

Cartu Bank

**Agreement on Conclusion/Acknowledgment  
of the Bank Product Service Contract**

Tbilisi

---- 2016

“Cartu Bank” JSC ----- service center (TIN: 204891652) (hereinafter “Bank”), represented by -----, the service center manager, on the one hand and on the grounds of this Agreement on Conclusion/Acknowledgment of the Bank Product Service Contract (hereinafter “Agreement”/”Act”) ----- (TIN: -----) (hereinafter “Customer”), represented by -----, on the other declare and agree on the following:

1. The customer shall confirm its wish to receive full package of the “Cartu Bank” products.
2. The customer shall confirm that prior to conclusion of the Bank Product Service Contract (hereinafter “Framework Contract”/”Bank Product Service Contract”), a proposal to execute the Banking Service Contract, receipt of the payment service under the Bank Product Service Contract, by means of the printed matter (a booklet, banner, the text of the Bank Product Service Draft Contract) available in the Bank facility, as well as its web-site and a Bank employee’s verbal information, the Bank communicated to it the main terms and specifics of the bank products, while the customer familiarized itself and, on its own free will, agreed with the information/data/terms /regulations/terms of the framework contract under section 2 of this Act and agrees to conclude the Bank Product Service Contract (framework contract) with the Bank/receive the service under the said contract, full text of which is published on the Bank web-site: [www.cartubank.ge](http://www.cartubank.ge) and displayed inside the Bank (its service center(s)).
3. The customer shall assume obligation to familiarize itself (on a monthly basis) with changes to the Bank Product Service Contract/service fee by means of its standard sample published on the Bank web-site: [www.cartubank.ge](http://www.cartubank.ge) or/and displayed inside the Bank (its service center(s)).

4. By 1 (one) month prior publication on its web-site: [www.cartubank.ge](http://www.cartubank.ge) or display inside the Bank (service center(s)) facility, the Bank shall have the right to make changes and additions/change a commission/service fee under the framework contract. Also, notification in a way under section 6 of this Agreement shall also be possible. At any time, prior to expiration of the said 1 (one) month terms, the customer shall have the right to terminate the framework contract and pay the Bank any dues/debt (in full) save the case when the under another contract of the same term executed with the Bank, the customer is obliged to maintain its current account with the Bank. Otherwise, the framework contract shall be deemed accepted by the customer and prolonged with the same terms.
5. The Bank's notification/publication obligation under section 4 of this Act shall not arise when a commission/service fee is changed in favor of the customer or in case of a new service, which does not replace and/or change the payment service(ies) under the Bank Product Service Contract.
6. Formal relationships between the Parties shall be maintained in writing. For the purpose of time saving, the customer may be notified by the Internet bank, an SMS, fax, e-mail etc. means of distance communication, display inside the Bank facility or etc. means providing that at the customer's request, the notice in writing shall also be delivered to the customer within a reasonable term.
7. A dispute between the Parties shall be negotiated. In case of a failed agreement, the dispute shall be referred to the Common Courts of Georgia. The First Instance Court resolution in favor of the Bank shall be enforceable with an immediate affect in line with the Code of Civil Procedure.
8. By signing this Agreement, the customer shall become a party to the Bank Product Service Contract, including all the changes and additions to it made as of the date of signing this Act, which becomes binding to the customer. The standard text of the Bank Product Service Contract shall for an integral part of this Agreement.
9. The customer shall grant the Bank an unconditional right to familiarize itself with its personal information (the data, records and/or the documents) filed with an administrative authority. For the purposes of this Contract, the customer shall acknowledge that the Bank may obtain its personal details required to the Bank from

the data base of the Public Services Development Agency (LEPL) in the relevant amount and the way determined by laws.

10. Without additional consent of the customer and regardless of the restrictions hereunder, the Bank shall be entitled to provide a credit information bureau, including JSC "Creditinfo Georgia" (TIN: 204470740) with any information on the customer in line with the regulations thereof, as a result of which the customer shall be registered in the database of the credit bureau. The information to be supplied may include: the customer's identification data, an outstanding debt, progress and results of court and enforcement proceedings etc. information relevant to the liabilities of the customer. Also, the customer shall acknowledge that the Bank may, at any time obtain any information on it from the Credit Information Bureau, Debtors' Registry and/or all the public and/or special data bases publicly or/and specially accessible to it.
11. The customer shall agree that the Bank may transfer the confidential information regarding it available to the Bank, including the personal data only to the third party with which the Bank has executed a non-disclosure Contract, ensuring protection of the Client's personal data or an authorized person under the relevant legislation.
12. The customer shall agree to receive any (including the advertising) information by an SMS or/and e-mail. If the customer no longer wishes to receive the information, it shall be obliged to notify the Bank (in writing) its request to terminate the service.
13. With an immediate effect, the customer shall be obliged to notify the Bank on changes and additions to the documents and information supplied to the Bank, including the one on founders of the Client, a change to the constituent documents, replacement of the Client's beneficiary owner, as well as change of contact details (legal/actual address, phone number, e-mail address, etc) and have the communication network and devices (a mobile phone, computer, the Internet) in stand-by mode. Otherwise, the Bank shall bear no responsibility for the results/damage".
14. The customer shall acknowledge that prior to the execution of this Agreement, the text of standard Contract on the Bank Product Service had been made available to it along with the printed matter containing information on the Bank service commission/fee displayed inside the Bank (service center(s)) facility along with the

softcopy thereof published on the Bank web-site: [www.cartubank.ge](http://www.cartubank.ge). Also the customer shall acknowledge that immediately upon signing this Agreement, it received hardcopy of the standard Contract on the Bank Product Service.

15. As agreed by the Parties, the customer's signature to this Agreement shall imply the one affixed to all the pages of the standard Contract on the Bank Product Service displayed inside the Bank (service center(s)) facility and acceptance of all the terms of this Contract without signing the standard Contract on the Bank Product Service.

Bank

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Customer

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