

## Status Service Agreement

### 1. Subject to the Agreement

1.1. The Bank, based on the criteria determined by itself, offers personal banking services to the Client, which considers maximum fast and comfortable banking services rendered by personal banker to the TBC Status Client regarding all banking products existing in the Bank, in the specific format determined by the Bank. TBC Status Client will receive all specific types of banking services with the terms and offered tariffs stipulated in the relevant Agreement.

### 2. Description and the Terms of the Services

2.1. The Bank will render to the TBC Status Clients the following banking services: Distant services - shall have a meaning of giving/confirming the assignments by the TBC Status Client to the personal banker through e-mails, cell phones, internet banking, mobile-banking, SMS and other means for carrying out banking operations in accordance with the terms and within the scope of limits determined by the Bank.

### 3. Terms of receiving the Service

3.1. TBC Status service can be offered to the Bank clients, which comply with the TBC Status service selection criteria determined by the Bank.  
3.2. In case of violation of the selection criterion, TBC Status Client will be given 3 (three) month grace period, during which term the personal banker will still provide service to it.  
3.3. In case the Client fails to restore the TBC Status Client selection criteria before expiration of the grace period, the bank shall be authorized to terminate TBC Status service agreement unilaterally and do not offer to the Client exclusive terms, therefore after this the Client will be rendered standard services existing in the Bank.

### 4. Rights and Obligations of the Parties

#### 4.1. TBC Status Client is authorized to:

4.1.1. Give to the personal banker assignments on carrying out the banking operations. The assignments shall be in written form, through e-mail, cell phone, Internet banking, mobile banking, SMS and other means according to the terms of the Agreement on banking operation conduct by physical person.  
4.1.2. Select at his discretion the preferred bank product from the services offered by the Bank, for which he fills out relevant appropriate form;  
4.1.3. Request additional information regarding any banking product or banking operation;  
4.1.4. Receive consultation from the personal banker regarding any banking matter.

#### 4.2. TBC Status Client is obliged to:

4.2.1. Carry out the banking operations in accordance with the Agreement on carrying out the banking operations by the physical persons and in compliance with the limits, terms and clauses determined in annex N1 to the Agreement on TBC Status Service.  
4.2.2. Ensure, within 5 (five) business days after performing the operation by the Bank, signing the Documents confirming the authenticity (legality) of transfer / conversion transactions without visiting the Bank – if the assignment is not confirmed through e-mail, SMS code or internet-banking in compliance with the rules and within the limits determined by the Bank.  
4.2.3. Ensure, within 1 (one) calendar month after fulfilling an assignment by the Bank, signing the documents of opening/closing/termination of the account/deposit/card and registering/cancelling the electronic products, if the assignment is not confirmed through e-mail, SMS Code or internet-banking in compliance with the rules and within the limits set in this Agreement and the Bank.  
4.2.4. In case of request from the personal banker or other employee of the Bank, submit to the author of the request valid, detailed and exact information regarding financial operations carried out by it.  
4.2.5. Fulfil terms of the Agreement.  
4.2.6. Keep confidential codes, passwords or other identification means transferred to it. Besides, in case of losing and/or rising any doubt, it shall notify the Bank immediately. In case, third parties become aware of the above-mentioned information due to the Client's fault, the Bank shall be free from any responsibility and outcome(s) caused by the mentioned.  
4.2.7. In case of the request from the Bank, The Client is obliged to confirm to the status banker or the Bank's representative distant assignment, otherwise the Bank remains with the right not to fulfil the mentioned assignment.

#### 4.3. By signing this document, TBC Status Client expresses and confirmed the following circumstances:

4.3.1. Any notification between the parties shall be carried out in writing, or in any other form determined by the Agreement executed/to be executed between the Parties. Notification shall be sent to the last address that became known for the sending party.  
4.3.2. The Bank can use any means of communication for sending notification (including the electronic, digital, telephone and other).

4.3.3. The Bank shall not be held responsible for outcomes caused by receipt of any other person notification or any documentation reflecting any other information if such notification or documentation was sent by the Bank in accordance with the information submitted to the Bank (e-mail, Internet banking).

4.3.4. The Bank shall not be held responsible for outcomes caused by actions/omissions carried out and caused by in accordance with the notification or documentation reflecting other information received by the Bank, if such notification or documentation was sent by Client to the Bank or sent by other person.

4.3.5. Any notification sent to the Bank through electronic means (e-mails, internet banking) have power of legal document printed on the paper and confirmed by the Client (as if it was executed in writing and signed).

4.3.6 By this Agreement the Customer expresses his/her consent that any telephone conversation carried out by/with the Customer (including his/her any request/ statement on receiving Bank information, registration for the use of banking services, making changes to the registered data, receiving Bank (including credit) products or/and carrying out transaction) to be recorded in the electronic database of the Bank and in case of dispute, such recording (if any) to have power of evidence (to be used as an evidence). Recording of the telephone conversation is considered as the property of the Bank and within the period of three years after its recording the Bank is obligated to share the recording with the Customer in the form acceptable for the Bank no later than 15 (fifteen) calendar days following receiving the written request on the above from the Customer.

4.3.7 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, confirmation of banking operations by Client via SMS code cannot be a prerequisite to the dispute between the parties. 4.3.8 After confirmation of banking operation by Client via SMS code, Client has the right to require the Bank to transfer the copy of the printed document having an equal legal effect of bank operation(s) performed by the Client

#### **4.4. The Bank is authorized to:**

4.4.1 Decline carrying out operations contradicting terms of the present Agreement executed with the TBC Status Client and other applicable legislation.

4.4.2. Request from TBC Status Client usage of the security means regarding the operations to be carried out without visiting the Bank.

4.4.3. Improve the services described under this Agreement any time, amend the terms, characteristics, on this the Client expresses its consent in advance.

4.4.4. Contact the Client during the working hours (through phone, fax, cell phone, e-mail or other means of communication), in order to submit different types of information;

4.4.5. Take unilateral decision on fulfilling/unfulfilling the assignment received by the Client.

4.4.6 Verify with the client through telephone/sms, personal banker or other bank representative distant orders, received from the client prior to their fulfilment. .

#### **4.5. The Bank is obliged to:**

4.5.1. In case of request from the TBC Status Client, submit information regarding concrete banking products of the TBC Client's and regarding the banking operation;

4.5.2. Render to TBC Status Client qualitative, timely and qualified consultations regarding the banking products, in order to choose the most optimal financial product for the Client.

4.5.3. Keep confidential information regarding the TBC Status Client and its accounts.

### **5. Term of the Agreement and Additional Terms**

5.1. This Agreement enters into the force upon signing by the Parties and stays in force for indefinite term.

5.2. Term of the Agreement may be terminated upon initiative of the Parties and/or other circumstances determined by legislation.

5.3. In case of occurrence of the Force Majeure events (namely flood, earthquake, fire, strike, military actions, blockade, acts of state authorities or actions caused by insuperable force), the Party is obliged to notify on this matter other Party immediately, in case such events may cause postponed fulfilment of obligations determined under the Agreement.

5.4. In case of unilateral termination of the Agreement, initiator is obliged to notify other party in accordance with the terms determined by the Agreement at least 30 (thirty) calendar days prior to such termination.

5.5. Any dispute or differences arisen between the Parties shall be solved through negotiations, based on the business ethical rules, recognized by the Parties. In case the parties fail to reach an agreement, the dispute will be solved by Tbilisi City Court.

5.6. In case any provision of the Agreement ceases to be valid, due to amendment in the legislation or other reasons, all other provisions of the Agreement remain in force. Invalidation of any provision of the Agreement does not cause invalidation of the Agreement or other provisions of the Agreement.

5.7. For any other aspect, not covered by the Agreement, relevant Georgian legislation shall apply.

5.8. The Bank is authorized to amend Agreement unilaterally, on the basis of the notification sent by the Bank to the TBC Status Client through electronic, digital, telephone or other means of communication.

## **Terms and limitations of remote banking services for TBC Status Client**

### **Operations, fulfilment of which is admissible through e-mail or Internet Banking:**

- Opening/closing/terminating account, deposit
- Making/renewing/terminating plastic card(s)
- Money transfer/converting within the personal accounts (unlimited) in the bank system
- Money transfer to the other's account (GEL 20,000 or equivalent)
- Adding currency on the card; amending priorities , blocking/unblocking
- Registration on the electronic products (except for: codes for mobile banking and DG Pass);
- Changing/terminating (except for codes for mobile banking and DG Pass);
- Registration/termination of card security service;
- Formation of account receipt;
- Registration on tariff package/amending type of package, amending the main account/termination of the tariff package;
- Different types of credit services;