

General Terms and Conditions for Account Maintenance

These Terms and Conditions shall apply to provision of banking services by VTB Bank (Georgia) JSC (hereinafter the “Bank”), to the Customer being the natural person (hereinafter the “Customer” or “Account Holder”), including opening of a bank account \ purchase of banking products and service packages and the procedure of granting various services related to the accounts\ banking products and service packages.

1. General Regulations

- 1.1. The Bank shall open bank account(s) for the Customer, provide bank services thereto in the manner stipulated by the Terms and Condition herein and applicable legislation.
- 1.2. Bank services related to the bank account shall be provided and such services shall be regulated under these Terms and Conditions based on the intention of the Customer to receive such services formulated in the form of a relevant Application.
- 1.3. Expression of Customer’s intention will also imply selection of banking products and service packages, which cover the specific banking services.
- 1.4. The client agrees upon to open other accounts with the Bank afterwards remotely, on basis of the application submitted by telephone, via internet-bank or by other informational and telecommunication means (*addendum-31.03.2014*).

2. General Terms and Conditions for settlement\ current accounts

- 2.1. The Bank shall transfer funds from the account subject to the balance remaining (excl. irreducible balance) / within the credit limit on such account.
- 2.2. The Bank shall execute funds transfer orders of the Customer within 2 (two) banking days after receipt of such order, except as otherwise provided by the Law.
- 2.3. A statement of all transactions carried out on the Customer ‘s account shall be issued at the request of the Customer not later than 2 (two) banking days after such request has been made.
- 2.4. The Bank shall not be responsible for delays in provision of settlement or cash services, unless such delays have been caused by the Bank.

The Bank shall be entitled to:

- 2.5. Use the funds existing on the account provided that the Customer shall not be hampered to use such funds for his\her own purposes.
- 2.6. Close the account in case the Customer violates terms and conditions herein.

The Client shall be entitled to:

- 2.7. Instruct the Bank to carry out such operations on the Customer’s account that are not prohibited by the law.
- 2.8. In accordance with the effective legislation withdraw the payment related documents submitted to the Bank, until his\her payment order has been executed.

The Bank shall be obliged to

- 2.9. Accept and promptly credit to the account funds received via bank transfer or in cash.
- 2.10. Execute the Customer’s transfer orders or cash payout from the Clients’ account.

- 2.11. Write off relevant amounts by the Customer's order or without such order in cases stipulated by legislation or by the Agreement concluded with the Bank, and carry out other transactions on the Customer's account in accordance with the effective legislation.
- 2.12. Recover damages the Customer sustained as a result of failure of the Bank to execute settlement documents presented during the day under the terms and conditions herein in case of sufficiency of funds on the Customer's account, if the damaged has been caused by the Bank.

The Client shall be obliged to:

- 2.13. If funds are credited to the account by mistake, immediately notify the Bank of the error.

3. Bank Card Service Terms and Conditions

- 3.1. Bank cards (hereinafter the "Card") shall be issued to the bank cardholder not later than 4 (four) banking days after deposition of the card service fee and minimum irreducible balance.
- 3.2. The Customer shall receive a card and PIN code in a sealed envelope.
- 3.3. If the cardholder forgets \ loses his PIN, a new card and PIN shall be issued to the Customer after he\she pays card return and service fee (if available).
- 3.4. If a wrong PIN is entered at ATM three consecutive times, the ATM may retain the card. In such case the card may be returned to the cardholder within three banking days, if the Bank's outlet is located in the same region\ town and the cardholder wishes to receive his\her card in this outlet. If the card has been retained by another bank's ATM, the cardholder should address the Bank to get his card back. If the card is retained in non-correspondent bank's ATM, cardholder shall be imposed ATM withholding fine and card recovery fee.
- 3.5. The card may be used by the cardholder only. The cardholder may not give the card or disclose its PIN to the third person.
- 3.6. The card shall remain valid up to and including the last date of the month of the period (month, year) indicated on its surface.
- 3.7. The Bank shall open a card account (hereinafter "CA") for transactions carried out using the card or its details.
- 3.8. CA may be disposed within the limits set by the Bank.
- 3.9. In the event of unauthorized overdraft of CA, the Bank shall inform the Account holder about the debt repayment (in a manner convenient for the Bank: by phone (SMS), e-mail, in hard-copy form). Outstanding amount shall be repaid within 7 (seven) banking days after the notification has been made.
- 3.10. Penalty for unauthorized overdraft shall be charged at the rate effective in Bank on the date of overdraft generation.
- 3.11. If the repayment deadline stipulated in Article 3.9 is not met, the card (the principal and supplementary) will be blocked (will be placed in local stop-list, in some cases at the discretion of the Bank – in international stop-list). The card holder shall have to pay the stop list placement fee.
- 3.12. In the event the Customer requests to close his CA (annul the card), the funds on CA shall be returned within 45 (forty-five) banking days of return of the card, in case of the failure to return the card – within 45 (forty-five) banking days of card expiration date.
- 3.13. In case CA is closed, the card maintenance fee shall not be returned to the Customer.
- 3.14. In the event the account holder requests to close CA, the account holder shall be responsible for any CA transaction.
- 3.15. If transactions are performed using cards or bank requisites, conversion shall be done at VTB Bank exchange rate applicable for the date of writing off \ crediting of funds from\to CA, in case of performing operations outside the bank system – at the exchange rate applicable to the international payment system for the date of transaction.
- 3.16. The Bank shall not be liable for failure to withdraw cash using the card in outlets outside the Bank system, if this failure is cause by reasons beyond the Bank.
- 3.17. The Bank shall bear no responsibility for the legality of operations performed with the use of the card or its details.

- 3.18. If the card is not required by the Customer within 2 (two) months of its production, the card shall be cancelled. The card maintenance fee shall not be returned to the Customer, and amount in CA shall be refunded within two days of demand.
- 3.19. In the event a new card is issued upon the Customer's request, the old card shall be returned to the Bank and the Customer shall pay card renewal fee.

The Bank shall be entitled to:

- 3.20. During the period of validity of the card replace it with the new one after 15 (fifteen) days of giving notice to the Customer.
- 3.21. Refuse to change the daily cash limit.
- 3.22. Block or retain card in case the Customer violates terms and conditions of card maintenance.
- 3.23. Abolish the right of account holder to enjoy preferential tariffs under the salary project, if the account holder is no longer involved in the salary project, and provide service at standard rates.

The Bank shall be obliged:

- 3.24. Provide the account holder with the statement of CA transactions.

The account holder shall be entitled to:

- 3.25. Protest in writing transactions performed with the use of a card or its details within 30 (thirty) calendar days of the date of the transaction. In the event of failure to protest in writing, the transaction shall be deemed confirmed and should not be protested.
- 3.26. The account holder agrees that in case he protests transactions performed by him within the international system, the Bank shall be entitled to study protested transaction within 180 days of the protest.

The account holder shall be obliged to:

- 3.27. If the minimum irreducible balance (if available) of CA is used up (reduced), the account holder shall pay it off within 30 (thirty) banking days of the notification by the Bank, or demand to close CA. Otherwise the Bank shall block the card (the principal and supplementary), (will be placed in local stop list, in some cases, at the bank's discretion- in international stop list. The account holder shall have to pay the stop list placement fee.
- 3.28. If the account holder requests to close CA, he shall return the card to the Bank upon submitting the application for closing an account.
- 3.29. In case the Bank replaces the card, the account holder shall return the card within 14 (fourteen) days of the notification.

How to act in case the card is lost :

- 3.30. In case the card is lost the Customer shall notify the Bank thereof immediately by phone +995 (32)224 24 24, +995 (32) 2505 505, +995 (32) 2505-506 .
- 3.31. The Bank shall place the card in local stop list after it receives telephone notification accompanied by identity data or\ and call service PIN.
- 3.32. The Customer shall have to pay the stop list placement fee. The Bank shall issue a new card after the receipt of the application and repayment of commission fee.
- 3.33. The Customer shall be entitled to block the card via the remote banking services.
- 3.34. The Bank shall not be liable for CA transactions performed before the notification of the loss of the card and placement in local stop list.
- 3.35. The Bank is relieved from responsibility for the blocking of the card if it results from the false phone call.
- 3.36. If a lost card is found, it should be returned to the Bank.

Issue of supplement card:

- 3.37. The Customer shall be entitled to issue supplement card. Supplement cards shall not be issued by underage persons, except for married underage persons.
- 3.38. The card may be issued to the persons under age 14, if they have ID card, passport or residence certificate.
- 3.39. The principal cardholder shall bear sole responsibility for operations performed on CA using supplementary card or its details.
- 3.40. Once the principal card is blocked the supplementary one shall be automatically blocked if unauthorized overdraft is generated, the minimum irreducible balance is used up (reduced), indebtedness occurred at the time the card is overdrawn.
- 3.41. Supplementary card may be blocked by both principal and supplement cardholder according to the terms and conditions hereof. Principle cardholder may demand blocking of supplementary card for any reason.
- 3.42. Principal card terms and conditions shall be applied to supplementary cards. Supplementary cardholder shall be entitled to receive information about operations performed on CA.
- 3.43. Not more than five supplementary cards may be issued with respect to one card.

4. Call Service

- 4.1. The parties confirm that transactions performed on the basis of the Customer's phone call (hereinafter the "Call Service") and a paper documents, signed by the person entitled to dispose the account, have equal legal force.
- 4.2. Terms and conditions herein shall apply to Customer's all current accounts (incl. card account) with the Bank.
- 4.3. Call service enables the Customer to carry out the following banking transactions (i) obtain account information (ii) non- cash conversion carried out on personal accounts (iii) transfers between his personal accounts (iv) transfers to other Customers' accounts within the bank system. (v) utility payments.
- 4.4. Once the Customer makes the phone call to access call service, the Customer shall be obliged to name his PIN on the Bank's request.
- 4.5. The parties hereto agree that PIN is the only way to Customer identification.
- 4.6. If the Customer names the correct PIN, the Bank shall receive the Customer's oral order to carry out transactions.
- 4.7. The Bank shall draw up a document in ODB in order to guarantee the execution of the order assigned to it.
- 4.8. If a wrong PIN is entered by the Customer three consecutive times, the PIN shall be blocked and the Customer must visit the Bank's outlet to get a new PIN.

The Bank shall be entitled to:

- 4.9. Refuse to carry out call service based on the Customer's call without giving grounds for this.
- 4.10. Set limits on call service certain transactions unilaterally.

The Bank shall be obliged to:

- 4.11. Revoke access to call service on Customer's demand.
- 4.12. Provide record and keeping of Customer's calls
- 4.13. In case the Bank fails to perform call service transaction, promptly notify the Customer.

The Customer shall be obliged to:

- 4.14. Provide safekeeping of his PIN and make it inaccessible to the third persons, otherwise the Bank shall have no liability whatsoever for any consequences.
- 4.15. Provide comprehensive details required for implementation of call service transactions.

The Customer shall be entitled to:

- 4.16. The Customer may at any time disclaim his right to receive call service from the Bank.

- 4.17. The bank shall bear no responsibility for the result of transactions carried out on the basis of wrong data provided by the Customer.
- 4.18. Protest call service transaction in no more than 60 days.

5. Conditions of mobile bank usage (*Addendum – 23.06.2014*)

- 5.1 These conditions regulate Client's and Bank's rights and liabilities due to the usage of the mobile bank by the Client.
- 5.2 By means of mobile bank the Client has the ability to carry out different banking operations in the manner prescribed by these conditions and taking into account the restrictions.
- 5.3 These conditions in regard to the Client come into effect after the Client installs the mobile bank software to the device with Internet connection and receives the user name and password.
The list of banking operations, which can be carried out by means of mobile bank, the rule of their implementation/restrictions and preconditions are posted on the Bank's website http://en.vtb.ge/personal/banking/mobile/instruction_eng.pdf. The specified document (hereinafter "Mobile bank Manual") is the substantial integral part of the present conditions.
- 5.4 The Client knows that the scope and types of banking operations are restricted in accordance with Instruction of mobile bank usage, and for execution of some operations the Client should use one-time authorization/confirmation code, which will be sent to the phone number provided by him to the Bank.
- 5.5 The Bank disclaims liability if any operation was not executed or was carried out illegally (without authorization) due to a Client's fault, particularly, he didn't observe the rules stipulated by the Instruction of mobile bank usage, didn't ensure the accessibility of communication means (mobile phone is switched off, the device on which the mobile bank program is installed doesn't has the Internet connection), the status of the account or the balance cannot ensure the execution of operation, or there was unauthorized usage of: user name and/or password, mobile bank software, phone number, communication means submitted by the Client, data and/or device on which the mobile bank program is installed.
- 5.6 One-time authorization/confirmation code stipulated by the Instruction of mobile bank usage will be sent to the phone number specified by the Client.
- 5.7 Cost of bank service for operations carried out by means of mobile bank is determined by the tariffs.
- 5.8 In case of opening of an account by means of mobile bank by the Client, the rights and liabilities of the Parties are regulated by the general conditions of servicing of operating/current account or bank card service conditions.
- 5.9 The Client knows and confirms that any operations carried out by means of mobile bank are considered to be a manifestation of his will having a legal force with related legal consequences. Electronic notes on operations carried out by means of mobile bank have the legal force and can be used as evidence.
- 5.10 The Client knows and agrees that if within any other bank service he states about the changing of his phone number, this change will be used for the purposes of mobile bank and the messages stipulated by these conditions will be sent to the Client to the newly fixed phone number.
- 5.11 The Bank is not responsible for results of operation carried out on the basis of incorrect, incomplete or erroneous data.
- 5.12 The Client is obliged:
 - 5.13.1 To change the password immediately after entering the program.
 - 5.13.2 Not to transmit user name and password of the mobile bank and/or the device with installed mobile bank program to the third party.
 - 5.13.3 To inform the Bank about his intention to change the phone number in writing beforehand.
 - 5.13.4 In case of phone or password loss or in case of threat of unauthorized usage of mobile bank to inform the Bank about it immediately.
 - 5.13.5 To protest the transaction carried out by means of mobile bank not more than in 5 days.

- 5.14 The Bank is entitled:
- 5.14.1 To change the Instruction of mobile bank usage and/or these conditions unilaterally and post them in a modified form on the Bank's website.
 - 5.14.2 In case of program error to stop temporarily the feasibility of using of the mobile bank.
- 5.15 The Bank is obliged:
- 5.15.1 To cancel the mobile bank service on the Client's request.
 - 5.15.2 Immediately after receiving the message stipulated by clause 5.13.4 of these conditions to limit the right of mobile bank usage.

5.

6. General Terms and Conditions of Remote Banking Service

- 6.1. The parties hereto acknowledge and confirm that transactions carried out by the Bank via remote banking service and paper documents, signed by the person entitled to dispose the account, have equal legal force.
- 6.2. Remote banking service enables the Customer to carry out various types of banking transactions.

The Bank shall be entitled to:

- 6.3. Improve service, change its properties.
- 6.4. Set limits on the Customer's active transactions (transfers, conversion, etc.) unilaterally and set upper limit on the transactions (maximum amount of one-time transactions and total amount of transfers to be effected within the certain period, maximum number of transfers, currency of transfers , etc.).

The Bank shall be obliged to:

- 6.5. Once the Customer enters the remote banking system, ensure the availability of the Customer to the various remote banking services made available by the Bank.
- 6.6. Provide the Customer with personal ID code (Username) and password (Password) (hereinafter the "System requisites"), which enables the access to the remote banking service.
- 6.7. Provide security for transfer service with respect to dynamic codes sent via SMS.
- 6.8. Ensure the placement of information concerning the rules for remote banking services and service innovation on the web site of the Bank.

The Customer shall be entitled to:

- 6.9. The Customer may at any time disclaim his right to enjoy remote banking service by giving written notification to the Bank.
- 6.10. Carry our transactions via remote banking service in accordance with the Terms and Conditions herein.
- 6.11. Switch off transfer service independently.

The Customer shall be obliged to:

- 6.12. The Customer shall ensure safekeeping of the "System requisites". The Customer may change the password after its first login, while the ID code remains unchanged.
- 6.13. Change the password frequently (Password), keep secret and not disclose to the third persons the "System requisites".
- 6.14. Make sure that he visits the official website of the Bank and check the correctness of his data when entering the system.
- 6.15. Strictly observe terms and conditions provided herein for security of remote banking service, protect system requisites and dynamic codes from the third persons access.

Special Terms and Conditions:

- 6.16. The Bank shall accomplish the Customer's payment orders within and not later than 2 (two) banking days of receipt of the payment order, except as otherwise provided by law.
- 6.17. The Customer shall be obliged to use Internet employer's (browser) updated version, which provides 28 byte encryption of data. The bank shall not be liable for the transactions carried out in case the Customer violates security terms provided herein.
- 6.18. In the event the Bank terminates remote banking services, the Bank shall be obliged to inform the Customer by giving one week's prior notice to the Customer in a manner acceptable to the Bank.
- 6.19. The Bank shall be entitled unilaterally terminate provision of remote banking service to the Customer without prior notice, if within 3 months the Customer fails to pay service fee at the rates set out hereto.
- 6.20. The Bank shall bear no responsibility:
 - 6.20.1. If the failure to carry out transactions is caused due to technical fault of the Customer's hardware or circumstances beyond the Bank reasonable control.
 - 6.20.2. The Bank shall not be responsible for the outcome due to using of erroneous, incomplete or false data indicated in the application filled in by the Customer or\ and wrong requisites used when carrying out transfer operations via remote banking system.
 - 6.20.3. The Bank shall not be responsible for the outcome due to violation by the Customer of rules provided for by the terms and conditions herein.
 - 6.20.4. The Bank shall not be responsible for the outcome due to failure to comply with the Bank's recommendations hereof.

7. SMS Service General Terms and Conditions

- 7.1. Under the rules provided for by the terms and conditions herein, the Customer shall be entitled to enjoy SMS service that implies receipt of information indicated by the Customer in the relevant application.
- 7.2. SMS shall be sent to telephone number indicated in Application.
- 7.3. The Bank shall send information on an automatic or demand basis.
- 7.4. The Customer shall receive information on an automatic basis upon conducting the transaction.
- 7.5. Information received on demand basis shall comply with relevant code.
- 7.6. With the view of obtaining information on demand basis the Customer shall be obliged to send relevant code via SMS message to number 1505.
- 7.7. With the view of obtaining information about the codes the Customer shall be obliged to send code "?" via SMS message to number 1505.
- 7.8. SMS fee is set according to tariffs set by the appropriate mobile phone operator.
- 7.9. In order to obtain the service the Customer shall send SMS message from the phone number indicated in the application.
- 7.10. The Bank shall be entitled to deduct without acceptance service fee (if available) from Customer's current \card account.
- 7.11. The Bank shall be entitled to unilaterally change \set tariffs and notify the Customer of such act via SMS. If within 4 days on receipt of the notification the Customer does not inform about termination of SMS service, it shall imply the Customer's confirmation and consent with respect to the changes made.
- 7.12. The Bank shall terminate rendering SMS services if during 2 months period the Customer fails to pay service fee.
- 7.13. The Customer shall be obliged to inform the Bank about changes of telephone number indicated in Application.
- 7.14. The Bank is not liable for sending information to telephone number indicated in the Application, since the parties agree that this way of sending information is regarded as furnishing to Customer information of his personal account.

- 7.15. The Customer is directly responsible for security of information received on the phone number indicated in the Application.

8. The Rights and Obligations of the Parties

The Bank shall be entitled to:

- 8.1. Deduct from the account (incl.irreducible balance) without acceptance:
 - 8.1.1. Banking service fees upon performance of each transaction at the set rates.
 - 8.1.2. Fines\ commission charges\ penalties incurred to the Customer under the terms and conditions herein /any agreements concluded between the Bank and the Customer.
 - 8.1.3. The Customer's liabilities to the Bank based on the commitment relations.
 - 8.1.4. Erroneously transferred amounts and restore them on the appropriate account or transfer as assigned.
 - 8.1.5. International Payment systems and other servicing banks commission charges.
 - 8.1.6. The Bank's actual expenses related to the prevention of illegal use of the banking card (block, etc.).
- 8.2. Convert amount according to the VTB Bank (Georgia) commercial exchange rate if direct debit amount differs from the debt amount.
- 8.3. Terminate rendering services provided hereunder and close account if within 24 months the Customer fails to keep at the account the irreducible balance.
- 8.4. Close the account in cases stipulated by the existing regulations without notifying the Customer.
- 8.5. Unilaterally terminate service provided for by general terms and conditions for settlement\current account service or\and banking card service, so that the Customer will be able to receive such service other way, except for the cases stipulated by Clauses 2.6 or\and 7.3 or\and 7.4.
- 8.6. Set beforehand tariffs on certain banking product, when the Customer expressed his wish to use that product.
- 8.7. Demand payment of fines\ compensation for damages sustained as a result of use of amount wrongly credited to the account.
- 8.8. Make unilateral change of terms and conditions \ tariffs and place the changes on the Bank's website. After the changes made (incl. tariff changes) transactions carried out by the Customer implies the Customer's confirmation and consent with respect to the changes made.
- 8.9. The Bank has the right to inform a client about changes to these terms \tariffs by sending a message to the client's phone number or email address. The change enters into force from the moment of its sending. In such cases, it is not necessary to place the information about the changes on web-page of the Bank (*amendment - 31.03.2014*).
- 8.10. The Bank have the right to send promotional\informational messages without any content restrictions to the phone number or email address provided by client, during the term of the contract and after its expiry. The message can be sent by the Bank, or by the service company selected by the Bank. The Bank\ service company selected by the Bank has the right to inform client about the previously mentioned by telephone or other means of communication (*addendum - 31.03.2014*).

The Bank shall be obliged to:

- 8.11. To carry out transactions on the Customer account on timely basis, in compliance with the terms and conditions herein and in accordance with legislation in force.

The Customer shall be obliged to:

- 8.12. Furnish the Bank with information and documentation required for the banking operations
- 8.13. Furnish comprehensive personal information to the Bank
- 8.14. Send five banking days prior written notification to the Bank about change of any detail indicated in the application and submit document as confirmation thereof.
- 8.15. Carry out banking operations in compliance with terms and conditions herein and legislation in force.

8.16. The Customer undertakes to pay the Bank all applicable fees as set out in the tariffs.

9. Service Fees

- 9.1. Tariffs for banking service is set on the basis of tariffs applicable to the corresponding package.
- 9.2. The Bank shall be entitled to change service tariffs unilaterally and put the changes on the Bank's website.

10. Security of information

- 10.1. The Bank and the Customer undertake to treat information relating to the terms and conditions herein and other relations as confidential, provided that these restrictions shall not apply to:
 - information that is or becomes publicly available regardless of the Parties
 - information that may be obtained from other sources
 - information that shall be disclosed by the either party in accordance with the Law.
- 10.2. On the basis of these terms and conditions the Customer shall enable the Bank to disclose to CreditInfo Sakartvelo JSC. (registered on 14.02.2005 by Mtatsminda- Krtsanisi District Court , registration #06/5-51) any information positive and/or negative) relating to the Customer and obligations under these terms and conditions to enter to the database, after that the information may become publicly available to other persons, also obtain information about the Customer from the database.
- 10.3. The Customer shall enable the Bank to receive Customer-related information from Agency of State Service Development.
- 10.4. In case of violation of obligations under these terms and conditions in order to recover a debt from the client, the Customer enables the Bank to disclose information related to the Customer and obligations under these terms and conditions to the third party.
- 10.5. The Bank shall be entitled to disclose information on Customer's account to the Executive Office.
- 10.6. All disputes under this Agreement including those arising out of this Agreement or related to its termination or cancellation, issues related to authenticity and existence of arbitration clause shall be resolved by final and binding permanent Arbitration Dispute Review Center (hereinafter "DRC", ID code 204547348; legal address 71 Vazha-Pshavela, Block 4, 1 floor, www.drc-arbitration.ge). Under the stipulation that DRC's "Rules of Arbitration" (Regulation) is the integral part of the arbitration agreement, all issues stipulated by the Regulation, which may be otherwise settled by the Parties in accordance with Arbitration Act, including the issues regarding number of arbitrators, rules of their assignment and challenge, juridical security and arbitration procedures. The Parties hereto agree that DRC award on juridical security shall be subject to execution on the basis of enforcement order issued by Arbitration and do not require the juridical knowledge and enforcement.