exceptions stipulated under this Clause.
- 15.1.4. Conditions provided in Clause 15 shall apply to all accounts of the Client with the Bank.
- 15.1.5. The Bank is entitled to suspend or terminate the mobile banking service without prior notification of Client in cases stipulated by this Clause.

## **15.2. Identification of the Client**

- 15.2.1 Client shall become registered for banking services using internet banking client’s user name and password provided in the subparagraph “9.2.1” of this Agreement.
- 15.2.2. Before transfer of his own to the third party the Client is obliged to delete the Program downloaded to the memory of his mobile phone.
- 15.2.3. In case of loss of mobile phone or disclosure of password the Client is obliged promptly inform the Bank in written form.
- 15.2.4. If the password becomes known to a third party by Client’s fault, the Bank shall be exempt from any responsibility for the resulting consequences.
- 15.2.5. The Bank is obliged to suspend mobile banking service for the Client’s accounts upon receiving oral by phone), written notification, sent via internet-banking regarding the loss of code or user name and password up to receiving the new order from the Client’s side. In case of oral notification identification of Client is carried out in compliance with using of pre-selected questions set by the Bank in advance.
- 15.2.6. Upon opening of new Account by the Client the telephone banking service will be provided on the basis of conditions of present Agreement.

## **15.3. Statements, orders and agreement of the Client.**

- 15.3.1. The Client states in advance that he will be registered as user of mentioned services only upon the detailed study of such services and that the expression of registration with the user name and password specified in subparagraph “9.2.1.” of present Agreement will be considered as the Client agrees with the terms of this service.
- 15.3.2. By this Agreement, the Client declares his consent that any telephone conversation (including any of its requirement / demand for a banking information, service registration, make changes to the registered services to banking products (including credit) and / or performing operation) are recorded in the electronic database of the Bank and in case of disputes, such recordings have affirmative legal force. The telephone recordings are property of the Bank.
- 15.3.3. Within the payment of Public Utilities via mobile banking the Client is obliged to follow subscriber’s number format, otherwise the Bank is entitled to cancel the transaction and send back the transferred amount to the Client’s Account.

## **16. Main conditions of credit relations/agreement**

- 16.1. On the basis of present Agreement the Client is entitled to use the consumer (referred to as “**the Loan**”) loan.
- 16.2. in order to receive the Loan the Client must submit to the Bank the application product (it is allowed to submit application via electronic means of communication- internet banking, mobile-banking) or agree with the bank’s offer (it is allowed to agree by means of electronic communication- internet banking, mobile-banking). The Bank shall consider the application of the Client and shall decide whether to approve or deny the request for issuing the Loan (the Bank is not obliged to comment on the reasons of denial).
- 16.3. After receiving the Loan the Client (Borrower) is obliged to repay it and pay the interest fee in compliance with conditions agreed with the Bank. Accrual of interest is carried out on daily basis, however the quality of days is defined by 30 (thirty) days per month. Accrual of interest rate to Loan begins from the day of its placing on Client’s Account.
- 16.4. Financial obligations of the Client are performed by way of the funds accumulated on his Account(s)
- 16.5. If the Client has no current account at the Bank, application on Loan issuance shall at the same time be deemed as application for opening current account and prior the loan issuance the Bank will open current Account to the Client.

16.6. The amount that is given to the Bank by the Client or is available on the Client's Account shall be used to pay off insurance premium first (if such exists), then the surcharge for delays (if such exist), the interest and finally, repayment of principle amount.

16.7. In case of presence of more than one current debt of the Client (Borrower) in the bank, when the amount placed in the Client's (Borrower's) bank account is not enough to fully fulfill more than one due/overdue obligation, the Client (Borrower) is entitled, based on a written application submitted to JSC "Basisbank" service center, to determine the order of fulfillment of the obligations. In the absence of the Client's (Borrower's) such application (order), the repayment of the obligations arising from the relevant credit agreement(s) will be carried out in the following order: first, overdue unsecured obligations, then overdue secured obligations, then due unsecured obligations, and finally due secured obligations; In addition, repayment of obligations of the same category is carried out by decreasing the balance of the principal amount of the obligation at the time of repayment, from the largest to the smallest.

16.8. in the case of non-payment of the monthly amount on time the Client is obliged to pay to the Bank penalty for overdue payment, whether in fixed amount or on daily basis, and amount of penalty shall be determined in accordance with tariffs set at the Bank at the time of the delay.

16.9 Penalty shall not apply to the loan, if the date of depositing the amount (payment) coincide with the non-banking day. If such occurs the Client will be liable to deposit the payable amount (to pay) on the relevant account on the next banking day.

16.10. If the Client does not cover the credit obtained through used loan, accrued interest, fines (if any), insurance premium within the term agreed with the Bank or fails to pay on time any commission determined by the Bank, the Bank is entitled to:

16.10.1 satisfy its claim by realization any of the Client's assets;

16.10.2 request the Client at any time to enter into a mortgage or pledge agreement with the Bank in order to secure the payment of liabilities incurred indebtedness (in such case the Client is obliged to execute the relevant agreement in no later than 5 (five) working days from the request. Subject to the agreement the Client shall mortgage or pledge the property subject to transfer of title thereupon to the Bank, which shall not have a value less than aggregate amount of used loan, accrued interest and fines and shall provide the registrations of the bank's rights at the public registry. Expenses for execution of the agreement(s) and registrations of relevant rights shall be borne by the Client);

16.10.3 Require to be transferred the object of mortgage and/or pledge and after such transfer, assign the object of mortgage and/or pledge through direct sale or in any other manner prescribed by the Civil Code of Georgia, and after payment of all the costs related to sale, use the obtained amount for disbursement of funds under the loan. If the funds obtained from the sale of the object of pledge cannot fully pay the borrower's indebtedness, the Bank may apply execution upon any Client's property (Client's any item and intangible property);

16.11. In the case of non-payment of monthly payments, accrued interest, fines or insurance premiums on time by the Client or the presence of other significant grounds the Bank shall have the right to terminate unilaterally the credit agreement and request the Client payment of all outstanding loans including associated payables (interests, fines, etc.).

16.12. Advanced payment of loan installment (including complete or partly repayment of loan volume in advance or it's refinancing) considered by scheduled date is possible only 10 (ten) days prior to scheduled date upon sending written notification to the Bank.

16.13. In case of prepayment of the loan part the Bank shall be authorized to automatically change the schedule (draft a new schedule) and in such case the Client will be obliged to pay off the loan according to the new schedule. If the schedule is not changed by the Bank the Client shall be obliged to continue paying off the loan as per existing schedule regardless the prepayments already made.

16.14. In case of submission of application on advance payment, the Client shall be under obligation to further supply the Bank with all necessary information/documents directly or indirectly proving with the ability to determine the fact of refinancing or absence of such fact.

16.15. If the agreement provides for refinancing fees and the Bank suspects the fact of a possible refinancing, the Bank will be entitled to request at any time from the Client the delivery of any kind of information/documents within no later than 2 (two) banking days from the date of the request.

16.16. Refinancing of the credit shall mean advance repayment of the credit at JSC "BasisBank" carried out directly and/or indirectly, personally and/or through other person(s) by way of the funds obtained directly and/or indirectly,

personally and/or through other person(s) from any other financial institution (commercial bank, microfinance organization, credit union and/or other entities).

**16.17. The parties hereby agree on the following:**

16.17.1. The Bank is not obliged to prove the fact of refinancing and shall have the right to make decision on imposition of the refinancing fee and/or relevant commission to the Client on the basis of information obtained from any kind of source. The client is liable for the proof the fact of absence of refinancing;

16.17.2. The fees and/or commissions on refinancing or advance payment shall be determined on conditions agreed with the Client;

16.17.3. If the Client proves the absence of refinancing through the court, the Bank is obliged to reimburse to the Client solely the commissions and/or fees deducted without acceptance from the Client. The Client hereby waives the right of claim in connection with the damage cause by the Bank's actions (in breach of the Bank's obligations hereunder).

16.18. If the Bank request submission of an insurance policy in connection with the use of a loan, the Client is obliged to:

16.18.1. execute an insurance agreement with any entity acceptable to the Bank in accordance with the pre-determined conditions and tariffs of such provider;

16.18.2. carry out the insurance in accordance with the requirements of the Bank;

16.18.3. specify the Bank as a sole beneficiary in the insurance policy.

16.19. On case of material deterioration of the terms of insurance or increase of insurance fees the Client is entitled to request the Bank in writing for cancellation of the mandatory insurance requirement taking in consideration its credit rules and policies.

16.20. The Client hereby consents the right of the Bank to deduct from any account of the Client the insurance monthly premium in for the benefit of insurer (insurance company). If the liability is fixed in currency different from the National Currency the equivalent is calculation in accordance with current commercial exchange rate.

16.21. The Client empowers the Bank with an unconditional right to provide the Guarantor(s) and/or the pledger/mortgagor securing the financial liabilities of the Client without his prior consent hereunder with the information on the Client's liabilities with the Bank secured by the guarantee and/or pledged/mortgaged property of such person to whom the information is submitted.

16.22. the Bank is entitled in accordance with the agreement concluded with Credit Bureau (referred to as the "Bureau") to the following,

16.22.1. to provide the Bureau with the negative and/or positive information with regard to the Client based on what the Client is recorded in the database of the Bureau;

16.22.2. to acquaint with the information recorded at the Bureau database on the client (including Client's credit history)

16.23. For the purpose of decision with regard to the issuance of Client loan and/or performing the liabilities of the Client towards the Bank (including repayment of the loan), the Bank is entitled to request and obtain any kind of private information on the Client through the third person(s) and administrative entities.

16.24. If the Client violates any commitment under the Agreement concluded with the Bank, or if it is necessary to protect business reputation of the Bank and/or its legal interests, the Bank shall be entitled to submit to the court/arbitration/National Bureau of Enforcement the information about the client and/or use it like any document signed by the Client.

16.25. Bank is entitled to:

16.25.1 Write off the amounts from any account of the Client at any time without his subsequent consent (without acceptance) for the purpose of fulfillment of any obligation towards the Bank and after arising of such an obligation. If the liability is fixed in currency different from the National Currency the equivalent is calculation in accordance with current commercial exchange rate.

16.25.2 Transfer service fees payable to the National Agency of Civil Registry, Service Agency of the MIA and/or other administrative bodies and/or other fees related to loan issuance (including insurance premium) from any account of the client to the account of the corresponding person without client's subsequent approval (without acceptance);

16.25.3 Pursuant to this Agreement, in case of fourteen (14) days overdue of the scheduled payments of the credit product(s) received / receivable by a Client under this Agreement, the Bank shall send this information to the persons (family members , referees and so on) indicated by the client in the credit application, as well as to those individuals who have any kind of ( direct or indirect) connection to the Client, upon prior consent of the Client.

## **17. Conditions of termination of credit relations/agreement**

17.1. Bank is entitled to terminate its relations with the Client and/or the validity of any, several or all additional agreements and/or require the Client to refund the principle amount, interest and surcharge (if such exists) in case if any of following circumstances are taking place:

17.1.1 Client breaks any obligation either under present Agreement, any additional contract signed on the basis of this agreement or any document signed with the Bank;

17.1.2 Client violates payment commitments under the schedule attached to any additional agreement signed on the basis of this agreement;

17.1.3 Any prerequisite, additional condition and/or the request of the Bank made to the Client is not fulfilled (violated);

17.1.4 Client violates the purpose of the loan;

17.1.5 Capital of the Client reduces significantly;

17.1.6. Significant changes take place in the property of the Client without prior written consent of the Bank;

17.1.7. If there is a significant deterioration of the property or/and financial situation of the Client, or his Guarantor or any party of any contract signed for securing present Agreement or there is a risk of occurrence of such circumstances.

17.1.8 . Any party to the contract signed for securing this agreement, or its successor, violates any provision of the corresponding agreement;

17.1.9. Collateral(s) of this agreement are destroyed, damaged and/or depreciated for which the bank shall not become liable;

17.1.10. Enforcement procedures are commenced against the Client

17.1.11. Any banking account or property (any item or intangible property) of the Client is arrested or any action is made towards the property of the Client to enforce the claim, decision and/or tax liabilities;

17.1.12. Any rights, obligations and/or limitations (including tax lien/mortgage, arrest, and etc.) are enacted against any property of the Client being collateral with security interest or mortgage for the purpose of securing this agreement, and/or any item and/or intangible property of the client;

17.1.13. There is a risk that the Client, or his Guarantor , or any party and/or guarantee of any contract signed for securing this agreement are announced liquidated or insolvent;

17.1.14. Any authorized entity deprives Client of any asset or its significant part, or performs nationalization of such an asset and/or if any other form of expropriation is taking place;

17.1.15. Client commits any action which aims at misleading the Bank;

17.1.16. Any application and/or information submitted to the bank by the client turns out to be significantly wrong or incorrect (untrue);

17.1.17. Any circumstances that may call into question the fulfillment of any obligation(s) of the client, his/her surety, or the party to any contract signed for securing this agreement, or timely payments by the Client;

17.2 The Client is obliged to notify the Bank immediately whenever any of the circumstances listed in the subparagraph "17.1.1-17.1.20" are taking place;

17.3 In cases described in the paragraph "17.1" of present Agreement (regardless of whether any of the circumstances listed in the paragraph "17.1" of this agreement are taking places due to Client's fault) the Client shall be obliged to return immediately (or within the period defined by the Bank) the principle amount to the Bank together with the interest accrued, surcharge (if such exists) and fulfill all financial commitments taken before the Bank;

## **18. Credit limit**

18.1. Allowing credit limit to the Card Account implies the rights to be granted to the owner of the plastic card for using of credit resources within the amount defined by the credit limit.

18.2. Cardholdersubmits the application to the Bank for the credit limit to be allowed at his card account. The application must include the maximum amount of required credit limit; currency of the limit and the term within which the Cardholderis ready to repay the credit limit; annual interest rate (as per the rates established by the bank), and other information.

18.3. Upon receipt of application from the Cardholderthe Bank shall study the possibility of allowing the credit limit and in case the positive decision is made the Bank authorizes the Cardholderto use the credit limit allowed at his

card account as per the conditions set by the Bank, about which the Cardholders shall be properly notified through any forms provided by present Agreement.

18.4. Cardholders shall be obliged to pay service fee to the Bank for using the credit limit the annual rate of which is determined under the rates set by the Bank and fixed as of the moment of using it. Accrual of interest rate is carried out on daily basis, on amount actually used by the Borrower within the credit limit, however the quantity of days is determined as 30 (thirty) per month. The interest rate (percent) will be accrued to credit limit from the date of issuance up to the date of its complete repayment (factual payment).

18.5. From the moment of using the credit limit or any of its part the Cardholder has a commitment to pay monthly payable amount to the Bank. The monthly payable amount generally includes insurance premium, part of the used credit limit and the interest accrued on the used credit limit.

18.6. The monthly payable amount shall be paid in compliance with rule set by the Bank:

18.7. Bank is authorized to:

18.7.1 In case of a significant change of circumstances, due to which the Bank decided to allow/increase the credit limit, in case of violation of obligations under this Agreement or the application on allowance/increasing of credit limit by the Card Owner, at any time without prior notice unilaterally cease/cancel action of the card or cancel/reduce/terminate the right of credit limit usage and/or through the notice to the cardholder to demand the Cardholder to return used amount (credit) together with accrued interest and penalty no later than 14 (fourteen) calendar days after receiving the notice by the Card Owner.

18.7.2. On its own initiative without prior notice to the Cardholder to allow the credit limit to the Card Owner's Card Account. On its own initiative or on the basis of Cardholder application unilaterally increase the limit already allowed to the card account or the validity of credit limit, on which the general conditions of Agreement on credit limit allowance will apply, the Cardholder declares his consent to it by signing the application on credit limit allowance/credit limit change.

18.8. Commission fee shall be paid by the Client as per the rates established by the Bank for the allowance of the credit limit on the Card Account, as well as for increasing the amount of the credit limit or receiving information related to it.

## **19. Insurance**

19.1. In accordance with the Law of Georgia "On the Deposit Insurance System", from January 1, 2024, the amount in the deposit/account of all depositors, regardless of the number of deposits/accounts, is insured in each commercial bank and micro bank and will be reimbursed by the Deposit Insurance Agency within the limit of 30,000 GEL. The amount in all accounts of all depositors in commercial banks and micro banks is automatically insured without additional charge. For more information, please, visit the website of the Deposit Insurance Agency: [www.diagency.ge](http://www.diagency.ge).