

Salary Program Terms of Service for PrivatBank Customers

- 1.1. Based on the Customer's Order, the Bank shall provide the Salary Program Service – the amount payable under the current labor contract (hereinafter – the Amount) shall be transferred from the Customer's Account indicated in the Order to the respective multi-currency accounts (hereinafter – the Salary Accounts) opened in the Bank for the Employees subject to the terms approved by the Bank – (hereinafter – the Salary Program)
- 1.2. The Bank shall prepare plastic cards (hereinafter – the Cards) and open related respective multi-currency accounts based on the Customer's application.
- 1.3. In requesting the opening of the Salary Accounts and preparation of the Cards for Employees, the Customer shall submit such request to the Bank in writing within not later than 3 (three) Bank Days prior to presenting to the Bank a request for crediting the Amount; upon making each such request, electronically submit (inter alia, by means of a portable memory card) to the Bank the list of the Employees, for whom the Salary Accounts are to be opened and the Cards related to the Salary Program are to be prepared by the Bank. However, in the event of any discrepancy between the list submitted electronically and that submitted in writing, the list submitted electronically shall prevail. If the Card is damaged or lost or expires, the request for the preparation of the new Card in the place of a damaged or lost or expired Card shall be submitted by the Customer to the Bank according to this rule.
- 1.4. Within 1 (one) Bank Day after the Customer submits the list of the Employees, the Bank shall ensure the identification of the relevant Employees.
- 1.5. Before submitting the request for the opening of the Salary Accounts and preparation of the Cards for Employees, the Customer shall communicate and provide the Bank Service Terms of the Bank in full to the Employees indicated in such request.
- 1.6. Based on a deed of acceptance signed between the Parties within 7 (seven) Bank Days from each application, the Customer shall receive from the Bank: a) the respective applications along with any other documents related to them and make sure that the Employees indicated in such request personally fill in and sign the said applications along with the documents related to them; b) the Cards prepared based on the applications and the respective documents related to them filled in and signed by the Employees (together with the respective sealed envelopes containing the Card PIN) and hand them over to the respective Employees.
- 1.7. Return to the Bank, within 7 (seven) Bank Days after obtaining the documents referred to in Paragraph 1.4, the filled in application and the documents related to it based on a deed of acceptance, upon which the Bank shall activate the Cards indicated in the returned application.
- 1.8. Submit the request for transferring the Amount to the Salary Accounts for the Employees in writing as well as electronically (inter alia, by means of a portable memory card) in the form defined by the Bank (hereinafter – the Payroll). In the event of any discrepancy between the Payroll submitted electronically and that submitted in writing, the Payroll submitted electronically shall prevail. If the Customer uses the Bank's remote service I-Bank (hereinafter – the I-Bank), the Customer may submit, via the I-Bank, the request for transferring the Amount to the Salary Accounts for the Employees, subject to the terms and conditions stipulated by the procedures applicable in the Bank, in which case the Customer is not required to submit the Payroll to the Bank in writing. However, if the Amount to the Salary Accounts of the Employees is transferred by the Third Persons pursuant to the rules defined by Law, the Customer is not required to submit to the Bank any document related to such transfer and the relevant Third Person shall be fully responsible for performing the relevant transfer order.
- 1.9. When the Payroll is submitted to the Bank, there must be an amount indicated in the Payroll on the Account indicated in the Payroll. If there is no sufficient amount on the relevant Account, the Bank shall not perform the order for transferring the Amount to the Salary Accounts of the Employees.
- 1.10. The Customer shall pay the Salary Program fee (if any) or/and any other charge defined in the Bank Terms.
- 1.11. Transfer the Amount for the Employees directly or through the Third Person only to the respective Salary Accounts opened in the Bank. However, if the labour contract with the Employees ends, the Amount starts transferring for the Employees in another bank or financial institution or the transfer of the Amount to the Salary Accounts opened in the Bank terminates for any other reason, give the Bank a 3 (three) Bank Days prior written notice thereon.
- 1.12. The Employee may apply to any service center of the Bank with a request for opening the Salary Account and preparing the Card (hereinafter – the Individual Request). When making the Individual Request, each Employee shall present to the service center of the Bank an ID and the document signed by the Customer's authorized representative (hereinafter – the Document) that: a) indicates the relevant Employee's: a.a) first name and last name; a.b) ID details, including personal number; b) evidences that the relevant Employee is in a labour relationship with the Employer. However, the Bank may contact the Customer to demand that the Customer adjust the Document and present the new one. If the Individual Request made by the Employee(s) is for the preparation of the new Card in the place of a

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- damaged or lost or expired Card and in the 30 (thirty) calendar days preceding such request the Customer transferred the Amount to the Salary Account of the requesting Employee(s), it is not required to present the Document to the Bank. Notwithstanding the above, the Bank may request the presentation of the Document (by the relevant Employee(s)) in each particular case.
- 1.13. The Customer may request, for the Employees already holding the plastic cards issued by the Bank (hereinafter – the Existing Cards) the transfer of the Amount, subject to the Terms and Conditions Agreed upon with the Bank to the Existing Cards and the application of the Terms and Conditions Agreed upon with the Bank to the Existing Cards.
- 1.14. The Bank may:
- 1.14.1. In the event of any discrepancy in the Payroll between the Employee’s last name or/and first name and the Salary Account number, attach priority, in performing the order relating to the transfer of the Amount, to the Employee’s Salary Account number indicated in the Payroll or not perform the particular order having such discrepancy.
- 1.14.2. In detecting any illegally performed transactions (determined at the Bank’s discretion), immediately, unconditionally and at its sole discretion block the Card that shall not constitute the breach of any obligation on the part of the Bank.
- 1.14.3. Based on the terms and conditions defined by law, refuse to prepare the Cards or/and open the Salary Accounts for the Employees.
- 1.14.4. If the labour contract with the Employees ends, the Amount starts transferring for the Employees in another bank or financial institution or the transfer of the Amount to the Salary Accounts opened in the Bank terminates for any other reason, at any time after receipt of the notice, deliver the service to the Employees indicated in the notice at the standard rates applicable in the Bank.
- 1.14.5. Terminate the Salary Program immediately, at its sole discretion, without any prior or further approval or acceptance from the Customer if within 3 (three) accounting months from the merger of JSC PrivatBank with JSC Bank of Georgia the Customer does not request the opening of the Salary Accounts and preparation of the Cards for the Employees or/and does not transfer the Amount for the Employees.
- 1.14.6. Charge off, at its sole discretion, without any prior or further approval or acceptance from the Customer, any Account of the Customer with the Bank any outstanding fee for the preparation of the Cards, within 90 (ninety) calendar days from the preparation of which the Customer or/and its relevant Employee did not receive the Cards from the Bank. However, in exercising the rights indicated in Paragraph 1.14.7, the preparation fee shall be charged off in consideration of the standard fee approved in the Bank for the preparation of the Cards by the moment of each particular charge off.
- 1.14.7. Cancel the Cards indicated in Paragraph 1.14.6 at its sole discretion, without any prior or further approval or acceptance from the Customer and close the Card-related Salary Accounts under the terms and conditions applicable in the Bank at the moment of cancellation or apply the standard fees applicable in the Bank to such Accounts and the Salary Accounts related to them.
- 1.14.8. Salary Program Terms for “Universal Salary Card” is determined by Annex №15 – Universal Salary Card Standard Terms and Conditions.

Privileged Employee Service Charges (valid for one year from the merger)

Name of fee	Amount of fee
Preparation of the Salary Card	free
Annual Salary Card service charge	free
Salary Card related account service charge	free
Opening the Salary Card related account	free
Minimum balance on the Salary Card related account	N/A
Fee for payment transactions in trade/service outlets	0
Cash withdrawal fee at the ATMs of Bank of Georgia:	0

