

Agreement on banking services provided to natural person

1. Subject of the Agreement

1.1. Bank opens for the Client Account(s), manage his banking operations and provides banking services, according to the terms and conditions stipulated herein.

1.2. For receiving services stipulated hereunder the Client shall submit to the Bank appropriate written application (or with other form provided provided in this Agreement) wherewith it will simultaneously confirm the full awareness of all the terms and conditions of this Agreement thereby acceding to this Agreement. 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 the Client's application and 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) in case if the client has already opened the account in the bank. 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. Entering and transfer of funds on the Account

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

2.2. If during the transfers from other Bank the identification data of Client stated in an incoming order of other bank 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.

2.3. If the Bank transfers funds incorrectly to the Client's account, the Client shall immediately inform the Bank and return the funds to the Bank after receipt of information on such transfer, otherwise the Client shall be held accountable in accordance with present Agreement and relevant legislation.

2.4. The Bank ensures reflection of deposited and/or transferred amounts on the Client's account, transfer of amounts from the Client's account or reflection of the cash deposits made by the Client on the recipient's accounts, within three (3) working days.

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).

3.3. cancellation of banking order issued by the Client to the Bank can be performed upon agreement with the Bank and only if such order has not been fulfilled yet and it's cancellation does not contradict to the existing Georgian legislation or the nature of the obligation towards which it has been issued.

3.4. The bank is entitled to refuse fulfillment of Client's order and inform the Client by any form if:

3.4.1. completely identify of the Client is impossible;

3.4.2. the order is composed or issued in breach of the rules set by the Bank or contains inaccurate information (instructions);

3.4.3. the amount indicated in the order exceeds the actual funds available on the account or the limits established by the Bank;

3.4.4. the Bank suspects attempting of performing illegal transactions.

4. Rates for banking service

4.1. Financial relations between the Client and the Bank are subject to the Bank rates and Agreements concluded between the Client and the Bank, related to plastic cards, as well as by rates of relevant payment system for plastic cards. The Client shall pay to the Bank respective amount (service fee) for account management, operations effected from such an account and performing services stipulated hereunder in accordance with current rates or fees set by the Bank.

4.2. Upon cancellation of any of the services stipulated hereunder the service fees (commissions) already paid by the Client to the Bank shall not be refunded.

4.3. Service rates are available on official web-page of the Bank: www.basisbank.ge

4.4. The Bank is entitled to make changes (additions) at any time unilaterally in service fee/rates. Bank shall notify the Client on above mentioned in compliance with regulations provided by items "8.5", "8.6" and "8.7".

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. Client is obliged immediately inform the Bank on any changes in his taxpayers/entrepreneurship status, identification and contact data or any other changes of his business activity in written, by internet-banking or phone code by connection with call center of the Bank (on the following number: +995 32 2 922 922) ;

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 national 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).

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 arised 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.

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 6 (six) month 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 of present Agreement through 14 (fourteen) calendar days advance placement of relevant changes (amendments) on the official web-page of the bank at www.basisbank.ge or/and at the premises of the bank's branches and service centers.

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 shall have the right to make amendments to present Agreement immediately upon placement hereof on the web-page in case such an amendment does not worsen the Client’s condition.

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 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. Invalidation/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 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.

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):

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.

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 Clientt 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 it's 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 45 (fourty five) 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) 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. The Client is entitled to:

- 10.1.6.1. receive information on scheduled transactions carried out on his Accounts;
- 10.1.6.2. make relevant amendments to the data provided in the initial application on registration for scheduled transfer services;
- 10.1.6.3. discontinue using of scheduled transfer services.

10.1.7. Bank is obliged to:

- 10.1.7.1. provide the Client with scheduled transfers in accordance with conditions set by the Bank;

10.1.8. The Bank is entitled to:

- 10.1.8.1. refuse carrying out of scheduled transfer (settlement) in the event of insufficient funds on the Client's accounts;
- 10.1.8.2. 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;
- 10.1.8.3. 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;
- 10.1.8.4. 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. Plastic card

12.1. Description of the Service

12.1.1. Service of plastic card implies performance of banking operation through the plastic card "VISA/VISA Electron," or "MasterCard/Maestro" or Union Pay (referred to as "the Card") issued by the Bank, except for business card, by the Client (referred to as the "Account Owner") or any person notified by him in a written form (referred to as the "Card Owner").

12.2. Card Account

12.2.1. Banks opens an Account (referred to as "Card Account") to the Account Owner (Client) on the basis of Client's written application and prepare the card(s) and Account Owner undertake the liabilities to follow conditions stipulated by present Agreement for using Card Account.

12.2.2. Upon opening the Card Account only one currency specified in application by the Owner is active for the Card Account, this currency is main currency of Card Account. For activation of other currency (s) the Owner has to submit application in compliance with set rules. Activation of appropriate currency for Card Account is implemented in accordance with Bank regulations.

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 Owner is entitled to dispose money amount available on his Card Account, less the minimum balance and fees for using the card. In case of overspending the commission fee for excess will be deducted from initial sum.

12.3.3. Account Owner is entitled to dispose money amount transferred to his Card Account by non-banking rules (based on information received from International Card System regarding the transfer to Card Account) within the specific period after the amount transfer, but not exceed 45 (forty five) days, based on decision made by the Bank.

12.3.4. Using of Card Account can be restricted by the Bank by setting appropriate daily or other limits.

12.3.5. If a particular banking product or / and the Agreement concluded between the Client and the Bank provides issuing of multiple cards for one Card Account, then upon consent of the Account Holder is allowed to issue both basic and additional cards.

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

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

12.3.8. Blocking of appropriate amount of transactions carried out by the card is performed online, and implementation (settlement) –upon the specified period (2-180 days), in compliance with appropriate regulations for plastic cards settlement systems (Visa International, Mastercard Worldwide, Union Pay International etc.) Duration depends on the purpose of transaction, however the blocking could be removed before the term. While performing transaction by means of remote system, writing off the amount of money from the Account is done on the day of transaction implementation.

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

12.3.10. If payment is made through the card in currency different from the main currency of the card account, then the amount will be converted to the main currency of the card and written off. Conversion is performed on the day of carrying out the transaction under the rate set by the Bank as of the day of such payment, and under the rates set by "VISA" or "MasterCard" in case of conversion outside the bank's network. If during the international transaction the payment is made through the card in currency different from the main currency of the card account in additional currency (s) to the amount of transaction will be charged with commission for international transaction set by appropriate plastic card payment system (Visa International, MasterCard Worldwide, Union Pay International etc.) . A possibly unauthorized debt carried on the card account in the different currencies will be covered at the end of each working day respectively to priority of currencies.

12.3.11. If no provided otherwise the Client is obliged to pay to the bank service charge for the first year upon issuing of the card and the next year service charge shall be paid after the 1 (one) year from the date of card issuance. In case of available balance on Card Account the next year service charge will be written off from the Card Account automatically.

12.3.12. If the Account or Card Owner do not submit to the Bank the written application for extension of card validity 1 (one) week prior to the date of card's expiry in case of available sufficient money amount (commission for card issuance, annual service charge, min balance) on Account, the term of debit card is extended automatically on the last month before the card expiry, within the conditions provided by Agreement concluded with Account Owner without conclusion of new Agreement except in cases when the Bank is unable to communicate with Account Owner within regulations and conditions stipulated by present Agreement.

12.3.13. In order to update the credit card is required written application of Account Owner, if not otherwise provided by the Bank.

12.3.14. In case of collection order or arrest placed on any of the accounts of the Client/Card Owner, the credit limit and/or overdraft allowed at the Client's/Card Owner'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.

12.3.15. Validity of the sub-paragraph "12.3.14" 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.

12.3.16. In case when Account Owner (client) and the Card Owner is not the same person, then, with respect to the additional card:

12.3.16.1. Account Owner (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;

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

12.3.16.3. Account Owner (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 from Account Owner. In such cases, positive balance and min balance available on Card Account will be refunded to the Account Owner within no later than 30 (thirty) days from the date of transfer of all cards to the Bank 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 Owner is responsible for any transaction reflected on Account.

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

12.4.1.3. In cases provided by present Agreement and/or current legislation.

12.5. Min balance and unsanctioned overdraft.

12.5.1. Minimum balance is the amount, which is blocked at the Card Account is defined by the "Service rates of appropriate settlement systems for plastic cards".

12.5.2. Non-sanctioned overdraft is the negative balance (indebtedness) generated at the Card Account without the Bank approval (permission), in case the non-sanctioned overdraft is generated, Account Owner is obliged to immediately fill in the sum up the amount of the minimum balance within the 2 (two) banking days upon receiving notification.

12.5.3. Account Owner has to pay to the Bank the annual interest rate for using non-sanctioned overdraft, the annual rate (percentage) of which is determined under "Service rates of appropriate settlement systems for plastic cards". 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 repayment payment.

12.5.4. If taking place crediting of Card Account by the Bank by mistake without the intention of issuing overdraft to Account Owner (credited by mistake), Account Owner is obliged to return the amount to the Bank within the 3 (three) days after receiving information on mistaken overdraft. Otherwise the Account Owner is subject to penalty in amount of 0.05% (zero point five hundredth per cent) of sum credited and used by mistake.

12.5.5. Bank is entitled to write off appropriate money amounts without acceptance from the other Accounts of Account Owner in the Bank and utilize them to repay debts, existing in relations to the Bank.

12.6. Procedures related to card

12.6.1. Cards "VISA /Visa Electron, "MasterCard/Maestro" 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 appropriate signed written application, and to enter/ credit to appropriate bank account irreducible balance and fee for card issuing and annual commission rate according the rates set by the Bank.

12.6.2.2. Bank will prepare and issue the card for the Card Owner within the set time limit and attached related documentations.

12.6.2.3. If the Card Owner does not request for the card within the 3 (three) months after release the mentioned card must be destroyed, if the Bank does not provide otherwise. The cost of card production and commission on the annual interest rate will not be reimbursed the Card Owner.

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

12.6.3. Rules for the use of card.

12.3.1. Rules for using of card are subject to regulations and procedures under the "Service rates of appropriate settlement systems for plastic cards" of "VISA /Visa Electron, "MasterCard/Maestro" or "Union Pay" which represent integral part of present Agreement. Information on regulations and procedures under the "Service rates of appropriate settlement systems for plastic cards" of "VISA /Visa Electron, "MasterCard/Maestro" or "Union Pay" are provided to Card Owner within reasonable period.

12.6.3.2. Card owner is a person, in whose name the card is issued (it could be the Client or any person named by the Client). Card owner is identified through the first name, surname indicated on the surface of the card, through an engraved on card signature sample and a secret personal identification code PIN (referred to as "PIN code").

12.6.3.3. PIN code is confidential and is known for he Card owner only. In case of forgotten the PN code the Cad Owner shall apply to the Bank, pay appropriate commission and receive new card.

12.6.3.4. It is not recommended to store the PIN code and the card in one place, it is prohibited to transmit card and PIN-code to a third party, the Card Owner is responsible (financially) for any disputed transaction, the resulting loss of the card, use the PIN-code or another.

12.6.3.5. While entering PIN code with an error for three consecutive times card is automatically withheld by ATM or will be blocked. In the case of the card retention or blocking the Card Owner must apply to the Bank. The Card Owner is obliged to pay a fee for holding the card by ATM of another bank and / or the Commission for the issuance of a new card.

12.6.3.6. The Bank is obliged to consider the claim of Card Owner concerning the retention of amount by ATM of "BasisBank" within the 30 (thirty) days after the claim receiving and provide to the Card Owner document confirming the issuance of money by ATM (statement from the ATM record book and/or photo material if such exists) or satisfy the claim, to enter the amount to the account of the Card Owner's card or the transit bank account from which the Card Owner can withdraw the amount on the basis of personal ID and the card if there is a 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 from the Card Owner as part of the above rules.

12.6.3.7. The Bank is obliged to consider the claim of Card Owner concerning the retention of card by ATM of "BasisBank" within the 30 (thirty) days after the claim receiving and provide to the Card Owner document confirming the issuance of card by ATM (statement from the ATM record book and/or photo material if such exists) or satisfy the claim and transfer the card o the Card Owner on the basis of personal ID with signing of appropriated hand over protocol. In case of card of other Bank, according to agreement to Issuing-bank the card will be transferred to the card Owner or to Issuing Bank as part of the above rules.

12.6.3.8. Period for using the card is fixed up to 2 (two) years from the date of its issuance. Card validity expires after expiry of the last day of the month indicated on the card.

12.6.3.9. Within settlements by the card at the Objects the service personnel of the Object is entitled to demand ID card of Card Owner and in case of non-submitting of such, has the right to suspend the transaction for which the Bank is not responsible.

12.6.3.10. Prohibited use of the Card for illegal purposes, including for the purchase of goods or services, which are prohibited by the laws of Georgia.

12.7. Suspension of card validity.

12.7.1. Validity of the card is suspended:

12.7.1.1. if the card is lost or stolen. The Card Owner must immediately notify the Bank in a written form or by telephone (to the following number: +995 32 2 922 922) about the loss of the card and/or to inform processing center of the Bank (to the following number: +995 32 2 777 222) using appropriate coding word.

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

12.7.2. The Bank is obliged to provide suspension of the card validity (blocking) with specifying Card Owner and with the entering to the local and/or international stop-list:

12.7.2.1. 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 card Owner is not responsible for unauthorized transactions carried out with the card. Entering to the International stop-list is performed according to the sequence adopted by "Visa International", in accordance with specific region(s for a certain period.

12.7.3. The Bank is obliged to provide suspension of card validity within the set time limits based on written/oral notification of Card Owner:

12.7.3.1. to the local stop-list-within the reasonable period after the notification of employee of the Bank;

12.7.3.2. 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 Card Owner is responsible for unauthorized transaction (s) carried out with card entered in local stop-list.

12.7.5. Card owner is authorized to dispute the transaction performed through the card blocked only during entering it into international Stop-list.

12.7.6. Card Owner is obliged to pay commission for entering the card in stop-list.

12.7.7. The Card Owner has the right as desired cancel the card at any time. For this purpose he must apply to the Bank in writing, and then pay all obligations to the Bank (if any exists), to request a surplus in any of his card accounts and return the card to the Bank.

12.8. Rights and obligations of the parties

12.8.1. The Bank is obliged to upon Card Owners request provide him with complete and accurate information on transactions carried out with the card.

12.8.2. Card Owner is obliged:

12.8.2.1. The Card Owner is obliged to faithfully fulfill the obligations specified in this agreement and regulations and procedures under the "Service rates of appropriate settlement systems for plastic cards" of "VISA /Visa Electron, "MasterCard/Maestro" or "Union Pay".

12.8.2.2. The Card Owner must not allow the use of its cards by other persons;

12.8.2.3. Keep documented confirmations for every transaction within the period of 6 (six) months after the date such transaction were performed and submit them to the bank, if necessary.

12.8.2.4. Submit the written application to the Bank within 15 (fifteen) calendar days from the date when such operation (transaction) was performed in case the transactions through the card had not been recognized. Otherwise, clams to refund the money

shall not be accepted. Card Owner shall be obliged to pay additional service fee established by “Service rates of appropriate settlement systems for plastic cards” of “VISA /Visa Electron, “MasterCard/Maestro” or “Union Pay” for investigating the problem.

12.8.2.5. Refund the expenditures incurred by the Bank with respect to additional paid services under the “Service rates of appropriate settlement systems for plastic cards” of “VISA /Visa Electron, “MasterCard/Maestro” or “Union Pay” in case such services exist.

12.9. Responsibility of the parties

12.9.1. The Bank is not responsible for the non-sanctioned use of the card due to the facts caused because of the Card Owner.

12.9.2. The Bank is not responsible for disputes arising between the Card Owner and the personnel of the service object.

13. SMS banking

13.1. Description of the service

13.1.1 The SMS banking is a remote banking service, provides carry out banking operations without presence in the bank, using the mobile phone number specified in the application submitted to the Bank, at any time and any place.

13.1.1.1. Based on predefined standard content of the Short Text Messages (referred to as “SMS”) send from the mobile number sent to the appropriate number, to carry other variety of banking operations (referred to as “transactions”)in the Bank from Account(s) of Client.

13.1.1.2. Based on predefined standard content of the SMS send from the mobile number sent to the appropriate number to receive requested information (account balance, currency exchange rate etc.)

13.1.1.3. Receive information by means of SMS to appropriate mobile number concerning transactions carried out on his Account(s).

13.1.2. The Bank is authorized to change (increase, decrease) services stipulated in subparagraph “13.1.1.” of present Agreement. The Client will be notified on mentioned by SMS and/or related information will be published on web-page of the Bank.

13.2. General rules for the use of SMS banking

13.2.1. The Client receive SMS banking service upon registering as a user of mentioned service.

13.2.2. SMS banking service is performed by means of mobile number(s) (referred to as “the numbers”) specified by the Client for SMS service banking provided to specified by the Client Account(s).

13.2.3. Client is entitled to change/specify client’s number(s) and Accounts unilaterally by written application (which will be attached to the present Agreement) or by means of internet-banking.

13.2.4. The Bank and the Client acknowledges and confirms that the information received and the transactions carried out by SMS-banking have legal force identical to a paper document, certified by a person authorized to dispose of the account and information.

13.3. Conditions of receiving information and performing transaction

13.3.1. Transactions are carried out if on Client’s account(s) is available appropriate balance, however if the Client uses credit limit/overdraft - in case of insufficient balance, the transaction is carried out within the frames of set credit limit/overdraft.

13.3.2. Performing of transaction is possible as in national as well in foreign currency if not otherwise stipulated by law.

13.3.3. Responsibility for transactions performed by SMS banking/results of information provided by the Bank shall bear the Client.

13.3.4. The transaction carried out during the operational day is accepted for implementation by the Bank on the same day. The transaction carried out after the operational day is accepted for implementation by the Bank on the following day.

13.4. Payment of service fee. Service suspension/termination.

13.4.1. Payment of service commission for SMS banking is performed monthly basis for each month of the settlement no later than the 5th (five) of the following month, commission shall be paid completely even for non-complete settlement month.

13.4.2. The Client is obliged to provide sufficient money balance in accordance with the fee service on his Account(s) for the period from the 1th to the 5th of the next settlement month.

13.4.3. The Bank is entitled to dispose the balance available on Clients Account(s) with the following consequence: first will be paid the commission fee, and then will be performed required transaction.

13.4.4. if is impossible in full debit the client’s account a fee for services until the end of the month following the settlement month, accruing of commission will be terminated and SMS banking services will be suspended; if within the 5 (five) banking days from the suspension, the commission will be paid in full the appropriate service will be restored automatically; upon expiry of specified period without result, service provided by current Clause is terminated.

13.4.5. Service could be suspended in case of change and/or loss of the cell phone, SIM card and/or cell number based on notification of the Client; if suspended service is not restored up to the end of settlement month. accrual of commission from the next month is cancelled and will be continued upon restoring the service.

13.5. Rights and Obligations of the Parties

13.5.1. The Client is obliged:

13.5.1.1. to send SMS to the phone number specified by the Bank according the format set by the Bank;

13.5.1.2. not to permit disposal of his mobile phone and/or SIM card by third parties;

13.5.1.3. in case of change and/or loss of the mobile phone, SIM card promptly inform the Bank by phone(+99532 2 922 922), in written form or by internet-banking.

13.5.1.4. to have sufficient balance on his Account(s) for the service fee.

13.5.2. The Client is entitled:

13.5.2.1. At any time to demand from the Bank to cease sending of the SMS of the advertisement content (offerings products and/or service). In order to verify the indicated demand the client shall implement one of the following actions: visit the Service-center of the bank, make phone call to service-center or send notification by means of internet-banking from the relevant personal data page.

13.5.3. The Bank is obliged:

13.5.3.1. Base on Client's notification verbal (through the phone), written or through internet banking/ concerning the loss of the mobile phone and/or SIM card, to ensure suspension of SMS service until receipt of information on restore of service from the Client. In case of Client's verbal request the Client shall be identified by the way of telephone code or additional questions posed by the bank.

13.5.3.2. no later than in 10 (ten) working days upon receipt of the Client's demand as indicated in the subparagraph "13.5.2.1." of the Agreement to cease sending to the Client the SMS of the advertisement content (offerings products and/or service).

13.5.4. The Bank is authorized:

13.5.4.1. not to execute the Client's order, if there is insufficient balance in the Client's account and /or if (in violation of this Agreement, or information material distributed by the Bank) sent a notice to the bank incorrect or if the client has a debt to the Bank;

13.5.4.2. send to the Client advertising messages (offerings products and/or service) and SMS of informational content.

13.5.4.3. Offer the Client credit products (loans, overdraft, credit limit or/and other credit products). as well as increasing of current credit limit) via SMS.

13.5.4.4. send to the Client SMS concerning the credit (loans, overdraft, credit limit or/and other credit products) volume, date of repayment, about liabilities or/and carried out scheduled transfers. However the Client acknowledges that Bank is not obliged to send such type of notifications and in any case whether the Client receives such notifications or not he is obliged to repay timely the credit (loans, overdraft, credit limit or/and other credit products) and other payments (interest rate, penalty, commission etc.).

13.5.4.5. Send to a Client any type of short text messages (as paid, as well as free of charge). If the Client does not use service of paid SMS, short text messages sent by the initiative of the Bank will not be paid by the Client.

13.5.4.6. suspend or terminate service of SMS banking to the Client without prior notification within the cases provided by present Agreement.

13.6. Bank is not responsible:

13.6.1. for the consequences of transactions carried out on the Client's Account in the case of restrictions (arrest, collection, etc.) existing on the account .

13.6.2. for the consequences of non-compliance with Agreement terms/liabilities under the subparagraph "13.5.1.", including (but not limited to) on carried out transaction/issued information.

13.6.3. for impediments of SMS banking service caused due to mobile operator(s).

13.6.4. for the results/damages of non-receiving of SMS on transactions carried out on Account.

13.7. On the basis of services provided by present Clause, the limited liability of the Bank to the Client is determined by the total volume of paid services provided by this Clause within the current calendar year.

14. Telephone service

14.1. Description of the 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. have access to the banking information;

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

14.1.1.3. carry out various banking operations within the defined limits.

14.1.1.4. Changing contact information (including telephone number, email address, and etc.);

14.1.1.5. Submitting the requests (submitting of applications to the Bank) to receive/cancel different banking products (including loan).

14.1.1.6. 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 in any other form determined by the present Agreement thereupon.

14.1.3 For the purposes of obtaining telephone banking services the Client shall apply the Bank with the application as per paragraph "1.2" of present Agreement.

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

14.2. Identification of Client.

14.2.1. The Client has to register in the Bank desired code word upon specifying of which the Client is identified before providing to him telephony services. The Client must name the telephone code word each time upon providing him with a telephone service.

14.2.2. The Bank is entitled to use additional questions for the purpose of Client identification.

14.2.3. The Bank is obliged to keep confidentiality of code word provided to the Client and refuse to provide phone service to the person who is not able to specify the code word.

14.2.4. If the Bank has doubts (including result received after additional questions) that receiving information or carrying out transaction is trying the person who is not a Client but is a third person, in such case Bank is entitled to refuse provide telephone service.

14.2.5. In case if the Client specifies wrong code word three consecutive times during the phone conversation telephone banking service is suspended. Telephone banking service will be restored after the Bank will communicate with Client by itself and will carry out identification of the Client in compliance with rules set by the Bank, by code word or by means of addition questions.

14.2.6. If the code becomes known to a third party by Client's fault, the Bank shall be exempt from any responsibility for the resulting consequences

14.2.7. In case of loss or disclosure of telephone code the Client is obliged promptly inform the Bank in written form or by means of other remote service facilities.

14.2.8. The Bank is obliged to suspend telephone banking service for the Client's accounts upon receiving information notification on code loss 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 rules set by the Bank by telephone code or by means of additional questions.

14.2.9. Upon opening of new Account by the Client the telephone banking service will be provided on the basis of current code word. In such case no new Agreement will be concluded and new Accounts will be subject to conditions of present Agreement.

14.2.10. The Client can register as the user of electronic services offered at the moment of registration with the code, specified in subparagraph "14.2.1." of present Agreement.

14.2.11. The Bank is entitled to use questions (as personal as well related to the his products/operations) defined by the Bank for the Client's identification instead of using code word for the purpose of completeness-updating of registered client's data (including contact info)

14.3. Statements, orders and agreement of the Client

14.3.1. 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 code specified in subparagraph "14.2.1." of present Agreement will be considered as the Client agrees with the terms of this service.

14.3.2. The Client orders and empowers the Bank upon telephone connection with the Bank after the related identification procedure completion to:

14.3.2.1. provide him with information concerning his Accounts;

14.3.2.2. carry out operations permitted within the frames of telephone banking service;

14.3.3. 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.

14.3.4. The Bank is authorized to make telephone call to the Client on the number, fixed by the Client for the purpose of providing service or/and offering or registration of product(s).

14.3.5. The Client is entitled:

14.3.5.1. any time to request termination of phone calls for the purpose of providing service or/and offering or registration of product(s). For fixing of above-mentioned request the Client shall carry out one of the following:

14.3.5.1.1. Visit to Service-Center of the Bank;

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

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

14.3.6. The Bank is liable no later than in 10 (ten) working days upon receipt of the Client's demand as indicated in the subparagraph "14.3.5" of the Agreement to terminate implementation of the telephone calls to the Client with the purpose of providing service or/and offering or registration of product(s).

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 rules set by the Bank by telephone code or by means of additional questions.

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. The Client authorizes the Bank on the following:

16.7.1. Change the rule given in the paragraph "16. 6" of present Agreement;

16.7.2. Bank shall determine the implementation sequence (priority) of Client's obligations at its own discretion, namely the Bank can unilaterally decide on what sum (amount) and which indebtedness is to be paid off by the Client from the amount(s) given to the Bank or the amount(s) placed on Client's account(s), meaning that the Client will empower the Bank with authority to determine on the client's behalf the sequence (priority) of implementation of obligations by the Client.

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. Card owner submits 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 card owner is 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 Card Owner the Bank shall study the possibility of allowing the credit limit and in case the positive decision is made the Bank authorizes the Card Owner to use the credit limit allowed at his card account as per the conditions set by the Bank, about which the Card Owner shall be properly notified through any forms provided by present Agreement.

18.4. Card Owner 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 Card Owner 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 card owner 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 Card Owner to allow the credit limit to the Card Owner's Card Account. On its own initiative or on the basis of Card Owner 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 Card Owner 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.