

In accordance with the paragraph 8.5 of the Agreement on implementation of the bank operations of the legal entities allocated at the website [www.tbcbank.ge](http://www.tbcbank.ge) (hereinafter referred as the “Agreement”), JSC TBC Bank offers to introduce the following modifications (amendments) into the Agreement:

1. 1.1

To modify the paragraph 8.10 of the Agreement and to develop in the following edition:

“8.10. all the disputes and the discrepancies incurred by and between the parties shall be solved via amicable negotiations. In case of failure to achieve the agreement, the dispute shall be resolved according to the paragraphs 8.16-8.18 of the Agreement.

1. 1.2

To remove the subparagraph 8.11.1 of the Agreement

1. 1.3

To change the subparagraph 8.16 of the Agreement and to define in the following edition:

„8.16. The parties agree upon that any dispute due to the Contract (Agreement) hereof or related thereto, discrepancies or demands, among them the issue(s) of implementation, violation/breach, termination or cancellation of the Agreement, the summarized (general) value of the subject to the dispute is not the amount in the scope of 7.000 (seven thousand) GEL - 50 000 (fifty thousand) GEL, or its equivalent for the date of submission of the claim in accordance with the official exchange rate of the National Bank of Georgia, for resolution and final settlement is transferred to the court according to the acting legislation of Georgia. By signing of the Agreement hereof the parties agree upon that according to the part 1<sup>1</sup> of the Article 268 of the Civil Procedural Code of Georgia, in case of satisfaction of the bank claim related to the dispute due to the Agreement hereof, the decision made by the court of the first instance (among them the payment order) shall be directed for the immediate execution.

1. 1.4

To add to the Agreement the subparagraph 8.17 in the following edition:

“8.17. The parties agree upon that any dispute due to the Contract (Agreement) hereof or related thereto, discrepancies or demands, among them the issue(s) of implementation, violation/breach, termination or cancellation of the Agreement, the summarized (general) value of the subject to the dispute is the amount in the scope of 7.000 (seven thousand) GEL - 50 000 (fifty thousand) GEL, or its equivalent for the date of submission of the claim in accordance with the official exchange rate of the National Bank of Georgia, for resolution and final settlement is transferred to the arbitration. The parties agree upon that the dispute by and between the parties shall be tried by the permanent arbitration “Moravi” (identification code: 404379347). In the event if for the moment of submission of the arbitration claim (complain) the above mentioned arbitration is liquidated or its functioning is ceased / terminated, the dispute shall be resolved by the permanent arbitration “Dispute Resolution Center” (DRC) (identification code 204547348). In the event if for the moment of submission of the claim (complaint) the above mentioned arbitration is liquidated or its functioning is ceased / terminated, the dispute shall be resolved by the permanent arbitration “Tbilisi Arbitration and Conciliatory Chamber” (identification code 205184469). In the event if for the moment of submission of the arbitration claim (complain) the above mentioned arbitration is liquidated or its functioning is ceased / terminated, the dispute shall be resolved by the permanent arbitration “Independent Arbitration Court”

(Identification code 205267913). In the event if for the moment of submission of the arbitration claim (complain) the above mentioned arbitration is liquidated or its functioning is ceased / terminated, the dispute shall be resolved by the permanent arbitration "Tbilisi Arbitration Chamber" (Identification code 204418291). In the event if for the moment of submission of the arbitration claim (complain) the above mentioned arbitration is liquidated or its functioning is ceased / terminated, the dispute shall be resolved by the permanent arbitration "Georgian Arbitration Chamber" (identification code 205267389).

The parties agree upon and set the arbitration implementation rules and procedures in accordance with the below listed demands (arbitration clause-agreement). The arbitration implementation rules and procedures are defined in accordance with the provisions of the permanent arbitration institution, if due to the Agreement hereof other rules and procedures are not defined, or the Agreement hereof does not set the rules and procedures different from and/or additional to the provisions of the permanent arbitration institution. At the same time, the edition of the provision of the permanent arbitration institution is applied for, which is valid for the date of adoption of the arbitration claim. The arbitration dispute(s) resolution site is Tbilisi. The arbitration resolves the dispute according to the legislative norms of the acting legislation of Georgia and the arbitration trial is carried out in Georgian language. The permanent arbitration institution resolves the dispute in contents of one arbiter. The parties agree upon that the right to assign the arbiter is held with the bank unanimously. The bank assigns the arbiter in the term 3 (three) days upon receipt of the arbitration claim to the proceedings by the permanent arbitration institution. The assigned arbiter shall be the citizen of Georgia, legal entity with the higher legal education, with 2 years' experience in the banking field. If the value of the subject to the dispute does not exceed 20.000 (twenty thousand) GEL or its equivalent in other currency for the day of submission of the arbitration claim in accordance with the official exchange rate of the National Bank of Georgia, the arbitration resolves the dispute without verbal hearing of the parties (arbitration resolution form) in accordance with the provision of the permanent arbitration institution. In the event if the bank does not assign the arbiter in the term foreseen by the Agreement hereof, it shall be considered that the latter refuses to apply for the right of assigning of the arbiter directly. In such case the parties agree upon in advance that the right to assign the arbiter is transferred to the permanent arbitration institution, and the permanent arbitration institution assigns the arbiter during 3 (three) days upon expiration of the term set to the bank for assigning of the arbiter. Before starting of the arbitration or at any stage of resolution, until the final arbitration decision is drawn, the party may with petition to refer to the permanent arbitration institution, and upon formation of the arbitration – to the arbiter, regarding application of the securing arrangements for the arbitration claim. The securing arrangements applied for the arbitration claim by the permanent arbitration institution (or arbitration) are of obligatory character and shall be executed on basis of the issued writ of execution. The parties agree upon that the arbitration claim securing arrangement(s) are of the obligatory legal force for acknowledgement and execution of the latter by the party without referring to the court. If not defined by the provision of the permanent arbitration institution and or the legislation, the authorities to solve the procedural issues related to drawing of the decision by the arbitration is assigned to the chairperson of the arbitration court. In case of satisfaction of the arbitration claim, the defendant shall bear all the expenses related to the arbitration proceedings, among them: the arbitration fee, the fee for securing of the arbitration claim, the legal service rendering costs, the costs related to withdrawal of the evidences and/or aimed for their securing, the expenses of the specialist, the expert, the interpreter, the incident site inspection costs, also the costs related to search of the real estate and the moveable assets, and the intangible assets being in the proprietorship of the party (client, pledger, mortgager/owner of the mortgage object, bailman, joint and several debtor), also the expenses for verification of the place of residence and/or the legal address of the party, also the expenses related to the statement of acknowledgement and execution of the arbitration decision. The arbitration decision enters into force upon its drawing and shall not necessarily include the motivation part.

1. 1.5

To add the subparagraph 8.18 of the Agreement hereof in the following edition:

“8.18. The parties agree upon that the notification and/or any other official communication by and between them are carried out in writing and/or via email. The parties agree upon that the communications by and between them and the court, and/or by and between them and the arbitration institution, and/or by and between them and the arbiters are carried out in writing and/or via email. The parties agree upon that any official notification due to the Agreement hereof, among them on refusal of the Agreement, cancellation of the Agreement and/or defining of the additional term for implementation of the liabilities, and also on increase of the interest rate by the bank unilaterally shall be considered as implemented if submitted to the party in writing and/or via email to the address indicated in the part of the details of the parties in the Agreement hereof. The client agrees upon that the court or the arbitration (arbiter) shall implement summoning of the client, submission of the notification, transfer of the documents related to the proceedings of the court or the arbitration, submission of the decision (judgment) / repayment order / submission of the arbitration decision shall be implemented in writing and/or via email to the address indicated in the part of the details of the parties in the Agreement hereof. If the parties receives the notification via email to the address indicated in the first part of the Agreement hereof, receipt (submission to the party) shall be confirmed with the extract implemented with the appropriate technical means and/or the confirmation provided by the appropriate technical means. The client agrees upon that the notification allocated electronically to the email indicated in the part of the details of the parties in the Agreement hereof (if receipt (submission to the party) is confirmed with the extract of the appropriate technical means and or the confirmation provided with the appropriate technical means) is considered as submitted. The client undertakes the liability to get familiarized with the correspondence allocated at the indicated email address no later than in one month.

To remove the subparagraphs 8.16.1 and 8.16.16 of the Agreement hereof