

Annex №2 to the Bank Service Agreement – Account

1. The **Current Account** can be opened for the **Customer**.
2. If the **Customer** has an **Account** with the **Bank**, he/she should own at least one **Account** in national currency.
3. The **Customer** is entitled to:
 - 3.1. Request opening of both the **Single-currency** and **Multi-currency Accounts**.
 - 3.2. Request closing of the **Account** on the basis of corresponding **Application**, by observing rules of the **Bank** and **Legislative** requirements;
 - 3.3. Request opening of several **Accounts** at the same time, in accordance with the **Terms and Conditions** defined by the **Agreement**, **Legislation** and the **Bank**;
 - 3.4. Give the **Bank Instruction** to conduct the **Transactions** on the **Account**.
 - 3.5. Carry out **Transactions** from his/her **Account** according to the **Terms and Conditions** existing in the **Bank** and within the rights defined by the **Legislation**, also considering **Instructions** given to the **Bank** to carry out **Transactions** on the **Account**.
 - 3.6. Submit the claims to the **Bank** during 7 (seven) calendar days since receipt of the **Statement**. In case of non-receipt of the claim from the **Customer** within 7 (seven) calendar days since receipt of the **Statement**, the accuracy of information existing in the **Statement** will be deemed to be confirmed.
4. The **Customer** shall:
 - 4.1. In case of an erroneous payment into the **Account**, upon the **Bank's** or the Owner's request, return such amount in the shortest reasonable time to the Owner.
 - 4.2. Return to the **Bank's Account** the amounts enrolled erroneously and In case of the usage of enrolled erroneously amounts to the **Account** (in full or partially), the **Customer** will be obliged to pay the **Bank** a penalty on a daily basis up to the moment of fulfilling the obligations stipulated by this sub-paragraph in full and properly per each outstanding day (whether full or short day) equal to 0.5 % of the used amount.
 - 4.3. Always have the sufficient amount on the **Account** in order to carry out **Operations** and paying **Commission fees**.
5. The **Bank**, at its own discretion and without the **Customer's** additional consent and acceptance is authorized to:
 - 5.1. Use temporarily funds available on the **Account** as a credit resource;
 - 5.2. Suspend and/or refuse to carry out the **Transaction** if there will be insufficient free funds (available for the **Bank**) to make payment If by the moment of conducting the **Transaction** ;
 - 5.3. Change the type of the **Account** in order to meet the **Legislative** requirements in full and properly;
 - 5.4. Close the **Account** by sending notification at least 14 (fourteen) calendar days prior to the **Customer**, in case of breaching **Terms and Conditions** of the **Agreement**;
 - 5.5. Write off the amounts enrolled erroneously on the **Account** by any reason and by any person.
 - 5.6. In case of enrolling/depositing the amount erroneously on the **Account** by **Third Party** : a) block the aforesaid amount before the dispute between the **Customer** and the **Third Party** comes to end and/or b) write off the amount from the **Account** enrolled erroneously and return to the corresponding **Third Party**.
 - 5.7. Close the **Account** and/or suspend/terminate any **Transaction** on the **Account** if the **Bank** considers that the **Account** is being used for illegal purposes and/or the **Bank** regulations and policy restrict existence of the **Account** and/or carrying out any **Transactions** on it.
 - 5.8. Write off any types of commission fees According to the current tariffs existing in the **Bank**, as well as payments defined by the **Legislation** from the **account** without acceptance.
 - 5.9. Decline any payment on the **Account** and request from the **Customer** to close the **Account**.
 - 5.10. Close an **Account** without giving prior notice to the **Customer**, if:
 - 5.10.1. The **Account** is opened by the **Bank** erroneously.
 - 5.10.2. The **Account** was connected with any type of **Bank Products** and the corresponding **Bank product** is not active any more for any reason or the **Customer** does not use mentioned **Bank Product**.

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- 5.10.3. No money turnover is fixed on the **Account** during last 6 (six) months the;
- 5.10.4. The **Account** service fee is not paid/covered for the last 6 (six) months;
- 5.11. Close an **Account** as defined by the **sub-paragraphs 5.10.2; 5.10.3** and **5.10.4** only if all bellow-mentioned conditions are applied:
 - 5.11.1. There is no cash balance on an **Account** and **overdraft / unauthorized overdraft** is not allowed/created;
 - 5.11.2. Any kind of **Bank** credit is not connected to the **Account** (provision defined by this paragraph will not apply to **overdraft**);
 - 5.11.3. The validity period for all **Account**-related **Cards**, including an **Additional Card**, is expired for at least 1 (one) month. In addition, if the **Account**-related card(s) is a credit type (a card(s) with credit spending limits) thereof the validity period must be expired for at least 6 (six) months.
6. The **Bank** is obliged to:
 - 6.1. Open an **Account** for the **Customer** within 1 (one) **banking day** since submitting required documents defined by the **Legislation** and the **Bank**.
 - 6.2. Transfer amounts to the **Account** in a timely manner;
 - 6.3. Transfer corresponding amount from the **Account** according payment **Instruction** submitted by the **Customer** in compliance with the provisions set out by the **Agreement**.
 - 6.4. Write off the corresponding amount according to **Customer's Instruction** and also without the **Instruction** in cases stipulated by the **Legislation** and the **Agreement** –from the **Customer's Account** to pay to the **Third Parties** (as well as the **Bank**) **Account**.
 - 6.5. Receive cash from the **Customer** for depositing on the **Account** and/or pay cash from the **Account** to the **Customer**.
 - 6.6. Issue a bank **statement** upon **Customer's** request.
7. **Account** closure provisions set out by the **sub-paragraph 5.10** of this **Annex** shall apply to all types of **Accounts** regardless of how this issue is regulated by the agreement/document has been signed/to be signed by the **Bank** and the **Customer**, unless otherwise this agreement/document does not contain a specific reference that **Account** closure provisions set out by the agreement/document shall prevail the provisions stipulated by this **Annex**.
8. The **Customer** shall pay service fee monthly for only one **Account**, according to the **Account** type, in case of usage **single currency Account** as well as of **multi-currency Account**.
9. The **Account** details will be given to the **Customer** in order to carry out **transactions**.
10. If the **Bank** will deem that the **Customer** has to close the **Account**, written request will be sent to the **Customer**, in which certain period will be indicated for the **Customer** close the **Account**. If the **Customer** will not close the **Account**, since the expiration of mentioned period, the **Bank** will be authorized not to receive payments on the **Account** (except of payments which are required to cover the debt on the **Account**) and return the balance existed on the **Account** to the **Customer**.
11. The **Customer** is authorized at any time to request closing **Account** from the **Bank**, in writing or in electronic form. In case of requesting the closure of the **Account** electronically, the **Bank** is authorized to request a **Customer** to provide a written request on closing of the **Account** as well.
12. It is impermissible to close the **Customer's** last **Account** opened in the national currency while the **Customer** has a bank **Account** in foreign currency.
13. It is impermissible to close the **Account** if it is a serving **Account** for the active credit.
14. In case the **Customer** requests to close the **Account**, while by the moment of closing the **Account** there is certain amount placed on it, the **Customer** shall withdraw the mentioned amount from the **Account** prior to its closure and/or transfer it to another **Account** or the **Third Party's** bank account;
15. In case the **Bank** closes the **Account** without the **Customer's** consent and by the moment of closing the **Account** certain amount is placed, the **Bank** transfers such amount to another **Account**, but if the **Customer** has another active **Account**, the amount on the **Account** to be closed will be deposited according to the rule defined by the **Legislation**.
16. In case of closing all **Universal Accounts** opened by the **Customer** with the **Bank**, the **Bank** is entitled to deactivate all types of **Remote Bank Services** for the **Customer** regardless of the fact **Customer** will have the **Standard Current Account(s)** in the **Bank** or not.

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17. The **Customer** authorizes the **Bank** to accept and act in compliance with the **Customer's Instructions** delivered by the **Customer** to the **Bank** in writing, by phone, electronic means, remotely or in other form acceptable by the **Bank**. In case when the **Customer's Instruction** are not fulfilled in writing, namely is not signed by the **Customer**, the **Bank** is entitled to accept and perform it if the security procedure established at the **Bank** are met.
18. Writing off amounts corresponding to payments performed through ATM or fast deposit services (if and when it is available) from **Account(s)** shall not be started until the **Next Banking** day of **operation**.
19. The **Customer** shall be responsible for all **Transactions** performed on the **Account** before or after its closure.
20. Only GEL / USD / Euro / BP can be tied to the **Universal Accounts**. GEL is automatically defined as a main currency of the **Universal Account**. The **Customer** has an opportunity, on the basis of an application, to choose other main currency of the **Universal Account**. In case of changing the main currency, the **Bank** will not perform transactions on this **Account** on the day of submission of the **Customer's** request on the aforesaid change to the **Bank**.
21. **Transaction**, first of all, will be performed from the **Account** of the currency corresponding to this **transaction**. In case there are not sufficient funds on this **Account**, necessary part of the amount will be initially written off from the main account and then from other account(s) in following sequence: GEL, USD, Euro and BP.
22. **Conversion** to the **Current Account** will be performed in accordance with commercial rate established by the **Bank** by the end of the **Banking Day**, if the conversion is made in the currency stipulated by the paragraph 20 of this **Annex**. In other cases, the conversion will be performed with +2% margin.
23. In case of allowing an **Overdraft** to the **Universal Account**, two method of **Overdraft** coverage may be applied:
 - 23.1. Priority of balance;
 - 23.2. Priority of **Overdrafts**;
24. In case the **Overdraft** coverage method is not chosen by the **Customer's Application**, balance priority method will be automatically indicated.
25. In case of deposit priority, if there are not sufficient funds in **Overdraft** currency on the **Account** for covering the **Overdraft**, **Overdraft** debt will be covered automatically, on daily basis, from other currencies of the **Universal Account**.
26. In case of **Overdrafts** priority, if there are not sufficient funds in **Overdraft** currency on the **Account** for covering the **Overdraft**, **Overdraft** debt will not be covered automatically from funds in other currencies. **Overdraft** debt will be covered on a day of repayment the **Overdraft** in full.