



Agreement on Carrying out Banking Operations for Legal Entities

1. SUBJECT OF THE CONTRACT

- 1.1 The bank shall open account(s) for the client, carry out its banking operations and provide services as described in this agreement according to the terms and conditions stipulated herein.
- 1.2 For the purposes of receiving the services stipulated hereunder the client shall address the bank with the relevant written application (or in any other form provided in this agreement) wherewith it will simultaneously confirm the full awareness of and agreement with the terms and conditions of this agreement (or any amendments and additions to it) thereby acceding to this agreement. To make a decision, the bank may request from a client to provide any additional information and/or documents. The bank shall consider the application of the client and in case of affirmative decision shall commence providing to the client the services as indicated in the application in no later than 2 (two) banking days from the receipt thereof.
- 1.2.1 The bank may refuse the client to deliver services without providing the reason(s) for refusal. The filling in of an application as well as the provision of any additional documents by the client shall not obligate the bank to deliver to the client all or any of the services provided for by this contract.
- 1.3 Opening of the account(s) shall be performed on the basis of the client's application and other necessary documents determined by the legislation (after submitting those to the bank). The client shall be fully responsible for the authenticity of the documents supplied to the bank.
- 1.4 Under the rules and procedures established by the bank, the account(s) can be remotely opened, (through the application made by telephone, internet-banking, various remote/electronic communication channels or/and other means of communication) in case the customer has already opened the account in the bank. Before the relevant documents become available (before submitting them to the bank) for the remotely opened accounts, only the transfer operations are allowed to be performed, except for the cases stipulated by the legislation.
- 1.4.1 The Bank is entitled, under the Rules and Procedures established by the Bank, in case the Client opens the account(s) via application made through remote/electronic communication channels, and/or other means of communication referred to in clause 1.4 of the Agreement, to specify the conditions for conducting banking operations on account(s) opened by this method (remotely), regardless of whether the client already has a bank account, for resident legal entity, whose authorized representative's and beneficiary owner's identification/verification was carried out by the Bank based on the data obtained from LEPL State Services Development Agency database.
- 1.4.1.1 In case of remotely opened account(s) according to subparagraph 1.4.1 of the Agreement, there is no obligation to submit documentation provided for by the legislation to that effect if the documentation is available in accordance with Georgian legislation in database of LEPL State Service Development Agency and the *Registry of Entrepreneurs and Non-Entrepreneurial (Non-commercial) Legal Persons of National Agency of Public Registry*

2. Deposit and transfer of funds on the account and performance of other banking operations

- 2.1 The funds may be transferred into the client's account in cash or through non-cash operations.
- 2.2 In the event the client identification data as stated in an incoming bank order does not fully coincide with the information on the client held with the bank, the funds received will be transferred by the bank to "indefinite account". The bank shall further carry out all necessary investigations in order to determine the recipient of the funds and in case of correction of the inconsistency within two documentary data above will transfer the funds to the client's account. If it becomes impossible to correct the data accordingly, the funds shall be returned to a remitting party.
- 2.3 If the bank transfers funds erroneously to the client's account, the client shall inform the bank and return the funds to the bank promptly after receipt of information on such transfer. The client shall otherwise be held accountable in accordance with this agreement and relevant legislation.
- 2.4 The bank ensures reflection of deposited and/or transferred amounts on the Client's, transfer of amounts from the Client's account or reflection of the cash deposits made by the Client on the recipient's accounts, within three (3) working days.
- 2.5 Rules of banking operations performed by a client and confirmed via SMS code are determined in accordance with provisions of Article 13
- 2.6

3. CHARGING-OFF FUNDS FROM AN ACCOUNT

- 3.1 The bank generally debits funds from an account at the consent, permission, instruction or demand of the client pursuant to the terms and conditions of this agreement.
- 3.2 However, funds can be debited from the client's account without further consent from the client under the following circumstances:
 - 3.2.1 for payment of commission fees and/or fines, in accordance with the current tariffs of the bank;

- 3.2.2 For refunding of the amounts transferred by mistake or/and through breaching of the requirements of the legislation, or/and suspicious amounts;
- 3.2.3 for payment of funds against settlement of the outstanding debts or obligations of the client towards the bank (the settlement amount in different currencies shall be determined in accordance with the commercial exchange rate established by the bank at the time of carrying out the respective transaction); In addition, the customer accepts that the bank is not liable to write off the amounts from the customer's account(s) without the order of the customer, for the purpose of meeting any liability of the customer;
- 3.2.4 in other cases provided by the current legislation and/or agreement, arrangement and/or other kind of document between the client and the bank (for instance: in case of availability of encashment order).
- 3.3 A banking order issued by the client to the bank can be cancelled only with the consent of the bank and only if such order has not been fulfilled yet and if such cancellation does not contradict to the existing Georgian legislation or the nature of the obligation towards which it has been issued.
- 3.4 The bank shall have the right to refuse complying with the client's order and inform the client by any form of refusal to comply with the order if:
- 3.4.1 it is impossible to fully identify the client;
- 3.4.2 the order is formulated or issued in breach of the established in the bank rules or contains inaccurate information (instructions);
- 3.4.3 the amount indicated in the order exceeds the actual funds available in the account or the limits established by the bank;
- 3.4.4 the bank suspects that the order is designated for effecting an unlawful operation.
- 3.4.5 the above said has been provided for by legislation or the client has a monetary obligation (liability) before the bank.
- 3.5 For the purposes of withdrawal of funds from an account, generally the outgoing cash order / check (both standard or special) is used.
- 3.6 In order to withdraw funds from an account the client is entitled to use special form of outgoing cash order (hereinafter the "special order") received in advance from the bank and to be filled in by the client.
- 3.7 The client shall be under obligation to:
- 3.7.1 maintain safety of the special orders;
- 3.7.2 not to permit transfer of the special orders to third parties without first filling it in;
- 3.7.3 follow the rules on filling in of the special orders.
- 3.7.4 immediately notify the bank about a loss of a special order(s)
- 3.8 Funds can be withdrawn from the account on the basis of a special order within 180 (one hundred eighty) calendar days from the execution thereof by the client.
- 3.9 The bank shall have the right to refuse withdrawal of funds if the special order is not signed by a person being a lawful representative (a director or a trustee) of the client at the time of issuance or submission of the order to the bank - if the signature put on the special order does not match the signature sample of the customer's authorized representative (director or his trustee).
- 3.10 The client hereby grants the bank the right to convert and/or transfer funds within the client's accounts without further instructions of the client if and when needed to perform operations upon the client's instructions.
- 3.11 The special order filled in violation of the procedures for filling a special order shall be considered incorrectly filled in. If a special order is filled in incorrectly or any amendment is made to the text of the special order, the latter shall be considered invalid, and the bank may not execute the request of the customer or the person providing the special order to cash out the amount. The same procedure applies, if a special order, according to the bank, is damaged.

4. COMMISSIONS FOR BANKING SERVICES

- 4.1 Financial relations between the client and the bank are subject to the bank tariffs and agreements between the client and the bank. The client shall pay the bank respective commission fees for account management, operations effected from such an account and performing services stipulated hereunder in accordance with current tariffs or fees established by the bank (service, commission and other kind of fees) or as may be determined under additional agreement between the parties.
- 4.2 Upon cancellation of any of the services stipulated hereunder the service fees (commissions) already paid by the client to the bank shall not be refunded.

5. OBLIGATIONS AND RIGHTS OF THE PARTIES

- 5.1 The client shall be under obligation:
- 5.1.1 to notify the bank promptly of any change and amendment to the documents and information provided to the bank, as well as to notify the bank in writing of change of persons entitled to manage the accounts or receive information from the accounts and attach the relevant documents to the notification. Prior to the receipt of the notification on the amendment and the attached documents the bank shall perform operations based on the documents and signature samples formerly supplied to the bank (Except for the remote account(s) according to subparagraph 1.4.1 of the Agreement, in which case providing or submission of documents by the Client to open the account is not mandatory);
- 5.1.2 to promptly notify the bank in writing or through the internet-banking or contacting the Call Center of the bank (to the following number: +99532 272727) of any change as to the address, phone number, e-mail address and/or other contact information;

- 5.1.3 upon opening of each new account to supply to the bank the documents required thereby in accordance with the client's tax/entrepreneurial standing;
- 5.1.4 to use account designated for entrepreneurial purposes solely in case of relevant tax/entrepreneurial standing. The client shall otherwise not be entitled to use the account for entrepreneurial purposes;
- 5.1.5 upon the bank's request immediately to present and supply the bank with any and all signed originals or duly certified copies of documents (invoice, agreement, letter, etc.) related to the client and performed operations by the client. The client shall be responsible for authenticity, accuracy and validity of the documents so presented and supplied;
- 5.1.6 to comply with the conditions of this agreement;
- 5.1.7 to comply with the procedures described in the sources disseminated by the bank;
- 5.1.8 to pay the commission fees on time;
- 5.1.9 to sign and submit to the bank in no later than 3 (three) calendar days after receipt of the request from the bank any kind of document necessary for the latter to effect its rights and carry out the obligation(s) of the client hereunder;
- 5.1.10 to fully compensate for all and any expenses incurred by the bank (including ones related to sending notification to the customer) related to conclusion, attestation, registration, performance and cancellation of this agreement and any other agreement formed within it and/or any expenses because of the breach of the undertaken obligation.
- 5.2 the bank shall be under obligation:
 - 5.2.1 to provide the client with information on the status of the client's account upon its request;
 - 5.2.2 to perform the client's instruction according to this agreement and relevant legislation;
 - 5.2.3 to observe the conditions of this agreement.
- 5.3 The client shall be prohibited from using any service provided hereunder for illegal purposes, including for a purchase of goods or service that are prohibited under the laws of Georgia.
- 5.4 The bank is not obliged to provide client with information on changes (including changes related to the beneficial or indexed interest rates);

6. RESPONSIBILITIES OF THE PARTIES

- 6.1 The parties shall be responsible for full and timely compliance with their duties hereunder in accordance with this agreement and the laws of Georgia.
- 6.2 The bank is responsible to the client for timely and accurate implementation of banking operations. If at the bank's fault a certain amount is incorrectly debited from the account or terms of fund transfer are breached, the bank shall pay to the client a fine at the rate of 0.5 % of the appropriate amount for each delayed banking day or as per under the rules established by the legislation.
- 6.3 In the event the client does not comply with its obligations stipulated by paragraph 2.3 of this agreement in timely fashion it shall be responsible to pay the bank a fine at the rate of 0.5% of the amount to be paid on the ground of paragraph 2.3 of this agreement for each delayed day.
- 6.4 Payment of the fine does not release the breaching party from performing the duties stipulated hereunder.
- 6.5 the bank is not responsible:
 - 6.5.1 for the failure to perform an instruction (including when international transfers are made by the clients):
 - 6.5.1.1 in the event it is caused by any action and/or fault of receiving and/or intermediary bank indicated by the client in "payment order" or any other document or by any reason beyond the bank's control;
 - 6.5.1.2 Embargo is imposed upon the state, on the territory of which the service bank of the amount recipient (addressee) operates or/and any other restriction is applied, which delays the process of receipt of the amount by the addressee;
 - 6.5.1.3 Correspondence bank (through which the transfer is made) refuses to perform the operation or/and the amount to be transferred is detained/blocked for the purpose of enhancing the illicit income legalization and/or for any other purposes.
 - 6.5.2 for consequences caused:
 - 6.5.2.1 by performing of operations upon the client's instruction
 - 6.5.2.2 by malfunction in the client's or any other person's personal computer, telephone set and/or other equipment or hardware (its separate parts or accessories), as well as by malfunction of a software program;
 - 6.5.2.3 by telecommunications operator, internet provider and/or any other person;
 - 6.5.2.4 by incorrect or incomplete filling in of the order and/or the application by the client;
 - 6.5.2.5 by incorrect or inaccurate information provided by the client to the bank;
 - 6.5.2.6 by non-performance of its obligations hereunder by the client;
 - 6.5.2.7 by non-utilization of its rights granted hereunder by the client;
 - 6.5.2.8 by failure on the part of the client to carry out the recommendations issued by the bank.
- 6.6 The parties are relieved from the responsibility for non-compliance with their duties stipulated by this agreement if it is caused by direct influence of insurmountable obstacles, in particular: flood, earthquake, fire, strike, military actions, blockade, acts or actions of the state bodies, etc (force-majeure circumstances). If force-majeure circumstances arise, the parties shall inform each other immediately about such circumstances. The parties shall postpone execution of their obligation hereunder until the eradication of the respective force-majeure circumstances.

7. CLIENT INFORMATION AND BANKING SECRECY

- 7.1 The client declares that at the moment of receipt of its application by the bank as per paragraph 1.2 hereof the information submitted to the bank by the client (including information on its entrepreneurial activity, its status as a taxpayer) is authentic, accurate, complete and exhaustive. The client shall immediately notify the bank of any change in its identification data, contact information, status or entrepreneurial activity.
- 7.1.1 client declared and confirms that:
- 7.1.1.1 he/she is duly authorized to conclude and execute this contract;
- 7.1.1.2 is not involved in any court proceedings (as a plaintiff, defendant or a third party) that endangers fulfillment of a customer's obligations, or the customer's property and/or assets;
- 7.1.1.3 will not refuse to fulfill the obligations provided for by this contract, also will not transfer his/her obligations to a third party. In addition, this provision does not stipulate that the customer/borrower shall personally fulfill the obligations, and does not exclude the bank's right to accept the performance proposed by a third party and for these purposes, the customer/borrower agrees that the bank provide the third party with information on the current liabilities/duties of the customer/borrower.
- 7.1.1.4 Upon concluding this contract, he/she is not mislead, cheated or exposed to the violence or threat applied against him/her;
- 7.1.1.5 He/she is aware that provision of false and/or incorrect (irrelevant to the truth) to the bank is subject to punishment under the Criminal Code of Georgia and constitutes sufficient grounds for the termination of this contract.
- 7.2 The bank shall be under the obligation to keep in confidence the information connected with banking operations and accounts of the client and which became known to the bank as a result of business dealings with the client, except for the cases stipulated by the legislation, or if the information concerns usual banking operations and bringing out of such information does not violate the client's interests (in accordance with Article 863 of Georgian Civil Code). This duty of the bank remains in force after the termination of this agreement.
- 7.3 The bank shall not be responsible for consequence(s) resulting from receipt of information by other party sent by the bank according to contact information supplied to the bank by the client.
- 7.4 For the purposes of improvement of the services the client grants the bank the right to require and receive information regarding the client (including personal data) from Agency of National Register, from the Public Services Development Agency and/or other bodies/person having.
- 7.5 The Client hereby consents authority of JSC TBC Bank:
- 7.5.1 To transfer any application or the documents related to the transactions affected with the clients (including personal information) to the State archive or commercial organization working in this field for storage, provided that such institution ensures archiving and safe storing of the documents in accordance with the international standards.
- 7.5.2 If the customer fails to timely and/or duly fulfill the obligations undertaken before the bank, to ensure the management of distressed assets, it shall transfer to the company responsible for the management of distressed assets which is in a contractual relationship with the bank, any information on the Customer, and any contract concluded with the Customer which, in turn, assumes the obligation to keep confidentiality of the information provided by the bank.
- 7.5.3 As necessary, submit to the auditors, consultants, advisers and natural persons and legal entities of any other similar category any information on the Customer and any contract concluded with the Customer which, in turn, assume the obligation to keep confidentiality of the information provided by the bank.
- 7.5.4 Submit the information (including personal data on the client) necessary for offering and delivering various services (including offering different product(s)) to the client to the bank's subsidiaries or any other affiliate(s), which, in turn, assume the obligation to keep confidentiality of the information provided by the bank.

8. VALIDITY OF THE AGREEMENT AND OTHER CONDITIONS

- 8.1 This agreement shall come into effect upon confirmation by the bank of receipt of the application stipulated in paragraph 1.2 of this agreement and shall continue to be in force indefinitely.
- 8.2 The client may at any moment close the account or discontinue using any or all of the service provided for hereunder subject to delivery of 10 (ten) calendar days advance written notice prior to closure of the account or discontinuation of using the relevant service to the bank. In this case, the customer shall, within not later than 5 (five) calendar days after submitting to the bank a written notification on the account closure and/or termination of use of the service, be obliged to pay to the bank all commission fees and any other payments relating to respective account and/or service.
- 8.2.1 The customer shall, before termination of the contract, be obliged to fully transfer the balance(s) available on the account(s) and/or notify the bank of the alternative bank details available at any other commercial bank to which the bank will be able to disburse the balance available on the customer's account. If the customer fails to fulfill the obligations assumed under this paragraph, the bank may: (a) disburse, without any additional approval of the customer, the balance(s) available on the account(s) to any other bank account of the customer the details of which have become known to the bank when delivering the service, or from a public source and/or (b) transfer the balance(s) available on the account(s) to the bank's transit account and/or (c) limit the customer's access to the account(s), using banking services, to refuse to provide the service.
- 8.3 The bank may at any moment:
- 8.3.1 terminate the validity of this agreement subject to delivery of 10 (ten) calendar days advance written notice to that effect to the client;
- 8.3.2 change the conditions, characteristics of and/or fees (in the event of change of established fees by the bank) for services stipulated by this agreement, offer to the client or discontinue providing any and all services provided for hereunder;

- 8.3.3 close the client's account if the client breaches its obligations hereunder, if within 6 (six) months there was no balance in the account and/or if the client has not effected any operation through the account (for the purposes of this paragraph transfer/deduction of service fees payable to the bank by the client from the account shall not be deemed as carrying out of the operation). The client's account will also be closed in other cases under the laws of Georgia. In the event of closure of the account by the bank, the remaining funds on the account shall be returned to the client;
- 8.3.4 Open settlement (current, card, sales or any similar) account and/or checking account for the customer in any currency without latter's additional approval if it turns out that the customer does not have such account and/or there is a necessity of opening it additionally (for the purpose of fulfillment of credit payment/ liabilities, putting/transferring onto deposit account(s) and/or moving/transferring amount(s) from deposit account(s), incoming transfer operations in the currency, different from the currency, existing in the settlement account(s), reflection (incoming transfer) of the relevant currency account(s), etc.). In this case, this Agreement and/ or any application, signed by the customer to join this agreement shall be deemed as customer's application on opening of the relevant account
- 8.4 This agreement may at any time be terminated subject to the parties' agreement or in other cases stipulated by the current legislation.
- 8.5 The bank retains the right to introduce amendments to this agreement through 10 (ten) calendar days advance placement of relevant information on the web-site of the bank at www.tbcbank.ge and/or at the premises of the bank's branches and service centers.
- 8.6 In the event stipulated under paragraph 8.5 hereof the client shall have the right to terminate this agreement at any time within 10 (ten) calendar days from the placement of respective information on the bank's web-site and/or bank's branches and service centers, in accordance with the procedures set forth in paragraph 8.2 hereof.
- 8.7 In the event the client fails to use its right stipulated under paragraph 8.6, the amendments proposed by the bank shall be deemed to be accepted by the client and the agreement amended accordingly. The bank shall have the right to make amendments to this agreement immediately after placement hereof on the web-site in case such an amendment does not worsen the client's condition.
- 8.7.1 The parties agree that if the bank makes changes to the terms of this contract or any additional contract concluded based on the above contract in favor of the customer, the bank shall not be obliged to give a prior notification to the client of the changes.
- 8.8 Any notification hereunder shall be made in writing or in any other form stipulated by this agreement. The written notification is delivered to the other party to the last address known to the sender. For the purposes of delivery of notifications the bank may also use other means of communication (including electronic, digital, telephone, etc.):
- 8.8.1 The parties agree that an electronic communication submitted to the email address that has been indicated by the borrower in (a) this contract and/or (b) any document provided/submitted by the borrower to the bank and/or (c) any public source, shall be considered for the borrower as the notification officially served on;
- 8.8.2 If a notification to the party is submitted to an e-mail address, the receipt (serving on the addressee) must be confirmed by a receipt generated by respective technical means and/or by the verification provided by respective technical means. The customer agrees that the email submitted to the e-mail address indicated in the subparagraph 8.8.1. of this Agreement (if the receipt (serving on the addressee) can be confirmed by a receipt generated by respective technical means and/or by the verification provided by respective technical means) shall be considered served on him/her;
- 8.8.3 A notification shall be considered received/served on even if the notification is returned to its sender because of absence of location of the addressee of the notification at the address it has been sent, the addressee refuses to accept the notification or avoids to accept it;
- 8.8.4 A notification shall also be considered received/accepted, when it is sent and served on in any form and with any means determined by legislation.
- 8.9 Any issues not directly governed by this agreement shall be settled in accordance with the current legislation of Georgia.
- 8.10 Any dispute and disagreement between the parties are to be resolved by negotiations. In case an agreement between the parties is not reached, such dispute shall be considered in accordance with the paragraphs 8.16-8.19.
- 8.11 The parties hereby agree:
- 8.11.1 Information placed on the web-site of the bank, the information protected in the bank's database (in computer programs) as well as electronic and printed out copies of those information prepared by the bank and signed by the director of the bank or his/her lawful representative shall have evidentiary purpose and shall confirm the existence of those dealings which are stipulated by the given agreement.
- 8.12 This agreement supersedes any other agreements that may have existed between the parties concerning the subject matter of the present agreement.
- 8.13 In the event any provision hereof is declared or become void, such event shall not affect other provisions of the agreement.
- 8.14 Conditions, tariffs, interest rate of serving the client and bank's recommendations are described in more detail in the sources disseminated by the bank (including booklets, brochures, the web site of the bank, etc.). In case of the discrepancy between the information given in information sources and the contents of the present agreement, the terms of this agreement shall prevail.
- 8.15 Text of this agreement is placed on the bank's web-site www.tbcbank.ge. Upon request of the client the signed version of this agreement shall be delivered.
- 8.16 The parties agree that any dispute arising from this Contract (Agreement) hereof or related thereto, shall be transferred to the court for resolution and final settlement if the summarized (total) value of the dispute subject is less than 7 000 (seven thousand)

- GEL - or its equivalent in foreign currency (at the official exchange rate of the National Bank of Georgia for the date of submission of the claim). The parties agree that pursuant to the part 1¹ of the article 268 of the Code of Civil Procedure of Georgia, and in accordance with this Contract (agreement), in the event of satisfaction of the bank claim in relation to the dispute, the decision made by the court of first instance shall be immediately transferred to enforcement.
- 8.17 The parties agree that any dispute arising from this Contract (Agreement) hereof or related thereto, shall be transferred to the arbitration for resolution and final settlement if the summarized (total) value of the dispute subject is less than 7 000 (seven thousand) GEL (at the official exchange rate of the National Bank of Georgia for the date of submission of the claim). The dispute shall be transferred to the arbitration for resolution and final settlement according to the following rule: 1) from 7 000 (seven thousand) to 50 000 (fifty thousand) GEL (at the official exchange rate of the National Bank of Georgia for the date of submission of the claim) - to the Permanent Arbitration "Moravi" (identification code: 404379347); 2) from 50 000 (fifty thousand) GEL (at the official exchange rate of the National Bank of Georgia for the date of submission of the claim)- the Permanent Arbitration "Tbilisi Arbitration Institute" (identification code: 205273005). In case for the moment of submission of the claim (complaint) any of the above mentioned arbitrations is liquidated or its functioning is ceased / terminated, the dispute shall be transferred to the court for resolution and final settlement. If arbitration reservation is regulated otherwise by the contract/agreement, concluded between the Parties, the arbitration regulation, envisaged by the latest contract/agreement, concluded between the Parties, shall apply.
- 8.18 The parties agree upon and set the arbitration implementation rules and procedures in accordance with the below terms (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 version of the provision of the permanent arbitration institution which is applied, is the version valid for date of filing the arbitration claim. The arbitration dispute(s) resolution place 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 by one arbiter. If the value of the subject to the dispute does not exceed 20.000 (twenty thousand) GEL or its equivalent in foreign currency at the official exchange rate of the National Bank of Georgia for the date of submission of the arbitration claim, the arbitration resolves the dispute without verbal hearing of the parties (arbitration resolution form) in accordance with the provision of the permanent arbitration institution. Before starting of the arbitration or at any stage of resolution, until the final arbitration decision is drawn, the party may apply with a petition to the permanent arbitration institution, and upon formation of the arbitration – to the arbiter, regarding application of the securing arrangements for the arbitration claim. Arbitration claim securing arrangements used by the permanent arbitration institution (or arbitration) are obligatory and shall be executed on the basis of the issued writ of execution. The parties agree that the arbitration claim securing arrangement(s) have obligatory legal force for its acknowledgement and execution 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. The arbitration decision enters into force upon its drawing and shall not necessarily include the motivation part.
- 8.19 The parties agree 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, including e-mail (electronic form). The parties agree that any official notification due to the Agreement hereof, including refusal of the Agreement, cancellation of the Agreement and/or defining 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, including e-mail, sent to the e-mail address indicated in the part of the details of the parties of the agreement set up within the boundaries of this Agreement. The client agrees 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) / of the arbitration decision, in writing including e-mail, sent to the e-mail address indicated in the part of the details of the parties of the agreement set up within the boundaries of this Agreement. If a notification to the party is sent in an electronic form to the e-mail address indicated in the Details part of the agreement set up within the boundaries of this Agreement, the receipt (handover to the addressee) must be confirmed by a receipt generated by a relevant technical means and/or by the verification provided by a relevant technical means. The customer agrees that the notification sent to the e-mail address indicated in the part of the details of the parties of the agreement set up within the boundaries of this Agreement (if the receipt (serving on the addressee) can be confirmed by a receipt generated by respective technical means and/or by the verification provided by respective technical means) shall be considered submitted to him/her;
- 8.20 In the event the client has any obligations towards the bank, in order to secure observation of such obligations, the bank will transfer into its ownership mortgaged and/or pledged property or effect realization thereof. In the event market value of mortgaged and/or pledged property is less than aggregate amount of secured claim at the moment of transfer of ownership title on mortgaged and/or pledged property to the bank (as to the mortgagee and/or pledgee) or the amount received from realization of mortgaged and/or pledged property does not fully cover the secured claim, the secured obligations shall be deemed satisfied within the amount equal to the market value or the amount received from the realization of mortgaged and/or pledged property, as the case may be.
- 8.21 Rules stipulated in paragraph 8.20 shall be in effect in the event of realization of mortgaged and pledged property during insolvency proceedings. Namely, if the sale price of mortgaged and/or pledged property is less than the bank's claim, as a result of

satisfying the bank's secured claim from the amount of realization of the mortgaged and/or pledged property, the bank's unpaid claim shall remain secured and the bank shall be deemed a secured creditor.

- 8.22 The bank shall have the right to request commencement of enforcement proceedings towards any property of the client (towards any object or intangible property owned by the client) regardless whether obligations of the client is secured by mortgage or pledge or not.
- 8.23 Unless the customer preliminarily refuses in writing, it shall be deemed that the customer agrees to the participation in the bank's incentive events and to the terms of those events, including the condition that in the case of winning in the incentive event, that information and the customer's personal data will be publicized through the bank's various channels.
- 8.24 If unsatisfied with the bank's service, the customer (user) may apply with a claim to the bank orally, in writing or electronically. To orally register the claim, the user may apply to the service center of the JSC "TBC Bank " at the phone number: 032 2 272727. The claim may be accepted in a standard written format at branches and service centers of the bank. The claim may be electronically registered by the internet bank or on the web-site of the bank (www.tbcbank.ge). The maximum period for the review of the claim that has been registered by the customer shall be not longer than a month after the application and identification. The claims shall be reviewed by the customer support department of the JSC "TBC Bank". The customer will be notified of the decision make with respect to his/her claim in writing and/or by any other means of communication (electronic, digital, phone, etc.). Information on the process of review of the claim may be obtained at the Bank's call center at the phone number: 032 2 272727.

9. INTERNET BANKING

9.1 Description of the service

- 9.1.1 Internet banking service implies an ability for the client to manage and receive remotely the following services from the bank by means of using the special Internet-site of the bank <https://www.internetbanking.ge>:
- 9.1.1.1 to have access to the banking information;
- 9.1.1.2 ability to register for various banking services;
- 9.1.1.3 ability to carry out various banking operations within the established limits.
- 9.1.2 Through the internet-bank customer can perform various banking operations and/or actions in compliance with the rules, requirements and provisions set forth in this agreement and applicable by the bank by the time of performance of the operation.
- 9.1.3 For the purposes of obtaining internet banking services the client shall address the bank with the application as per paragraph 1.2 of this agreement.
- 9.1.4 Lost/forgotten user names and/or passwords can be restored according to the rule described in paragraph 9.1.3 of this agreement.

9.2 Identification of the client

- 9.2.1 For the purposes of logging onto the website, the client shall be identified by way of inputting a Company Name, User Name and the Password into the respective fields (hereinafter referred to as "Identification Data"). Failure to properly input such data will result in denying the access to the account and inability to carry out banking operations and registering for additional services.
- 9.2.2 for the purposes of securing information and operations of the client, the bank shall have the right to create additional mechanisms for proper identification of the client, e.g. require the use of additional code created (generated) by a special device (DigiPass Token) provided to the client by the bank for carrying out certain banking operations and/or the use of other codes.
- 9.2.3 The bank and the client shall be under obligation to maintain confidentiality of the Identification Data.
- 9.2.4 In the event of loss of the Identification Data, the client shall immediately inform the bank of such occurrence (in any form stipulated by the present agreement) to ensure receipt of renewed Identification Data.
- 9.2.5 In furtherance of the client's notification on loss of the Identification Data, the bank shall ensure suspension of access to the client's accounts by the internet banking until receipt of new instructions from the client.
- 9.2.6 In the event the operations of the client's account(s) is managed by way of a given number of countersignatures, the operation requested through the internet banking will be performed only after electronic approval (authorization) thereof by all required counter signatories. In the event operations may be performed by each of countersignatures independently, regardless of the number hereof, the operation can be approved (authorized) by way of signature of one of the counter signatories.
- 9.2.7 In the event of opening of a new account with the bank by the client, internet banking will be extended to such account automatically through use of the existing Identification Data.
- 9.2.8 The client hereby declares and confirms that the client shall familiarize itself fully with the terms and conditions of appropriate services before registering for such services; the use of the Identification Data mentioned in paragraph 9.2.1 of the present agreement, and the expression of the will for registration will be deemed to be the client's consent and acceptance of all conditions of those services for which it will be registered through the internet banking website.
- 9.2.9 Any claims with respect to the operations through internet banking shall be accepted only within 45 (forty-five) days after the performance of the respective operation.
- 9.2.10 Customer understands and confirms, that any notification/order sent to the bank through the internet-bank (including the payment order, any application/request (including for opening/closure of the account or/and pre-payment of the credit)) has the legal force equal to the document printed on paper (in a written form and signed) and confirmed by the authorized person to dispose the account.
- 9.2.11 The client gives an order to and instructs the bank to:
- 9.2.11.1 provide an access and provide the client with the banking information;

- 9.2.11.2 carry out banking operation upon the client's relevant instructions within the limits established for internet banking services.
- 9.3 The client shall be under obligation:
- 9.3.1 to use only a modern version of the Internet browser, which uses at least 128 (One Hundred Twenty-eight) bit data encrypting engine for the purposes of accessing the internet banking;
- 9.3.2 To keep any necessary information for using the internet banking, identification data and the equipment ("DigiPass Token" etc.), as well as all types of codes related to those equipment given to him by the bank, in a safe conditions and not allow such ones to be used by the third person;
- 9.3.3 to change a password at the very time of logging into the internet banking and to protect its confidentiality;
- 9.3.4 to frequently change the password, not to impart with the third person the password, code and/or the identification code of the equipment ("DigiPass Token", "Digipass Nano" etc.) given to him by the bank, not to keep those data in the memory of the computer or other similar equipment (for instance, mobile phone), not to allow any transfer of the equipment given to him by the bank and/or codes generated through such equipment, or other codes under the disposal of any third person;
- 9.3.5 Before direct use of the internet-bank to be made sure, that the address indicated in subparagraph 9.1.1 of this agreement is really written in the web-site address column and to double-check the genuineness (authenticity/originality) of this address through the safety certificate;
- 9.3.6 In case of loss, or exposure of the password, or equipment (including transfer under the disposal of any third person), to notify immediately the bank with regard to the aforementioned;
- 9.3.7 Not to trust the notifications received to the e-mail address, the authors of which request on behalf of the bank to provide/update the personal/or/and banking data.
- 9.3.8 to pay timely the fees for using the internet banking service.
- 9.4 The client shall have the right:
- 9.4.1 to register several individuals as users for internet banking that may have full or partial access to the internet banking services;
- 9.4.2 to refuse use of internet banking in the form stipulated in this agreement.
- 9.5 The bank shall have the right:
- 9.5.1 to make the information about the client's accounts available to it through internet banking;
- 9.5.2 to perform the operations permitted by the bank for the internet banking upon the client's instructions;
- 9.5.3 to establish restrictions unilaterally on any active operation of the client (transfer, exchange) and to require additional validation parameters necessary for performance such operations (the maximum sum of a single transfer, the maximum amount of total transfer funds for the certain period, a maximum quantity of transfers, necessity for dual confirmation by separate individuals representing the client, etc.).

10. AUTOMATIC TRANSFERS

- 10.1 Description of the service
- 10.1.1 Automatic transfer service implies a transfer by the bank of the funds from the client's account without further consent of the client, on the basis of fixed amount determined by the client in its application form or of information provided by the client's creditor to the bank on the client's debt.
- 10.1.2 The parties agree that the payment order created (generated) by the bank for the purposes of automatic transfer services shall have the legal force equal to the document having been printed on the paper and executed by the person(s) authorized to manage of the account.
- 10.1.3 The bank shall carry out the automatic transfer services in accordance with requirements and conditions stipulated in this agreement, the application on registration for automatic transfer service and the sources disseminated by the bank.
- 10.1.4 For the purposes of obtaining automatic transfer services the client shall apply to the bank with the application as per paragraph 1.2 of this agreement.
- 10.2 The client is under obligation:
- 10.2.1 to indicate one or more of its accounts in the application form on registration for automatic transfer services (one of them mandatorily being a GEL account);
- 10.2.2 to register its foreign currency account as an auxiliary account in the event automatic transfer services are used for payment of funds determined in foreign currency (in its equivalent in national currency);
- 10.2.3 to always maintain a balance for automatic transfer services on its account(s) indicated in the application;
- 10.2.4 to pay commission fees in accordance with the current tariffs existing at the bank at the time of transfer.
- 10.3 The client shall have the right:
- 10.3.1 to be informed on automatic transfers effected on its accounts through the services indicated in the sources of the bank;
- 10.3.2 to make relevant amendments to the data provided in the initial application on registration for automatic transfer services;
- 10.3.3 to discontinue using of automatic transfer services in the form stipulated in this agreement.
- 10.4 The bank shall be under obligation:
- 10.4.1 to provide the client with automatic transfer in accordance with the terms and conditions stipulated in sources disseminated by the bank;
- 10.4.2 to inform the client (through SMS service) on performed transfers.
- 10.5 The bank she have the right:
- 10.5.1 to refuse carrying out of transfer (payment) in the event of insufficient funds in the client's account(s);

- 10.5.2 to refuse carrying out of transfer in cases determined under current Georgian legislation or in the event of outstanding debt towards the bank;
- 10.5.3 to determine the rules of notification of the client on performance of transfer or unilateral termination or partial termination of automatic transfer services without informing the client thereupon in the event of inability to perform any of automatic transfer services for the client related or any other reason, through sources disseminated by the bank (including booklets, brochures, the web site of the bank, etc.).

11. TELEPHONE BANKING SERVICE

11.1 Service description

- 11.1.1 Telephone banking is a service that enables the customer to receive the following services determined by the Bank over the means of telephone communication without the need to visit the Bank:
 - 11.1.1.1 Receive banking information;
 - 11.1.1.2 Become registered for the purposes of using different banking services and make changes to the registered data.
 - 11.1.1.3 Representing the application about receiving back the sum withheld in ATM.
- 11.1.2 Telephone banking services cover all accounts of the customer. In case if the customer does not wish to receive telephone banking services with respect to any of his account he must notify the Bank about such wish in writing or in any other form provided by in this Agreement.
- 11.1.3 In order to receive telephone banking services the customer should submit the application to the Bank in accordance with paragraph 1.2 of this agreement.

11.2 Identification of the Customer

- 11.2.1 For the purposes of the client identification the bank shall use the questions (of personal character, as well related to the client's products/operations) determined by the bank in advance. Client identification takes place prior to rendering of the telephone service, as well as any other banking service / registration for different banking products (electronic services). Without the above mentioned identification procedure the customer will not receive the services described in subparagraph 11.1.1 hereof. During each telephone connection with the bank (each time when receiving the telephone service) the customer shall go through the identification procedure (answer correctly the questions asked by the call centre operator (determined by the bank in advance)).
- 11.2.2 The bank shall have the right to refuse rendering of the telephone service to the person who is not willing to go through or will fail the identification procedure.
- 11.2.3 If the bank has the doubt that any third person other than the client is trying to receive information or perform operation, the bank shall have the right to refuse performance of the telephone orders.

11.3 Customer Statements, Orders and Consents

- 11.3.1 After contacting the Bank through the telephone and when relevant identification procedures are completed the customer orders and entitles the Bank to do the following:
 - 11.3.1.1 Provide the information with respect to his accounts.
- 11.3.2 Under this Agreement the customer agrees that any telephone conversation that may take place with him (including those related to any of his orders/statements about the receipt of banking information, subscription to services, making changes to the registered data, as well as receipt of banking (credit) product and/or performance of any operation) can be recorded to the electronic database of the Bank which may be used as a proof of evidence in case of dispute. The telephone recordings are deemed to be the property of the Bank and they must be returned to the customer in any form acceptable to the Bank within no later than 15 (fifteen) calendar days after receiving customer's written request and before the expiry of the three-year period since they were made (the mentioned obligation of the Bank applies to the recordings made since 1st of January, 2011 only).

12. VISA/MACTERCARD BUSINESS CARDS

12.1 Description of the service

- 12.1.1 Business card service implies for performing of banking operation on the client's card account(s) by the client's or any person entitled by him in a written form (hereinafter the "cardholder") through VISA or MasterCard business card (hereinafter the "card") issued by the bank.
- 12.1.2 On the basis of this agreement the client is entitled to receive one or several cards, whereas a particular type of each such card shall be determined by an executed application for each particular card, constituting an integral part of this agreement.
- 12.1.3 While the card is issued the client's mobile number shall automatically be registered at the bank's SMS service (terms and conditions on using the SMS service is provided in the sources disseminated by the bank). The client has the right to refuse using the stated service making relevant indication in the application form.
- 12.1.4 Terms of use are further subject to bank's sources made on the basis of VISA and MasterCard international payment procedures and which shall be handed in to the cardholder together with the card. VISA and MasterCard international payment systems terms and procedures constitute an integral part of this agreement.
- 12.1.5 Card owner is the person, in whose name the card is issued (he may be the customer himself or any person entitled by him). Card owner is identified through the first name, surname indicated on the surface of the card, through the signature sample printed on it and secret personal identification code (pin-code). The business plastic card also contains the name of the customer.

- 12.1.6 The validity of the card is determined by the validity term appearing thereupon. The card shall expire on the last day of the month shown on the card.
- 12.1.7 For using the card, the customer is obliged to pay the service fee to the bank under the rates fixed by the bank.
- 12.1.8 Customer is authorized to have several card accounts and make use of a single card related to one card account only (for the purposes of this paragraph the card account is considered to be the combination of all accounts with common
- 12.2 **Procedures related to the card**
- 12.2.1 For each type of card the relevant bank account(s) shall be open at the bank.
- 12.2.2 Customer/card owner is authorized to use the available amount at his/her card account with the deduction of the card service fees and minimum balance. In case if the amount is overspent, the customer/card owner will be obliged to pay the commission fees related to such overspending.
- 12.2.3 For risk reducing purposes further restrictions may be imposed on using of card and card account by way of establishing additional limits by the bank.
- 12.2.4 Application to make additional card is signed by the person entitled by the customer from the one side and by the person in whose name the card is to be issued from the other (card owner).
- 12.2.5 The Bank is authorized to link different currency accounts to the single plastic card or different cards to the single bank account. Currency priority is determined by the client. Information about the remnants available on the account/accounts existing on the plastic card is shown in the plastic card system in the priority currency in accordance with the official exchange rate fixed by the National Bank of Georgia for the date of payment.
- 12.2.6 The client shall file a relevant application, pay minimum balance amount and the amount corresponding the annual service fee for the card as determined by the bank for the purposes of obtaining the card.
- 12.2.7 After transfer of the amount(s) mentioned in subparagraph 12.2.6 of this Agreement, to the card account, within the term fixed by the bank, bank will produce and issue the card to the card owner together with the pin-code or SMS code through which is possible to get the PIN code, accompanied by the relevant documentation and/or information material.
- 12.2.8 In case the client or the cardholder fails to collect the card within 90 (ninety) days from the date of issuance thereof, the bank will have the right to destroy such card and:
- 12.2.8.1 Commissions paid by the client shall not be returned to him/her;
- 12.2.8.2 The minimum balance and other amounts standing on the card shall be returned to the client as determined by the rule outlined in the subparagraph 12.4.6.1 of this agreement.
- 12.2.9 In case when the representative entitled by the account owner (customer) and the card owner is not the same person:
- 12.2.9.1 The Account owner (customer) is authorized to independently receive a new card, request change of priorities related to the currencies thereto, open card account(s), cancel the card, block/unblock the card account, receive the card detained by the ATM;
- 12.2.9.2 Card owner is freely authorized to receive the card which was made for him, block the card which was made for him, unblock (when the card has been blocked due to entering wrong pin-code only), receive the card detained by the ATM (when the card owner has forgotten the card made for him in the ATM or if such card has been detained due to malfunction of the ATM);
- 12.2.9.3 Request to make a new card for the card owner is to be submitted jointly by both the representative entitled by the account owner (customer) and the card owner.
- 12.3 Funds Standing to the Card Account, Unsanctioned Overdraft
- 12.3.1 The minimum balance in the amount to be frozen on the card account for the validity term of the card. The minimum balance is determined according to the type of card, to the terms and conditions established by the bank on the basis of VISA and MasterCard international payment system's recommendations. In case of spending over minimum balance as a result of any banking operation, the client shall immediately transfer funds to the card account compensating the overspent minimum balance.
- 12.3.2 The funds standing to the credit of the card account can be used within the limits determined by the bank; any use of the minimum balance is permitted only upon cancellation of all card linked to the account in accordance with the procedures established by the bank.
- 12.3.3 In the event card payment is carried out in the currency that is different from the card account currency, the money shall be charged from the cardholder's account and the charged money shall be converted. The conversion shall be carried out in the Bank's network under the fixed commercial exchange rate set by the bank on the payment day, while conversion outside of the network shall be carried out under the exchange rate set by VISA or MasterCard. For the purposes of this Agreement, "the Fixed Commercial Exchange Rate of the Day" implies the commercial exchange rate set by 10:00 o'clock in the morning.
- 12.3.4 Unsanctioned Overdraft is a negative balance created on the client's card account without the bank's authorization.
- 12.3.5 The client shall repay the amount corresponding to overcharge or unsanctioned overdraft up to the minimum balance immediately upon occurrence of the same
- 12.3.6 The client shall pay to the bank the interest for using the unsanctioned overdraft in accordance with annual tariffs established by the bank for using of unsanctioned overdraft and being in effect at the moment of occurrence thereof, based on 365 (three hundred and sixty five) in a year calculation method. In case of using an unauthorized overdraft, the maximum interest rate shall be defined as 48% per annum. The interest shall accrue from the date of establishment of unsanctioned overdraft until repayment thereof.
- 12.3.7 If the card is linked to different currency accounts and one of the currency accounts allow the credit/overdraft or exists non-sanctioned overdraft, in case of transfer of amounts to any account linked to the plastic cards, the amounts will be converted

- (conversion will take place in accordance with the commercial exchange rate fixed by JSC TBC Bank) and the credit/overdraft limit/non-sanctioned overdraft will be covered.
- 12.3.8 After the Client has performed transaction by the card on ATM, POS, E-commerce and the Bank terminal, the Bank shall block the amount equivalent of the performed transaction volume. If the conversion is required in the blocking process, the Bank-established Fixed Commercial Exchange Rate of the Day shall be applied. The exchange rates determined by VISA and MasterCard shall be additionally applied for operations performed outside of the network if the currency differs from GEL/USD/EUR.
- 12.3.9 If the payment order executed by the client using the plastic card exceeds the balance existing on the account in the currency indicated in the respective order (or there is no balance on such account at all), the amount required by the payment order (transaction) shall be deducted fully from the account opened in the currency corresponding to the currency indicated in the payment order (if any). The negative balance in the amount of insufficient funds shall be created in the respective currency account. If the balance on the preferred currency account is not enough, the negative balance shall be covered from the next preferred currency account. If there are not enough funds totally on all accounts, the funds shall be collected from different currency accounts for the purpose of covering the non-sanctioned balance that arises, in the sequence mentioned above.
- 12.4 Suspension and Cancellation of the Card and the Card Account
- 12.4.1 The card shall be suspended upon request of the client or the cardholder, in case of the loss or theft of the card. The cardholder or the client shall promptly notify the bank on the loss of the card in writing or by calling the bank at: +99532 272727. The bank shall then suspend the card (block the card) in accordance with the options given below at the request of the cardholder or the client:
- 12.4.1.1 Local stop list provides blocking of the card up to 1 (one) banking day insofar only the authorized transactions are concerned;
- 12.4.1.2 International stop list provides full blocking (unauthorized transactions) of the card up to 14 (fourteen) banking days.
- 12.4.1.3 For the purposes of this contract, the "stop-list" shall be an international or local list of the cards for which performance of transactions is limited and to which a special regime of services applies.
- 12.4.1.4 For the purposes of this contract, "authorization" ("authorized transactions") means confirmation of a transaction by a PIN code and/or by the security code indicated on the back of the card and/or by the combination of those details and/or by any other mechanism determined by the bank that is transferred directly to the customer/card holder and the confidentiality of which shall be the responsibility of the customer/card holder;
- 12.4.1.5 For the purposes of this contract, "unauthorized transaction" means a transaction which has not been performed with permission of the customer/card holder and is not authorized.
- 12.4.2 In case of breach of the terms of this agreement or of using the card by the cardholder and/or the client the bank shall have the right to suspend or block the card(s) at any time.
- 12.4.3 Within the validity period as shown on the card the client shall indemnify the bank against any loss occurred for any unauthorized operation performed with the blocked card solely unless listing thereof in an international stop list.
- 12.4.4 The cardholder and/or the client may object to any transaction from the blocked card in the event of listing thereof in an international stop list.
- 12.4.5 The cardholder shall be responsible for paying the fee for stop listing.
- 12.4.6 Bank is entitled to close card account when:
- 12.4.6.1 Under the written application of the card owner or after 30 (thirty) days from expiry of validity of the card, if the card owner does not present the written application for extension of the card validity during the mentioned period. In such cases, the card account will be considered to be closed and the amounts will be refunded to the card owner within no later than 30 (thirty) days from transfer of all the cards (including the additional card(s)) to the bank and only after the outstanding debt is fully repaid to the bank
- 12.4.6.2 Upon termination of the agreement between the bank and VISA or MasterCard. In such case the bank shall notify the cardholder of such event within 5 (five) banking days.
- 12.4.7 The bank shall monitor the transactions performed with the card by way of special software supply – monitoring module, meaning that the bank shall have the right to temporarily suspend the validity of the card if it suspects of any unlawful/unauthorized transaction. The client is entitled to refuse of monitoring on its card for the defined time period by filing special application to that effect.
- 12.5 **Rights and Obligations of the Parties**
- 12.5.1 **Both the client and the cardholder are under obligation:**
- 12.5.1.1 During the transferring process the client should examine completeness of the envelope in which is located PIN code or SMS code through which it is possible to get the PIN code.
- 12.5.1.2 to keep any documents related to the transaction made using the card for 6 (six) months from the date of such transaction and present those to the bank upon request.
- 12.5.1.3 In case of un-recognition of the operations (transactions) performed using the card, to apply to the bank in a written form within 45 (forty five) calendar days from the performance of such operation (transaction). Otherwise the claims for refunding the amount will not be accepted. In addition, customer/card owner is not entitled to claim against the transactions performed through the internet. Customer is obliged to pay the additional service fee related to investigation of the problem by VISA and MasterCard.

- 12.5.1.4 not to permit transfer (disclosure) of the card and its PIN code or SMS code through which it is possible to get the PIN code to third parties;
- 12.5.1.5 to reimburse to the bank any expenses in connection with any additional card services provided by VISA or MasterCard, if any.
- 12.5.2 In case of return of the challenged funds, the bank shall be under obligation to return such funds to the client's account within 90 (ninety) days.
- 12.5.3 The bank shall have the right:
- 12.5.3.1 to transfer funds remitted by vendors and service sales points (Casinos, gambling houses, etc.) that are over the minimum balance within 30 (thirty) days from the date of such remittance.
- 12.5.3.2 To block the card and/or card account (stop the operations) in case if the bank has the doubts, that non-sanctioned or illegal operations are and/or have been performed through the card or at the card account;
- 12.5.4 The bank is not responsible:
- 12.5.4.1 for any disputes between the cardholder and/or the client and vendors.
- 12.5.4.2 for unauthorized use of the card due to the fault of the cardholder and/or the client, including during the suspension period of the monitoring over the card upon the cardholders' and/or the client's request.
- 12.5.4.3 For the transactions performed using the lost/stolen card, unless the card holder has timely blocked the lost/stolen card, or for the transactions performed by a third party, if they are authorized.
- 12.5.5 In case of collection order or arrest is placed on any of the accounts of the customer/card owner, the credit limit or/and overdraft allowed at the customer's/card owner's account is considered to be automatically cancelled. In case of fulfillment or cancellation (revoking) of the collection order or lifting (revoking) the arrest, the bank will be entitled to unilaterally restore the credit limit and/or overdraft.
- 12.5.6 The condition stipulated in paragraph 12.5.5 shall cover all types of cards, including VISA and MasterCard as well as any other type of cards together with any kind of credit product linked thereto.

13. SHORT MESSAGE SERVICES (SMS SERVICES)

- 13.1 **Description of the service**
- 13.1.1 The SMS banking is a remote banking service allowing a client to: obtain information about his/her operations performed on clients bank account; request and obtain the necessary banking information, or carry out banking operations without presence in the bank, using the mobile phone number specified in the application submitted to the Bank, based on confirmation via SMS code sent to the mobile phone number specified in the application in accordance with the limits and rules defined by the Bank.
- 13.1.2 Customer will receive services automatically if he/she possesses any bank account and/or makes use of at least one banking product
- 13.1.3 The SMS service is regulated under provisions of this agreement, including exceptions stipulated under this Article 13.
- 13.1.4 This Article 13 shall apply to all existing and future accounts of the client with the bank.
- 13.2 **Rights and Obligations of the Parties**
- 13.2.1 The client shall be under obligation:
- 13.2.1.1 to send SMS to the cell phone number of the bank according to terms and conditions disseminated by the bank in its sources;
- 13.2.1.2 not to permit disposal of its cell phone and/or SIM card by third parties;
- 13.2.1.3 in case of change and/or loss of its cell phone and/or SIM card and/or cell number to inform promptly the bank through the telephone hot line (using the number +99532 2272727), in writing or by internet banking accordingly.
- 13.2.2 The bank shall be under obligation:
- 13.2.2.1 In furtherance of the client's notification (verbal (through the phone), written or through internet banking) on change of cell number or loss of the cell phone and/or SIM card, to ensure suspension of SMS service until receipt of new instructions from the client. If the application is submitted by the client to the bank verbally (by telephone), the client identification shall take place using the questions (of personal character, as well related to the client's products/operations) determined by the bank in advance.
- 13.2.3 The bank shall have the right:
- 13.2.3.1 to refuse carrying out the client's instruction in the event of incorrect (in breach of this agreement or provisions stipulated in sources disseminated by the bank) notification sent to the bank;
- 13.2.3.2 to send to the client advertising messages;
- 13.2.3.3 to send to the client messages on credit amounts (loan, overdraft, credit limit and/or other credit products), payment date, liabilities and/or effected automatic transfers (the bank shall not be under obligation to send the above notifications and in any event, regardless weather the client has received the above notification or not, it is under obligation to pay on time the credit (loan, overdraft, credit limit and/or other credit products) as well as other related payables (interest, fines, commissions, etc.).
- 13.3 The Parties agree that confirmation of banking operations by Client via SMS code sent on the mobile phone number specified in Client's application has an equal legal effect of a written document, which is printed on paper and signed by the client. Therefore, the parties agree, that confirmation of banking operations by Client via SMS code cannot be a prerequisite to the dispute between the parties.
- 13.4 After performance of banking operation by Client confirmed via SMS code, Client has the right to require the Bank to transfer the printed copy of the information on banking operation(s) (payment order) performed by Client. having an equal legal effect of bank operation(s) performed by the Client

- 13.5 The bank guarantees reliable protection of the electronic banking document (payment order) confirmed by the Client via SMS code

14. DEPOSIT SERVICES

14.1 Description of the service

- 14.1.1 Deposit service implies opening of a deposit account upon the client's (hereinafter the "depositor") application and accrual of interest on the funds standing to the credit of such deposit account.

- 14.1.2 The depositor is entitled to term and demand deposit as well as its modified services.

14.2 Calculation of Interest on the Deposits

- 14.2.1 The interest shall accrue to the deposit to be calculated be calculated on 365 days in a year basis in accordance with each particular deposit agreement executed by the parties and sources disseminated by the bank (including booklets, brochures, the web site of the bank, etc.).

- 14.2.2 The interest shall accrue to the funds held on the deposit account commencing with the next working day after the date of crediting the funds.

14.3 Obligations and Rights of the bank

14.3.1 The bank is under obligation:

- 14.3.1.1 to accept funds and pay the interest accrued thereon in accordance with the terms and conditions of this agreement;

- 14.3.1.2 upon the expiration of the term of the deposit or in no later than 7 (seven) calendar days from the depositor's request (according to the type of the deposit), to pay to the depositor all the funds standing to the deposit account, including the accrued interest, such payment to be performed in the same currency as the funds held in the deposit account.

14.3.2 The bank shall have the right:

- 14.3.2.1 to use, freely, on its own behalf and in its sole discretion, the funds standing to the credit of the deposit account;

- 14.3.2.2 to withhold and transfer to the state budget profit tax payments (if any) on the amounts payable to the depositor in accordance with the applicable rules, in the amount and within the periods as determined by the laws of Georgia.

- 14.3.2.3 in case there exists a matured obligation of the depositor towards the bank arising by operation of law or of any agreement with the bank, to cover such obligations from the depositor's any deposit account and/or to terminate the term deposit agreement without further consent or authorization of the depositor.

- 14.3.2.4 To open a client's operational account (current, card, realization or others similar) without his/her additional consent and/or a demand deposit account in any currency in the case, if it occurs that the client has no such account and/or additional opening of such account is needed (in this case, this agreement and/or any application signed by the client, by which the client joins this agreement, will be considered as the client's application for opening of an operational account (current, card, realization or others similar) and/or a demand deposit account);

- 14.3.2.5 The amount that has been deposited or credited to the client's operational account (current, card, realization, etc.) and/or demand deposit account on purpose of deposit opening on the account and/or adding funds to the deposit, to be transferred automatically (without the depositor's additional consent) to the depositor's and/or any person's deposit account that is referred in the deposit/transfer document;

- 14.3.2.6 The amount that has been received by transfer of sums to the demand deposit account of the client (in the cases when the deposit account number is indicated in the transfer documents) shall be initially transferred to the current account (settlement or demand deposit account) of the client and then to the deposit account of the client, as determined by the paragraph 3.2 of this agreement.

14.4 Special Provisions on Term ("Term", "Term +", "Golden") Deposits

- 14.4.1 In the event of the term deposit the interest shall accrue to the balance maintained on the deposit account.

- 14.4.2 Accrued interest on the term deposit shall be paid to the account indicated by the depositor in advance, on monthly basis or upon expiry of the term of deposit in accordance with the agreement executed by and between the depositor and the bank

- 14.4.3 In the event the depositor chooses to receive accrued interest on monthly basis, the accrued interest shall be credited to the client's account on each date of the month when the deposit was opened.

- 14.4.4 In the event the funds indicated by the depositor in the application are not deposited within 1 (one) week from the submission thereof, the agreement between the bank and the depositor shall automatically be terminated.

- 14.4.5 In the event of premature withdrawal of the funds from the deposit, the bank shall recalculate the interest accrued to the funds at the interest rate that is lower as compared to the standard interest rate.

- 14.4.6 In the event of premature withdrawal of the funds from the deposit as per paragraph 14.4.5 above, the depositor shall pay to the bank a breaking fee, which shall equal to the funds representing the difference between sums to be accrued under standard terms and recalculated as per paragraph 14.4.5.

- 14.4.7 In case of agreement between the parties upon expiry of the term deposit it shall be automatically extended for the further term of the deposit agreement. In case of extension (prolongation) of the deposit the date of each new deposit shall coincide with the expiry date of the previous one, whereas the accrued interest, subject to withholding and deduction of the income tax payable thereof to the state budget (if any) shall be deposited to the principal deposit (with the form of capitalization) or shall be transferred to the depositors other account at the depositor's discretion. The automatically extended deposit shall be subject to the relevant terms and conditions existing at the bank at the time of such extension.

- 14.4.8 The bank shall have the right to notify the depositor on expiry of the deposit term through SMS or by any other form stipulated in this agreement. The SMS shall be sent to the depositor on its cell phone number provided in the application. The depositor is

under obligation to inform the bank on change of the cell phone number, the bank shall otherwise not be responsible for the consequences occurred thereupon.

14.5 **Special conditions on Demand Deposits**

14.5.1 In case of saving deposit the interest shall accrue on the balance existing on deposit account at the end of operation day.

14.5.2 In case of "my safe" deposit interest shall accrue on the least balance existing on the deposit account commencing from the first day of calendar month until (inclusive) the last day of the same month.

14.5.3 Accrued interest on the demand deposit (meaning the saving and the "my safe" deposits) shall be credited to the indicated account of the depositor's on the monthly basis, on the last day of each calendar month. In the event the last day of the calendar month is a holiday, the accrued interest shall be credited on the following working day.

14.5.4 The depositor can freely, without any restrictions deposit onto the demand deposit account and/or withdraw/transfer the funds therefrom (within the depositor's account).

14.5.5 The bank shall have the right to amend the interest rate on demand deposits and/or the method of accrual of interest rate unilaterally, at its sole discretion by way of 2 (two) calendar days advance notice by way of disseminating the relevant information at its branches and service centers or through placement on web site at www.tbcbank.ge.

15. GENERAL CONDITIONS OF CREDIT PRODUCTS

15.1 Based on this agreement, client is entitled to use the credit product described under Article 16 of this Agreement.

15.2 Credit product mentioned under paragraph 15.1 of this Agreement is described in relevant part of the Agreement. General provisions of the credit product are defined by this article, while specific conditions are defined and regulated by the agreement on the corresponding credit product concluded by the Parties. As a rule, other types of credit products are issued on the basis of the agreement concluded between the Bank and the client on credit product services, which does not eliminate the possibility to issue any credit product directly on the basis of this Agreement.

15.3 In order to receive credit product, client must apply to the Bank with application (it is possible to receive some products by submitting application via electronic communications – telephone, internet, e-mail, etc.). Bank shall review the client's application and make a decision on issuance or non-issuance of the credit product (Bank is not obliged to state the reason for non-issuance).

15.3.1 Client may, at any time, make a request through any remote channel/means of electronic communication of the Bank for receiving a copy of credit product agreements (including a copy of agreement on credit products obtained through remote channels) signed between the client and the bank and visit the Bank's branch / service center for taking the copy

15.4 Upon receipt of the credit product, client (debtor) will be obliged to repay it and to pay the interest profit in accordance with the provisions agreed with the Bank.

15.5 Monetary obligations of the client are secured as a rule by the amounts accumulated on his account (accounts).

15.6 If the client does not have settlement (current) account, application for issuing the credit product will be at the same time considered as the application to open the settlement (current) account and such account will be opened for the client prior to issuing the credit product.

15.7 In order to cover the credit product by the client/card holder with the amount transferred to the bank or with the existing amount on the account of card holder/client, first of all, insurance premium will be covered with the aforementioned amount, afterwards the penalties will be covered for delaying the payment term (if applicable), afterwards interest profit will be covered and finally, the basic amount of credit will be subject to coverage. Client is entitling the Bank to:

15.7.1 Amend the rule prescribed by Paragraph 15.7 of this Agreement;

15.7.2 To define independently the order of fulfilling obligations by the client (prioritizing), i.e. to decide independently the amount (quantity) and type of obligation related with any credit product, which must be covered by the amount (amounts), transferred to the Bank by the client and/or by the amount (amounts), which are existing on the account (accounts) of the client. This means, that the client authorizes the Bank to determine the order of fulfilling obligations (prioritizing) under the name of the client.

15.8 If monthly payment of amount is delayed, the client/card holder will be obliged to pay the penalty to the Bank for delay, which might comprise of fixed penalty and daily penalty, the amounts of which are determined according to the tariffs established by the Bank during the moment of delay.

15.9 Credit product will not accrue late payment interest if the day of deposit (transfer) of amounts coincides with the non-banking day. In such case, the Client shall deposit (pay) the payable sum to the relevant account on the following banking day.

15.10 In order to obtain the credit product, if within the timeframe agreed with the Bank, the client/card holder does not cover the credit obtained from the Bank, deposited interest, penalty (if applicable), insurance premium or does not pay on time any commission fee defined by the Bank, the Bank shall be entitled:

15.10.1 To secure its demand by arresting bank accounts and/or selling any assets of the client/card holder (this right does not limit the right of the Bank arisen on the basis of paragraph 3.2 of this Article) irrespective of whether the customer's obligation (bank's request) is secured with the right in rem (mortgage, pledge). Besides, the bank is authorized, at its discretion, to execute in the first place a writ/payment of the asset and intangible property of the Customer, which is not the object of a security of the Customer's liabilities.

15.10.2 To demand from the client/card holder any time to conclude pledge or mortgage agreement in order to cover the debts originated by using the credit limit (In this case, client/card holder will be obliged to conclude relevant agreement with the Bank within no later than 5 (five) working days from the receipt of the request by the Bank, according to which the client/card holder

- shall secure the property to be received by the Bank by mortgage or pledge, the amount of which must not be less than the total sum of used credit product, deposited interest and the penalty. The client/card holder shall register the rights of the Bank in relevant registry. Expenses associated with the conclusion of the agreement (agreements) and the registration of rights, originated from the Agreement, in the registry will be carried by the client/card holder);
- 15.10.3 To request the transfer of pledge and/or mortgage object and after the transfer, to alienate the pledge and/or mortgage object by direct selling or other rules prescribed by the Civil Code and after covering the necessary expenses for realization, to use the received amount to cover the credit. If the amount received as a result of selling pledge and/or mortgage object does not fully cover the debtor's debt, the Bank is authorized to direct enforcement on any property of the client/debtor.
- 15.11 In case of delay of payment of monthly amount, interest profit, penalty or insurance premium by the client/debtor, also in case of improper and untimely fulfillment (violation) of any pre-condition, additional condition, requirement of the Bank towards the client and/or any obligation undertaken by the client or in case of other significant basis, the Bank shall be authorized to terminate independently the credit relation and/or relevant agreement and/or demand from the client/debtor to return the credit product in addition to other due fees (interest profit, penalty and other).
- 15.12 The client is entitled to advance repayment of bank credit, loan, overdraft, credit limit and/or any credit product provided for by any contract signed with the Client/Borrower (for the purposes of paragraphs 15.12-15.17 hereinafter referred to as the "credit") prior to the date specified in the schedule of payment (including advance full or partial return and/or refinancing of the credit) only by submitting the relevant written (printed or electronic version) application to the bank by the Client/borrower within 5 (five) calendar days prior to estimated payment date. Besides, in the cases provided for by the legislation, upon advance full or partial repayment, the Bank is entitled to specify to the Client a longer period for prior notice than specified in the present paragraph.
- 15.13 In case of prepayment of the part of the loan, the bank shall be authorized to unilaterally change the payment schedule (draft a new schedule), in which case, the Client/borrower shall pay off the loan according to the new schedule of the bank. The new schedule shall be drawn up one of the following principle: 1) the payable amount (principal amount (remainder of the credit) will be equally distributed over the remaining period until the loan is fully repaid ; or 2) the period, remaining till full repayment of the credit will be reduced and the amount, payable in periodicity, envisaged by the schedule will remain unchanged.
- 15.14 In case of presenting application to cover the credit in advance to the Bank, client/debtor shall be obliged to present the Bank with any information/document, which directly or indirectly provides opportunity to establish the fact of credit refinancing or rejects the fact of credit refinancing.
- 15.15 In case, if the relevant credit conditions foresee the commission fee for refinancing and the Bank shall have a doubt, that the refinancing is taking place, the Bank shall be authorized after receiving the application of the client/debtor regarding the advance payment of the credit, to request the client additionally to present any information/document related with credit refinancing within no later than 2 (two) banking days from the date of the request.
- 15.16 Credit refinancing shall include advance payment (prior to the agreed term) directly and/or indirectly, independently and/or with the help of other person (persons) of the credit obtained from TBC Bank with the amount issued by any financial institution (commercial bank, microfinance organization, credit union and/or other person) directly and/or indirectly, independently and/or with the help of other person (persons).
- 15.17 Parties agree, that:
- 15.17.1 Bank is not obliged to prove the fact of refinancing and it has a right, upon receipt of information on credit re-financing by any information sources, to make a decision on imposing relevant commission fee and/or penalty on the client/debtor, meaning that burden of proof related with the non-existence of the refinancing fact is upon the client/debtor;
- 15.17.2 Amount of advance payment and re-financing commission fee and/or penalty is determined by the agreement (agreements) concluded with the client/debtor;
- 15.17.3 In case, if client/debtor proves the non-existence of refinancing fact by applying to court, Bank will be obliged to return only the deducted commission fee and/or penalty, and the client/debtor refuses to compensate the damage caused by the Bank activities (by violating the obligations undertaken with this Agreement).
- 15.18 In case, if the Bank demands insurance policy by the client to use credit product, client/card holder will be obliged:
- 15.18.1 To conclude insurance agreement with one of the persons acceptable for the Bank, in accordance with the conditions and tariffs defined by the latter;
- 15.18.2 To implement the insurance in accordance with the conditions requested by the Bank.
- 15.18.3 To ensure the naming of Bank as the only beneficiary in the insurance policy.
- 15.19 In case, if the client/card holder does not pay insurance premium in accordance with the rule and timeframe prescribed by this Agreement, the debt shall be considered delayed.
- 15.20 In case of essential worsening of the insurance conditions or increase of insurance tariffs, client/card holder shall have a right to express the intention in writing to annul the requirement of obligatory insurance. Bank shall make a decision independently regarding the annulment of the requirement of obligatory insurance by applying its own credit principles and rules.
- 15.21 Client/card holder agrees, that the Bank shall deduct monthly insurance premium for the benefit of the insurer (insurance company) from any account of the client/card holder in accordance with the rules envisaged by paragraph 3.2 of this Agreement.
- 15.22 The client grants the bank an unconditional right to provide the guarantor(s) and/or any persons, whose property acts as the security for client's liabilities with the information on the client's liabilities with the bank and upon request, provide them with copy(s) of the corresponding agreements between the Bank and the client (including the bank loan agreement).

- 15.23 The client agrees that JSC "TBC Bank", in accordance with the procedure stipulated by the legislation and the agreement concluded with the Credit Information Bureau (hereinafter referred to as "the Bureau"), shall be authorized to: a) with the purpose to render banking services to the client effectively and without interruption, b) with the purpose to process the application/request of the client on receipt of the credit products, c) with the purpose to monitor the current credit product(s) of the client, d) with the purpose to unilaterally offer the credit products to the client (without client's application) and to implement these objectives, at any time, without further consent of the client, to transfer any data of the client to the Bureau (positive, as well as negative) or/and become familiar with any information of the client kept in the electronic database of the Bureau (process any information about the client in any volume and amount, as required for achievement of specific goal); with such consent the client acknowledges and confirms that the power granted to JSC "TBC Bank" is not limited in time, which grants the right to the bank to check any information kept about the client in the electronic database of the Bureau at any time (in any volume and amount, as required for achievement of specific goal), in order to achieve the objectives listed above. In addition, the client confirms that he/she is aware of his/her own rights and he/she can, at any time, receive information from the Bureau about the data processed in relation to him/her, request to make amendments/additions and require the Bank to terminate further processing of the data, except for the case when the client benefits from the current credit product(s) at the Bank.
- 15.24 Bank has a right to request and receive any personal information about the client held by third party (parties) or administrative bodies in order to make a decision on issuing the credit and/or to ensure the fulfillment of undertaken obligations by the client towards the Bank (including credit repayment).
- 15.25 If the client violates obligations undertaken by any agreement with the Bank or this will be necessary due to business reputation of the Bank and/or protection of legal interests, Bank shall have a right to transfer to the court/arbitration/National Enforcement Bureau and/or use the information about client, as well as any document signed by the client.
- 15.26 Bank is authorized:
- 15.26.1 In order to fulfill any imposed obligations, to deduct amount from any account of the client after the origin of such obligation and without additional consent of the client. In case if the debt is in a currency different from the currency of the amount on the account, the equivalent is determined by the exchange rate determined by the Bank during the moment of deduction;
- 15.26.2 Without further consent of the client, to transfer the service fee for the National Agency of Public Registry, Service Agency of the Ministry of Internal Affairs and/or other type of fee for other administrative body and/or other type of fee related with issuance of credit (including insurance premium) from any account of the client to the account of the relevant person;
- 15.26.3 To deduct relevant amount from any account of the client without further consent of the client in order to pay the amount to the person, from whom the client will purchase the thing or receive service with the help of issued credit, and to convert the amount into national currency, to deposit the amount in GEL account of the client and to transfer the amount to the account of the relevant person.

16. CREDIT LIMIT

- 16.1 Granting the credit limit on the card account shall be deemed as granting the client the right to use the credit sources within the established limits.
- 16.2 In order to obtain the credit limit the cardholder shall petition to the bank with the relevant application. The cardholder shall indicate in the application the maximum amount of credit limit the cardholder wishes to obtain; credit limit currency; term for return of utilized credit limit; interest rate (in accordance with the rate established by the bank) and other information.
- 16.3 Upon receipt of application from the card owner the bank shall study the possibility of allowing the credit limit and in case the positive decision is made the bank authorizes the card owner to use the credit limit allowed at his/her card account as per the conditions established by the bank, about which the card owner shall be properly notified through any forms provided by this agreement. At the same time, the customer shall be obliged to contact the call center of the bank (at the telephone number +99532 2272727) within 3 (three) business days after the date of submitting the application to the bank to make inquiries about the credit limit allowed at his/her card account.
- 16.4 The cardholder shall pay to the bank interest for the utilized credit line. The annual interest rate shall be determined in accordance with established tariffs for use of credit line being in effect at the time of utilization of such, based on 365 (three hundred and sixty five) in a year calculation method. The interest on utilized sum shall accrue from the date it occurred until the date of full repayment thereof.
- 16.5 After the moment of utilizing the credit limit or its part, the card owner becomes obliged to pay the monthly due payment amounts to the bank. The monthly due payment amount, usually, comprises: insurance premiums amount, the utilized credit limit part and the interest profit credited for the utilized credit limit
- 16.6 The monthly due payment amount should be paid according to the paragraph 16.3 of this agreement, in the time periods specified in the information sent by the bank to the client for.
- 16.7 The bank shall have the right:
- 16.7.1 In the event of material change of circumstance upon which the bank has permitted the credit line, breach of cardholder's obligations hereunder and/or force-majeure at any time, without the prior consent of the cardholder to unilaterally suspend and/or cancel validity of the card or cancel/reduce credit line and/or to request the cardholder repayment of utilized amount together with the accrued interest and fines within no later than 14 (fourteen) calendar days from so informing the cardholder.

- 16.7.2 On its initiative and without the prior notification to the cardholder to allow credit line on the cardholder's card account, increase the existing credit line or the validity term thereof. The cardholder declared the consent on the above right of the bank by signing the relevant application.
- 16.8 The cardholder shall pay the commission for granting the credit line, increasing the existing credit line, increasing the validity term of existing credit line or the information related thereto in accordance with the relevant tariffs determined by the bank.

17. PAYROLL PROJECT

- 17.1 **Description of the service**
- 17.1.1 The payroll project service implies the transfer of funds upon the client's request from its current account to the accounts of the client's employees (hereinafter the "employees") through the special system – payroll program module (hereinafter the "module").
- 17.1.2 The client may, at its discretion pay its employees' commissions for card issuance and withdrawal of funds from the accounts.
- 17.1.3 The payment operations performed by the bank from the client's account through its payroll program module are carried out by way of special program agreed in advance between the parties (by way of disc, compact disc, internet banking, EXCEL file or file with db extension).
- 17.1.4 Upon the client's wish the bank shall convert funds transferred on the employees' accounts (transfer from GEL account to foreign currency account) with the established exchange rate.
- 17.1.5 In order to establish relations with the bank regarding the payroll offer and the module, the client shall act independently or via the person appointed by him/her, for whom the representative powers shall be concluded by the Bank in the form offered to the client
- 17.1.6 For the purposes of obtaining the module services the client shall petition to the bank with the application as per paragraph 1.2 of this agreement.
- 17.1.7 When taking advantage of the payroll offer, if the funds (salary) are not transferred from the client's account to the employee's account during 6 (six) months (if there is not turnover), the employee shall lose all advantages which applied within the framework of the payroll offer. Additionally, in case if during the validity of payroll offer, the funds (salary) are not transferred from the client's account to the employees' accounts during 6 (six) months, together with termination of the discounted fees/privileges for the employees the client shall stop taking advantage of the service which it received under the payroll offer and all other discounts which the client benefited from within the framework of the aforementioned service shall be terminated
- 17.2 **The client shall be under obligation:**
- 17.2.1 to submit to the bank information regarding the funds subject to transfer to the employees' accounts by way of device containing an electronic information (compact disc, etc.) in the form of electronic file pre-agreed by the parties;
- 17.2.2 in the event the client wishes to transfer salaries of the employees' accounts, to submit to the bank payment order with the aggregate amount of salaries to be transfer on the employee's accounts as well as employees registry (list) printed out from the electronic file as per paragraph 17.2.1 stating the employees account numbers, amounts and currencies in which the bank shall convert the salaries transferred to the employees accounts according to the exchange rate of the bank.
- 17.2.3 to inform immediately the bank in writing on termination of employment relation with the relevant employee;
- 17.2.4 to pay in full the bank service commissions of cards procured for the employees within the payroll program (before expiry of the card's validity term), in the event the client refuses to use services provided in this Article and/or this agreement within one year from commencement of using payroll program module services;
- 17.2.5 to pay to the bank withdrawal fees of the funds from employees cards procured within the terms of payroll project, in the event it is indicated in application on payroll program module.
- 17.2.6 Submit to the bank the copies of the employees' personal identification documents (ID cards, or passports) and the copies of taxpayer's certificates (if any), the conformity of which to the original documents shall be certified by signature of the client's authorized representative;
- 17.2.7 Timely provide the client's employees with the complete, accurate, understandable and necessary-for-decision-making information on the bank services and products, which will not incite the employees (customers) to make such decisions that they wouldn't make under the condition of holding accurate and complete information;
- 17.2.8 Provide the client's employees with the information on currency risk when the employees' (customers') revenues are not hedged against exchange rate changes. Furthermore, in case of foreign currency deposit placement/credit receipt, provide the employees (customers) with the information on the products under similar conditions in the national currency;
- 17.2.9 Before signing the agreement, introduce each employee (customer) to the financial costs set forth in the agreement and after obtaining explicit consent, enter into the agreement therewith.
- 17.2.10 Receive from the bank and give the client's employees the plastic cards with PIN codes, internet banking codes in sealed envelopes, Smart Club cards, Pay stickers and other documents, also ensure that the holders sign the plastic cards;
- 17.3 **The bank shall be under obligation:**
- 17.3.1 to transfer funds to the employees accounts in no later than 3 (three) working days from receiving an order stipulated in paragraph 17.2.2 of this agreement.
- 17.4 By signing the present agreement, the client and the bank agree that for due performance of the obligations determined in article 22.2.5-22.210 of the agreement, representative of the bank in relations with the client's employees will be the client or by

- signing salary project involvement application, the client's employee nominated (appointed) by the client who will directly perform the actions given in article 22.25-22.2.10 on behalf of the bank. Client or the person appointed by it shall be obliged to:
- 17.4.1 Personally make (create) copies of the documentation confirming identity of the employed persons and attest the compliance of those copies with the original in accordance with the rule established by the regulation ("about the rule for receipt, systematization, processing and transfer of the information by the commercial banks to the Financial Monitoring Service of Georgia") approved by the Head of the Financial Monitoring Service of Georgia;
 - 17.4.2 to be present personally during signing of application on participation in payroll program by the employees and upon request of the bank confirm thereto (or to any other person nominated by the bank) immediately in writing or in any other form requested by the bank that a person indicated in the relevant application has indeed in personnel performed the signature.
 - 17.4.3 to submit to the bank certified copies of employees' personal identification documents in no later than 5 (five) calendar days after such certification.
 - 17.4.4 Receive from the bank and give the client's employees the plastic cards with PIN codes, internet banking codes in sealed envelopes, Smart Club cards, Pay stickers and other documents, also ensure that the holders sign the plastic cards;
 - 17.4.5 Perform the duties set forth in paragraphs 17.2.5 – 17.2.10 of this agreement in good faith, fully and properly.
 - 17.5 If the client involves a new employee in the payroll program, the client shall be deemed the bank representative again having the limited powers under paragraphs 17.2.5 – 17.2.10 of this agreement; and the person nominated (appointed) in compliance with paragraph 17.4 of this agreement shall perform the duties set forth in paragraphs 17.2.5 – 17.2.10 of this agreement in terms of a new employee of the client

18. ENCASHMENT

- 18.1 **Service description**
- 18.1.1 The encashment services consider transportation (encashment) of the client-owned cash and valuables on the client's demand.
- 18.1.2 The encashment service conditions are described in detail in the Annex #5-8 of this agreement, which is an inseparable part of this agreement;
- 18.1.3 In order to use the encashment services, the client has to submit an application to the bank according to the paragraph 1.2 of this agreement.
- 18.2 **The client is obliged:**
- 18.2.1 To open an operational (current) account in the bank, if using the encashment services;
- 18.2.2 To inform the bank about the need of the encashment services in writing in 24 (twenty-four) hours in advance;
- 18.2.3 Strictly follow the conditions, described in the Annex #5-8 of this agreement;
- 18.2.4 Meet the bank's cash office committee claims regarding the cash amount/quantity of the valuables and/or suitability of the bank notes;
- 18.2.5 Timely deliver the cash/valuables to the bank representative and sign the relevant documents after check-counting the cash/valuables;
- 18.2.6 Maintain the schedule confidentiality of the cash/valuables delivery and transporting away by the bank;
- 18.2.7 Properly check the document certifying the representative's authority;
- 18.2.8 Provide an isolated parking with a free, illuminated entrance, usually on the ground floor;
- 18.2.9 To hand the cash/valuables over to the bank only in sealed bags;
- 18.2.10 Timely pay the service fees (commission charge) to the bank;
- 18.2.11 If damaged foreign currency notes are found among the cash, handed over to the bank for the encashment, to pay the bank a commission charge for accepting the damaged foreign currency notes, based on the rates existing for the moment, when the bank has received the damaged notes;
- 18.2.12 Maintain confidentiality of the text of this agreement and information relating to it (this obligation shall remain in force even after termination of this agreement).
- 18.3 **The client is entitled:**
- 18.3.1 After informing the bank previously, attend the final check-count of the cash/valuables in the bank or at other destination. If the client is not attended during the final check-count of the cash/valuables, and during such check-count a shortfall of the cash/valuables will occur, the client responsibility for the incorrect information falls on the client, the cash/valuables actually registered by the committee will be credited to the client's account, and a certificate will be issued regarding the shortfall of the cash/valuables.
- 18.4 **The bank is obliged:**
- 18.4.1 To provide qualitative encashment services to the client;
- 18.4.2 To ensure integrity of the sealed bag upon their receipt from the client.
- 18.5 **The Bank shall be entitled to:**
- 18.5.1 Refuse services (encashment) on the client in the case if a damaged seal is revealed on the bag, or/and in the case if the location of the building (the facility), considered for the encashment, is not acceptable for the ban.

19. Nominee Account

- 19.1 **Description of the service**

- 19.1.1 The Service considers opening of the Aggregated nominee account or Segregated nominee account (hereinafter the Nominee Account) for the Client (hereinafter the Owner of the Account) by the Bank on the basis of the application of the Client and in accordance with the Georgian legislation. The Nominal Owner's account will be opened only in the form of current account.
- 19.1.2 Only the financial means of the owner of the account can be allocated or transferred from the Nominee Account, which is owned and disposed by such person in accordance with the Georgian legislation, and separated from its personal financial means.
- 19.1.3 In case of such request from the Bank occurs, a person with the ownership right over the Nominee Account is obliged to submit to the Bank information regarding its client (clients) and/or regarding their beneficial owners.
- 19.1.4 The Nominee Owner shall be held responsible for the content and purpose of the operations carried out on the Nominee Account.
- 19.1.5 It is not permissible to dispose the amount located on the Nominee Account on the basis of the assignment represented directly by the Client of the Nominee Owner of the Account.
- 19.1.6 The Nominee Account can be transferred (registered) on other person's name on the basis of decision made by the authorized person as determined by Georgian Legislation.
- 19.1.7 Standard tariffs set by the Bank for the current accounts apply to the Nominee Account.

20. Provisions for Credit relations and/or Termination of the Agreement

- 20.1 Bank is entitled to terminate its relations with the customer and/or the validity of any, several or all additional agreements and/or require the customer to refund the principle, interest and surcharge (if such exists) in case any of these circumstances are taking place:
 - 20.1.1 Customer breaks any obligation either under this agreement, any additional contract signed on the basis of this agreement or any document signed with the bank;
 - 20.1.2 Customer violates payment commitments under the schedule attached to any additional agreement signed on the basis of this agreement;
 - 20.1.3 Any prerequisite, additional condition and/or the claim of the bank made to the customer is not fulfilled (violated);
 - 20.1.4 Customer undertakes any commitment without prior written consent of the bank;
 - 20.1.5 Customer makes use of credit product received under any additional agreement inappropriately (violates its purpose of use);
 - 20.1.6 Customer's capital reduces significantly;
 - 20.1.7 Significant changes take place in the property of the customer without prior written consent of the bank;
 - 20.1.8 Significant changes of the customer, his/her surety, founders of any party and/or guarantor of any contract signed for securing this agreement, as well as changes in management or executive/supervisory board take place without prior written consent of the bank;
 - 20.1.9 Significant part of customer's assets (twenty percent or more) is alienated without prior written consent of the bank;
 - 20.1.10 Property and/or financial conditions of the customer, his/her surety or any party and/or guarantor of any contract signed for securing this agreement is deteriorated or the risks that such circumstances will be occurred are becoming real;
 - 20.1.11 Any party to the contract signed for securing this agreement, or its successor, violates any provision of the corresponding agreement;
 - 20.1.12 Collateral(s) of this agreement are destroyed, damaged and/or depreciated for which the bank shall not become liable;
 - 20.1.13 Enforcement procedures are commenced against the customer;
 - 20.1.14 Any banking account or property (any item or nonmaterial property) of the customer is arrested or any action is made towards the property of the customer to enforce the claim, decision and/or tax liabilities;
 - 20.1.15 Any rights, obligations and/or limitations (including tax lien/mortgage, arrest, and etc.) are enacted against any property of the customer being encumbered with security interest or mortgage for the purpose of securing this agreement, and/or any item and/or nonmaterial property of the customer;
 - 20.1.16 There is a risk that the customer, his/her surety, or any party and/or guarantee of any contract signed for securing this agreement are announced liquidated or insolvent or if the decision about liquidation is made by any person listed above;
 - 20.1.17 Any authorized entity deprives customer of any asset or its significant part, or performs nationalization of such an asset and/or if any other form of expropriation is taking place;
 - 20.1.18 Any application and/or information submitted to the bank by the customer turns out to be significantly wrong or incorrect (untrue);
 - 20.1.19 Customer commits any action which aims at misleading the bank;
 - 20.1.20 Any circumstances that may call into question the fulfillment of any obligation(s) of the customer, his/her surety, or the party to any contract signed for securing this agreement, or timely payments by the customer.
- 20.2 The customer shall be obliged to notify the bank immediately whenever any of the circumstances listed in the subparagraph 20.1.1-20.1.20 is taking place;
- 20.3 In cases described in the paragraph 20.1 of this agreement (regardless of whether any of the circumstances listed in the paragraph 20.1 of this agreement is taking place due to customer's fault) the customer shall be obliged to return immediately (or within the period defined by the bank) the principle amount to the bank together with the interest accrued, surcharge (if such exists) and fulfill all financial commitments taken before the bank;
- 20.4 Whenever any of the circumstances described in the paragraph 20.1 of this agreement are occurred the bank shall be entitled to place customer under strict monitoring regime without customer's subsequent consent (without notice), which means that the bank is fully authorized to send its representative to the customer (any of premises belonging to the customer) in order to collect

the whole or the part of the amount payable to the bank directly from the customer (including cash register) through monitoring customer's actual revenues;

20.5 In cases described in the paragraph 20.4 of this agreement the customer shall be obliged to secure immediate access for the bank representative to examine mortgaged item and collateral and/or any of customer's assets (property) and/or study customer's financial status, which shall not exclude the possibility of application of any other rights granted to the bank under this agreement and/or the legislation.

Parties to the Agreement

The Bank

Client

JSC TBC Bank

Identification number:

Identification number:

Address:

Address:

Telephone number:

Telephone number:

e-mail:

Signature

Signature

Full name distinctly

Full name distinctly

Signed on November 22, 2012