

Essence of Agreement

Agreement on money-box Deposit #-----

Other contractual info

- Term of Deposit: 3 (three) months, from the next day of netting minimal deposit amount on Deposit Account.
- Extension of Deposit term: if Depositor does not fix demand for withdrawal/transfer upon expiration of Deposit term, thus Deposit is automatically extended for 3 (three) months Except for such cases when the extension of the deposit is excluded by the legislation of Georgia. The extension of the term of the deposit in this manner is carried out every time after the expiration of the next three-month period
 - Penalty for termination of Deposit before the term: in amount of interest rate accrued to Deposit for 3 (three) months period;
 - The Bank is authorized to make changes (amendments) to this agreement unilaterally, at any time, by sending notification to Depositor 30 (thirty) calendar days in advance before the changes enter into force, which is implemented as follows: letter, email, internet-banking, bank0client, mobile banking, by phone, short text message.
 - The Bank is not obliged to inform Depositor on changes (amendments) if such ones don't make negative affect to the status of Depositor and enter them into force upon placement of changes on official web-page www.basisbank.ge and/or at Service Center of the Bank;
 - If the Bank makes changes in terms hereunder in favour of Depositor, the Bank is not obliged to inform Depositor on such changes;
 - Depositor is entitled to submit his claim at any of Service Center of Bank orally or in standard written form or electronically. Max. period for the claim consideration is 30 (thirty) calendar days from the day of receiving by the Bank properly drawn up claim in written.
 - Present introduction represents integral part of "Agreement on Growing future deposit".
- Familiarize with useful information for customers on web-page of Naciona Bank of Georgia – www.nbg.gov.ge/cp and hot-line 832 2 406 406.

Agreement
(regarding money-box Deposit)

Clause 1. Subject of the Agreement.

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

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

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

Clause 2. Term and conditions of deposit

2.1.1. The Deposit is opened for a period of 3 (three) months, the deposit enters into force from the day following of placement to the Deposit Account of minimum balance required for this type of deposit (money-box Deposit)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause 3. Rights-obligations of the parties

3.1. Customer has a right:

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

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

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

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

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

3.3. Bank is obliged:

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

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

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

3.4. Bank has a right:

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

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

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

Clause 4. Special provisions

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

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

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

Clause 5. Agreement term and other conditions

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

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

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

5.4. Any notification must be implement in written or in other form, provided hereunder. Written notification should be sent to the last known for the sender's address of other party. Bank can use for notification other communication facilities: email, internet-banking, bank-client, mobile-banking, phone call, short text message, fax.

5.5. Parties undertake to solve any possible disputes and disagreements arising from this Agreement by means of negotiations. Should the parties fail to reach agreement through negotiations the dispute between the parties will be considered by the the City Court of Tbilisi according to the current legislation of Georgia. By present Agreement the

parties agree that the Bank is authorized in accordance with the Civil Code Article 268 Part One prima, in connection with a dispute could arising out of this contract, the decision taken by the first instance court (including court order for payment) bring immediately into force.

5.6. Parties agree that saved information provided at internet web-site and/or in data base (computer programs) of the Bank information prepared by the Bank as electronic copies and printed versions attested by Director or authorized representative of the Bank have the power for the reasons of approvement of evidence/absemce of facts related to the present Agreement.

5.7. Bank is authorized to make changes (amendments) to this agreement unilaterally, notification of Customer on changes is performed not less than 30 (thirty) calendar days in advance before the changes enter into force by means of one of following: email, internet-banking, bank-client, mobile-banking, phone call, short text message. The Customer is entitled before expiration of 30 (thirty) calendar days upon receiving of notification to terminate present Agreement by written notification send to the Bank.

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

5.9. The parties agree that bank is not obliged to inform Depositor on changes (amendments) if such ones don't make negative affect to the status of Customer and enter them into force upon placement of changes on official web-page.

5.10. Application submitted by Customer is integral part of present Agreement.

5.11. The matters not provided hereunder shall be governed by the applicable laws of Georgia.