

Annex №3 to the Bank Service Agreement – Automatic Payments

1. By means of the **Automatic Payments**, the **Customer** shall be entitled to order the **Bank** to transfer a funds from the **Current Account** to the bank account of the **Recipient** (and/or to the **Recipient's provider**) for the whole term of the **Automatic Payments**, in accordance with terms of the **Application**.
2. The execution of the **Automatic Payment** shall depend on the availability of the relevant funds in the **Account (s)** specified in the **Application**.
3. The **Account** for the execution of the **order** may be 1 (one) main and 2 (two) additional **Current Accounts**. Additional **Current Accounts** are used to replenish the main **Current Account** in accordance with the terms and priorities specified in the **Application** and this **Annex**.
4. only the **Universal Current Account** in which GEL is activated shall be specified as the main **Current Account**.
5. If the **Universal Current Account** is selected for the purpose of the execution of the **Order** the multicurrency limit of the **Universal Current Account** shall be taken into account. The funds from the **Universal Current Account** shall be cut off in the following order: GEL, US dollars, EUR, GBP.
6. First the **Order** shall be executed from the first priority **Current Account** but if the funds in said account are insufficient the funds shall first be transferred from the next priority **Current Account** to the first priority **Current Account** and only afterwards shall the **Order** be executed.
7. If the funds in main **Current Account** (both in GEL and foreign currency) are insufficient the required part of the funds shall be charged from the additional **Current Account** under the **Application**, as prioritized by the **Application** or the **Bank**.
8. If for some reason, any of the **Current Accounts** (both main and additional) under the **Application** is closed, and/or it is/they are inapplicable under the **Legislation** and/or in accordance with the rules and procedures established by the **Bank**, on the priority list such **Current Account** shall be replaced with the next **Current Account**. If the first priority **Current Account** is closed, the next **Current Account** must satisfy the conditions of the first priority **Current Account**, otherwise, the third priority **Current Account** shall take place of the first priority **Current Account** if it meets the relevant first priority **Current Account**.
9. The **Order** shall not be executed and/or the relevant funds from the other **Accounts** shall not be transferred until the next due date, if the determined minimum balance in the main **Account** is unavailable on the day of the execution of the **Order**.
10. The **Customer** shall select an **Account** for the execution of the **Order**, but when the **Customer** gives the **Bank** several **Orders** at a time a single common **Account** may be selected for all of them.
11. If the **Order** or a part thereof is executed by the foreign currency on the **Current Account** under the **Application**, the conversion of the money shall be made in accordance with the commercial exchange rate established by the **Bank** and fixed at the time of execution of this **Order**. The converted funds shall be transferred to the first priority **Current Account** in GEL and only afterwards the **Order** be executed.
12. The amount of the allowed **Overdraft** on the **Current Account**, corresponding established minimum balance and the relevant funds of banking operations, not reflected at the current moment on the **Account** shall be considered as an applicable amount for the **Order** execution.
13. The **Order** shall not be executed if the limit of the minimum balance established on the first priority **Current Account** is violated.

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14. The **Customer** is entitled to define the priority of the **Order** under the relevant **Application** according to which the **Bank** starts the sequence of initiating an attempt of the **Order** execution on the same account and the same date.
15. In case of several **Orders** issued by the **Customer** on the same billing day (although, the **Parties** approve, that the day of the **Order** execution may fall on calendar day or non-banking day and it is determined in accordance with the rules and procedures stated by the **Bank**), an **Order** of the lowest priority shall still be fulfilled, if funds available on the Account were not sufficient for the fulfillment of the higher priority **Order**, but were sufficient for the lower priority **Order**;
16. The **Order** even if there are sufficient funds for the high priority **Current Account**, may be executed from the lower priority **Current Account**, for the technical reasons.
17. The **Customer** is entitled to:
 - 17.1. Select a fixed or changeable billing date:
 - 17.1.1. In case of selecting a fixed date, the **Order** shall be executed on the date under the **Application**;
 - 17.1.2. In case of selecting a changeable billing date, the **Order** shall be executed on the base of the information provided by the **Recipient**.
 - 17.2. Select the fixed or changeable funds for the **Order** execution:
 - 17.2.1. In case of selecting a fixed funds - the **Order** shall be executed within the funds under the **Application**;
 - 17.2.2. In case of selecting a changeable funds, the **Order** shall be executed within the funds provided by the **Recipient**.
 - 17.3. Determine the maximum funds for the execution of each **Order**. Also determine whether to execute the **Order** if the amount of debt exceeds the maximum funds for the **Order** execution or select the execution of the **Order** within the maximum amount for the **Order** execution.
 - 17.4. Select the payment frequency (the period of time after which the **Order** shall be executed repeatedly) in case of selecting a fixed execution date of the **Order**. in case of selecting a changeable date, the frequency of payment shall be determined on the based of the information provided by the **Rrecipient**.
- 17.5. Make changes to the **order**, if the **Customer** has no obligation for the Commission fee payment.
18. Notwithstanding the fact of number of **Orders** given to the **Bank** by the **Customer** under the **Automatic Payment**, the **Customer** shall pay only a **Commission fee** for the **Automatic Payment**. Also the **Commission fee** shall be charged for the past month even in cases, if the **Customer** did not use the active **Automatic Payment** service for the said month by whatsoever reason.
19. The **Customer** undertakes to pay the **Commission Fee** accumulated from the date of the **Automatic Payment** service termination up to the date of its activation, in case of activation of deactivated **Automatic Payment** service.
20. The **Bank** is entitled to cease the **Automatic Payment** service for the **Customer** without any notification if:
 - 20.1. The **Customer** has failed to pay the **Commission Fee** for the **Automatic Payment** service for the past consecutive 6 (six) months.
 - 20.2. The **accounts** from which the **order** shall be executed have been closed.
 - 20.3. The validity of the **Card** expired and **Accounts** from which the **Order** was to be executed became inactive.
21. The **Bank** is entitled to send the information on the execution of the **Order** to the **Customer's Financial Number** by SMS only once. The **Bank** shall bear no responsibility if the SMS is not received on the **Customer's Financial Number** by whatsoever reason.

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22. The **Customer** is responsible to inform the **Bank** on the change/deactivation of his/her **Financial number** stated by the relevant **Application**.
23. If the **Order** have not been executed on a fixed execution date provided by the **Application**, or on the date provided by the **Recipient** if there is a changeable execution date, the attempt of its execution shall be repeated in compliance with the rules and procedures established by the **Bank**.
24. If there is determined a fixed amount for the **Order** execution under the **Application**, the current payment shall be transferred to the **Recipient** for each case and a part of the outstanding **Order** shall not be taken into account.