

Agreement

On providing banking services to a legal entity and an organizational formation that is not a legal entity

1. Subject of the Agreement

1.1. This agreement (hereinafter "agreement") is about JSC "Basisbank" (hereinafter "Bank"; code: 203841833; Supervisory Authority: National Bank of Georgia (www.nbg.gov.ge); Banking License No.173; Address: 1, Queen Ketevan Avenue, Isani District, Tbilisi, Georgia; e-mail address: info@basisbank.ge; phone: 0322922922) providing banking services to the client legal entity and for the organizational formation that is not a legal entity (hereinafter "the client").

1.2. The bank opens an account(s) for the client, conducts its banking transactions and provides the services defined in the agreement under the terms and conditions defined by the agreement and the applicable legislation of Georgia. In order to receive all and/or any of the services described in the agreement (including opening a bank account and/or specific banking services related to the bank account), the client applies to the bank with a corresponding written application (or in another form stipulated by the agreement), with which they also confirm that they are familiar with all the details of the agreement terms and agree to them/join the agreement. All and any application specified in this clause (regardless of whether it is made in physical form or electronically) is an integral part of the agreement.

1.3. The bank reviews the client's application and, in case of a positive decision, will start providing the client with the services indicated in the application within the period determined by the bank.

1.4. Client's account(s) are opened upon submission of relevant documents required by the Bank (if so requested).

1.5. In accordance with the rules and procedures established by the bank, the account(s) can be opened both by direct identification of the client and remotely, including by application made through internet banking and/or other means of communication in accordance with the law and internal regulatory documents of the bank.

1.6. The text of this agreement is posted on the bank's official website www.bb.ge. Upon request, a signed agreement will be provided to the client.

2. Payment Transactions on Client Accounts

2.1. The bank ensures payments are made on the client's account(s) in accordance with the current legislation, this agreement and the rules established in the bank.

2.2. Funds can be placed on the client's account both in cash and non-cash.

2.3. The moment when the bank receives the order for execution is considered the time of receipt of the payment order given by the client to the bank (hereinafter "payment order" or "order") regarding the execution of the payment transaction. The payment order submitted by the client must contain the necessary details established by the law, as well as additional information requested by the bank (in case of such request).

2.4. When carrying out the payment transaction on the client's accounts, the bank is entitled to determine the payment system through which it will make the transfer at its discretion.

2.5. The client is responsible for the correctness of the payment order (information specified in it).

2.6. The payment order will be executed within the terms established by this agreement and legislation.

2.7. If the payment order is executed between the accounts opened in the bank of the client/clients, the bank will execute the payment order upon its submission to the bank in a complete form, but no later than the day of receipt of the order. If the payment is made in favor of a recipient whose provider is another bank, the payment order will be executed no later than the next banking day after it is presented to the bank in full form, unless otherwise provided by law.

2.8. The payment order must be duly signed by the client and the bank (except for electronic payment orders).

2.9. The Bank is entitled, upon receiving or executing a payment order, to require the client to submit additional information and/or documentation for the execution of the order.

2.10. Unless otherwise established by the current legislation (including the Act of the National Bank of Georgia) and/or the rules in force in the bank, if the payment order is initiated on a non-banking day, it will be considered received on the next banking day (in addition, foreign currency transfers submitted after 18:00 on a banking day, as well as transfers in national currency submitted after 5:30 p.m., will be considered received on the next banking day, unless the relevant task is performed by the bank before the end of the same banking day).

2.11. If the client's payment order envisages its execution on a specified day/days or at the end of a specified period/periods or on the day the client deposits the amount in the bank, the said agreed day is considered the moment of receipt of the order. If the agreed day is a non-working day for the bank, the next working day of the agreed day will be considered as the day of receipt of the payment order.

2.12 The Bank is entitled not to accept a payment order for execution and/or refuse to execute the order, in the presence of one or more of the following circumstances:

2.12.1 The payment order does not comply with the requirements established by law and/or the rules and procedures established by the bank (including, in the case of international transfers, the terms set by the agreement signed with the intermediary bank/payment system);

2.12.2 The task contains inaccurate information (reference);

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

- 2.12.4 The amount available in the account for the execution of the task (including the applicable commission) is not sufficient for the execution of the task;
- 2.12.5 The amount necessary for carrying out the transaction or its part is blocked (including in the case of blocking by the bank);
- 2.12.6 A legal restriction applies to the client's account(s) and/or the funds on the account(s) (including if the amount is subject to a public legal restriction);
- 2.12.7 The client has spent the overdraft limit allowed on the account, which is necessary to complete the task;
- 2.12.8 The transaction exceeds the limit set by the depositor(s) or the bank;
- 2.12.8 The bank did not receive the order according to the established procedure;
- 2.12.10 It is not possible to properly identify and verify the client and/or recipient, update identification data or obtain additional information about the recipient;
- 2.12.11 In the process of research/study of the transaction, the bank cannot be properly convinced of the economic content of the transaction requested by the client and/or the origin of the client's material funds (and/or its legality), and/or the bank suspects that there may be an illegal action;
- 2.12.12 If the bank fails to implement the measures stipulated by the law (including preventive measures, updating the client's identification data or the requirements established by the National Bank of Georgia) in a proper manner;
- 2.12.13 If the transaction directly or indirectly involves countries, regions, organizations, individuals and any other third parties sanctioned by the United Nations, the European Union, the United Kingdom or the United States of America or any other relevant governmental or regulatory body;
- 2.12.14 If the transaction intentionally or unintentionally serves or facilitates the violation/circumvention of sanctions imposed by the European Union, Great Britain or the United States of America;
- 2.12.15 If there is another defect/circumstance that makes it impossible to perform the task.
- 2.13 In case of refusal to execute the payment order, the bank notifies the client about it by sending a message to one of the contact details recorded in the bank no later than the deadline set for the execution of the payment order.
- 2.14 It is possible to cancel the order given by the client to the bank in the cases provided for by the current legislation. The bank has the right to request the client to pay the commission determined by the bank for the cancellation of the payment order, if the payment order delivered to the bank cannot be executed due to the client's reasons.
- 2.15 In the event that the identification data mentioned in the document for crediting the money to the client's account do not match the information about the client available at the bank, the bank conducts the necessary investigation to determine the recipient of the money, and in case of correction of the discrepancy between the data, it will credit the amount to the client's account, and in case of non-correction, it will return the amount to the payer, unless otherwise stipulated by the law.
- 2.16 The client is aware that the bank relies on the recipient's account number when performing a payment transaction within the country, therefore, in case of the bank's request, the client is obliged to provide the bank with accurate information. In case the client provides the bank with the recipient's account number incorrectly, the bank is not responsible for the unfulfilled/incorrectly executed payment transaction.
- 2.17. The client is obliged to immediately notify and return to the bank the amount credited mistakenly upon receiving information about the mistaken crediting of the amount to their account, otherwise the client will be liable in accordance with this agreement and legislation.
- 2.18. In the case of direct debit, the client is entitled to request a payment order no later than the end of the business day before the day agreed for the debit process, and in the case provided for in paragraph 2.11 of the agreement - no later than the business day before the agreed day. The bank is authorized to set a fee for the client to request a payment order in the cases defined by this paragraph.
- 2.19. The client is not entitled to demand any compensation from the bank for the authorized payment process initiated by or through the payee, if the client gives the bank consent to perform the payment transaction, and the information about the future payment transaction was delivered to the customer or was otherwise made available to the client by the bank or the payee at least 4 (four) weeks before the date of this payment obligation.

3. Writing off Funds from Account (?) Drawing?

- 3.1. Cash drawings from accounts by the bank are done on the basis of the client's consent, permission, order or request. Cash drawing from accounts by the bank are also possible in cases defined by legislation and/or agreement without additional consent of the client.
- 3.2. Amounts may be drawn? written off? from the client's account by the bank without the client's consent in the following cases:
- 3.2.1. To pay the service fee (commission) and/or fee in accordance with the bank's current rates;
- 3.2.2. To return the amount(s) deposited in error and/or in violation of legal requirements and/or questionable amount(s);
- 3.2.3. To settle any kind of debt or fulfill an obligation to the bank;
- 3.2.4. In other cases stipulated by the current legislation and/or the contact, agreement and/or other document concluded between the client and the bank (for example, in the presence of a collection order).
- 3.2.5. To pay/cover the insurance premium in favor of the insurer (insurance company) by the client, when the client uses the insurance related to the banking product and the said condition is agreed between the parties. The amount of the insurance premium deducted by the bank is transferred to the relevant bank account of the insurer to cover the client's due obligation.
- 3.3. In the cases specified in the paragraph 3.2 of the agreement, if the debt or liability is recorded in a currency different from the national currency, the equivalent is determined at the moment of drawing the amount at the commercial rate established by the bank.

3.4. The client acknowledges that the bank is not obliged to draw funds from the client's account(s) without the client's instructions in order to fulfill any of the Client's obligations.

4. Fee for banking services

4.1. For maintaining of account(s) in the bank, for the actions carried out from the account(s) and for all other services rendered based on this agreement, the client pays the bank the appropriate service fee (commission) based on the rates established at the time of executing the action or rendering the service.

4.2. Bank account service rates are determined in accordance with the services that the client uses in the bank. The service package (if any) implies the simultaneous use by the client of several banking services/products under the terms offered by the bank, in return for the payment of a fixed fee. The service package is activated or the service package is changed: (a) on the basis of an application submitted by the client to the bank (which is considered as the client's consent to use all banking services/products included in the service package), or (b) by a unilateral decision of the bank, which is notified to the client in the manner and form prescribed in the agreement.

4.3. In case of termination of any of the services provided by the agreement, the client will not be refunded the service fee (commission) already paid by them. This also includes cases when the bank has actually started to provide the service requested by the client, but due to the client's statement or any circumstances independent of the bank, the service was not/could not be performed.

4.4. Service rates are posted on the bank's official website <https://bb.ge/> and are an integral part of this agreement.

4.5. The bank is authorized to deduct the corresponding service fee (commission) sums from any account of the client at its discretion and apply them to cover the existing debt to the bank. If the date of fulfillment of the obligation coincides with a non-banking day, the action will be carried out on the next banking day, therefore in this case the client is obliged to pay the service fee payable by them, including payments that may be due for the next banking day.

5. Rights and Obligations of the Parties

5.1. The client is obliged to:

5.1.1. perform banking transactions in accordance with the requirements of the agreement and the applicable legislation of Georgia;

5.1.2. Upon request, provide the bank with all documents and information related to banking transactions/client, including any information/documentation requested by the bank in the process of researching the economic content of the transaction and/or to determine the origin of the client's material funds (and/or their legality);

5.1.3. comply with the terms of this agreement;

5.1.4. to pay the service fee (commission) on time;

5.1.5. At the bank's request, submit to the bank any documents necessary for the exercise of the right(s) granted to the latter by the agreement or the fulfillment of the obligations(s) assigned to the client under this agreement;

5.1.6. to fully reimburse all and any costs incurred by the bank (including sending a notification to the client) related to the conclusion, verification, registration, execution and cancellation of this agreement and the agreements signed within it and/or due to the client's violation of the obligations under this agreement.

5.2. The client has the right to:

5.2.1. give tasks to the bank to carry out actions on the account;

5.2.2. request and receive cash (both in national and foreign currency), within the limits of the account balance, in accordance with the rules established in the bank;

5.2.3. close the account and terminate the agreement at any time in accordance with the same agreement.

5.3. The bank is obliged to:

5.3.1. Upon request, to provide the client with information about the state of the account;

5.3.2. perform the client's tasks in accordance with this agreement and the law;

5.3.3. to comply with the terms of this agreement.

5.4. The bank is authorized to:

5.4.1. five working days after informing the client about the mistakenly credited amount through any channel established by the agreement, to charge the client a fine for using the mistakenly credited amount in the account in the amount of 0.5% of the mistakenly credited amount for each day of use and/or deduct the mistakenly credited amount from the client without client consent;

5.4.2. to carry out one or more of the measures listed below, if the bank fails to properly implement the measures stipulated by the law (including preventive measures, updating the client's identification data or the requirements set by the National Bank of Georgia), and/or it is known to the bank or it is probable/the bank suspects that the action performed/to be carried out on the account(s) may be related to an illegal act, and/or according to the information available in the bank, the client (for the purposes of this paragraph, the term client refers to founders, management or members of the executive/supervisory body, as well as the client's beneficial owner(s) and/or persons affiliated with them)/action/person participating in the action/vehicle related to the transportation of products/products related to the purchase/import/export of the territory of the country(ies) and/or international economic/financial sanction/sanctions are subject or may be subject to international financial/economic restrictive measures or sanctions:

5.4.2.1. to close the account(s) and/or return the amount credited to the account(s) to the sender without informing the client in advance;

5.4.2.2. delay the operation until receiving additional information and in case of non-receipt of additional information, refuse the client to perform the operation and/or return the deposited amount to the sender;

5.4.2.3. refuse the client to perform the operation or impose other restrictions;

5.4.2.4. suspend, limit and/or terminate the client's banking services provided for in this agreement, including the ability to perform operations on the account(s), the ability to perform operations through remote channels, etc. The client will be restricted from managing the account (conducting any kind of operation on the accounts and disposing of it);

5.4.2.5. to perform other measures stipulated by the legislation and this agreement.

5.5. The client is prohibited from using any of the services provided for in this agreement for illegal purposes, including the purchase of goods or services, the purchase of which is prohibited by the current legislation of Georgia.

5.6. The client declares that the information provided to the bank when filling out the application provided for in the paragraph 1.2 of this agreement is unambiguous and exhaustive. The client is obliged to immediately inform the bank in writing, by internet bank or in accordance with the procedure established by article 24 of this agreement, about any changes in identity and contact data or the type of activity, as well as about making changes and additions to the documents and information provided by them to the bank, also the change of the person(s) authorized to dispose of the account, or to receive information about the status of the account, and to attach relevant documents to the notification. Before receiving the notification about the changes and the relevant documents, the operations are performed by the bank based on the information/documents available at the bank.

6. Services via Internet Bank

6.1 The client may, considering the restrictions and prerequisites set by the bank, perform various banking operations through the remote channel - the Internet Bank. In order to activate the internet bank (to receive the service), the client must apply to the bank in accordance with paragraph 1.2 of this agreement.

6.2. Internet banking service means using the bank's website <https://www.bankonline.ge/> by the client without announcing to the bank:

6.2.1. Remotely access payment account(s) online;

6.2.2. Receiving bank information;

6.2.3. Initiating various banking transactions on both own and other persons' accounts within the limits;

6.2.4. Registration for using various banking services;

6.2.5. Registering the request for making changes and/or canceling the registered service/product;

6.2.6. Receiving various banking (including credit) products/services/filing an application (message in remote channels);

6.2.7. To use other services offered by the bank within the technical arrangement of the internet bank.

6.3. Information, terms and conditions, rates and settlement rules (if any) about the internet banking service operating in the bank are posted on the bank's official website – <https://bb.ge/> and are an integral part of the agreement.

6.4. Through the Internet Bank, the client can carry out various banking transactions and/or actions in accordance with the rules, requirements and terms specified in this agreement and established by the bank at the time of the transaction. If it is necessary to present appropriate documentation for the transaction, the client is obliged to upload the relevant documentation through the Internet Bank, in the format required by the bank and according to the established procedure.

6.5. The client acknowledges and confirms that any message (including a payment order, application) sent to the bank via the Internet Bank has the same legal power as a document printed on paper certified (in writing and signed) by the person authorized to dispose of the account, also, any contract/agreement concluded between the bank and the client via the Internet Bank has the same legal power as the contract concluded in material form.

6.6. The client declares in advance that they will register as a user of these services only after studying the conditions of the relevant services in detail, and that expressing the will to register using the identification data indicated in the paragraph 6.11.1 of this agreement shall be considered as their consent to all the terms of the service, the user of which the client registers through the Internet Bank.

6.7. The client is authorized to give another person access to their accounts through the Internet Bank, considering the restrictions and prerequisites established by the bank.

6.8. The client is entitled to use the service of receiving a short text message in connection with the transactions carried out/to be carried out through the internet bank.

6.9. The client gives the bank the right to:

6.9.1. make available to the client information about their accounts;

6.9.2. Perform the operations and/or actions allowed by the bank within the scope of internet banking services at the client's request.

6.10. The client declares their consent that in order to simplify the provision of banking services, when entering their identification number in the bank's remote service channel (Internet Bank, Mobile Bank, etc.), the bank is entitled to display limited information about the client's bank account(s), without showing the balance on the account(s).

6.11. Rules for using the internet bank

6.11.1. The client will be provided with the necessary data for using the internet bank (individual user name and password), using which and with additional authentication, the client will be given access to the internet bank. Password is valid for 7 (seven) days after transmission. After the expiration of this term, the client must apply to the bank to get the password again.

6.11.2. The client is obliged to change the password immediately after using the internet bank for the first time. If the password is entered incorrectly three times, the client's internet bank is blocked and the client must contact the bank to activate it.

- 6.11.3. In order to safely carry out transactions through the Internet Bank, a one-time transaction confirmation code is sent to the client. The code is sent in the form of a short text message to the mobile phone number indicated in the application by the client upon activation of the corresponding service (hereinafter "security code").
- 6.11.4. The security code sent by the bank during the transaction is active within 1 (one) minute after the client requests it. By entering the security code, the security of the transaction is confirmed. If the security code is entered incorrectly three times in a row, the security code is blocked and the client must contact the bank to restore it.
- 6.11.5. In order to protect the security of the client's information and processes, the bank is authorized to set up additional mechanisms for the client's identification, to provide certain types of services, to require the use of codes generated and/or other types of codes provided by the bank to the client ("Digipass Token" and others). In the event that the mentioned devices and/or the codes generated through them and/or other types of codes become available/known to a third party due to the client, the bank is released from any responsibility for the consequent result(s).
- 6.11.6. Before carrying out the transaction, the client is obliged to make sure of the correctness of the details and uploaded documents. The client is responsible for the correctness of the requisites of the electronic settlement documentation and the documentation submitted (uploaded) for the purpose of carrying out the transaction.
- 6.11.7. The bank is obliged to suspend the internet banking services on the client's accounts based on the notification of the client's loss of identification data, until new instructions are received from the client.
- 6.11.8. The bank monitors the transactions made through the internet/mobile bank using special software, which means that in order to protect the client's security, the bank has the right to temporarily stop and/or block the transactions made through the internet/mobile bank.
- 6.11.9. The Bank is also authorized to temporarily suspend access to the Internet/Mobile Bank and/or the provision of any services through the Internet/Mobile Bank in case the Bank suspects that an unauthorized person is using the Client's Internet/Mobile Bank and/or an unauthorized and/or illegal action has occurred.
- 6.12. The client is obligated to:**
- 6.12.1. Keep the hardware and software necessary for using the Internet Bank in a condition suitable for the implementation of the services provided for in this agreement;
- 6.12.2. Strictly follow the security rules when using the Internet Bank, and securely store the username, password and security code;
- 6.12.3. For the purpose of information protection and security, periodically or at the request of the bank, change the user password; not to entrust the user password to a third party, not to save this data in the memory of a computer or other similar device (for example, a mobile phone device);
- 6.12.4. Make sure to connect to the official website of the bank and check the security certificate before starting work in the Internet Bank;
- 6.12.5. If the client suspects that their password has become known to other persons, they must immediately inform the Bank about it;
- 6.12.6. Be mindful, keep in order and protect the security of the hardware (including mobile phone, SIM card) involved in receiving various messages from the bank (including the security code) while using the Internet Bank;
- 6.12.7. To comply with this agreement and meet other obligations stipulated by the terms and conditions of internet banking services posted on the bank's official website www.bb.ge;
- 6.12.8. Do not trust messages received by e-mail address and/or SMS message and/or other channel, the senders of which request to provide/update personal and/or bank data on behalf of the bank.
- 6.13. The bank has the right to:**
- 6.13.1. Make information about his accounts available to the client through the internet bank;
- 6.13.2. Perform the operations allowed by the bank within the framework of internet banking services at the client's request;
- 6.13.3. In case of entering the user name or user password or security code incorrectly three times in a row, block the client's connection to the Internet Bank and restore it based on the client's application to the bank;
- 6.13.4. In case of non-payment by the client of at least 1 (one) month of using the Internet Bank, to block the client's Internet Bank and to restore it only after the client pays the owed amount in full;
- 6.13.5. Not to carry out a transaction until the client submits (uploads) the relevant documentation to the bank in case such a document is needed/requested by the bank;
- 6.13.6. Not to proceed with the transaction if the client enters the security code or transaction PIN incorrectly;
- 6.13.7. In case of encashment, confiscation, or other restrictions on the client's account(s), block the client's Internet Bank without warning them;
- 6.13.8. In the event that the transaction to be carried out through the Internet Bank on behalf of the client's username is considered suspicious, for the sake of the client's safety and better protection, not to perform the transaction.
- 6.13.9. In order to reduce risks, unilaterally impose restrictions on the client's active operations (transfers, conversions) and determine the marginally permissible parameters of such operations (the maximum amount of a one-time transfer, the maximum amount of the total amount transferred in a certain period, the maximum number of transfers, the need to confirm the operations performed by a single user by another user etc);
- 6.13.10. In order to protect the security of the client's information and operations, to create additional mechanisms for the client's identification, including to provide certain types of services, to require the use of codes generated and/or other types of codes provided by the bank to the client;
- 6.13.11. In the cases provided for in this agreement, suspend or terminate the ability of the client to perform transactions through the internet bank without prior notice.
- 6.14. The bank is not responsible for:**
- 6.14.1. Results caused by third party (ies) using client's username, password, transaction PIN and/or security code;

6.14.2. The result/damage caused by non-acceptance of the short text message (including the security code) in connection with the transactions carried out/to be carried out on the account.

7. Mobile Banking Services

7.1. Service through mobile banking refers to using a software module/application (hereinafter "program") downloaded (installed) in the mobile phone device owned by the client without reporting to the bank:

7.1.1. Remotely access payment account(s) online;

7.1.2. Receiving bank information;

7.1.3. Registration and making changes to the registered data for the use of various banking services;

7.1.4. To initiate various banking operations within the limits.

7.2. To receive services through mobile banking, the client must download and activate the appropriate program in the mobile phone device from the source indicated in the bank's information material (for example, on the bank's website, in the bank's branch and/or in remote channels, etc.).

7.3. Mobile banking services are subject to the terms of this agreement, considering the exceptions set forth in this article.

7.4. The terms of this article of this agreement apply to all bank accounts of the client.

7.5. In case of termination of internet banking services for the client for any reason, using the mobile banking service will be automatically terminated (without any additional notification) to the client.

7.6. In order to use the banking service, the client registers using the internet bank user name and password mentioned in paragraph 6.11.1 of this agreement.

7.7. Before transferring their mobile phone device to another person, the client is obliged to delete the program recorded in the mobile phone device.

7.8. In case of disclosure of the password or loss of the mobile phone, the client is obliged to inform the bank about it immediately verbally (by phone), in writing, or via internet banking.

7.9. In the event that the password became known to a third party due to the client's cause, the bank is exempted from any responsibility for the consequences.

7.10. The bank is obliged to ensure the suspension of mobile banking services on the client's accounts on the basis of a notification verbally (by telephone), in writing, or through the internet bank, regarding the disclosure of the code or username and password or the loss of the phone by the client, until a new order is received from the client. In case of verbal notification, the client will be identified through questions pre-selected by the bank.

7.11. When the client opens a new account in the bank, the mobile banking service will be extended to the new account under the terms of this agreement.

7.12. The client declares in advance that they will register as a user of these services only after studying the terms of the relevant electronic services in detail and that expressing the will to register using the internet bank user name and password mentioned in the paragraph 6.11.1 of this agreement through the program will be considered as their consent to the terms of the service for which the client will be registered as a user.

7.13. Under the agreement, the client declares their consent that any of their requests (orders) regarding receiving bank information, registering for using the service, making changes to registered data or performing an operation will be recorded in the bank's electronic database, and in the event of a dispute, such a record will have evidentiary force (be used as evidence).

7.14. The bank monitors the transactions made through the internet/mobile bank through special software, which means that in order to protect the client's security, the bank has the right to temporarily stop and/or block the transactions made through the internet/mobile bank.

7.15. The Bank is also authorized to temporarily suspend access to the Internet/Mobile Bank and/or the provision of any services through the Internet/Mobile Bank in case the Bank suspects that an unauthorized person is using the Client's Internet/Mobile Bank and/or an unauthorized and/or illegal action has occurred.

8. Standing Order

8.1. The client is authorized to give the bank an order, on the basis of which the bank will make regular payments in favor of the recipient;

8.2. In order to activate the standing order (to receive the service), the client must apply to the bank in accordance with paragraph 1.2 of this agreement.

8.3. A standing order can also be used to pay utility bills or transfer funds from the client's accounts for other purposes without the client's further consent.

8.4. The parties agree that the electronic payment documents developed by the Bank for a standing order have the same legal power as a document printed on paper and confirmed by the signature of a person authorized to dispose of the account.

8.5. If the execution day of the operation requested by the standing order application coincides with a non-banking day, it will be executed on the next banking day.

8.6. If in order to perform the operation requested by the application, it is necessary to convert the amount into another currency, the conversion will be done at the commercial exchange rate active at JSC Basisbank on the day the payment is executed.

8.7. In order to perform a standing order by the bank, the client is obliged to:

8.7.1.1. Always have sufficient balance for scheduled payment and service fee (if any) on the accounts specified in the standing order application;

8.7.1.2. Pay the service fee based on the rates applicable in the bank at the time of payment.

8.8. The client is entitled to:

- 8.8.1. Receive information about making payments from their accounts on the basis of a standing order;
- 8.8.2. Cancel the standing order only before the next payment operation is executed (before their account is debited with the amount of the operation).

8.9. The bank is obliged to:

- 8.9.1. Fulfill the client's standing order under the terms and procedures established by the bank.

8.10. The bank is authorized to:

- 8.10.1. Not to perform the next credit payment operation defined by the standing order:
 - 8.10.1.1. In case of insufficient funds on the client's account(s);
 - 8.10.1.2. In the cases provided for by the current legislation of Georgia;
 - 8.10.1.3. In the presence of the client's debt to the bank;
 - 8.10.1.4. In the cases specified in the paragraph 8.3 of the agreement, to unilaterally terminate the standing order to the client in the event that the contractual relationship between the bank and the person receiving the money is terminated (if any).

9. Card Instrument Services

- 9.1. The client is entitled to receive from the bank a card instrument - a commercial (business) card (hereinafter "card" or "card instrument"), through which a person specified in writing by the client (hereinafter "the holder of the card instrument") will be able to use JSC Basisbank card, as well as the accessories equipped with the card function (sticker, bracelet, watch, etc., if any); the bank's payment application are used directly for the client's expenses, through which the card processes performed will be reflected on the client's accounts.
- 9.2. To receive the card instrument, the client must submit to the bank a written application specified in the paragraph 1.2 of the agreement or apply through the bank's remote service channel, and make sure to deposit the unreduced balance to the account (in case of requirement), pay the card instrument production and annual service fee, in accordance with the rates established by the bank.
- 9.3. After depositing the amount(s) specified in the paragraph 9.2 of the agreement, within the time limit specified by the bank, the bank will produce and deliver to the holder the card instrument and PIN code in an envelope or in the form of a short text message (SMS), together with relevant documentation and/or information material (if any)).
- 9.4. If the holder of the card instrument does not claim the card instrument within 3 (three) months after its production, then the said card instrument is subject to destruction, unless otherwise determined by the bank. The card instrument production and annual service fee is non-refundable to the client. The unreduced balance on the card instrument (if any) and other amounts will be returned to the client upon their request.
- 9.5. The Bank is entitled to refuse to issue/update the card instrument without specifying the reason.
- 9.6. The conditions set forth in this article apply to all types of card instruments issued by the bank (including personalized and non-personalized cards, debit and credit cards issued by the bank), unless otherwise specified in the specific agreement signed between the bank and the client and/or the terms of the card instrument concerned.
- 9.7. The security terms, requirements, limits of the cards and other card instruments issued by the bank, potential risks depending on the type of card, as well as the tariffs related to the card product(s) and services (fees and principles of their calculation) are regulated by this agreement and information materials posted on the official website of the bank (www.bb.ge) that are an integral part of this agreement.
- 9.8. The Bank is authorized to periodically implement incentive projects/programs regarding card instruments; the rules, conditions, procedures and other necessary information of these will be posted on the bank's official website (www.bb.ge) and/or on another dedicated portal. The Bank is also authorized to include the card instruments (their owner(s)) in the current incentive project/program automatically, and the client/cardholder is authorized to refuse participation in the project/program by informing the Bank's service centers and/or through remote service channels.
- 9.9. Matters that are not provided for in this agreement (including additional terms of card instruments, additional rights and obligations of the parties, other issues related to the responsibility of the parties) are regulated by the applicable legislation of Georgia and the rules established by the bank for the relevant card instrument (if any, which will be posted on the bank's official website: www.bb.ge).
- 9.10. In order to perform actions using the card instrument, the client opens an account with the bank (hereinafter "card account").
- 9.11. When opening a card account, the currency and/or currencies indicated by the client in the application are activated and the main currency of the card account is indicated. In order to activate other currency(s), the account holder submits an application to the bank in accordance with the procedure and form established by the bank. Additional currency on the card account is activated according to the procedure established by the bank.
- 9.12. The bank has the right to connect different currency accounts with one card instrument or several card instruments with one bank account. The priority of currencies is determined by the client. Information about the balance(s) on the card account(s) in the card system is indicated in the priority currency, in accordance with the official exchange rate of the National Bank of Georgia effective on that day.
- 9.13. When carrying out a transaction on a card account, if the card instrument allows the use of an account in different currencies, the card operations will be reflected on the account (and the corresponding amount will be debited) first in the currency in which the operation was performed. If during the transaction, the amount of the operation exceeds the balance on the account in the relevant currency (or no balance is credited in this currency at all), the requested amount will be fully deducted from the account, although a negative balance will be created in the specified currency in the part of the insufficient amount. The said negative balance is covered by converting the amount from the first priority currency, in accordance with the commercial rate of the bank. If there is not enough balance in the priority currency, then the remaining part of the negative balance is covered by converting the amount from the next priority currency, using the commercial rate of the bank.

9.14. A payment operation on a card account is considered authorized only if there is the payer's consent to the operation (unless otherwise stipulated by the legislation of Georgia). However, the parties agree that for the purposes of this agreement, the consent of the client/cardholder to the operation and the "authorization"/"authorized transaction" means the confirmation of the action with the PIN code and/or the security code written on the back of the card and/or by using the 3D security code stipulated in the clause 9.66.7 of this agreement and/or by combining these details and/or by another mechanism established by the bank, which is transferred directly to the client/cardholder and whose confidentiality the client/cardholder is responsible for.

9.15. For the purposes of this agreement, an "unauthorized transaction" refers to a transaction that is not executed with the consent of the client/cardholder and is not authorized/is executed by the client/cardholder's willful violation of the terms/requirements stipulated in this agreement regarding holding/use/security and confidentiality of the card and/or due to gross negligence and/or fraudulent actions by the customer/cardholder or a third party and/or actions by which the client facilitated an unauthorized transaction. In order for an unauthorized transaction (including an unauthorized cross-border payment operation/transaction) named/identified by the client/cardholder to be considered authorized, the client/cardholder is obliged to submit to the bank sufficient evidence to confirm the above, and as a result of its study/analysis, the bank will be able to determine the status of the authorized transaction. In other cases (including failure to submit sufficient evidence to the bank by the client/cardholder and/or in violation of the terms stipulated in this agreement (if any), the transaction will be considered unauthorized).

9.16 The client is fully responsible for the unauthorized operation.

9.17. Only transactions permitted by the current legislation and the bank's internal regulatory documents will be allowed on card accounts, including both directly from the card account, as well as through the card instrument and using remote or electronic service systems.

9.18. The owner of the card instrument is entitled to use the amount available on their card instrument, minus the usage fees, using the card instrument. In the event of an overdraft, the principal amount will also be deducted from the overdraft fee(s).

9.19. The use of the card account can be further restricted by the bank by introducing appropriate daily or other limits. In addition, the bank is entitled to refuse to change the daily and/or other type of withdrawal limit.

9.20. The amount can be credited to the card account both by cash and non-cash payment method.

9.21. Immediately after performing the operation with the card instrument, the bank inserts the transaction amount into the authorization block. The date of the actual operation performed with the card instrument differs from the date of its reflection on the card account. The corresponding amount of the transactions carried out with the card is entered into the authorization block on the corresponding card account online, and the reflection (settlement) is done after a certain period of time, in accordance with the system rules of the operator of the corresponding card (the time depends on the content/type of the transaction, as well as the network of ATMs/POS terminals).

9.22. When performing a payment operation carried out by remote facilities, the amount is deducted from the card account on the day of the transaction.

9.23. Withdrawal/payment operations carried out by card in JSC Basisbank ATMs/POS-terminals and in the network of e-commerce facilities are reflected in the card account on the next banking day.

9.24. The payment made in e-commerce facilities and the operation carried out by card in the network of ATMs/POS terminals of other banks are reflected in the card account after the processing of the transaction by the relevant payment system.

9.25. The amount deposited using the card data with the payment system services becomes available on the payment instrument within 30 minutes, and it is reflected directly on the card account later, in the next working days. The time difference between the payment instrument and the reflection of the amount on the card account can lead to the occurrence of an unauthorized overdraft.

9.26. The Bank is obliged to safeguard the confidentiality of card account transactions related to the account holder, which became known to it during the business relationship with the account holder. Exceptions are cases provided by law, or if it concerns ordinary banking information in accordance with international banking practice, which does not harm the interests of the account holder.

9.27. Transactions carried out with the card instrument are monitored by the bank using special software, meaning that the bank has the right to temporarily stop the transaction and/or the operation of the card instrument when suspicious transactions are detected (monitored). The Bank is also authorized to block (stop operations) the card instrument and/or the card account in case the bank suspects that an unauthorized and/or illegal operation is being performed using the card instrument or the card account.

9.28. Unless otherwise determined by the bank, the service fee for the first year of the validity of the card instrument must be paid when the card instrument is made, the service fee for the next year must be paid after 1 (one) year has passed after the card instrument is made. The service fee for each subsequent year, if there is money in the account, will be automatically deducted from the client's active account(s) in the bank (in full or in part).

9.29. If the client declares consent to the renewal of the card before the expiry of the validity period of the card instrument in the manner and in the form established by the bank, and there is a sufficient amount of money on the card account (the commission for the production of the card instrument, the annual service fee or other, if that is a prerequisite for the renewal of the card concerned), the renewal of the card instrument will be carried out in the last month of the expiry of the instrument, under the terms stipulated in the agreement signed with the client, without signing a new agreement.

9.30. The client's statement in material or electronic form is necessary to renew the card instrument, in the form and manner established by the bank.

9.31. In the event of a collection order or seizure act on any of the client's accounts, the credit limit and/or overdraft allowed on the client's account and/or overdraft will be considered automatically canceled, unless the payer submits to the bank their consent to the execution of the collection order with these amounts. In case of execution or cancellation of the collection task (revocation) or cancellation of seizure (revocation), the bank will have the right to unilaterally restore the credit limit and/or overdraft.

9.32. According to the rules and procedure established in the bank, the setting up, renewal, closing and other operations related to the card instrument can be performed both by an application submitted to the bank through a written or remote service channel, as well as by means

of an SMS code, which has the legal power equivalent of a document executed in written form, printed on paper, and confirmed by a signature.

9.33. The card account is closed:

9.33.1. Based on the application confirmed by the client's written/SMS code or submitted through the remote channel of the bank's services. The positive balance on the card account and the minimum balance (if any) are issued to the client after cancellation of the card instrument issued on the card account and payment of all debts due to the bank derived from the card instrument/card account. Within 185 (eighty-five) days after closing the card account, the account holder is responsible for any transaction reflected on the card account.

9.33.2. In case of termination of the contract between the bank and the corresponding payment system of the card instrument, the bank is obliged to notify the client about this within 5 (five) banking days and return the amounts on the card account. The amount will be returned to the client's account after all debts to the bank have been paid.

9.33.3. In cases provided for by this agreement and/or applicable legislation:

9.34. The bank is entitled to require the client to have a minimum balance on the card instrument. The minimum balance is the amount blocked on the card account during the validity period of the card instrument. The amount of the minimum balance is determined according to the type of card instrument, considering the recommendations of the relevant international payment system, in accordance with the rules and conditions established by the bank. In case, as a result of any transaction, the amount on the card account turns out to be less than the minimum balance, the client is obliged to immediately top up the amount on the account to the amount of the minimum balance.

9.35. Disposal of the amounts on the card account is allowed within the limits set by the bank and/or the client, and the minimum balance (if any) can be disposed of only in case of cancellation of the minimum balance by the bank and/or cancellation of all card instruments related to the account by the client in accordance with the rules set by the bank.

9.36. In the event of an overdraft (unauthorized overdraft) on the client's account, which implies the existence of a negative balance (debt) on the account as a result of the transaction without the bank's consent (permission), the bank, within the framework of its own technical arrangements, no later than within 5 (five) working days after the occurrence of the overdraft event, informs the client about the fact of overdraft, the amount of the overdraft amount, benefits accrued and any costs, interest or penalty that may be charged to the debt; the client is obliged to replenish the negative balance or the amount up to the minimum balance amount (if any) within 2 (two) banking days from the notification and fully cover the interest charged on the unauthorized overdraft and other costs specified in the bank notice (if any).

9.37. In order to use the unauthorized overdraft, the client is obliged to pay the bank interest, the annual rate of which is determined in accordance with the rates established by the bank for the use of unauthorized overdraft at the time of the occurrence of the unauthorized overdraft. Interest is accrued on the amount spent daily, and the number of days is 30 (thirty) days per month. Interest is accrued from the date of origin of the overdraft until the date of its actual repayment.

9.38. In the event that the card instrument is linked to a multi-currency account and there is an unauthorized overdraft on one of the currency accounts, if there is a balance on any account connected to the said card or when depositing the amount, the bank will convert the amount between the accounts unilaterally (without seeking consent), at the moment of debiting the amount to the bank at the commercial rate set by the Bank, to cover the respective debts of the client/to meet the obligations.

9.39. In the event that the bank credits the card account by mistake, without the intention of issuing an overdraft to the account holder (the amount credited by mistake), the account holder is obliged to return the amount to the bank within 3 (three) days after receiving the information about the mistaken crediting of the amount, otherwise they will be charged a fine for the amount credited by mistake and in the amount of 0.05% (zero point five-hundredths percent) of the amount used each day.

9.40. The bank is authorized to deduct at its own discretion the relevant amounts from the client's other accounts in the bank and direct them to cover the existing debt to the bank. If the date of the operation coincides with a non-banking day, the operation will be carried out on the date of the next banking day, therefore, in this case, the customer is obliged to pay all payments due, including payments that may be due for the next banking day.

9.41. The Bank is authorized to limit the implementation of operations with the card instrument in shopping/service facilities with a high risk of fraud, determined by the applicable legislation, the Bank's policy and/or internal regulations, until obtaining the additional consent of the client/ holder of the card instrument, which must be announced before activating the card. In addition, the client/holder of the card instrument has the right to cancel the said consent at any time, for which they must apply to the bank in writing and/or through the remote channel of the bank's services in accordance with the procedure established by the bank.

9.42. The bank-issued plastic card(s) bearing the bank's logo are the property of the bank.

9.43. The holder of the card instrument is the identified person – a card user, (an individual defined by the client) who holds the personalized card. The cardholder's right to a plastic card is determined by the name and surname engraved on it, or the initials and surname, as well as the name and surname of the plastic card holder recorded on the plastic card's magnetic strip and/or microchip.

9.44. The PIN code of the card instrument is confidential and known only to the holder of the card instrument. In case of forgetting the PIN code, the holder of the card instrument must contact the bank and update the PIN code for the card instrument in accordance with the rules and procedures established in the bank.

9.45. The holder of the card instrument (plastic card) is obliged to check the integrity of the envelope in which the PIN code is placed at the moment of transfer (when receiving the PIN with an envelope). It is not recommended to place the PIN code and the plastic card together. It is not allowed to transfer the card instrument to another person (disclosure). (Financial) responsibility for any disputed operation, the reason of which will be the loss of the card instrument, use of PIN, etc. rests with the cardholder/client.

9.46. If the PIN code is entered incorrectly three times in the ATM, it is possible that the plastic card will be automatically seized by the ATM and/or blocked. In case of detention or blocking of the plastic card, the holder/client of the plastic card should contact the bank. The customer is obliged to pay the fee for detaining a plastic card at another bank's ATM and/or the fee for making a new plastic card (optional) (if any).

9.47. The bank is obliged to consider the claim of the client/holder of the card instrument about the detention of money by JSC Basisbank ATM and within 20 (twenty) working days after receiving the claim, to submit to the holder of the card instrument a document confirming the issuance of money by the ATM (if any) or to satisfy the claim by transferring the amount to the client's card account.

9.48. The bank is obliged to consider the claim of the client/holder of the card instrument about the detention of the plastic card by JSC Basisbank ATM and within 20 (twenty) working days after receiving the claim, submit to the client/holder of the card instrument a document confirming the issuance of the plastic card by the ATM (if any) or satisfy the claim and to return the plastic card to the client/holder of the card instrument within the period determined by the bank by signing the relevant act of acceptance. In case of a plastic card of another bank, in accordance with the agreement with the issuing bank of the plastic card, the plastic card will be transferred to the holder of the card instrument or the issuing bank in the manner described above.

9.49. The plastic card expires after the last day of the month printed on the card.

9.50. When paying with a card instrument, the service staff of the merchant facility has the right to ask the holder of the card instrument for proof of identity, and if the identity document is not presented, to stop the transaction (service), for which the bank is not responsible.

9.51. The card instrument may not be used for any illegal purpose, including the purchase of goods and services prohibited by the current legislation of Georgia.

9.52. The holder of the card instrument is aware and agrees that if they hold a plastic card issued by the bank and/or a payment instrument connected to it (for example, a sticker or other), which enables the transaction to be carried out by establishing a contactless connection between the card instrument and the card instrument reading device, the transactions carried out with such a card instrument are authorized, within the limits established by the bank, without the PIN code of the card, only by establishing a remote connection between the card and the card reader. Information about the limits is placed in the information materials posted on the bank's official website (www.bb.ge), which are an integral part of this agreement.

9.53. The client/holder of the card instrument is obliged, in case of discovery of the fact of loss, theft, illegal appropriation or illegal use of the card instrument, to immediately block the card instrument from the bank's remote service channel or to notify the bank about this in writing, through the bank's remote service channel and/or by phone (at the number +99532 2 922 922).

9.54. In case of violation of the terms and rules stipulated by this agreement by the client/holder of the card instrument, as well as in other cases stipulated by the same agreement, the bank is entitled to suspend or block the card instrument(s) at any time.

9.55. **Adding a card instrument to the stop list.** The bank is obliged to ensure the suspension (blocking) of the card instrument, upon the instruction of the client/holder of the card instrument, by adding the card instrument to the local and/or international stop list. For the purposes of this agreement, a *stop list* is an international or domestic list of cards that are restricted from transactions and subject to a special service regime.

9.56. The local stop list provides blocking of the card instrument for operations to be carried out on the card account only for authorized transactions (except for offline operations) at any terminal in the world (ATM, bank terminal, shopping terminal, electronic commerce facility);

9.57. Placing a card on the international stop-list ensures that the card instrument is blocked for offline operations for 14 days after blocking for the relevant region(s). After the expiration of this term, whereas the holder of the card instrument so wishes, the card instrument must be placed in the international stop list. During the blocking in the international stop list, the holder of the card instrument is released from responsibility for the transactions carried out with the card instrument. Adding the card instrument in the international stop list is done in accordance with the procedures and rules of the relevant international payment systems, according to the established schedule based on the specific region(s) and for a specific period. Placing the card instrument in the international stop list is carried out by the designated card system.

9.58. Based on the proper notification of the client/holder of the card instrument, the validity of the card instrument is suspended (blocked) under the following terms:

9.58.1. Adding to the local stop list - through the bank's remote service channel or after the client submits an application to the service center, within a reasonable period of time required for meeting the request;

9.58.2. Adding to the international stop list - within a maximum of 20 (twenty) banking days after informing the bank employee;

9.59. During the validity period of the card instrument, the holder/client of the card instrument is responsible for the offline transaction(s) made on the card blocked in the local stop list. In addition, the Bank is not responsible for the operations carried out on the card account until the loss/theft of the card instrument is reported and the card instrument is placed in the local stop list. When placing the card instrument in the local stop-list, the client/holder of the card instrument is obliged to reimburse the bank for the amount of offline transactions made with the blocked card instrument.

9.60. The client/cardholder has the right to appeal the offline transaction made on the blocked card during the blocking period if the card is included in the international stop list.

9.61. In order to include the card in the stop list, the customer is obliged to pay the fee for inclusion in the stop list, and also to compensate the damage caused by the offline transactions made with the blocked card within the period indicated on the card, only if the blocking was not caused by the inclusion in the international stop list.

9.62. The client/cardholder can cancel the card instrument at any time at their own will. For this, they should apply to the bank in writing or through remote channels in accordance with the procedure established by this agreement.

9.63. The client/holder of the card instrument is authorized to add the card instrument to the stop list by applying to the bank in one of the forms established in paragraph 9.53 of this agreement. The bank is not responsible for the blocking of the card instrument as a result of a false message (consequences of blocking).

9.64. The bank is authorized to block the payment instrument on objectively substantiated grounds related to the security of the same instrument, in the presence of suspicion of fraudulent and/or unauthorized use of the card instrument, as well as in the case of a card

instrument with a credit limit, in the event of a significant increase in the risk of non-fulfillment of the payment obligation by the client, and to notify the client of the above, indicating the appropriate reason, before the blocking of the card instrument where practicable, but no later than immediately after blocking, unless providing information on the reason for blocking is disallowed due to objectively justified reasons related to security, as well as in cases provided for by the legislation of Georgia.

9.65. Rights and obligations of the parties

9.65.1. The bank is obliged to:

9.65.1.1. In case of a proper request by the client/holder of the card instrument, to immediately provide them with information regarding operations performed with the card instrument and/or on the card account (including in the form of a statement), at the rates set by the bank for the relevant service;

9.65.1.2. take all possible measures to ensure the security of the card instrument and to prevent its improper use;

9.65.1.3. not to make personalized security features and means of the card instrument available to other persons, except the holder of this instrument;

9.65.1.4. to accept the notice submitted to the bank in due form and/or filed by the client/holder of the card instrument through the remote channel of the bank's services, according to the established procedure, as stipulated under paragraph 9.53. of this agreement; otherwise, the client/holder of the card instrument is not responsible for the damage caused by the stolen, lost, illegally appropriated or illegally used card instrument, as well as the unauthorized operation caused by its security measures or personalized security devices, unless this damage is caused by the criminal or intentional act of the client/cardholder. The bank is also obliged, upon request by the client/cardholder, to provide them with proof of receipt, unless more than 18 (eighteen) months have passed since receiving the notification;

9.65.1.5. assume all risks associated with sending the payment instrument and/or its personalized security features and facilities.

9.65.2. The client is obliged:

9.65.2.1. To inform the holder of the card instrument in detail about the rights and duties of the holder of the card instrument specified in this agreement and the consequences of their violation. In case of violation of any of the terms of this agreement by the holder of the card instrument, the client is fully responsible for the consequences and the damage caused;

9.65.2.2. to pay the commission set by the bank and the costs incurred for additional paid services of the card instrument by international payment systems (if any);

9.65.2.3. To fully and accurately fulfill the obligations related to the payment instrument under this agreement and the applicable legislation.

9.65.3. The holder of the card instrument is obliged:

9.65.3.1. to use the card instrument in accordance with the conditions established by the bank for the corresponding card instrument;

9.65.3.2. to properly comply with the procedures and rules established by this agreement, current legislation and internal regulations of the Bank;

9.65.3.3. to observe the security measures of the card instrument issued to them, to ensure the protection of the customized features of the instrument; not allow strangers to use their card instrument;

9.65.3.4. In case of discovery of the fact of loss, theft, illegal appropriation or illegal use of the card instrument, to block the card instrument from the relevant remote service channel of the bank immediately after its discovery, or to notify the bank about it pursuant to paragraph 9.53.

9.65.4. The client/holder of the card instrument is entitled to:

9.65.4.1. In case of an unauthorized transaction on the card account, to appeal the relevant transaction to the bank in the manner described in paragraph 9.66.8 of the agreement;

9.65.4.2. to file a claim with the bank regarding the unauthorized payment operation unless no more than 75 (seventy-five) days have passed since the date of execution of the unauthorized payment operation.

9.65.4.3. Based on the application to the bank in the manner defined by this agreement:

9.65.4.3.1. block card instrument;

9.65.4.3.2. change the pin code of the card instrument;

9.65.4.3.3. cancel/close the card instrument;

9.65.4.3.4. to receive back the plastic card detained by the ATM.

9.65.5. Client is entitled to:

9.65.5.1. Based on the application filed to the bank in the manner defined by this agreement:

9.65.5.1.1. add another currency (based on the product) to the card account;

9.65.5.1.2. change currency priority;

9.65.5.1.3. Issue a confirmation on the renewal of the expired card instrument/production of a new card;

9.65.5.1.4. Request the unblocking of a blocked payment instrument;

9.65.5.1.5. Close the card account.

9.66. Responsibility of the parties

9.66.1. The client/holder of the card instrument is fully responsible for the damage related to the unauthorized payment operation caused by their criminal act, intentionally or negligently failing to fulfill the obligations specified in paragraphs 9.65.2 and 9.65.3 of this agreement, and/or in the event that:

9.66.1.1. the client uses the card instrument in violation of the terms and conditions established for this card instrument;

9.66.1.2. fails to observe the security measures of the card instrument issued to them, to ensure the protection of customized features and/or personalized data of this instrument;

9.66.1.3. in case of discovery of the fact of loss, theft, illegal appropriation or illegal use of the card instrument, fails to notify the bank or the person designated by the bank immediately after discovery;

9.66.2. The client is obliged to contact the bank immediately in writing and/or through the remote service channel after completion of such operation, to inform on the unauthorized or improperly performed operation.

9.66.3. The client is not responsible for the damage resulting from unauthorized operation, if the bank failed to receive notice provided for in paragraph 9.53 of this agreement, unless this damage is caused by the criminal or intentional act of the client/holder of the card instrument.

9.66.4. The bank is responsible for the resulting damage unless the payment operation is performed due to intentional or culpable action by it, or is performed incorrectly or in violation of the deadline.

9.66.5. In the event that the bank pre-credits the amount to the client before the outcome of the appeal, and if it is determined in accordance with the rules of the relevant card scheme and the procedures established in the bank that the client is obliged to return the said amount or part of it to the bank, if there is a balance on the client's card account, after informing the client, it will deduct the said amount without seeking consent. If the balance is insufficient, the refund must be made within 5 (five) banking days from the request. If the refund is not made within the said period, the bank is entitled, without seeking additional consent of the client, as well as sending a notification to the client, to allow an unauthorized limit on the client's current, card or demand deposit account, in the mentioned amount, in accordance with the terms and conditions stipulated in the contract.

9.66.6. The bank is not responsible for:

9.66.6.1. Unauthorized use of the card instrument due to the facts caused by the reason of the client/holder of the card instrument. Among them, during the period of validity of the request to cancel the monitoring on the card instrument by the client/holder of the card instrument.

9.66.6.2. Dispute situations arising between the holder of the card instrument and the service facilities.

9.66.6.3. Operations performed with a lost/stolen, illegally appropriated or illegally used card instrument, if the holder of the card instrument failed to ensure timely blocking of the lost/stolen card instrument.

9.66.6.4. Operations performed by a third party, if the transaction is authorized.

9.66.6.5. Operations carried out with high-risk shopping/service facilities, if the client/holder of the card instrument had submitted consent to the implementation of operations to the bank in accordance with paragraph 9.41.

9.66.6.6. Payments made within the limit, using contactless card instrument and/or other payment instrument connected to it, without pin and chip.

9.66.6.7. For the consequences of client's refusal to apply security measure offered by the bank (in such a case, the client is responsible for the damage caused as a result of the refusal of the security measure).

9.66.6.8. For damages arising from an unauthorized operation caused by failure to observe security measures or customized security features by the client/holder of the card instrument, if the operation is carried out after receiving notification by the Bank in accordance with the paragraph 9.53 (if this damage is not caused by a criminal or intentional act of the client/holder of the card instrument).

9.66.6.9. If, due to reasons independent of the bank, the amount was not/could not be cashed out with the card instrument at the service points outside the bank's system; also, the bank is not responsible for the commissions charged by another entity/financial institution and other actions performed outside the ATM network of JSC Basisbank.

9.66.6.10. Results of using the 3D security service by the client/holder of the card instrument (including failure to complete a transaction due to incorrect entry of a one-time code, non-acceptance of a one-time code by the client/holder of the card instrument for reasons independent of the bank, delay in transaction execution, etc.).

9.66.7. 3D Security of the Card Instrument

9.66.7.1. 3D security is an additional means of protection to ensure the security of payments/transfers made by the client/holder of the card instrument in e-commerce facilities with the card instrument in their possession, if the payment/transfer website is also equipped with the corresponding 3D security support defined for the card instrument. In the event that 3D security is provided for the card instrument issued by the bank, it will be indicated in the information material about the card instrument on the official website of the bank (www.bb.ge).

9.66.7.2. Payment/transfer in e-commerce facilities using the card is possible only after additional confirmation with the one-time code, if the payment/transfer website is also equipped with the corresponding 3D security support designated for the card. To confirm the execution of the payment/transfer operation, a one-time code is sent by the holder of the card instrument to the relevant telephone number recorded in the bank for this purpose, and in the absence of such code - to the recently updated contact telephone number indicated by the client in the application submitted to the bank.

9.66.8. Review of Complaints

9.66.8.1. The Bank shall review the complaint of the client/holder of the card instrument regarding the unauthorized operation performed with the card instrument, within 75 calendar days from the date of its execution, according to the rules and procedures established by the Bank. In case of failure to file a claim within the said period, the transaction is considered confirmed and is no longer subject to further appeal. In addition, the cardholder is obliged to submit to the bank the plastic card and/or other documents/information that the bank requires in order to review the complaint.

9.66.8.2. Complaints are submitted to the bank in writing and/or through the remote channel of the bank's services.

9.66.8.3. The client/holder of the card instrument is obliged to submit to the bank, together with the complaint, the documentation/information confirming the performance of the operation subject to grievance, as well as the additional information/documentation in their possession and/or requested by the bank regarding the transaction concerned.

9.66.8.4. The complaint will be reviewed no later than 20 (twenty) working days following submission; whenever it is not possible to review the complaint and make a decision on it within the said period due to reasons independent of the bank, the bank will inform the client/holder of the card instrument of the deadline for reviewing the complaint and making a decision, indicating justification of the reason for the delay.

9.66.8.5. The deadline for making a decision on the client/card instrument holder's complaint and notifying the applicant should not exceed 55 (fifty-five) working days after receiving the complaint.

9.66.8.6. The bank is authorized to contact the acquirer or other party involved in the card transaction in order to obtain information about the transaction, unless all the details and circumstances of the disputed transaction are known to the bank.

9.66.9. Currency Exchange

9.66.9.1. If the payment operation is performed in a currency different from the currency of the card account, then the amount will be debited from the client's account by exchanging at the following rate:

9.66.9.2. If the payment operation is carried out on the territory of Georgia, the conversion will be done on the card account at the commercial rate set by the bank on the day the transaction is recorded;

9.66.9.3. If the payment is performed outside of Georgia, the exchange will be done at the exchange rate set on the card account on the day the transaction is reflected, by adding 1% (one percentage point) to the commercial rate established by the bank.

9.66.9.4. If the payment is performed in a currency different from the settlement currency(s) of the payment system (VISA, MasterCard, Union Pay), the exchange rate is determined and the exchange is performed by the corresponding payment system, and 2% (two percent) of the amount of the payment operation is added as a commission by the bank. In addition, if the settlement currency of the relevant payment system is a currency different from the currency of the card account, then the bank will convert it into the settlement currency of the payment system at the exchange rate determined by the bank on the day the transaction is reflected on the card account by adding 1% (one percentage point) to the commercial rate established by the bank.

9.66.10. As soon as the cardholder performs transactions using the card instrument in ATMs, shopping and bank POS terminals, e-commerce facilities, as well as in the bank with the terminal operation, the bank blocks the amount based on the amount of the completed transaction. If conversion is necessary during blocking, the amount will be blocked in the primary currency of the card instrument, at the official exchange rate established by the National Bank of Georgia, and the transactions made with the card instrument will be reflected in the client's account after a certain period of time (in accordance with paragraph 9.21 of the same agreement). Considering that the amount is debited from the client's account a few days after the transaction, the exchange rate at the time of blocking the amount and the exchange rate on the day the transaction is processed by the payment system may be different, which may cause a difference between the funds blocked and deducted from the account.

9.66.11. Currency conversion between client accounts is always performed in accordance with the commercial exchange rate in effect at the time of transaction processing. Amount conversion schemes (based on various examples/assumptions) when performing a payment operation are posted on the bank's official website bb.ge/docs and are an integral part of it.

9.66.12. The client has the right to receive information about the transactions and the conversion rate through the bank's service centers and remote customer service channels.

10. SMS banking. Confirmation of bank operation by SMS code. Performing the transaction and receiving the service by confirmation from the electronic link.

10.1. General rules for using SMS banking

10.1.1. SMS banking is a remote banking service; it gives the client, who has submitted to the bank an application through the mobile phone number (hereinafter referred to as "authorized number") as specified in paragraph 1.2, the opportunity to use the banking services provided for in this article. SMS is sent to the phone number declared by the client to the bank (recorded in the most recent application). The authorized number can be changed only by visiting the bank's service point. With SMS banking, the client will receive banking information through a short text message of predetermined standard content (hereinafter referred to as "SMS"), including information on operations performed on their own bank accounts, various banking (including credit) product(s) offered to the client by the bank/requested by the client. Client may also request and receive other banking information they need (including the balance(s) on the account(s), exchange rate(s), etc.).

10.1.2. The client may use SMS banking after registering as a user of the said service. In addition, the client who applies to the bank for the purpose of performing a transaction and/or receiving services, and/or uses the relevant service(s), the SMS banking service is automatically deactivated, for which it is necessary that the client's authorized number is registered in the bank's program. To cancel this service, it is necessary to perform one of the following actions:

10.1.2.1. visit to the service center of the bank;

10.1.2.2. calling the bank's telephone service service center;

10.1.2.3. Sending a message to the bank through the bank's remote service channel (Internet Bank, Mobile Bank) from the designated personal settings page.

10.1.3. SMS banking services are provided through the telephone number specified by the client.

10.1.4. The bank and the client acknowledge and confirm the fact that the information received through SMS banking and the transactions performed have the same legal power as a paper document certified by the person authorized to dispose of the account and receive the information.

10.1.5. The terms and conditions set forth in this agreement shall apply to the execution of transactions and the receipt of service(s) allowed through SMS Banking, considering the exceptions set forth in this article.

10.1.6. The terms and conditions contained in this article apply to all bank accounts of the client. When the client opens a new account in the bank, SMS banking services will be provided in accordance with the terms of this agreement. In this case, a new contract will not be signed between the bank and the client, and the terms of this contract will apply to the new account.

10.1.7. The client declares their consent and authorizes the bank to provide the information (including the client's personal data) necessary for the purpose of providing SMS banking services to the telecommunication (mobile) operator(s) in contractual relationship with the bank, who in turn fulfill the obligation to protect the privacy of the information provided by the bank.

10.1.8. The client is responsible for the transactions carried out by SMS banking/the results of the disclosure of the information provided by the bank to the client.

10.2. Payment of service fee. Suspension/Discontinuation of Service

10.2.1. The SMS banking is subject to fee; the rates are posted on the bank's official website (www.bb.ge), and is paid monthly, no later than the 5th (five) day of the next calendar month of each reporting month (the fee is paid in full even for an incomplete reporting month).

10.2.2. The client is obliged, until the 5th (five) of the calendar month following the reporting month, to ensure that there is a sufficient, appropriate cash balance in their account(s) to cover the commission.

10.2.3. The bank is authorized arrange the amount in the client's account(s) in the following order: first, the commission will be paid, and then the requested transaction will be performed.

10.2.4. In the event that by the end of the next calendar month of the reporting month, it will not be possible to completely draw the SMS banking commission from the client's account(s), the commission will be suspended, and the SMS banking service will be suspended for the client; If the debt is paid in full within 5 calendar days after the suspension, the service will be restored automatically; after the mentioned term expires without results, the services provided in this article are terminated.

10.2.5. The service can be suspended based on the notification received from the client regarding the change of phone number, loss of mobile phone device and/or SIM card. If the suspended service is not restored by the end of the accounting month, the fee accrual will be suspended from the next month, the fee will be restored immediately after the service is resumed.

10.3. The client is obliged to:

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

10.3.2. Make sure the account(s) have sufficient funds for the service fee.

10.4. The client is entitled to:

10.4.1. At any time, request the Bank to stop sending them short text messages with advertising content (containing goods and/or service offers). To register the said request, the client must perform one of the following actions: visit the bank's service center, call the telephone service center or send a message to the bank through the bank's remote service channel (Internet Bank, Mobile Bank) from the personal settings page and/or send a NoSMS response to the received advertising message.

10.5. The bank is obliged to:

10.5.1. On the basis of a message received from the client regarding the change of telephone number, loss of the mobile phone device and/or SIM card by the client verbally (by telephone), in writing or through the bank's remote service channel (Internet Bank, Mobile Bank), ensure the suspension of the service by SMS banking before receiving the client's next instruction to restore the service. In case the client submits a verbal (telephone) application to the bank, the client will be identified according to the procedures established by this agreement, through questions pre-selected by the bank and/or in another form determined by the bank.

10.5.2. No later than 7 (seven) working days after receiving the client's request specified in paragraph 10.4.1 of the agreement, to stop sending short text messages with advertising content (containing goods and/or service offers) to the client.

10.6. The bank is authorized to:

10.6.1. not to fulfill the client's order in the case of lack of sufficient funds on the client's account and/or the client sending an incorrect message to the bank (inconsistent with the terms of this agreement or the information material distributed by the bank) or in case of the client's debt to the bank;

10.6.2. send short text messages of promotional content (including offers of various banking product(s) and/or service(s)) and information for the client;

10.6.3. to offer credit (loan, overdraft, credit limit and/or other credit product, as well as increasing the existing credit limit) to the client by short text message;

10.6.4. To send a short text message to the client about the credit (loan, overdraft, credit limit and/or other credit product) amount, maturity date, debt and/or scheduled transfer. However, the client acknowledges that the Bank is not obliged to send such notice to the client and in any case, regardless of whether the Bank receives the notice or not, the client is obliged to repay the credit (loan, overdraft, credit limit and/or other credit product) on time and pay other dues (interest, charges, fees, etc.);

10.6.5. Send any type of short text message (both paid and free) to the client. If the client does not use the paid short text message service, the client does not pay for the short text message sent at the initiative of the bank. The bank is not responsible for the fees charged by the mobile network operator for SMS;

10.6.6. In the cases stipulated by this agreement, suspend or terminate the SMS banking service without prior notice to the client.

10.7. Confirmation of bank operation by SMS code

10.7.1. The bank is authorized to offer the client, to use, instead of the client's signature, when carrying out a transaction (various types of banking operations, including payment, transfer, income, withdrawal, etc.) and/or various credit and/or non-credit banking products within the scope of agreed services (including current account closure and/or opening of second and additional account(s), etc.) confirmation of any document/transaction offered by the bank through an SMS code.

10.7.2. Confirmation of any document/transaction offered by the bank by SMS code implies that the bank, after identification and verification, will send the data of the transaction/document offered by the bank within the framework of the relevant transaction and/or service (the data is determined by the bank) to the client on the phone number and one-time SMS code;

10.7.3. By providing the SMS code to the bank by the client, it is confirmed that they have fully familiarized themselves with the pending transaction and/or the document/deal offered by the bank within the scope of the agreed service, they agree with the correctness of the terms and conditions/information contained therein and are willing to perform the said transaction and/or sign the document/deal offered by the bank within the scope of the agreed service;

- 10.7.4. If the SMS code is named by the client, the bank will enter this code into the software and complete the banking operation;
- 10.7.5. The list/types of transactions and/or documents/transactions to be confirmed by SMS code is determined by the bank.
- 10.7.6. Client confirmation of transaction/service by SMS code has the same legal force as a written document printed on paper and confirmed by the client signature.
- 10.7.7. When confirming the document/transaction offered by the bank within the scope of the transaction and/or service by SMS code, the bank will provide the client with the relevant document upon the client's request.
- 10.8. Execution of transaction and receipt of service by confirmation from electronic link.**
- 10.8.1. The client is entitled, in accordance with the procedures, limits and rules defined by the bank, to confirm any document (including any transaction and/or application) related to the implementation of various transactions and/or the provision of services using the electronic address sent to the phone number in the form of an SMS message (hereinafter referred to as the "link"). This implies that:
- 10.8.1.1. The bank, at its discretion, will send the client a link to the client's phone number and/or to the e-mail address registered as contact details in the bank (hereinafter "e-mail address"), by accessing which the client has the opportunity to get to know the terms of the transaction/document offered to them (to be confirmed by them) and electronically agree/confirm or refuse to confirm;
- 10.8.1.2. In case of confirmation of the document placed on the link sent by the bank to the client, the client confirms that they have fully familiarized themselves with the electronic document placed on the relevant link offered by the bank, agree with the correctness of the terms and conditions/information contained therein and the execution of the transaction(s) defined by the document placed on the link and/or that banking the document offered by the bank within the framework of service(s)/banking product(s) and/or any other transaction will be entered into between the bank and the client;
- 10.8.1.3. Confirmation of the document placed on the link sent by the bank to the client represents the client's electronic signature, and, in the relations between the parties, is equivalent to the client's signature of a material document;
- 10.8.1.4. In case of a request for a document confirmed by the client, posted on the link, the bank ensures the transfer of the relevant document(s) to the client;
- 10.8.2. The bank is not responsible for any potential damage/loss caused by sending a message/link to the telephone number and/or e-mail address registered in the bank by the client.
- 10.8.3. The bank, at its own discretion, determines the list/types of transactions and services that the client can receive in accordance with the procedure established by paragraph 10.1.1. In addition, the Bank is entitled to periodically change (increase, reduce) the services specified in paragraph 10.1.1 of this agreement., information about which will be posted on the official website of the bank (www.bb.ge).
- 10.9. The parties agree that since the SMS code sent by the client to the phone number registered in the bank is used to carry out transactions and various banking (including credit) product(s)/services offered by the bank to the client / requested by the client through the SMS code and/or by the bank to the client by telephone, the confirmation using the electronic link sent to the number or e-mail address has the same legal force as the document executed in written form, printed on paper and confirmed by the client signature, therefore the issue of declaring the client confirmation for performing relevant transactions and/or receiving services through SMS banking cannot become a prerequisite for the emergence of a dispute between the parties.
- 10.10. After the transaction confirmed by the client with the SMS code and/or through the link sent by the bank, the client has the right to request the bank to transfer to them a copy of the information (payment order) printed on paper, reflecting the bank transaction they performed.
- 10.11. The bank is not responsible for:**
- 10.11.1. Consequences of the execution of the transaction in case of restrictions on the client's accounts (cash collection, seizure, etc.);
- 10.11.2. Consequences caused by the violation of the terms and conditions/obligations established in paragraph 10.3, including (not only) the transactions carried out/information provided;
- 10.11.3. Interruption of SMS banking services caused by the mobile operator(s);
- 10.11.4. Result/damage caused by the failure to receive the SMS message sent by the bank to the client.
- 10.12. The limit of the bank's liability to the client based on the services provided by this article is determined by the total amount of the service cost paid by the client for the services provided by this article during the current calendar year.
- 11. Confirmation of documents with qualified electronic signature or electronic signature**
- 11.1. The bank is authorized to offer the client to confirm the banking services and products (including credit, deposit, guarantee, letter of credit, etc.) they use by a qualified electronic signature or electronic signature that would apply to various official documents (agreement, agreement, etc.) with the bank, made available through electronic signature platform(s) integrated into the remote service channel(s) or owned by another entity who is in a contractual relationship with the bank (including **Signify.ge** - the platform owned by NGT Rocket Solutions LLC, code 405432580).
- 11.2. Qualified electronic signature and/or electronic signature on electronic document(s) must be performed in accordance with applicable laws and rules and procedures established by the relevant electronic signature platform.
- 11.3. Documents certified/made with qualified electronic and/or electronic signatures, as well as electronic communication with the bank through the relevant platform, are official, have appropriate legal force and the capacity to be permitted as evidence, through which, if necessary, it is possible to prove legal facts (including determining the authenticity of the fact of signing contracts and other documents), including during court/arbitration disputes (if any);
- 11.4. The client authorizes the bank to properly implement the process of signing documents through a qualified electronic and/or electronic signature platform, and, to the extent necessary to achieve this goal, the bank or a relevant third party determined by the bank (if any), in accordance with the procedures and conditions established by the legislation of Georgia, to process all necessary information/data available in the bank about the client.

11.5. After performing a banking operation/electronically signing/entering into/signing transactions/agreements related to credit/deposit products, the client has the right to request the bank to hand over a paper copy of the banking operation(s) performed by them/electronically signed/performed/signed transactions/agreements.

11.6. The client agrees to the following:

11.7. The bank shall use the personal data of the person authorized to manage and represent the client registered in the bank for the purpose of electronic signature, including name, surname, personal number, e-mail address and mobile phone number.

11.8. In the case of signing/entering into a transaction/agreement/document in electronic form by the authorized person with the bank on behalf of the client (trustor) based on the valid power of attorney, the bank shall use the personal data of the authorized person recorded in the bank, including name, surname, personal number, e-mail address and mobile phone number.

11.9. The client (trustor) understands that on the basis of the relevant power of attorney, any action taken by the authorized person on behalf of the client (trustor) with the bank, signed/performed transaction/agreement/document has legal consequences for the client (trustor), including electronic transaction/agreement/document signed in the electronic form creates legal consequences for the client (trustor).

11.10. The bank is not responsible for the consequences of the following: whereas the client's authorized person or a person entrusted on the basis of a corresponding power of attorney changes on behalf of the client the contact data of the client (trustor), including the e-mail address, mobile phone number, and using these, the bank sends notifications, or someone else gets documentation containing any information.

11.11. The bank is not responsible for the consequences of the following: whereas the client's authorized person or a person entrusted on the basis of a corresponding power of attorney changes on behalf of the client the contact data of the client (trustor), and these data are used by another person, including another person's action using the client's mobile phone number, or whereas the bank receives a message or a document containing any information from the client's email that was sent by another person, and consequences/omission/ caused thereby.

12. Telephone (call center) service

12.1. Telephone service refers to the client's use of the telephone connection to receive information and/or services specified by the bank in accordance with the terms and conditions stipulated in the agreement, without the need for the client to visit the bank office.

12.2. As soon as the client opens the account, they automatically have the right to use the telephone service.

12.3. Each time using the telephone service, the client needs to undergo remote identification/verification following the procedure established by the bank.

12.4. In order to complete/update the customer's registered data (including contact information), the bank has the right to use questions predetermined by the bank (both personal and related to its banking products/operations) for the identification of the client.

12.5. In the event that the bank suspects (including based on the answers received by the bank to pre-selected questions) that it is not the client but a third person who is trying to obtain information or carry out an operation, the bank has the right to refuse to perform telephone tasks.

12.6. Without identification, the client is entitled to receive general information about banking products and services.

12.7. In case of successful identification, while using the telephone service, the client is entitled to:

12.7.1. to receive information: about various banking operations and banking services;

12.7.2. According to the rules and within the limits established by the bank, client may request:

12.7.2.1. processing of various banking operations;

12.7.2.2. Indicate the desire to receive and/or cancel various banking products/services (which is equivalent to submitting an application to the bank).

12.8. The client declares their consent and authorizes the bank to:

12.8.1. after passing the identification procedure, provide them with the services by telephone (operations allowed within the scope of the service);

12.8.2. Any telephone call made with the client (including any of their requests/statements regarding the receipt of relevant banking services/products and/or operations) should be recorded (saved) in the bank's electronic database, and in the event of a dispute, such record shall have evidentiary force (be used as evidence). The recording of the telephone conversation is considered the property of the bank.

12.8.3. The client acknowledges and agrees that the bank is not responsible for any negative consequences to the client as a result of the provision of the agreed service(s) by the bank based on the proper completion of the identification procedures established by this agreement (including the possession of the client's property by fraud, deception or any other illegal means).

12.9. The bank is authorized to:

12.9.1. at any time unilaterally set/change restrictions and/or service confirmation method in the provision of telephone services;

12.9.2. at any time make change(s)/addition(s) at its sole discretion to the conditions of telephone service;

12.9.3. Refuse to provide telephone services in case the relevant representative of the bank suspects that it is not the client, but a third party who is trying to get information or perform an operation.

12.9.4. to carry out one or more of the measures listed below, if the bank fails to properly implement the measures stipulated by the law (including preventive measures, updating the client's identification data or the requirements set by the National Bank of Georgia), and/or the Bank suspects that the telephone service may be in connection with the illegal action, as well as the information available in the bank, international economic/financial sanction/sanctions may apply to the service and/or the client:

12.9.4.1. delay telephone service until further information is received;

12.9.4.2. refuse to provide telephone services to the client;

12.9.4.3. suspend and/or terminate the ability of the client to carry out operations through remote channels without prior informing the client;

12.9.4.4. to carry out other measures stipulated by the legislation and this agreement.

12.10. The client is obliged to:

12.10.1. to be subject to all the requirements provided by the current legislation of Georgia in matters of providing banking services;

12.10.2. to pay the service fee (commission) on time;

12.10.3. no later than 3 (three) calendar days after receiving the Bank's request, sign and hand over to the bank any documents necessary for the exercise of the right(s) granted to the latter under this agreement or the fulfillment of the obligations imposed on the client by this agreement;

12.10.4. to fully reimburse all and any costs incurred by the bank (including sending a notification to the client) related to the conclusion, verification, registration, execution and cancellation of this agreement and the agreements signed within it and/or due to the client's violation of the obligations under this agreement.

12.11. The bank is obliged to:

12.11.1. following the request, to provide the client with information about the state of the account;

12.11.2. perform the client's tasks in accordance with this agreement and the law;

12.11.3. to comply with the terms of this agreement.

12.12. For the provision of telephone services, the client pays the bank the amount (service fee) determined in accordance with the rates established by the bank by the time of service provision.

12.13. In case of termination of service, the service fee (commission) already paid by the client will not be returned to the client.

12.14. Service rates are posted on the bank's official website www.bb.ge

12.15. The bank has the right to offer the client the use of a service package, which means that the client can use several banking services/products at the same time in return for the payment of a fixed fee. Registration for the service package is done by the client filling out an application, which is considered as the client's consent to use all banking services/products included in the service package.

12.16. The bank is entitled to unilaterally make changes (additions) to the service/service tariffs at any time. The bank informs the client about this in the manner defined by this agreement.

12.17. The client gives consent in advance for the bank to deduct the telephone service fee (if any) from any of the client's accounts without any additional consent, and if the amount to cover the fee is placed in the account in another currency, the bank itself will carry out the conversion at the effective commercial rate established by the bank on the date of payment, the value of which will also be debited from any client's account without seeking consent, and the converted amount will be used to cover the fee.

12.18. Responsibility of the parties

12.19. The bank is responsible for the correctness and timeliness of the telephone service to the client, in accordance with the applicable legislation.

12.20. The client is responsible for the truthfulness of the documents/information presented for the production of telephone services.

12.21. The Bank is not responsible for any loss/damage/additional costs and/or other additional costs arising from any type of delay in providing telephone services (including the duration of the waiting period) or its (the bank's) refusal to provide the service, caused by any technical and/or third party as a result of interruption of service, including:

12.21.1. providing telephone services on behalf of the client;

12.21.2. due to malfunction of the computer, telephone device and/or other device or equipment (any of their parts and/or accessories) and/or software belonging to the client or another person;

12.21.3. due to telecommunications operator, internet provider and/or any other person;

12.21.4. by incorrect or incomplete filling of the application and/or application by the client;

12.21.5. incorrectness and/or inaccuracy of the information provided by the client to the bank;

12.21.6. by the client's non-fulfillment of obligations under this agreement;

12.21.7. by the client's failure to exercise the rights granted to the client by this agreement.

12.21.8. Failure of the client to comply with the recommendations issued by the bank.

12.22. The client is prohibited from using the services provided by this agreement for illegal purposes.

12.23. The bank is not obliged to provide the client with information about changes beneficial to the client.

12.24. The client has the right to stop using the telephone service at any time by sending a written notification to the bank 10 (ten) calendar days before the termination of the service. In this case, the client will be obliged to pay all commissions and other types of payments related to the relevant services to the bank no later than 10 (ten) calendar days after the written notification about the termination of the service has been given to the bank.

12.25. The bank has the right at any time to:

12.26. Change the service conditions, features and/or fees described in this agreement (in case of changes in the rates set by the bank);

12.27. Stop providing telephone services to customers;

13. Payroll Projects

13.1. In order to be included in the payroll project and receive services, the client applies to the bank verbally or in writing.

13.2. This article sets out general terms and conditions for using payroll projects, and the specific conditions are determined and regulated by the relevant agreement signed between the parties.

13.3. In the presence of an appropriate agreement between the bank and the client, the client has the right to pay commissions for producing employee cards and cashing out funds credited to their accounts.

13.4. The bank performs transfer operations from the client's accounts within the framework of the payroll project based on the relevant payment orders and employee data submitted by the client in a pre-agreed form with the bank. The data may be submitted to the bank, for example, through the program, Internet Bank, email agreed in advance with the bank (Excel file).

13.5. The payroll project relations will be established by the client with the bank themselves or through a person appointed by them, for whom the representative authority will be signed in the manner proposed by the bank to the client.

13.6. The client is obliged to:

13.6.1. If there is a desire to transfer the remuneration to the employees' accounts, submit a payment order to the bank indicating the total amount of remuneration to be credited to the employees' accounts and to the register of employees (list) indicating the account numbers and amounts;

13.6.2. immediately inform the bank in writing about the termination of the employment relationship with the employee;

13.6.3. In case of agreement, to pay the service fee to the bank in full with plastic cards made for employees within the framework of the payroll project;

13.6.4. to pay to the bank the fee for withdrawing money through card instruments made within the framework of the payroll project for the client's employees, if this is provided for in the relevant agreement between the client and the bank on inclusion in the payroll project;

13.6.5. At the request of the bank, to submit to it copies of the identity documents (identity cards or passports) and tax payer's certificates (if any) of the employees, whose compliance with the documents has been certified in accordance with the law;

13.6.6. timely provide the client's employees with accurate, understandable and complete information necessary for decision-making about the bank's services and products, which does not push employees (customers) to make decisions that they would not have made in the presence of accurate and complete information;

13.6.7. To introduce to the employee in advance the benefits, rates and commissions related to banking products and/or services by the employee agreed between the client and the bank within the framework of the present payroll program for the client's employees.

13.7. The bank is obliged to:

13.7.1. To transfer funds to employees' accounts no later than the next banking day after receiving the task described in paragraph 13.6.1 of this agreement.

13.8. By signing this agreement, the client and the bank agree that in order to fully serve the obligations related to the payroll project, the bank's representative in the relationship with the client's employees will be either the client themselves or an employee of the client specified in writing by the client, who will directly perform the actions described in this article and/or the relevant agreement. The client or their designated representative shall be obliged to:

13.8.1. If requested by the bank, submit to the bank a copy of the employee's identity document/passport certified in accordance with the applicable legislation;

13.8.2. At the request of the bank, within the period agreed with the bank, they should hand over to it the certified copies of the identity documents of the employees;

13.8.3. Carry out the actions described in this article in good faith, carefully and completely.

13.9. The inclusion of each new employee in the payroll project by the client will be done in accordance with the terms and conditions described in the present article of the agreement and with the contracts/agreement signed between the client and the bank.

13.10. In the case of a contract/agreement on services with a specific payroll project signed between the bank and the client, if any of the terms of the latter are inconsistent with any of the terms of the present agreement, priority shall be given to the condition of the specific agreement.

14. Cash Collection

14.1. Collection service means the transportation (collection) of cash and valuables belonging to the client at their request.

14.2. This article defines general conditions for the collection service, and the specific conditions are defined and regulated by the relevant agreement signed between the parties. If any of the terms of the latter are inconsistent with any of the terms of this agreement, priority shall be given to the terms of the specific agreement.

14.3. In order to receive collection services, the client applies to the bank, and in case of agreement, a contract/agreement is signed between the parties.

14.4. The client is obliged to:

14.4.1. In case of using the collection service, to open a settlement (current) account in the bank (in the absence of such);

14.4.2. Strictly follow the terms of the contract referred to in paragraph 14.2.;

14.4.3. Deliver the amount/value to the bank representative on time and sign the necessary documents after calculating the amount/value;

14.4.4. Protect the confidentiality of the bank's withdrawal and deposit schedule;

14.4.5. Properly check the document confirming the representative authority;

14.4.6. Provide an isolated parking lot with free and lighted access for receiving and transferring cash/valuables;

14.4.7. Hand over money/valuables to the bank only in sealed bags;

14.4.8. Pay the service fee (commission) to the bank on time;

14.4.9. In case of transfer of the damaged foreign currency present in the collected amount to the bank, to pay the commission for receiving the damaged foreign currency to the bank in accordance with the rates established by the bank at the time of receiving the damaged foreign currency;

14.4.10. Protect the confidentiality of the text of the collection agreement signed with them and related information.

14.5. The bank is obliged to:

14.5.1. Provide quality collection services to the client;

14.5.2. Ensure the integrity of the sealed bag is protected upon receipt from the client.

14.6. The bank has the right to:

14.6.1. Refuse to provide services (cash collection) to the client in case of detection of damage to the bag or the seal on it, and/or if the location of the building (facility) intended for encashment is unacceptable to it.

15. Basic Terms for the Loan Relationship

15.1. At the bank, the client may use loan services/take a business loan (hereinafter "loan").

15.2. This article defines general conditions for the loan relationship between the client and the bank; the specific conditions are defined and regulated by the relevant lending agreement/agreements signed between the parties, considering all its additions and changes (if any) and the specific conditions of the lending agreement posted on the bank's website (<https://static.bb.ge/static/file/a6akGcUx5qyJpelljaAkeBzC1eIz1CpGgiOvZyJE.pdf>) (hereinafter "Lending Agreement"). If any of the terms of these main terms and conditions are inconsistent with any of the terms of the applicable lending agreement, the terms of the applicable lending agreement shall prevail.

15.3. In order to receive a loan, the client must apply to the bank (it is permissible to submit an application using electronic means of communication - internet banking, mobile banking) or accept the bank's offer (it is permissible to accept the offer using electronic means of communication - internet banking, mobile banking). The bank will review the client's application and make a decision on granting or refusing to grant a loan (the bank is not obliged to explain the reason for the refusal).

15.4. After receiving the loan, the client (borrower) will be obliged to return the loan amount and pay the interest in accordance with the terms agreed with the bank.

15.5. The client's monetary obligations are fulfilled using the funds accumulated in their account(s).

15.6. If the client does not have a current account, the application for receiving a loan will be considered as an application for opening a current account, and if the bank decides to issue a loan, the account will be opened in accordance with the current legislation and the procedures and conditions applicable in the bank before granting the loan.

15.7. In case of non-payment of the monthly payment on time, the client shall be liable to the bank for the payment of overdue interest, which may consist of fixed interest and daily interest, and the amount of which is determined at the time of overdue occurrence based on the rates established by the bank, unless otherwise agreed with the client in a specific lending agreement.

15.8. No interest will be charged on the loan if the payment date falls on a non-banking day. In this case, the client will be obliged to deposit (pay) the amount to be paid to the applicable account on the next banking day.

15.9. If the client fails to pay their monthly loan payment, interest, installment or insurance premium or if there are other important reasons, the bank will have the right to unilaterally terminate the loan relationship and demand the client to repay the loan together with the payments accrued (interest, installment and other) in the manner agreed upon in the specific lending agreement.

15.10. The bank has the right to:

15.10.1. In order to meet any obligation arising before it, at any time after the occurrence of such obligation, without further consent of the client, debit the amount from any account of the client. In the event that the debt is recorded in a currency different from the currency of the amount in the account, the equivalent is determined by the rate established by the bank at the time of debiting the amount;

15.10.2. To transfer the service fee payable by the client to the National Public Registry Agency, MIA Service Agency and/or other administrative body and/or other payment related to the granting of credit (including insurance premium) from any account of the client to the account of the person concerned without further consent of the client.

16. Opening of a Deposit

16.1. To open a deposit, the client must apply to the bank (it is permissible to submit the application using electronic means of communication - internet banking, mobile banking or in another form established by the bank).

16.2. In case of satisfaction of the client's application, the bank will open the account/deposit based on the data provided in the client's application.

16.3. A deposit for the client is opened upon submitting a pertinent application, following the terms established by the bank regarding the opening of a deposit, which is available to the client at the bank's branches and service centers, as well as through the website and internet banking (in case of using this service).

16.4. The contractual relationship between the bank and the client related to the deposit service is governed by the terms of the pertinent deposit agreement together with this agreement.

16.5. In the case of using the services of the Internet Bank, the client can open a deposit by submitting an application from the system to the bank in electronic form by a user with the appropriate authority of the client and the bank accepting this application, at which time the contractual relationship between the bank and the client is formed by this agreement and the terms of the deposit agreement.

17. Insurance

In accordance with the Law of Georgia On the Deposit Insurance System, from January 1, 2022, the amount in the deposit/account of all depositors, regardless of the number of deposits/accounts, is insured in each commercial bank and microbank and will be reimbursed by the Deposit Insurance Agency within the limit of GEL 30,000. The amount in all accounts of all depositors in commercial banks and microbanks is automatically insured without additional compensation. For more information, see the website of the Deposit Insurance Agency: www.diagency.ge.

18. Nominal Holding Account

- 18.1. According to the procedure defined by the legislation of Georgia and based on the application of the bank's client (hereinafter "nominal account holder"), it is possible for the bank to open a joint account of nominal holding or a segregated account of nominal holding for the client (hereinafter "nominal holding account").
- 18.2. Only the funds of the client(s) of the nominal account holder, which this person holds and disposes of in accordance with the legislation of Georgia, separately from their own funds, can be placed on the nominal holding account and/or transferred from this account.
- 18.3. At the request of the bank, the holder of the nominal account is obliged to submit to the bank the information of his client(s) and/or their beneficial holders, as well as information/documentation about the operation/transaction to be performed/executed.
- 18.4. The nominal holder of the account (bank client) is responsible for the content and purpose of operations performed on the nominal holding account.
- 18.5. It is prohibited to dispose of the funds in the nominal holding account directly on the basis of the order submitted by the client(s) of the nominal holder of the account.
- 18.6. The nominal holding account is subject to the standard rates set by the bank for the service of the account concerned.
- 18.7. The contractual relationship between the bank and the holder of the nominal account regarding the opening and servicing of the nominal account is governed by the terms of the relevant agreement along with the present agreement.

19. Escrow Service

- 19.1. It is possible for the bank to provide escrow services to the client in accordance with the procedures and conditions determined by the legislation of Georgia and the bank's internal regulatory documents.
- 19.2. In order to receive escrow services, the client must apply to the bank with the designated application specified in paragraph 1.2 of the agreement. The bank has the right to refuse to provide escrow services to the client without any justification.
- 19.3. Escrow service refers to the service where the bank meets the obligation to transfer the funds provided by the payer to the bank following the procedure and the conditions established by the relevant escrow service agreement upon the occurrence of the terms stipulated in the escrow agreement to the recipient, who is a party to the escrow agreement, and in case of non-fulfillment of the terms stipulated in the escrow agreement or immediately after the expiration of the escrow service - to the payer, in accordance with the escrow agreement;
- 19.4. Within the scope of the escrow service, the amount can be placed in the bank's internal bank account no more than 6 months after signing the contract on the escrow service.

20. Acquiring Services

- 20.1. To apply for acquiring services, which, for the purposes of the agreement, includes activities that are about completing payment transactions, cash withdrawals and other operations by electronic and technical devices (including physical POS terminal, ATM) based on the contract signed with the client (merchant), the client applies to the bank by designated written application.
- 20.2. The bank will review the client's application, and in case of a positive decision, a corresponding agreement on the provision of acquiring services will be signed between the client and the bank in accordance with the law.
- 20.3. The cost of acquiring services is determined in accordance with the agreement on acquiring services or the bank's rates, at the discretion of the bank.

21. Providing service to public sector entity/ Budgetary Organizations

- 21.1. The parties agree that the Bank will open current and/or deposit accounts for relevant budgetary organizations (hereinafter referred to as the "Budgetary Organization"), defined by law, and provide banking services in accordance with the conditions set forth in this Agreement, subject to the restrictions determined by current legislation and this paragraph. In particular:
- 21.1.1. Only the following operations are performed on the account(s):
- 21.1.1.1. transfer/credit of funds from an account opened with the state treasury;
 - 21.1.1.2. return/transfer of funds to an account opened in the state treasury;
 - 21.1.1.3. Transfer money to a deposit account and return money from a deposit account;
 - 21.1.1.4. other banking operations permitted by current legislation;
 - 21.1.1.5. Funds located in the current and (or) deposit account(s) of a budget organization can be used as security for a Bank Guarantee(s), Credits or Letter of Credit(s) issued in favor of a budgetary organization.
- 21.1.2. To open such an account(s) by a budgetary organization with the Bank, which will not be subject to the restrictions provided for in this article, as well as to conduct other types of operations on the account(s), the budgetary Organization is obliged to provide the Bank with permission from the Ministry of Finance/State Treasury of Georgia regarding transactions to be carried out on the above account(s). Full responsibility for the operation performed lies with the client.
- 21.1.3. Based on the relevant agreement between the Bank and the Budgetary Organization, interest to be accrued to the current and (or) deposit account(s) of the budgetary organization at intervals and in the manner determined by the same agreement, within 5 (five) working days after accrual, will be transferred to the state treasury to the account(s) opened in the name of the Client. Upon expiration

of the interest accrual period or closure of the relevant account(s), funds in the relevant current account and/or deposit account(s) will be transferred to the state treasury to the account(s) opened in the name of the Budgetary Organization;

21.1.4. The budgetary organization is obliged not to carry out or allow any other transactions on the account, other than those specified in Article 21.1.1. hereunder .

21.2. The rules and conditions provided for in Article 9 of this Agreement apply in full to the opening of a card account for Budgetary Organizations, subject to the restrictions established by current legislation and this clause of the Agreement:

21.2.1. To open a card account, the Budgetary Organization is obliged to submit to the Bank a permit from the Ministry of Finance of Georgia/State Treasury (indicating the specific purpose of opening the account) if the specified documentation is provided, and as well as after fulfilling the prerequisites established in clauses 1.2 and 9.2. of this Agreement, the Bank will open an account for the Budget Organization. In this case, all responsibility for transactions carried out on the account lies with the Budget Organization/owner of the card instrument.

21.2.2. Only the below operations can be carried out on the card account(s):

21.2.2.1. transfer/credit of funds to accounts opened with the State Treasury;

21.2.2.2. transfer or return of funds to an account opened with the State Treasury;

21.2.2.3. Transfer money to a deposit account and return money from a deposit account;

21.2.2.4. within the limits of income received from economic activity, making purchases on the Internet;

21.2.2.5. Other banking operations permitted by current legislation.

21.2.2.6. The conditions/restrictions established by this article fully apply to the card account, electronic and/or remote services.

21.2.2.7. The budgetary organization and the owner of the card instrument have the right to use the amount available in the account of the budgetary organization, less fees associated with the use of the card. In case of overdraft, the overdraft fee will also be deducted from the principal amount.

21.3. The bank is entitled to:

21.2.1.1. write off the corresponding amount from the account of a Budgetary Organization without acceptance, according to Agreement concluded to secure a bank guarantee, credit or letter of credit(s) specified in paragraph "21.1.1.5" , as well as in cases provided for by current legislation and present Agreement, including return of erroneously credited amounts to the Bank.

21.2.1.2. implement a public law restriction on the account (accounts) of a Budgetary Organization and satisfy the requirement provided for by the specified restriction in cases provided for by law;

21.2.1.3. At the request of the State Treasury, without additional consent of the Budget Organization/holder of the card instrument, suspend/terminate any relevant operation, transfer available funds to the current account and/or deposit account(s) and/or card accounts to the account(s) Budget Organization in the State Treasury) and (or) close any current, card account and (or) deposit account of the Budget Organization;

21.2.1.4. Provide the State Treasury with information about the transaction carried out/to be carried out by the budgetary organization/card holder and/or the balance in its bank account(s).

21.4. Financial relations between the Budgetary Organization/holder of card instruments and the Bank are regulated by the tariffs established by the Bank and present agreements. In order to create an account, for transactions carried out from the account and for the provision of services provided for in this agreement, the Budgetary Organization/owner of the card instrument pays the Bank an amount (service fee) determined in accordance with the tariffs established by the bank at the time of the operation or provision services.

21.4.1. The Budget Organization/holder of the card instrument independently ensures payment of the service fee and/or other type of payment/penalty/fine/interest (if any) to the Bank. The frequency of payments is determined by the Bank on the basis of the relevant documentation (Invoice) submitted to the Budget Organization.

21.4.2. The budgetary organization/owner of the card instrument is obliged to pay the Bank a service fee and/or other type of payment/penalty/fine/interest (if any) within 5 (five) calendar days after the Bank provides the relevant payment document. In addition, the Organization gives the Bank an irrevocable Instruction/grants the right, at any time, at its discretion, to apply to the State Treasury with a request to transfer any commission and/or charge to the Bank from the account(s) held by the Budget Organization in the Treasury.

22. Responsibility of the parties

22.1. The parties shall be liable in accordance with this agreement and the legislation of Georgia for non-fulfilment of the obligations under this agreement in full and on time.

22.2. The bank is responsible before the client for the correctness and timeliness of operations on the account, in accordance with the applicable legislation.

22.3. The client is responsible for the truthfulness of the documents submitted for opening the account and performing operations on it.

22.4. In case of non-fulfillment of the obligation to pay any commission and/or cost of services based on this agreement and specific agreements signed on its basis, the client will be obliged to pay the bank 0.05% of the overdue amount for each overdue day.

22.5. Payment of the penalty does not release the violator from fulfilling the obligations stipulated in the contract.

22.6. The Bank is not responsible for non-fulfillment of obligations (including in connection with international transfers/credits) if:

22.6.1. This is caused by any action and/or error of the recipient and/or intermediary bank mentioned in the client's payment order or any other document and/or any other reason independent of the bank;

22.6.2. An embargo and/or any other restriction applies to the state in whose territory the service bank of the recipient (addressee) operates, which prevents the recipient from receiving the money;

- 22.6.3. An embargo and/or any other restriction applies to the money sender and/or the money recipient (addressee) and/or the bank serving the money recipient (addressee), which prevents the money recipient (addressee) from receiving the money.
- 22.6.4. The correspondent bank (through which the transfer is completed) refuses to perform the operation and/or the amount to be transferred will be detained/blocked for prevention of money laundering and/or other purposes.
- 22.7. The Bank is not responsible for the consequences caused by:
- 22.7.1. carrying out an operation at the request of the client;
- 22.7.2. malfunction of the computer, telephone device and/or other device or equipment (any of their parts and/or accessories) and/or software belonging to the client or another person;
- 22.7.3. telecommunications operator, internet provider and/or any other person;
- 22.7.4. incorrect or incomplete filling of the application and/or application by the client;
- 22.7.5. incorrectness and/or inaccuracy of the information provided by the client to the bank;
- 22.7.6. client's non-fulfillment of obligations under this agreement;
- 22.7.7. client's failure to exercise the rights granted to the client by this agreement.
- 22.7.8. Failure of the client to comply with the recommendations issued by the bank.

23. Customer Information and Bank Secrecy

- 23.1. The client declares and confirms that:
- 23.1.1. has the necessary legal capacity to conclude and execute this agreement;
- 23.1.2. is not involved in any legal process (as a plaintiff, defendant or third party), thus endangering the performance of the client's obligations, the client's property and/or assets;
- 23.1.3. will not refuse to fulfill their obligations under this agreement, nor will they transfer their obligations to a third party. However, this provision does not imply a promise that the client must personally fulfill the obligations and does not exclude the right of the bank to accept the proposed performance from a third party, and for these purposes the client declares their consent for the bank to transfer information about the client's current debts/payments to a third party;
- 23.1.4. In entering into this agreement, they are not under the influence of mistake, deception, violence or threats used against them;
- 23.1.5. It is known to them that providing false and/or incorrect (untrue) information/report(s) to the bank is a crime according to the Criminal Code of Georgia and is a sufficient ground for terminating the validity of this agreement.
- 23.1.6. They do not act on behalf of another (third) person.
- 23.1.7. The information provided to the bank by them at the time of the bank's acceptance of the application mentioned in paragraph 1.2 of this agreement (including their business activities and their status as a taxpayer) is true, accurate, complete and exhaustive. The client is obliged to immediately inform the bank about any changes in their identification data (including information/documentation about persons included in the client's control and ownership structure), contact information, status or type of activity.
- 23.2. The bank is obliged to protect the client's personal data, the secrecy (confidentiality) of information about banking operations and accounts related to the client, which became known to it in the course of business relations with the client, except for the cases stipulated by the law.
- 23.3. The Bank is not responsible for the result(s) caused by the receipt by another person of the message sent in accordance with the contact information provided by the client to the bank.
- 23.4. The client declares his consent that Basisbank JSC is authorized to:
- 23.4.1. Receive, from the electronic database of the State Services Development Agency and/or from another body/person with similar authority, personal data necessary for the bank of the persons authorized to represent the client, the beneficial owners and personal data of other individuals related to the client in accordance with the law, to provide effective and smooth banking services to the client, and in the volume necessary for the realization of this goal. In the process of providing individuals related to the client.
- 23.4.2. During the period of validity of the agreement, in order to review the application submitted to the bank for the acceptance of various banking (including loans) products and to provide effective and uninterrupted banking services (in the volume and frequency necessary to achieve this goal), to obtain any (including personal) information about the client in accordance with the procedure established by law (including from credit information bureau(s) operating in Georgia, from any third party, from publicly available sources) and to process relevant personal data obtained about the client.
- 23.4.3. In order to improve the banking services provided to the client or to fulfill the contractual obligations, the bank shall transfer the information in its possession about the client's bank accounts and operations, as well as the personal information specified in this article, under the condition of protecting the confidentiality of this information, to the persons in a contractual relationship with the bank.
- 23.4.4. For the purposes of smooth transfers, in the process of providing the service, upon the request of the partner financial institution, transfer to it the requested data about the client; including, but not limited to, information about the client's beneficial owner(s), authorized representatives, business activities, and more.
- 23.4.5. Process data/information about the client, persons authorized to represent the client and other individuals related to the client for direct marketing purposes and, if necessary, transfer to the bank's subsidiaries. Any application of the client, as well as any documentation related to transactions concluded with the client (including personal information) shall be transferred for storage to the State Archive or a commercial agency of this profile, which ensures the archiving and safe storage of the documentation delivered in compliance with confidentiality procedures.
- 23.5. The client is informed that the bank provides loan and other relevant information about them to the Credit Information Bureau in accordance with the law, for which the bank:

23.5.1 will collect/process all the loan/non-credit and other relevant information about the client, which is related to providing and receiving information to the Credit Information Bureau in accordance with the procedures and conditions stipulated by the legislation of Georgia. This information is processed for the purpose of analyzing the client's solvency and will be available to the client involved in the Credit Information Bureau in the manner established by law (lending entities and those receiving/providing information).

Per client request, (including the data subject), the bank is obliged to correct, update, add, block, delete or destroy the data if they are incomplete, inaccurate, not updated, or if their collection and processing was done unlawfully.

23.5.2. will collect/process the information about the income received from the remittance of the person, which will be provided to the Credit Information Bureau in accordance with the procedures and conditions stipulated by the legislation of Georgia. Information on the income received from remittances is processed for the purpose of analyzing the client's solvency and will be available to lending organizations involved in the Credit Information Bureau in accordance with the law.

Per client request, the bank is obliged to correct, update, add, block, delete or destroy the data if they are incomplete, inaccurate, not updated, or if their collection and processing was done unlawfully.

24. Amendments to the Agreement

24.1. The bank shall inform the client about the planned amendments/changes to this agreement (including service rates) through any of the communication channels specified in the agreement and/or by publishing them on the bank's website <https://bb.ge/> and/or by placing respective information in the premises of the Bank's branches/service centers (provides information about the change) one month before the implementation of such change(s).

24.2. The changes proposed by the bank will be considered confirmed by the client, if the client does not refuse the proposed conditions to the bank before the change is implemented. Before the changes take effect, the client has the right to terminate this agreement without paying any fees specified for early termination of the agreement. In case of exercising the right granted by this paragraph (termination of the agreement), the client shall be obliged to return to the bank all the products received on the basis of this agreement (fully cover all credit limits, overdrafts, bank credits and/or other credit product) and pay to the bank the commission, interest, charge and other fees and payables related to all services and products provided for in this agreement. The validity of this agreement will continue until all obligations imposed on the client under this agreement have been fully met.

24.3. The notification obligation provided for in paragraph 24.1 of the agreement does not apply to cases where there is a change (including a change in the amount of commission) in favor of the client, as well as to new services that do not replace and/or change any of the services provided for in this agreement.

25. Communication

25.1. Unless otherwise specified in the agreement, communication between the parties is carried out in writing. The bank may also use other means of communication for notification - e-mail, remote channel(s) (including Internet-Banking, mobile-banking), or telephone (phone call, short text message) notification. Written notice in material form shall be delivered to the party at the recently known address of the party giving the notice.

25.2. The message is considered delivered on the day of its receipt by the addressee, if the receipt of the message is confirmed in an appropriate manner (including by electronic document, receipt, other means corresponding to the message, etc.); unless receipt of a notice is confirmed, any such notice shall be deemed to have been properly sent and received, whereas:

25.2.1. a written notice is sent by courier or post – (a) the notice is sent by the bank - within 3 (three) calendar days after sending, or on the date of confirmation of delivery (whichever is earlier); (b) the notice is sent by the client - on the next banking day after the notification is registered at the bank office;

25.2.2. the bank sends the notification via e-mail, remote channel (including Internet Bank, mobile bank) or telephone (phone call, short text message) - on the next banking day of the date of sending.

25.3. A notice shall be considered received even if the notice is returned to the party sending the notice due to one of the following reasons: (a) non-availability of the addressee of the notice at the relevant address/contact details, (b) the addressee refuses to receive the notice, or (c) the addressee avoids the acceptance of the notice.

25.4. The client is obliged, within 2 (two) calendar days after making a change in the contact details, to notify the bank in writing about changes in the name/surname (title), passport data (registration data), address (legal/actual) and contact data (telephone, fax, e-mail, etc.).

25.5. The Bank is not responsible for the consequences caused by the receipt by another person of the message sent in accordance with the contact information provided by the client to the bank.

26. Effect of the Agreement

26.1. The agreement enters into force from the moment of confirmation by the bank of the client's application received in accordance with paragraph 1.2 of the agreement and is valid for an indefinite period.

26.2. If in order to receive a specific product/service offered by the bank, it is necessary to sign a contract/agreement related to this product/service, the timeline for delivery/rendering of such product/service is set by that contract/agreement itself.

26.3. The client has the right at any time to close the account(s) or to stop using any or all of the services provided for in this agreement by sending a written notice to the bank 30 (thirty) calendar days before closing the account or terminating the use of services (if nothing else is stipulated by this agreement or another specific contract/agreement in connection with a specific account or service). In this case, the

client will be obliged to pay the bank all commissions and other payables related to the account and/or service concerned no later than 30 (thirty) calendar days after giving the written notice to the bank about closing the account and/or terminating the service.

26.4. The Bank has the right at any time to:

26.4.1. Terminate the validity of the agreement, close the client's account(s), terminate the possibility of carrying out operations through remote channels provided for in the agreement, by notifying the client at least 30 (thirty) calendar days before the termination, and in presence of circumstances envisaged under paragraph 5.4.2 and/or other important grounds - without prior notice;

26.4.2. Change the terms of the service, features and/or fees/rates set by the bank described in this agreement.

26.4.3. Close the client's account(s) and terminate the possibility of carrying out operations through remote channels provided for in this agreement, in case of violation of the obligation assumed by the client under the agreement concluded with the bank, and/or in the absence of balance and turnover on the account for 1 (one) year (for the purposes of this paragraph, transfer/debit of the bank service fee from the client's account shall not be deemed as turnover); set commission for a client who has an inactive account(s) (a current/card account, the holder of which does not have an active fixed-term deposit in the bank and no bank transaction has been recorded on the said account(s) for at least one year).

26.5. The client's account in the bank will also be closed in other cases provided for by this agreement and the legislation of Georgia, based on the relevant decision of the bank.

26.6. In case of closing the account, the amount credited to the relevant account will be returned to the client, excluding overdue obligations, accrued commissions, overdraft fees and other debts to the bank (if any).

26.7. The agreement can be terminated at any time by agreement of the parties or in other cases provided by law.

27. Conditions relating to Sanctions

27.1. The client declares before the bank and in their favor, guarantees and at the same time assumes the commitment that:

27.1.1. The client (for the purposes of this article, the client includes its founders, management or members of the executive/supervisory body, as well as the beneficial owner(s) of the client and/or persons affiliated with them) and/or the person/persons who directly or indirectly control or own the client (hereinafter - the controlling entity), at the time of signing the agreement, is not subject to restrictive measures of the Foreign, Commonwealth & Development Office of the United Kingdom (whose sanctions are administered by the Office of Financial Sanctions Implementation (OFSI)), the United States Office of Foreign Assets Control (OFAC) and/or the European Union (EU) and/or the United Nations Security Council (UNSC) and/or any of their legal successors (the "Sanctions Authority") (hereinafter "International Sanctions").

27.1.2. The client and/or their controlling entity, did not carry out before signing the agreement, at the time of signing the agreement and will not carry out in the future, any such action, transaction and/or operation, which may directly or indirectly cause the client and/or their controlling entity to violate and/or avoid/circumvent any restrictions, requirements and/or prohibitions imposed by any international sanctions and/or sanctions authority and/or stipulated and/or required by applicable international sanctions;

27.1.3. The client and/or controlling entity did not purchase oil and/or petroleum products exported from the Russian Federation and/or oil products of Russian origin before the signing of the agreement, at the time of signing the agreement, and will not purchase it in the future at a price higher than the threshold purchase price established by the sanctions authority; nor will they engage in trading in such oil, petroleum products and/or selling, exporting, re-exporting, importing, supplying, transporting and/or facilitating any such action/activity in any way, which has been purchased at a price higher than the threshold purchase price set by the sanctions authority.

27.1.4. Upon the bank's request, in a form acceptable to the bank, the client shall immediately provide the bank with any and all information and/or documents related to the client's:

27.1.4.1. Trade in products exported (including re-export) to a sanctioned country and/or trade in products originating in a sanctioned country.

27.1.4.2. Trade in products imported (including re-import) from a sanctioned country.

27.1.5. The client shall immediately notify the bank of the existence/occurrence of any such circumstance and/or event that may directly or indirectly result in the client and/or controlling entity being subject to any international sanctions imposed by the sanctions authority and/or determined by the sanctions authority and/or stipulated by the applicable international sanction and/or breaching and/or avoiding/circumventing any restrictions, requirements and/or prohibitions required and/or those that may directly or indirectly result in the client and/or controlling entity being placed on any sanctioned list issued/maintained by a sanctions authority.

27.2. The bank is entitled, without limiting any other rights granted to the bank by the agreement and/or by law, to act in accordance with the applicable international sanction imposed by the sanctions authority and to carry out any and all actions determined by the sanctions authority and/or provided for and/or required by the applicable sanction, and/or to immediately terminate, suspend, restrict and/or refuse to provide any and all services to the client, including, without limitation, closing the client's bank accounts and/or suspending/cancelling/restricting/rejecting any transfer and/or assignment, if:

27.2.1. The customer violates any statement and guarantee and/or commitment assumed given in paragraph 27.1 above:

27.2.2. Regardless of the existence of any factual circumstances and/or any other conditions or provisions specified in the agreement (including this article), the bank, at its own discretion, will consider it necessary/appropriate to take such action to ensure compliance with the international sanctions and/or requested actions determined by the sanctions authority.

27.3. The bank's action that follows the applicable international sanction imposed by the sanctions authority and/or taking any action determined by the sanctions authority and/or stipulated and/or required by the applicable international sanction and/or terminating, limiting, suspending the service of the client and/or refusing to provide the service, shall not be deemed to be a violation of any obligation assumed by the bank before the client in any form, and the bank shall not be held liable in any way for acting under the applicable

international sanction imposed by the sanctions authority and/or for taking any action determined by the sanctions authority and/or stipulated and/or required by the applicable international sanction and/or for terminating, limiting, suspending and/or refusing to provide services to the client.

27.4. The client is obliged to compensate the bank for any and all damages (losses) incurred by the bank as a result of the client's violation of any statement, guarantee and/or obligation given above.

28. Resolution of Disputes

28.1. The parties shall make every effort to resolve all disputes and disagreements arising between them through negotiations.

28.2. The bank provides, free of charge, the receipt, review and resolution of customer complaints related to the rights and obligations arising from the Organic Law of Georgia On the National Bank of Georgia, the Law of Georgia On the Payment System and Payment Services, and/or the subordinate legal acts adopted on their basis, in accordance with the adequate and effective procedures set by the bank. The client has the right to submit a complaint to the bank in a verbal or written (material or electronic) form. The bank will review and inform the client about the decision in the form chosen by it (material or electronic form) within the terms established by the current legislation.

28.3. If the client meets the criteria established by the legal act of the National Bank of Georgia, the client has the right to file a complaint against the bank with the National Bank of Georgia Dispute Review Committee (hereinafter referred to as the committee) no later than 6 months from the date of filing a complaint with the bank, only if the complaint submitted to the bank is not satisfied within the established period (including non-response) or in case of partial satisfaction. The client under this paragraph has the right to apply to the committee, if the value of the subject of the dispute provided for in the complaint does not exceed GEL 50,000 or the equivalent of GEL 50,000 in foreign currency. The committee will consider the dispute free of charge. The client has the right to apply to the court without applying to the committee.

28.4. In case the client applies to the court to resolve the dispute, the dispute will be reviewed by the court of Georgia;

29. Force majeure

29.1. The parties are released from responsibility for non-fulfillment of obligations under the agreement, if these circumstances are caused by the direct impact of an undefeatable (insurmountable) force. Force majeure occurs when it is not under the control of the party and the entails consequences that could not have been avoided despite the reasonable diligence and efforts of the party, namely: flood, earthquake, fire, strike, military action, blockade, act or action of state authorities and others (force majeure circumstances).

29.2. In the event of force majeure, the parties are obliged to immediately notify the other party. The fulfillment of the obligations assumed by the parties under the agreement will be postponed until the elimination of the force majeure circumstances.

29.3. The party that refers to force majeure to exclude liability is obliged to prove that such an event took place. The party is obliged to prove that the force majeure had a direct impact on his performance of the obligation.

30. Other Terms

30.1. The issues that are not regulated by this agreement are regulated by the current legislation of Georgia.

30.2. This agreement takes precedence over any other agreements between the parties regarding the subject matter of this agreement. And, if another specific contract/agreement is signed with the client on the basis of this agreement, the latter shall take precedence, unless the parties agree otherwise.

30.3. The client can find useful information for customers on the website of the National Bank of Georgia - www.nbg.gov.ge/cp and on the hotline - 032 2 406 406.

30.4. The invalidity and/or termination of any part of this agreement shall not result in the invalidity or termination of the entire agreement.

30.5. This agreement is drawn up in the Georgian language, and based on it, the contractual relationship with the client is maintained in the Georgian language, unless the parties separately agree in writing to use another communication language;

30.6. Other conditions concerning client service, interest rates and the bank's recommendations are described in more detail in the information material distributed by the bank (including booklets, brochures, information posted on the bank's website, etc.). In case of conflict between the information contained in the information material and the content of this agreement, the provisions of this agreement shall apply.