

## **Agreement on Carrying out Banking Operations for Individuals**

### **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 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, , by signing an application on opening an account/ confirming an SMS message, 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.
- 1.5 As of January 1, 2018, in accordance with the law "On Deposit Insurance System", the amount, existing on the deposit/account of all physical persons, notwithstanding the number of deposits/accounts, is insured in each commercial bank and will be indemnified within 5,000 GEL by Deposit Insurance Agency, and the remainder amount will be refunded in compliance with the procedure under the existing legislation. For further information please visit the web-page of the Deposit Insurance Agency: [www.diagency.ge](http://www.diagency.ge)

### **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.

### **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 to immediately notify the bank of the 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 may not issue the amount, if the signature put on the special order cannot be matched with the sample of the customer's signature.
- 3.10 Under this contract, the customer authorizes the bank to convert and/or transfer funds between the customer's accounts without the need for the customer to submit to the bank an additional order, if necessary, when the bank performs procedures by the customer's assignment.
- 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.
- 4.3 The bank shall have the right to offer to the client the tariff package, which implies obtaining the right to utilize several banking services simultaneously and with privileged prices in exchange for paying fixed commission. The client can register for tariff package by way of filling in special application form. By filling in the application on tariff package the client will automatically express its consent to utilization of services listed in tariff package. Thus, submission of the application (as stipulated in paragraph 1.2 hereof) for each service will no longer be required. In case of cancellation of the tariff package for different reasons, all additional benefits related to the use of the tariff package (including, the increased interest accrued on a savings account) will be cancelled

## 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;
- 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 documents and information related to banking operations;
- 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 Fully reimburse any and all costs related to conclusion, attestation, registration, execution and cancellation of this agreement and any other agreement signed within the scope hereof and/or the costs incurred by the bank due to the client's default on obligations assumed by this agreement (including the client notification costs).
- 5.2 The Client is aware of the possible consequences of providing false, imprecise, incomplete and/or unconfirmed information
- 5.3 The bank shall be under obligation:
- 5.3.1 to provide the client with information on the status of the client's account upon its request;
- 5.3.2 to perform the client's instruction according to this agreement and relevant legislation;
- 5.3.3 to observe the conditions of this agreement.
- 5.4 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.
- 5.5 The bank is not obliged to provide client with information on changes (including changes related to the beneficial or indexed interest rates);

- 5.6 By signing an application on opening an account/ confirming an SMS message the Client confirms that the information provided therein is true and correct, and fully expresses the account/card holder's will
- 5.7 By signing an application on opening an account/ confirming an SMS message, the Client agrees that the Bank will open a current (payment) and/or call deposit account (in any currency) for transferring money to/from the deposit account an/or for the purpose of credit repayment. This means that by signing an application on opening an account/ confirming an SMS message, the Client agrees to all terms and conditions related to the account in question, including standard tariffs

## **5.8 Policy for the prevention of tax evasion**

### **5.8.1 Parties declare and guarantee that:**

- 5.8.1.1. Each of them as well as their related persons shall conduct their activities in good faith and lawful conduct, observing high standards of ethics. Parties have zero tolerance policy towards corruption, tax fraud, facilitation of tax evasion in any form and any other kind of criminal acts and keep the above-mentioned issues under permanent control.
- 5.8.1.2. Parties, as well as persons connected to them: authorized persons, representatives, shall not participate in any activities, which may facilitate of (direct or indirect) corruption, tax fraud and tax evasion in any form.
- 5.8.1.3. None of them or their Associated Persons have been found guilty and/or accused in corruption, tax fraud and facilitation of tax evasion cases.
- 5.8.1.4. A breach of any provision of the above Policy may lead to the termination of both this contract and any previous agreement between the Parties. However, such termination does not relieve the infringing party and/or member of its authorized person, representative, , of the liability and the corresponding sanctions, as provided by the legislation (Including potential criminal responsibility). In addition, the Parties confirm that a Party shall not be liable for an action of an authorized person, or an associated person, if the person was not acting on behalf and by order of the Party.
- 5.8.1.5. These representations and warranties shall remain in force until the Parties to this Agreement duly and timely fulfill the provisions of this Agreement and/or all other agreement(s) previously concluded by the Parties, in spite of full or partial termination of such agreement(s).
- 5.8.1.6. Any party shall immediately inform the other side of the circumstance(s), which may result in a contradiction and/or violation of these guarantees, as well as the occurrence of any events or circumstances that may endanger due full and due fulfillment of the obligations under the Agreement(s).

## **6. RESPONSIBILITIES OF THE PARTIES**

- 6.5. The parties shall be responsible for full and timely compliance with their duties hereunder in accordance with this agreement and the laws of Georgia.
- 6.6. 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.
- 6.7. 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 appropriate amount for each delayed day.
- 6.8. Payment of the fine does not release the breaching party from performing the duties stipulated hereunder.
- 6.9. The bank is not responsible:
- 6.9.1. for the failure to perform an instruction (including when international transfers are made by the clients):

- 6.8.1.1. 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;
  - 6.8.1.2. 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;
  - 6.8.1.3. 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.
- 6.9.2. for consequences caused:
- 6.8.2.1. by performing of operations upon the client's instruction
  - 6.8.2.2. 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;
  - 6.8.2.3. by telecommunications operator, internet provider and/or any other person;
  - 6.8.2.4. by incorrect or incomplete filling in of the order and/or the application by the client;
  - 6.8.2.5. by incorrect or inaccurate information provided by the client to the bank;
  - 6.8.2.6. by non-performance of its obligations hereunder by the client;
  - 6.8.2.7. by non-utilization of its rights granted hereunder by the client;
  - 6.8.2.8. by failure on the part of the client to carry out the recommendations issued by the bank.
- 6.10. 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 The client declares and confirms that:
- 7.1.1.1 he/she is duly authorized to conclude and execute this contract;
  - 7.1.1.2 he/she 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 he/she 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 misled, 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 The client announces his/her consent that the "TBC Bank" is authorized in accordance with rules and regulations of the legislation with the aim of providing effective and unhindered service to the client and for the execution of this aim to receive from the Public Services Development Agency electronic data base the necessary for the bank client's personal information.
- 7.5 The Client hereby consents authority of JSC TBC Bank 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.
- 7.6 The Client hereby consents, for simplifying service provided by the bank, through quick payment terminals, with identification based on birth date and personal number, to receive of limited information about the bank products of the Client, current (monthly) loan due payments without showing total outstanding payments, information about accounts/plastic card(s) by showing final 4 digits of account(s) / plastic card(s) number(s).
- 7.7 The Client hereby consents, for simplifying service provided by the bank, through the quick payment terminals, with identification based on plastic card and/or pin code of the Client, to receive information about the Client's bank products, current loan(s) outstanding payments, total loan outstanding payments, information about account(s) and plastic card(s) and amounts available thereon, make transfers between own accounts and for payment of different services or fees, also information about the proposals made by the bank for the Client (including credit products) and accept (confirm) desirable offers by fulfilling the bank-established procedures. Prior to accepting the offers, the Bank may set additional mechanisms (requirements) for the client identification, at its own discretion. If the client ignores these additional mechanisms (requirements), he/she will not be able to accept (confirm) the offered bank product (including credit product).
- 7.8 The Client hereby consents, for simplifying service provided by the bank, through ATM(s) to receive information about offers the bank has made to the client (including on credit products) and accept (confirm) desirable offers by fulfilling the bank-established procedures valuably, by means of identification of the client's plastic card and/or PIN code at ATM. Prior to accepting the offered bank product (including credit product), the bank may set additional mechanisms (requirements) for the client identification, at its own discretion. If the client ignores these additional mechanisms (requirements), he/she will not be able to accept (confirm) the bank product (including credit product)
- 7.9 The bank shall not be under the obligation for client's personal information (private number and birth date or plastic card and/or PIN code) being received by a third person via ATM or quick payment terminal
- 7.10 The Client hereby consents authority of JSC TBC Bank:
  - 7.10.1 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.
  - 7.10.2 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.
  - 7.10.3 The Client hereby consents, 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.
  - 7.10.4 Supply payment service providers having contractual relationship with JSC TBC Bank with all relevant information (including the Client's personal data) that are necessary for providing the Client with banking/payment services (including various banking/credit facility offer(s)) through remote banking/payment channels/ payment service tools (AMTs, fast payment terminals, etc.), while the providers, on their part, undertake to keep the information confidential.

- 7.10.5 For the purpose of simplification, efficient and timely implementation of communication with Client, without the Client's additional consent, provide any information related to the Client (personal data as well as the information, containing bank secret (confidential information)), without limitation, in any volume (according to the specific need), to "Georgian Post" Ltd, which, in its turn, undertakes to observe confidentiality of the information, provided by the Bank.
- 7.10.6 In order to provide efficient and uninterrupted banking service to the client, to transfer personal information about the Client necessary for the accomplishment of the mentioned goal, to research companies with relevant reputation, which on their part undertake to keep confidential the information supplied by the Bank.
- 7.11 The Client releases the Bank from the obligation of observance of confidentiality of information, received/ provided on the basis of p.p. 7.4 – 7.5 and 7.10 of this Agreement and refuses to recover the damage, caused by disclosure of the information, described in the above mentioned paragraphs by the Bank or its transfer to the third person(s).
- 7.12 The Parties agree that the Client's consent given to the Bank via various remote banking channels/electronic/digital communication channels (ATM, quick payment kiosks, internet banking, mobile banking, [www.tbccredit.ge](http://www.tbccredit.ge), the call centre, confirmation by an SMS code sent to the Client's mobile phone) for processing his/her private data (including the Bank's retrieval and processing of the data from the databases of LEPL Public Service Development Agency, Credit Info Bureau, Revenue Service, etc.) has the same legal effect as a printed letter of consent signed by the Client.

## 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 time close its account or discontinue using any or all of the services provided for hereunder by giving the bank an advance written notice thereof 10 (ten) calendar days before closure of the account or discontinuation of using the relevant service. In such case, the client shall pay the bank all the commission fees and other payables related to the respective account and/or service within no later than 5 (five) calendar days upon serving the bank with an advance written notice of closure of the account and/or discontinuation of using the relevant 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;
- 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). In the event of closure of the account by the bank, the remaining funds on the account shall be returned to the client; In case of closing an account, an amount deposited in a relevant account will be returned to the client, when the condition under subparagraph 8.2.1 of the Agreement becomes effective (the Bank's authority).

- 8.3.3. 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](http://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. If the client exercises (enjoys) the right granted by this paragraph, it shall within 5 (five) calendar days upon giving the bank a written notice of termination of this agreement return all credit products (fully cover all credit limits, overdrafts, bank credits and/or other credit products) received under this agreement and pay the bank all the commission fees, interest rates, penalties and other payables related to the services and products under this agreement. This agreement shall be valid until full implementation of all obligations imposed on the client hereby;
- 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 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](http://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 - (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 1<sup>1</sup> 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.
- 8.17.1 When a place of concluding this Agreement or any other agreement concluded under this Agreement is a territory of West Georgia (Autonomous Republic of Adjara, Guria, Imereti, Racha-Lechkhumi and Kvemo Svaneti, Samegrelo, Zemo Svaneti, Autonomous Republic of Abkhazia), the Parties agree that any conflict arisen from or connected to this Agreement shall be referred to the Regular Court of Arbitration – Arbitrazhis Sakhli LLC (ID: 411322359) - for review and final resolution if a total cost of the matter of dispute exceeds 7 000 (seven thousand) GEL or its equivalent in foreign currencies (according to the official exchange rate announced by National Bank of Georgia on the date of suing). Furthermore, as agreed by the Parties, a place of examination of the claim is Kutaisi. If by the time of suing the abovementioned Court of Arbitration has already been liquidated or its operation have already been ceased/suspended, the claim will be referred for consideration and final resolution to the court. When an arbitration clause under the agreement(s) signed between the Parties is regulated in various ways, the arbitration clause provided for by the newest agreement signed by and 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 30.000 (Thirty 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.
- 8.20.1 The bank may claim executing a writ for any property of the customer (any item and intangible assets of the customer), irrespective of whether the customer's obligation (bank's claim) is secured with the right in rem (mortgage, pledge) or not.
- 8.21 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.

- 8.22 The Customer (the User) is authorized to 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 JSC TBC Bank' at the phone number: +99532 2272727. The claim may be accepted in a standard written format at Branches and Service Centers of the Bank. The claim may be electronically registered via internet bank or on the web-site of the Bank ([www.tcbank.ge](http://www.tcbank.ge)). The maximum period for the review of the claim that has been registered by the Customer shall be a month after the application and identification. The claims shall be reviewed by the Customer Support Department of JSC TBC Bank. The Customer will be notified of the decision made 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 can be obtained at any Branch/Service Centre of the Bank or by using the remote banking services.

## 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 Obtain the banking information;
  - 9.1.1.2 Register for the use of various banking service;
  - 9.1.1.3 Perform various banking operations within the limits;
  - 9.1.1.4 Change the contact information (including phone number, email address, etc.);
  - 9.1.1.5 Change client's data (including business status, a legal address etc.);
  - 9.1.1.6 Open and / or close settlement (current) and / or deposit account (accounts);
  - 9.1.1.7 Request to receive various banking (including credit) products (submit the Bank application);
  - 9.1.1.8 Request to modify and / or cancel the registered service / product;
  - 9.1.1.9 To receive information about various bank products (including credit products ) offered by the bank to the client and to accept (confirm) the bank-offered desirable products (including credit products).
- 9.1.2 The internet banking enables the client to carry out various bank operations or/and actions (including, to accept (confirm) a credit product) given in this agreement and at the moment of implementing the operation/activity, under the regulations, requirements and conditions established by the bank.
- 9.1.3 For the purpose of accepting (confirming) a bank product (including credit product) offered to the client by the bank through Internet banking, the bank is authorized, at its own discretion, set additional mechanisms (requirements) for the client identification. If the client ignores these mechanisms (requirements), he/she will not be able to accept (confirm) the offered bank product (including credit product).
- 9.1.4 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.
- 9.1.5 Lost/forgotten user names and/or passwords can be restored according to the rule described in paragraph 9.1.4 of this agreement.
- 9.1.6 The client identification takes place prior to rendering of various banking services through the special telephone code delivered to the customer. Using the telephone code the customer has the right to register for the banking products (electronic services) described in paragraphs 9 and 14 hereof remotely (without arrival to the branch of the bank)
- 9.1.6.1 If the telephone code becomes known to the third person by reason of the customer, the bank shall be freed from any responsibility for the consequences that follow.
  - 9.1.6.2 In case of loss or disclosure of the telephone code, the customer shall be obliged to immediately inform the bank thereof in writing.

### 9.2 Identification of the client

- 9.2.1 The client will be provided with data placed in sealed envelope necessary for utilization of internet banking (hereinafter referred to as "Identification Data"), through utilization of which the client shall be identified when logging onto the website of the bank. Failure to properly input such data in special "log in" field on the website will result in denying the access to the account and inability to carry out banking operations and registering for 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 (including the telephone code given in subparagraph 9.1.6 of this agreement).
- 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 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.
- 9.2.7 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.
- 9.2.8 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.
- 9.2.9 The client shall understand and acknowledge that any notification/order sent to the Bank via the internet – banking (including payment order), any application/ request (including account opening/closing and/or credit advance payment, cancellation and/or changes of the registered services / products, accepting (confirming) the banking product (including credit) offered by the bank, changes of a client's data and any other application/request ) has the equal legal force similar to the printed document (executed in written form and signed ) approved by an authorized person for the account disposal.
- 9.2.10 Through the internet contact with the bank the client gives an order and grants the right to the bank to:
- 9.2.10.1 provide an access and provide the client with the banking information;
- 9.2.10.2 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 the password upon the first usage of internet-banking and keep its confidentiality;
- 9.3.4 The customer should often change the password, not to transfer the password, code and/or the device transferred/delivered to him/her by the bank ("Digipass Token", "Digipass Nano" and other), installed program modules/applications, identification code to the third parties, not to store this data in the memory of computer or other device (for example, mobile phone), not to transfer codes generated by the device transferred to him/her by the bank and/or other codes to the disposal of any third parties;
- 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.

- 9.4 The bank shall have the right:
- 9.4.1 to make the information about the client's accounts available to it through internet banking;
  - 9.4.2 to perform the operations permitted by the bank for the internet banking upon the client's instructions;
  - 9.4.3 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.
- 10.1.5 The client is under obligation:
  - 10.1.5.1 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);
  - 10.1.5.2 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);
  - 10.1.5.3 to always maintain a balance for automatic transfer services on its account(s) indicated in the application;
  - 10.1.5.4 to pay commission fees in accordance with the current tariffs existing at the bank at the time of transfer.
- 10.1.6 The client shall have the right:
  - 10.1.6.1 to be informed on automatic transfers effected on its accounts through the services indicated in the sources of the bank;
  - 10.1.6.2 to make relevant amendments to the data provided in the initial application on registration for automatic transfer services;
  - 10.1.6.3 to discontinue using of automatic transfer services in the form stipulated in this agreement.
- 10.1.7 The bank shall be under obligation:
  - 10.1.7.1 to provide the client with automatic transfer in accordance with the terms and conditions stipulated in sources disseminated by the bank;
- 10.1.8 The bank she have the right:
  - 10.1.8.1 to refuse carrying out of transfer (payment) in the event of insufficient funds in the client's account(s);
  - 10.1.8.2 to refuse carrying out of transfer in cases determined under current Georgian legislation or in the event of outstanding debt towards the bank;
  - 10.1.8.3 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 SERVICES

### 11.1 Description of the service

- 11.1.1 Telephone banking service implies ability for the client to manage and receive remotely the following services from the bank by means of using telephone connection:
- 11.1.1.1 to have access to the banking information;
  - 11.1.1.2 to register for various banking services and to make amendments to the registered data;
  - 11.1.1.3 to carry out various banking operations within the established limits.
  - 11.1.1.4 Changing contact information (including telephone number, email address, and etc.);
  - 11.1.1.5 Opening and/or closing of settlement (current) and/or savings (deposit) account(s);
  - 11.1.1.6 Submitting the requests (submitting of applications to the Bank) to receive/cancel different banking products (including loan).
  - 11.1.1.7 Representing the application about receiving back the sum withheld in ATM.
- 11.1.2 Telephone services cover all Bank accounts of the Customer. In the event, if customer does not wish to receive telephone services for one of his/her accounts, Customer shall notify the Bank on the above in the written form or other forms (including notification via the telephone service center) envisaged under the present Agreement.
- 11.1.3 For the purposes of obtaining telephone banking services the client shall address the bank with the application as per paragraph 1.2 of this agreement.
- 11.2 **Identification of the client**
- 11.2.1 For the Customer identification purposes or for the effective implementation of services and for the purposes indicated in the paragraph 11.3.7, the Bank will use preliminarily defined questions. Under the consent from the Customer, authentication will be carried out by means of voice. Identification of Customer is carried out prior to the telephone service as well as prior to provision of other Banking services/ in the process of registration for various Bank products (electronic services). Without the identification procedures, Customer will not be able to receive the telephone services described in the sub-paragraph 11.1.1 of the present Agreement (except for cases considered under the sub-paragraph 11.3.3 of the present Agreement). During each telephone contact of the Customer with the Bank (in each case of receiving the telephone services), Customer shall undergo identification procedure (answer correctly questions given by the telephone service center operator (which are preliminarily defined by the Bank) or undergo verification by means of voice authentication).
- 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 suspicion is generated in the relevant representative of the Bank that not the customer but the third party is attempting to obtain information or to carry out transaction, the Bank has right to reject fulfillment of orders made by the phone.
- 11.2.4 In case the client opens a new account with the bank, the telephone banking will be extended to such account through use of the existing procedures. In such event no new agreement will be executed between the bank and the client and terms and conditions of this agreement will apply to the new account.
- 11.2.5 With the purpose of client identification, the Bank is authorised, at its own discretion, to establish additional mechanisms (requirements), non-performance of which shall result in inability of the client to receive services described in subparagraph 11.1.1 hereof.
- 11.3 **Declarations, instructions and consents of the client**
- 11.3.1 Contacting the Bank via the phone, following the undergoing of relevant identification/ verification procedures, the Customer assigns to the Bank and provides the Bank with the following rights:
- 11.3.1.1 provide with the information on the client's accounts;
  - 11.3.1.2 carry out banking operation upon the client's relevant instructions within the limits established for telephone services.
- 11.3.2 By this Agreement the Customer expresses his/her consent that any telephone conversation carried out 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 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.
- 11.3.3 Bank has right to contact the Customer on the phone registered with the Bank with the objective to provide service or/and to offer product(s) (including credit products) and to register such products or/and to offer the Customer to record his/her voice for provision of service envisaged under the article 11 of the present Agreement.
- 11.3.4 The client is entitled
- 11.3.4.1 At any time Customer has right to request the Bank to stop contacting him/her on the phone for provision of Bank service or/and offering and registration of the product(s) or reject future use of his/her voice. For the registration of the above request, Customer shall carry out one of the following actions:
- 11.3.4.1.1 To visit the branch of the bank;
- 11.3.4.1.2 To verify the demand with the telephone service-center;
- 11.3.4.1.3 By means of the internet bank to send to the bank notifications from the relevant personal parameters page.
- 11.3.5 The bank is liable no later than in 10 (ten) business days upon receipt of the client's demand as indicated in the subparagraph 11.3.4.1 of the Agreement to cease implementation of the telephone calls to the client with the purpose to offer and to register the service rendering and/or the products use.
- 11.3.6 The Bank ensures safety of biometry of Customer's voice and is responsible for its use for the purposes agreed between the parties. Recording of Customer's biometric data will be conducted following the undergoing of complex identification process. Customer, at any time, can request to change/delete/destroy the voice recording except for cases envisaged under the legislation of Georgia.
- 11.3.7 The objective of processing the biometry of Customer's voice is to ensure high standard of Customer safety and protection of ownership, maximal protection of confidential information by means of modern, safe technologies. In terms of maximal ensuring of safety measures, biometric data of Customer's voice are stored in encrypted format and access to the encrypted data is restricted.
- 11.3.8 Parties agree that Bank transaction carried out via the use of voice authentication, has legal power equal to the signature on the material document.

## 12 PLASTIC CARDS

- 12.1 **Service Description**
- 12.1.1 Service with plastic card implies performance of banking operation through the plastic card "VISA" or "MasterCard" (hereinafter "Card") issued by the bank, except for business card, by the customer (hereinafter "Card Owner") or any person notified by him/her in a written form (hereinafter "Card Owner").
- 12.1.2 Under this agreement customers may receive one or several plastic cards, the type of which is defined by the customer through the application signed in conjunction with every concrete card, which forms an integral part of this agreement. The Card can be handed to the Client provided the Client confirms the Delivery and Acceptance Certificate by an SMS code, which shall have the same legal force as a hard-copy document signed by the Client
- 12.1.3 Upon issuing a card, a client's mobile phone number shall be registered, under the client's consent, in the SMS service of the bank (the terms and conditions of the service are given in the information material distributed by the Bank).
- 12.1.4 Rules for using the card are set forth in details in the information material drafted by the bank in compliance with the "Visa" and "MasterCard" international payment system procedures, which is posted on the internet page of the Bank. The "Visa" and "MasterCard" international payment system procedures and rules form an integral part of this agreement.
- 12.1.5 Card owner is a person, in whose name the card is issued (it could be the Customer or any person named by the Customer). Card owner is identified through the first name, surname indicated on the surface of the card, through a signature sample printed on it and a secret personal identification code (pin-code).
- 12.1.6 Period for using the card is fixed as per the term indicated on the card. Card validity expires after expiry of the last day of the month indicated 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 use several cards related to one card account (for the purposes of this paragraph the card account is considered to be the combination of all accounts with a common account number opened in different currencies).
- 12.1.9 The Bank is authorized to periodically implement encouraging projects/ programs in regard to plastic cards, which imply accrual of bonus points on cards as a result of use of plastic card(s) (including Pay Stickers) in TBC POS terminals and the opportunity of use of these points.
- 12.1.10 Cashing of points, accrued on plastic card implies purchase of goods or services in commercial/ service facilities-bank partners in accordance with the quantity of accumulated/ accrued points.
- 12.1.11 The client acknowledges that implementation of encouraging project/ program, specified in p. 12.1.9 of this Contract, as well as accrual and points on plastic cards, owned by clients in the framework of encouraging project/ program is not the obligation of the Bank and, consequently, doesn't give rise to client's right to demand fulfillment of any kind of obligation by the Bank in regard to encouraging project/ program.
- 12.1.12 Information about the current encouraging project/ program, including plastic card(s), participating in the project/ program, the rules and procedures of accrual and cashing of bonus points on these card(s), as well as the information on partner companies is placed on special web-page (portal). The address of the above-mentioned web page is specifies on the Internet page of the Bank, indicated in this Contract.
- 12.1.13 The rules and procedures, specified on the portal, mentioned in p. 12.1.12 of the Present Agreement, represent integral part of this Contract.
- 12.1.14 The client states and confirms that he/she is familiar with the rules and procedures, specified in p. 12.1.12 of this Contract fully agrees and recognizes them integral part of the Present Contract.
- 12.1.15 The Bank is authorized to introduced changes and additions to the encouraging project(s)/ Program(s), rules and procedures, related to the plastic cards, including change of the title of the project/ program, scheme of accrual and cashing of points, also, terminate the encouraging project/ program unilaterally, at its own discretion, by publishing the relevant information on the Internet-page and/or portal of the Bank.
- 12.1.16 The Bank is authorized to include the holder(s) of plastic card(s) (debit/ credit cards/ stickers) into the current encouraging project/ program automatically. Meanwhile, the client is authorized to refuse to participate in the project/ program through the Bank's branch-office, call service center and Internet Banking.
- 12.1.17 The Bank is not responsible for transactions carried out with contactless payment cards under a certain value that do not require PIN verification
- 12.2 Procedures related to the card
- 12.2.1 For the performance of operations through the card relevant card account(s) will be opened by the Bank.
- 12.2.2 Customer/Card owner is authorized to use the amount available at his/her card account with the deduction of the card service fees and minimum balance (if any). In case the amount is overspent, the Customer/Card owner will be obliged to pay the bank the commission fees related to such overspending.
- 12.2.3 For the purposes of risk mitigation, the use of the card and the card account might be additionally limited through setting relevant limits by the bank.
- 12.2.4 Under the written consent/request of the Customer it is allowed to produce and issue additional cards related to the card account. The additional card shall be produced for the person (card owner) named by the customer and the request shall be signed by the customer as well as by such other person (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 In order to obtain the card (whether main or additional one), the card owner shall present the relevant application to the bank, pay in or transfer the minimum balance (if any) to the account and the annual service fee of the card, under the rates fixed by the bank.
- 12.2.7 After the amount(amounts) specified in subparagraph 12.2.6 of this Agreement is deposited on the card account, within the period determined by the Bank, the Bank shall produce and hand to the client or a card holder the card and the PIN - Code or SMS- code, which can be used to get the PIN - code, the relevant documentation and / or informational materials.
- 12.2.8 In case the customer or the card owner does not receive the card within 90 (ninety) calendar days after the date the card was produced, bank shall be entitled to destroy the card and in this case:
- 12.2.8.1 The commission fees paid by the customer shall not be refunded;
- 12.2.8.2 Minimum balance (if any) at the card and other amounts will be refunded to the customer under the rule stipulated by the subparagraph 12.4.6.1 of this agreement.
- 12.2.8.3 The rate package, together with all of its provisions shall be automatically closed in case the card account is the main account for the rate package and the customer/card owner does not have any other alternative account which can be fixed as the main account (current/card) for the rate package.
- 12.2.9 In case the account owner (customer) and the card owner is not the same person, then, with respect to the additional card:
- 12.2.9.1 Account owner (customer) can freely perform the following actions: receive a new card, request changes in the currency priorities, open additional card account(s), cancel additional card, close card account, block/unblock additional card, and receive additional card detained by the ATM, Changing card Pin code (the customer shall present the relevant application to the Bank.);
- 12.2.9.2 Card owner can freely perform the following actions: receive a new card, block additional card, unblock (if the card has been blocked due to entering wrong pin-code only), receive additional card detained by the ATM (when the additional card owner has forgotten the additional card in the ATM or if such additional card has been detained due to malfunction of the ATM), Changing card Pin code (the customer shall present the relevant application to the Bank.);
- 12.2.9.3 The request to produce a new, additional card shall be submitted jointly by the account owner (customer) and the card owner.
- 12.2.9.4 The Client can open, renew and close a card or carry out any operations related thereto by means of an SMS confirmation code, which shall have the same legal force as a hard-copy document signed by the Client
- 12.3 Available amounts at the card account, non-sanctioned and automatic overdraft
- 12.3.1 Minimum balance (if any) is the amount, which is blocked at the card account during the validity term of the card. Amount of minimum balance (if any) is set as per the card type, in consideration of the “Visa” and “MasterCard” international payment system recommendations and in compliance with the rules and provisions established by the bank. In case the amount available at the card account turns out to be less than the minimum balance (if any) as a result of any of the transactions, the card owner will be obliged to immediately pay in or transfer to the card account the amount sufficient for filling up the minimum balance (if any).
- 12.3.2 Amounts at the card account can be disposed within the limits set by the bank whereas the minimum balance (if any) can be freely disposed only in case of cancellation of all cards related to the account, in compliance with the rules established by the bank.
- 12.3.3 If funds on the card are disposed (either through cash or non-cash payments) in a currency different from that of a card account, the funds shall be deducted from the card-holder’s account by conversion. The latter shall be carried out at the commercial rate set by the Bank for the card system as of the day of payment (posting the transaction in the client’s account(s) and at the rate set by Visa or MasterCard- outside the network. For the purposes of this Agreement, the Bank’s network means TBC Bank JSC and its Partner Banks (refer to the web-site: <http://www.tbcbank.ge/web/en/web/guest/fees-for-individuals> for the list of the Partner Banks). Relevant examples are provided on the following web-site:<http://www.tbcbank.ge/web/en/web/guest/card-conversions>.
- 12.3.4 Non-sanctioned overdraft is the negative balance (indebtedness) generated at the card account without approval (permission) from the bank, except for the cases stipulated by the sub-paragraph 12.3.6 of this agreement.

- 12.3.5 In case the non-sanctioned overdraft is generated, customer will be obliged to immediately fill in the sum up the amount of the minimum balance(If any).
- 12.3.6 Automatic overdraft is the credit resource received by the customer from the bank the rights on utilization of which shall be granted to the customer if the requirements of the bank established in compliance with its credit policy are met.
- 12.3.7 In case automatic overdraft is utilized, customer shall be obliged to refund the used amount (received as credit) in compliance with the provisions stipulated by the bank for the repayment of automatic overdraft.
- 12.3.8 Customer shall be obliged to pay the interest to the bank for utilizing non-sanctioned or automatic overdraft, the annual rate of which is determined under the rates established by the bank for utilization of non-sanctioned or automatic overdraft set as of the moment of generation of non-sanctioned or automatic overdraft and calculated based on 365 (three hundred and sixty five) days of the calendar year. In case of using an unauthorized overdraft, the maximum interest rate shall be defined as 48% per annum. Interest shall be accrued on the overdraft from the date of its generation up to the date of its full repayment (factual payment).
- 12.3.9 In case, if the card is linked to several accounts for different currencies and an credit/overdraft is authorized on one of them, and if one of the accounts is credited, the Bank is authorized to administer a conversion transaction unilaterally (on a pre-authorization basis) only in the case envisaged in paragraph 3.2.3 of the Agreement, while in other cases the Client shall carry out a cross-account conversion on his/her own in order to settle his/her outstanding credit/overdraft.
- 12.3.10 In case, if the card is related to several accounts denominated in different currencies and the unsanctioned overdraft is allowed on any currency account, balances that exist on any account related to such card or funds deposited/transferred to any account will be converted and the unsanctioned overdraft will be covered (conversion shall occur using the commercial exchange rate determined by JSC „TBC Bank“ at the day of bank operation).
- 12.3.11 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 and rule determined by VISA and MasterCard shall be additionally applied for operations performed outside of the network if the currency differs from GEL/USD/EUR; details and relevant examples are provided on the website: <https://www.tbcbank.ge/web/en/web/guest/card-conversions> The transactions carried out via VISA card/MasterCard are posted in the client's account after a certain period of time. The information on the transactions carried out by the Client can be obtained through various remote channels of the Bank.
- 12.3.12 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. Conversion between currencies shall be carried out in case of non-cash payments at the commercial rate set by the Bank; relevant examples are provided on the following web-site: <http://www.tbcbank.ge/web/en/web/guest/card-conversions>.
- 12.4 Suspension or cancellation of validity of the card and the card account
- 12.4.1 Validity of the card will be suspended upon card owner's request, or if the card is lost or stolen. The card owner must immediately notify the bank in a written form or by telephone (to the following number: +99532 272727) about the loss of the card. The bank shall ensure that the validity of the card is suspended, and according to the method defined by the card owner the card data shall be entered into the following:

- 12.4.1.1 Local Stop List which ensures that the card is blocked within maximum 1 (one) banking day only for authorized transactions;
- 12.4.1.2 International Stop-list which ensures that the card is completely blocked (for unauthorized transactions) within maximum 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 If any of the provisions defined under this agreement or under the rules of using the card is breached by the card owner, the bank shall be entitled at any time to suspend or block the validity of the main as well as the additional card.
- 12.4.3 Card owner must refund the losses originated during the term indicated on the card due to unauthorized transactions through the blocked card only if the card has not been blocked by entering it into international Stop-list.
- 12.4.4 Card owner is authorized to dispute the transaction performed through the card blocked by entering it into international Stop-list.
- 12.4.5 Card owner must pay the commission fee for entering the card into Stop-list.
- 12.4.6 The bank shall be authorized to close the card account in the following circumstances:
  - 12.4.6.1 Upon receipt of a written request/ SMS confirmation from the customer or 30 (thirty) calendar days after the date of expiry of the validity of the card, if during the mentioned period the customer's written application to extend the validity of the card is not submitted to the bank. In such cases, the card account will be considered to be closed and the amounts deposited in the account will be returned to the client upon identifying the client's request thereon only after all outstanding debts to the bank are fully repaid. For the purpose of transferring the amounts (balance) from the card account, the condition under subparagraph 8.2.1 of the Agreement (the Bank's authority) will become effective. If the card account is the main account for the tariff package and the client does not hold any other alternative account which can be indicated as the main account (current/card account), the mentioned card account is indicated as the loan repayment/fee drawing (deduction) account, the account is linked with the current deposit account and transactions (incoming transfers) are carried out within 30 (thirty) days from the cancellation of the plastic card, the card account will not be closed.
  - 12.4.6.2 In case of termination of the agreement between the bank and the VISA or MasterCard (if this is the case the bank is obliged to notify the card owner within 5 (five) banking days about the closure of the card account).
- 12.4.7 Transactions performed through the card shall be controlled by the bank using a special software – monitoring module, meaning that the bank shall be entitled to temporarily suspend the validity of the card whenever suspicious transactions are identified (monitoring). The card owner has the right to refuse his/her card to be monitored for a certain period of time, which should be requested in the application.
- 12.5 Obligations and rights of the parties
  - 12.5.1 Customer/card owner is obliged to:
    - 12.5.1.1 The integrity of the envelope shall be examined which contains the PIN - code or the SMS- code which can be used to get the PIN – code;
    - 12.5.1.2 Keep documented confirmations for every transaction within the period of 6 (six) months after the date such transaction were performed and submit them to the bank, if necessary.
    - 12.5.1.3 Submit written application to the bank within 45 (forty five) calendar days from the date when such operation (transaction) was performed in case the operations (transactions) through the card had not been recognized. Otherwise, claims to refund the money shall not be accepted. Customer shall be obliged to pay additional service fee established by VISA and MasterCard for investigating the problem.

- 12.5.1.4 The PIN code or the SMS- code of the card, which can be used to get the PIN – code, shall not be given or disclosed to the third parties;
- 12.5.1.5 Refund the expenditures incurred by the bank with respect to additional paid services by VISA and MasterCard, in case such services exist.
- 12.5.2 In case the amount is refunded as a result of disputing the transaction (operation), the bank is obliged to transfer the amount to the customer’s account within maximum 90 (ninety) days.
- 12.5.3 Bank is entitled to:
- 12.5.3.1 Ensure that the amounts transferred by the retail or service outlets (including casino, totalizator, and etc.) Above the minimum balance (if any) are reflected at the card account within 30 (thirty) days from the date of transfer.
- 12.5.3.2 Block the card (suspend operations) if the bank has doubts that non-sanctioned and/or illegal operations are performed and/or have been already performed through the card or at the card account.
- 12.5.4 Bank is not responsible for:
- 12.5.4.1 The disputes arising between the card owner and the service outlet.
- 12.5.4.2 Non-sanctioned use of the card due to the facts caused because of the customer/card owner, including the period when the request of the customer/card owner to cancel the monitoring of the card remains valid.
- 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 placed on any of the accounts of the customer/card owner, the credit limit and/or 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 Validity of the sub-paragraph 12.5.5 of this agreement is applicable to all types of plastic cards as well as to any credit product related to any of the plastic cards.
- 12.5.7 In case the customer is employed by enterprise/organization, which is involved in the salary project of the bank, the customer/card owner grants the authority, under this agreement, to the director of the enterprise/organization (person with representative authorities) to perform the following actions on behalf of the customer/card owner:
- 12.5.7.1 Sign and submit to the bank the application for issuing/renewing a salary plastic card and/or allowing the overdraft/credit limit, and/or the payment order, under which the amounts transferred in national currency into customer’s/card owner’s salary account shall be converted (conversion) into foreign currency under the rate fixed by the bank;
- 12.5.7.2 Receive( accept ) from the bank and hand to a client / card holder a plastic payroll card , the PIN - code or the SMS- code , which can be used to get the PIN - code and / or the telephone code.
- 12.5.8 The director (person with representative authorities) of the enterprise/organization employing the customer/card owner shall be entitled to assign the authorities described in the sub-paragraph 12.5.7 of this agreement to the accountant and/or other person of the enterprise/organization.

### **13 SHORT MESSAGE SERVICE (SMS SERVICE)**

- 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. Likewise, confirm the change in his/her personal data stored in the Bank’s database.
- 13.1.2 The sms service is activated automatically for the client who addresses the bank to get the bank service (service/product) or/and the benefit of the above named service (service/product), for it, the client’s phone number should be registered in the bank. To cancel the sms service or change the phone number is required to fulfill one of the below listed procedure:
- 13.1.2.1 Visit the Bank's branch;
- 13.1.2.2 Call the call center;

- 13.1.2.3 Send a message to the Bank through Internet Banking from the relevant personal application.
- 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. In the event of opening the new account by the client at the bank, the SMS service shall be provided in accordance with the terms and conditions of this agreement. In such case, new agreement shall not be concluded between the bank and the client and new account shall be subject to the terms and conditions of the present agreement.
- 13.1.5 The client agrees that JSC „TBC Bank“ shall be authorized to deliver information (client’s personal information) required for provision of short message service (SMS service) to the client to the telecommunication (mobile) operator(s) that have contractual relations with JSC „TBC Bank“ and undertake the obligation to protect confidentiality of the information provided by 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 his/her cell phone and/or SIM card by third parties;
- 13.2.1.3 in case of change and/or loss of the cell phone, SIM card and/or cell number to inform promptly the bank by calling at +99532 272727, in writing, through internet banking or bank-client.
- 13.2.1.4 Have sufficient amount on the account (accounts) for the service fee
- 13.2.2 **The client is entitled :**
- 13.2.2.1 At any time to demand from the bank to cease sending of the SMS of the advertisement character (goods and/or service offerings). In order to verify the indicated demand the client shall implement one of the below listed actions:
- 13.2.2.1.1 To visit the branch of the bank;
- 13.2.2.1.2 To verify the demand with the telephone service-center;
- 13.2.2.1.3 By means of the internet bank to send to the bank notifications from the relevant personal parameters page.
- 13.2.3 **The bank shall be under obligation:**
- 13.2.3.1 In furtherance of the client’s notification (verbal (through the phone), written or through internet banking/ bank-client) on loss of the cell phone and/or SIM card, to ensure suspension of SMS service until receipt of new instructions from the client. In case if application is submitted by the client to the Bank verbally (by phone), identification of the client shall be carried out according to the procedure outlined in paragraph 11.2 hereof.
- 13.2.3.2 The bank is liable no later than in 10 (ten) business days upon receipt of the client’s demand as indicated in the subparagraph 13.2.2.1 of the Agreement to cease sending to the client the SMS of the advertisement character (goods and/or service offerings)
- 13.2.4 **The bank shall have the right:**
- 13.2.4.1 to refuse carrying out the client’s instruction in the event of insufficient funds standing to the client’s account and/or incorrect (in breach of this agreement or provisions stipulated in sources disseminated by the bank) notification sent to the bank or existence of any outstanding debts towards the bank;
- 13.2.4.2 to send to the client advertising messages;
- 13.2.4.3 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 whether the client has received the above notification or not, he/she 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.).
- 13.2.4.4 Send to a client any type of short text messages (paid, as well as free of charge). If the client does not use paid SMS services, the client shall not pay the cost of short text messages sent by the initiative of the bank.
- 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 Client agrees to the opening of another account by entering an SMS verification code
- 13.6 Close Close a current account based on the Client's SMS confirmation, which shall have the same legal force as a hard-copy document signed by the Client
- 13.7 The bank guarantees reliable protection of the electronic banking document (payment order) confirmed by the Client via SMS code.

## **14 MOBILE BANKING SERVICE**

### **14.1 Description of the service**

14.1.1 The mobile bank service enables the client to apply the program module/application (hereinafter referred to as the Program) downloaded into his/her own mobile phone or the bank's mobile version opened in the Internet browser of the client's mobile phone to:

14.1.1.1 to have access to the banking information;

14.1.1.2 to register for utilization of various banking services and to make amendments to the registered data;

14.1.1.3 to carry out various banking operations within the established limits;

14.1.1.4 To receive information about various bank products (including credit products ) offered by the bank to the client and to accept (confirm) the bank-offered desirable products (including credit products).

14.1.1.5 QR code banking transactions including cash withdrawal from ATM and/or the payment for goods/services to merchant(s)/ service provider(s).

14.1.2 To receive mobile bank services, the client must download and activate software (hereinafter referred to as the Software) to the memory of his/her own mobile phone from the website (or other application) indicated in the bank's information material, or enter the Internet bank mobile application from the mobile phone browser.

14.1.3 The mobile service is regulated under provisions of this agreement, including exceptions stipulated under this Article.

14.1.4 This Article 14 shall apply to all accounts of the client with the bank;

14.1.5 The mobile bank enables the client to carry out various bank operations or/and actions (including acceptance (confirmation) of a credit product) given in this Agreement and by the time of implementing the operation/action, under regulations, requirements and conditions established by the bank;

14.1.6 For the purpose of acceptance (confirmation) of a bank product (including credit product) offered by the bank to the client through the mobile bank, the bank is authorized, at its own discretion, set additional mechanisms (requirements) for the client identification. If the client ignores these additional mechanisms (requirements), the client will not be able yo accept (confirm) the offered bank product (including the credit product).

### **14.2 Identification of the client**

14.2.1 Customer shall become registered/authorized for banking services using the code provided in the subparagraph 9.1.6 of this agreement or through internet banking customer's user name and password.

14.2.2 After the first use of the code provided in the subparagraph 9.1.6 of this agreement the customer must change it with a new password (hereinafter "password") in order to make the mobile banking services available.

14.2.3 The client shall maintain confidentiality of created by him/her password and not to allowtransfer thereof to third parties.

14.2.4 Before passing his/her cell phone to another party the client shall erase from the cell phonememory the recoded program.

14.2.5 The client is under obligation to immediately inform the bank in writing in case the code iscompromised or the cell phone is lost.

14.2.6 In case the telephone code or password becomes exposed to a third party due to customer's fault the bank will not become liable for any consequences that may result from such exposure.

- 14.2.7 Bank is obliged to suspend mobile banking operations at customer's accounts as per oral (through telephone), written or through internet bank notification of the customer with regard to the loss of the code, disclosure of the user name or password, or the loss of mobile phone, until further instructions are received from the customer. In case of oral notification 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..
- 14.2.8 Whenever a new account is opened at the bank by the customer the mobile banking services shall be performed using the password created under the subparagraph 14.2.2 of this agreement or the mobile banking user name and password. If this is the case the new agreement between the bank and the customer shall not be signed and the provisions of this agreement will become applicable to new accounts.
- 14.3 **Declarations, instructions and consents of the client**
- 14.3.1 Customer admits in advance that he/she will become a registered user of the relevant electronic services only after having read the conditions of such services carefully and once the wish of the customer to become registered is expressed through the software using the code, internet banking username and password given in the subparagraph 9.1.6 of this agreement, or through the code created by the customer under the subparagraph 14.2.2 of this agreement, it shall be considered that the customer agrees with the conditions of the services he/she has become registered for.
- 14.3.2 The client hereby consents that any of his/her requests (instructions) on receipt of information on the client's accounts, on registration for utilization of services, on amendment to the registered data or on carrying out of operations shall be protected in the bank's electronic database and such kind of record shall have evidentiary purposes (shall be used as an evidence) in the event of dispute. The record shall be deemed property of the bank and the bank shall be under obligation within 3 (three) years from its generation to provide to the client upon his/her written request the record in the form acceptable for the bank in no later than 15 (fifteen) calendar days from the receipt of the written request.
- 14.3.3 While carrying out utility payments through the mobile banking the client shall be under obligation to follow the fill in format of subscriber's number, the bank shall otherwise have right to cancel the transaction and return the paid funds onto the client's account.

## 15 DEPOSIT SERVICE

- 15.1 **Description of the service**
- 15.1.1 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.
- 15.1.2 The depositor is entitled to term and demand deposit as well as its modified services.
- 15.1.3 Depositors are required to open a settlement account (current, card, sales or other) for having deposit service.
- 15.1.4 If the Client agrees, an application for the termination of a deposit can be confirmed by the Client's SMS code, which shall have the same legal force as a hard-copy document signed by the Client
- 15.2 **Calculation of Interest on the Deposits**
- 15.2.1 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, information placed on the web site of the bank, etc.).
- 15.2.2 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.
- 15.3 **Obligations and Rights of the bank**
- 15.3.1 **The bank is under obligation:**
- 15.3.1.1 to accept funds and pay the interest accrued thereon in accordance with the terms and conditions of this agreement;
- 15.3.1.2 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.
- 15.3.2 **The bank shall have the right:**

- 15.3.2.1 to use, freely, on his/her own behalf and in its sole discretion, the funds standing to the credit of the deposit account;
- 15.3.2.2 to withhold and transfer to the state budget income 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
- 15.3.2.3 in case there exists a matured obligation of the depositor 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 deposit agreement without further consent or authorization of the depositor.
- 15.3.2.4 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 (in this case this agreement and/or any application signed by the customer to join this agreement shall be deemed as customer's request to open settlement (current, card, sales or any similar) account and/or checking account).
- 15.3.2.5 Amount placed at the settlement (current, card, sales or any similar) and/or checking account for opening it and/or the amount that is paid in and/or transferred to the mentioned account for the purpose of supplementing it shall be transmitted automatically (without prior consent of the customer) to the savings (deposit) account of the customer and/or the savings (deposit) account of any person indicated in the payment/transfer bill;
- 15.3.2.6 Transmit the sums received for transferring them to the customer's time deposit account (in case the deposit account number is indicated in the bill of transfer) to the customer's current (settlement and/or checking) account first and then retransmit them to the savings account of the customer under the paragraph 3.2 of this agreement.
- 15.4 **Special Provisions on Term ("Term", "Term +", "My Objective", "Child", "Golden", "Pension", "Bonus") Deposits**
- 15.4.1 In the event of the term deposit the interest shall accrue to the balance maintained on the deposit account;
- 15.4.2 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.
- 15.4.3 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.
- 15.4.4 In the event the funds indicated by the depositor in the application are not deposited within 1 (one) day from the submission thereof, the agreement between the bank and the depositor shall automatically be cancelled.
- 15.4.5 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.
- 15.4.6 In the event of premature withdrawal of the funds from the deposit as per paragraph 15.4.5 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 15.4.5.
- 15.4.7 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 budges (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.
- 15.4.8 The bank shall be entitled, after the expiry of the deposit term, to notify a depositor via a short text message (SMS) ( pursuant to the subparagraph 13.2.3.4 of the Agreement ) and in any other form determined under this Agreement. The message shall be sent to the depositor to the mobile phone number indicated in the bank application provided by the bank at the time of opening the deposit account. The client shall notify the Bank on changing of the telephone number, otherwise the bank shall not be responsible for the consequences.



- 15.4.9 Child and Pension Deposits interest rates are fixed for a year from the date of opening the deposit. After the mentioned period is expired the deposit interest rates shall be changed as per the interest rates established for the Child and Pension Deposits by the bank at the moment of expiry. Interest on the additionally deposited sums (tranches) made after a year from the date of opening the deposit account shall be accrued as per the interest rates established for the Child and Pension Deposits by the bank at the moment of the expiry of the mentioned one-year term.
- 15.4.10 The interest shall be accrued on the tranches credited to the "Term +" deposit in accordance with the interest rate determined by the bank for the "Term" deposit of relevant period remaining until expiry of the deposit term.
- 15.5 **Special conditions on Demand Deposit**
- 15.5.1 In case of saving deposit the interest shall accrue on the balance existing on deposit account at the end of operation day.
- 15.5.2 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.
- 15.5.3 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.
- 15.5.4 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).
- 15.5.5 The Bank shall have the right to amend the method of accrual of interest rate unilaterally, at its sole discretion by way of 1 (one) month in 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](http://www.tbcbank.ge) , if the Bank unilaterally revises the interest rate on demand deposits, the Customer shall be given 1 (one) month's prior notice thereof with text message

## **16 GENERAL CONDITIONS OF CREDIT PRODUCTS**

- 16.1 On the basis of this agreement the client/the cardholder is entitled to use the following credit products: simple consumer and student loans, prompt installment, credit limit permitted on plastic card or overdraft, installment card and credit card "Ertguli" and other credit products.
- 16.1.1 Under this Agreement and a particular credit facility agreement the Bank is authorized (and not obliged) to disburse a credit (fully or partly) or service the client with any credit facility.
- 16.1.2 The client must fulfill/satisfy relevant precondition(s)/requirement(s) (if any) for the issuance of credit facility(ies) (including each tranche of the credit facility).
- 16.1.3 Proceeding from the circumstances listed in these subparagraphs (16.1.1 – 16.1.2), the Bank is authorized not to issue the credit facility(ies)/terminate the issuance of any tranche of the credit facility(ies) at its own discretion without explaining the reasons to the client (including in case a specific credit facility agreement is signed between the parties).
- 16.2 Each credit product listed in the paragraph 16.1 of this agreement is described in corresponding section of this 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. Other types of credit product are issued generally under the agreement between the bank and the customer on the provision of the credit products which does not exclude the possibility to issue any of the credit products directly on the basis of this agreement.
- 16.3 Customer must submit the application to the bank in order to receive the credit product (several products are allowed to be received on the basis of application made via electronic means of communication (telephone, internet, electronic mail, and etc.)). The bank shall consider the application of the customer and shall decide whether to approve or deny the request for issuing the credit product (the bank is not obliged to comment on the reasons of denial).
- 16.3.1 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.
- 16.4 After receiving the credit product the customer (borrower) shall be obliged to return it and pay the interest fee as per the conditions agreed with the bank.

- 16.4.1 Interest is accrued to the Client's outstanding liability towards the Bank and is calculated according to the actual days of use of the facility based on a 365 day calendar
- 16.5 The client's financial obligations are generally performed by way of the funds accumulated on his/her account(s)
- 16.6 In the event the client has no current account at the bank, application on credit products shall at the same time be deemed as application on opening of a current account. The bank shall open current account for the client prior to performing any of the credit services.
- 16.7 The amount that is given to the bank by the customer/card owner to pay off the credit product or the amount existing on the card owner's/customer's account shall be used to pay off insurance premium first, then the surcharge for delays (if such exist), the interest, and finally, the principle. The customer shall authorize the bank on the following:
- 16.7.1 Change the rule given in the paragraph 16.7 of this agreement;
- 16.7.2 Bank shall determine the sequence (priority) of implementation of obligations by the customer at its own discretion, namely the bank can unilaterally decide on what sum (amount) and which indebtedness is to be paid off by the customer from the amount(s) given to the bank by the customer/card owner or the amount(s) on the card owner's/customer's account(s), meaning that the customer will grant the bank the authority to determine on the customer's behalf the sequence (priority) of implementation of obligations by the customer.
- 16.8 In the event of failure to pay monthly payments on time the client/the cardholder shall be under obligation to pay to the bank the delayed payment fee, whether fixed or on daily basis, which amount shall be determined in accordance with tariffs existing at the bank at the time of the occurred delay.
- 16.9 Penalty shall not apply to credit product, if the date of depositing the amount (payment) happens to be on the non-banking day. In this case, client will be liable to deposit the payable amount (to pay) on the relevant account on the next banking day.
- 16.10 In the event the client/the cardholder does not cover the credit obtained through utilized credit product, accrued interest, fines (if any), insurance premium within the term agreed with the bank or fails to pay on time any commission determined by the bank, the bank shall have the right:
- 16.10.1 to satisfy its claim by way of arresting bank accounts and/or realization of any of the client's/the cardholder's assets (this right shall not in any manner restrict the right of the bank under paragraph 3.2 hereof), 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.
- 16.10.2 to request at any time that the client/the cardholder to enter into a mortgage or pledge agreement with the bank in order to secure the payment of liabilities incurred by way of credit line (in such event the client/the cardholder shall execute the relevant agreement in no later than 5 (five) working days from the request. Subject to the agreement the client/the cardholder shall mortgage or pledge the property subject to transfer of title thereupon to the bank, which shall not have a value less than aggregate amount of utilized credit product, accrued interest and fines and shall provide the registrations of the bank's rights at the public registry. Expenses for execution of the agreement(s) and registrations of relevant rights shall be borne by the client/the cardholder);
- 16.10.3 Require to be transferred the object of mortgage and/or pledge and after such transfer, assign the object of mortgage and/or pledge through direct sale or in any other manner prescribed by the Civil Code of Georgia, and after payment of all the costs related to sale, use the obtained amount for disbursement of funds under credit. If the funds obtained from the sale of the object of pledge cannot fully pay the borrower's indebtedness, the bank may apply execution upon any client's/borrower's property (any thing and intangible property of the client);
- 16.11 In case the client/the borrower fails to pay monthly payments, accrued interest, fines or insurance premiums on time or in the event of any other material grounds the bank shall have the right to terminate unilaterally the credit and/or the relevant agreement and request the client/the borrower payment of all outstanding credits together with associated payables (interests, fines, etc.).
- 16.12 Registration or/and cancellation of any request for repayment before due date as specified in the relevant repayment schedule of the mortgage credit, consumer loan or/and motor credit (hereinafter referred to as the Credit for the purposes of paragraphs 16.12 – 16.17 of this Agreement) (including

- repayment of the Credit before due date either in full or in part or/and refinancing thereof) shall be made by filing by the Client/Borrower of a written application (hard copy or soft copy) to the Bank. The Client's/Borrower's application is fulfilled by the Bank (provided, that there are sufficient funds available at the Client's/Borrower's account(s) on the date the application is received or the next business day if the application was filed by the Client/Borrower in non-business hours). However, the Bank may by various reasons (including technical ones) or/and in order to verify certain facts, fulfill the Client's/Borrower's application within 5 (five) calendar days upon receipt of the application. During the period from the date of receipt of the Client's/Borrower's application and when there are sufficient funds available at the Client's/Borrower's account(s) till the early repayment date of the Credit (either in full or in part), no interest will be charged to the Credit. Furthermore, in some cases as provided for by law, when repaying the loan (an amount of which exceeds 2 000 000 GEL or its equivalent in foreign currencies) before due date either in full or in part, the Client/Borrower shall be liable to apply to the Bank 14 (fourteen) calendar days prior to the expected payment date.
- 16.13 In case of prepayment of the part of the loan, the bank shall be authorized to unilaterally change the schedule (draft a new schedule) of payment of the loan, in which case, the Client/borrower shall become obliged to 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.
- 16.14 In the event of submission of application on advance payment, the client/the borrower shall be under obligation to further supply the bank with all necessary information/documents directly or indirectly proving with the ability to determine the fact of refinancing or absence of other refinancing arrangements.
- 16.15 In the event the agreement provides for refinancing fees and the bank suspects the fact of a possible refinancing of such credit, the bank shall have the right to request at any time from the client/the borrower the delivery of any kind of information/documents within no later than 2 (two) banking days from the date of the receipt of the client's/the borrower's application of advance payment of the credit.
- 16.16 Refinancing of the credit shall mean advance repayment (payment before the agreed term) of the credit at JSC "TBC bank" carried out directly and/or indirectly, personally and/or through other person(s) by way of the funds obtained directly and/or indirectly, personally and/or through other person(s) from any other financial institution (commercial bank, microfinance organization, credit union and/or other entities).
- 16.17 The parties hereby agree on the following:
- 16.17.1 the bank shall not be under obligation to prove the fact of refinancing and shall have the right to make decision on imposition of the refinancing fee and/or relevant commission to the client/the borrower on the basis of information held by the bank derived from any kind of source whatsoever. The client/the borrower shall bear the burden of proof on the absence of the refinancing;
- 16.17.2 fees and/or commissions on refinancing and advance repayment shall be determined by the agreement(s) executed between the parties;
- 16.17.3 in the event the client/the borrower proves the non-existence of refinancing through the court, the bank shall be under obligation to reimburse to the client/the borrower solely the commissions and/or fees deducted without authorization of the client/the borrower. The client/the borrower hereby waives his/her right of claim in connection with the damage occurred as a result of the bank's actions (in breach of the bank's obligations hereunder).
- 16.18 In the event the bank request the client a submission of an insurance policy(with conditions set by the Bank) in connection with the use of a credit product, the client/the cardholder shall be under obligation:
- 16.18.1 Take out insurance with an insurance company approved by the Bank ,at rates/terms set by this company
- 16.18.2 to carry out the insurance in accordance with the requirements of the bank;
- 16.18.3 to indicate the bank as a sole beneficiary in the insurance policy.

- 16.18.4 If the term of the insurance policy is less the term of this Agreement/ additional agreement(s), submit to the Bank a renewed insurance policy not later than within 14 (fourteen) calendar days before the date of expiry of the existing insurance policy.
- 16.18.5 Pay the insurance premium and/or other related fees in the amount charged by the insurance company approved by the Bank. The payment of the insurance premium and/or other related fees is a mandatory payment related to the bank facility (including, a credit facility) and without the payment (or without undertaking the payment) thereof, the bank facility (including, a credit facility) will not be issued. The amount of the insurance premium and/or other related fees shall be set forth in a respective agreement and/or the insurance policy.
- 16.19 In the event the client/the cardholder fails to pay the insurance premium/ insurance fee according to the terms and conditions of this agreement/ additional agreement(s) and/or the insurance policy such failure shall be deemed as a delayed payment.
- 16.20 With the purpose of the Client's commitments guarantee, as well as the insurance continuity guarantee and/or in case of violation of commitments regarding insurance issues, the Borrower:
- 16.20.1 Agrees in advance to implement any activities related to the replacement of the insurance company upon the Bank's requirement, terminate or renew insurance relations/agreement with the insurance company ;
- 16.20.2 Authorizes the Bank to process (including the provision for the insurance company in relevant time periods) information containing the Client's personal data for the purpose of relations with insurance companies;
- 16.21 The client/the cardholder hereby consents to the right of the bank to deduct from any account of the client/the cardholder the insurance premium in accordance with conditions stipulated under paragraph 3.2 subject to monthly payment for the benefit of insurer (insurance company). If the amount is debited from a currency account(s), the equivalent will be calculated based on the exchange rate set by the Bank on the day of debiting.
- 16.22 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).
- 16.23 The Client gives consent and authorizes TBC Bank JSC (hereinafter the "Bank") to process the Client's data provided herein as well as in the Bank's database and/or stored in the databases of the Credit Information Bureau(x) (hereinafter the Bureau) for the purpose of creditworthiness assessment, in compliance with rules and provisions stipulated by the law of Georgia. The Client is aware of the rights envisaged by the law of Georgia that upon the Client's request, the Data Processor is obliged to correct, update, add, block, delete or destroy data if they are incomplete, inaccurate, outdated or obtained and processed unlawfully. This is a one-time consent and is valid within 30 working days from signing the Application. The Client is also aware and agrees that the Bank will obtain/process all credit/non-credit and other relevant information concerning me, which involves information provision and retrieval to/from the Bureau in compliance with the rules and conditions stipulated by the law of Georgia. This information is processed for the purpose of creditworthiness assessment and will be accessible to credit-granting organization(s) subscribed to the Bureau as well as to information provider(s) and receiver(s) in compliance with the law.
- 16.24 For the purpose of decision to be made with regard to the client's credit and/or performing the liabilities of the client towards the bank (including repayment of the credit), the bank shall have the right to request and obtain any kind of private information on the client through third person(s) and administrative entities.
- 16.25 In case the customer violates any commitment under the agreement between him/her and the bank, or if it is necessary to protect business reputation of the bank and/or its legal interests, the bank shall be entitled to submit to the court/arbitration/National Bureau of Enforcement the information about the customer and/or use it like any document signed by the customer.
- 16.26 Bank is entitled to:
- 16.26.1 Write off the amounts from any account of the customer at any time without his/her subsequent approval (without notice) for the purpose of fulfillment of any obligation before the bank and after arising of such an obligation. If indebtedness is set in a currency different from the currency of the sum

- on the account, the equivalent shall be determined by the bank as per the exchange rate existed at the moment of the write-off.
- 16.26.2 Transfer service fees payable to the National Agency of Civil Registry, Service Agency of the Ministry of Internal Affairs and/or other administrative bodies and/or other fees related to loan issuance (including insurance premium) from any account of the customer to the account of the corresponding person without customer's subsequent approval (without notice);
- 16.26.3 Write off corresponding amount from any account of the customer, convert it into national currency, transmit it to customer's GEL account and retransfer the amount to the account of the corresponding person at any time without his/her subsequent approval (without notice) in order to repay for the item or services purchased by the customer through the loan issued by the bank.
- 16.26.4 In case of payment outstanding for 14 (fourteen) days after the date stipulated by the payment schedule of any additional agreement (for any credit product) concluded on the basis of this agreement, the information about this fact shall be transferred to the following persons related to the client: owners of the property/Guarantors encumbered to secure the obligations of the client and the persons recorded in any application of the client for receipt of the credit product (family members, recommenders, contact persons and others). In addition, the Bank shall have the right, with the purpose to determine the location/contact information of the client only, to contact the person(s) depositing/transferring funds to the client's account(s) – payer(s), and the client expresses prior consent to such action.
- 16.26.5 In the case of overdue payment of the amount, specified in the schedule of any additional contract (any credit product) concluded on the basis of this Contract for 14 (fourteen) days, to block the bank accounts of the borrower and/or the client's guarantor(s) – limit active operations to/from accounts (withdrawal, transfer, conversion of amount, etc.). Only performance of incoming transfer/ amount depositing operations will be possible on the account(s).
- 16.27 If the insurance premium payable by the Client is 90 (ninety) days overdue, the Client authorizes the Bank to ensure on its own the payment of the outstanding insurance premium to the insurer, at its own discretion.
- 16.28 If the Bank pays the insurer an outstanding insurance premium (on behalf of the Client) in compliance with Paragraph 16.27, the Bank is authorized to claim from the Client the full amount of insurance premium paid by the Bank to the insurer.

## **17 Provisions for Credit relations and/or Termination of the Agreement**

- 17.1 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:
- 17.1.1 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;
- 17.1.2 Customer violates payment commitments under the schedule attached to any additional agreement signed on the basis of this agreement;
- 17.1.3 Any prerequisite, additional condition and/or the claim of the bank made to the customer is not fulfilled (violated);
- 17.1.4 Customer undertakes any commitment without prior written consent of the bank;
- 17.1.5 Customer makes use of credit product received under any additional agreement inappropriately (violates its purpose of use);
- 17.1.6 Customer's capital reduces significantly;
- 17.1.7 Significant changes take place in the property of the customer without prior written consent of the bank;
- 17.1.8 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;
- 17.1.9 Significant part of customer's assets (twenty percent or more) is alienated without prior written consent of the bank;
- 17.1.10 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;

- 17.1.11 Any party to the contract signed for securing this agreement, or its successor, violates any provision of the corresponding agreement;
- 17.1.12 Collateral(s) of this agreement are destroyed, damaged and/or depreciated for which the bank shall not become liable;
- 17.1.13 Enforcement procedures are commenced against the customer;
- 17.1.14 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;
- 17.1.15 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;
- 17.1.16 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;
- 17.1.17 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;
- 17.1.18 Any application and/or information submitted to the bank by the customer turns out to be significantly wrong or incorrect (untrue);
- 17.1.19 Customer commits any action which aims at misleading the bank;
- 17.1.20 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.
- 17.2 The customer shall be obliged to notify the bank immediately whenever any of the circumstances listed in the subparagraph 17.1.1-17.1.20 is taking place;
- 17.3 In cases described in the paragraph 17.1 of this agreement (regardless of whether any of the circumstances listed in the paragraph 17.1 of this agreement is taking places 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;
- 17.4 Whenever any of the circumstances described in the paragraph 17.1 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;
- 17.5 In cases described in the paragraph 17.4 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.

## **18 CREDIT LIMIT**

- 18.1 Allowing credit limit to the card account implies the rights to be granted to the owner of the plastic card for utilization of credit resources within the amount defined by the credit limit.
- 18.2 Card owner submits the application to the bank in order for the credit limit to be allowed at the card account. The application must include the maximum amount of credit limit desired by the card owner; currency of the limit and the term within which the card owner is ready to repay the credit limit; annual interest rate (as per the rates established by the bank), and other information.
- 18.3 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.

- 18.4 Card owner shall be obliged to pay service fee to the bank for utilizing the used credit limit the annual rate of which is determined under the rates established by the bank for utilization of the credit limit fixed as of the moment of using it, recalculated based on 365 (three hundred and sixty five) days of the calendar year. Interest shall be accrued on the used part of the credit limit from the date of its generation up to the date of its full repayment (factual payment).
- 18.5 Commitment of the card owner to pay off the monthly payable amount to the bank shall arise from the moment of using the credit limit or any of its part. The monthly payable amount generally includes insurance premium, part of the used credit limit and the interest accrued on the used credit limit.
- 18.6 The monthly payable amount shall be paid:
- 18.6.1 Before the day of each month to be indicated by the card owner in the application for corresponding credit product, in case of credit limit allowable for the plastic card, overdraft or installment card;
- 18.6.2 Following the rules established by the bank, in case of credit card "Ertguli".
- 18.6.3 The amount deposited/transferred to the account for the settlement of the liability before the Bank, shall be held in the account for at least 30 (thirty) minutes, otherwise the liability will not be deemed fulfilled (the outstanding liability will not be deemed settled);
- 18.6.4 If the client transfers and/or withdraws the amount from the account for the settlement of the liability before the Bank, for the purpose of refunding (transferring/depositing) the amount to the account, at least 30 (thirty) minutes shall pass from the outgoing transfer/withdrawal transaction to the incoming transfer/deposit transaction, otherwise the liability will not be deemed fulfilled (the outstanding liability will not be deemed settled);
- 18.7 Bank is authorized to perform the following:
- 18.7.1 In case of a significant change of circumstances, due to which the Bank decided to allow/increase the credit limit, in case of violation of obligations under this Agreement or the application on allowance/increasing of credit limit by the cardholder, at any time without prior notice unilaterally cease/cancel action of the card or cancel/reduce/terminate the right of credit limit usage and/or through the notice to the cardholder to demand the cardholder to return used amount (credit) together with accrued interest and penalty no later than 14 (fourteen) calendar days after receiving the notice by the cardholder.
- 18.7.2 On its own initiative without prior notice to the cardholder to allow the credit limit to the cardholder's card account. On its own initiative or on the basis of cardholder's application without changing the Agreement on credit limit allowance unilaterally increase the limit already allowed to the card account or the validity of credit limit, on which the general conditions of Agreement on credit limit allowance will spread, the cardholder declares his consent to it by signing the application on credit limit allowance/credit limit change.
- 18.8 Commission fee shall be paid by the customer as per the rates established by the bank for the allowance of the credit limit on the card account, as well as for increasing the amount of the credit limit or receiving formation related it.
- 18.9 Grace period related to the credit card "Ertguli" implies that if during the mentioned period the customer repays the amount used during the previous billing period then the interest shall not be accrued on the used credit amount. Otherwise the customer shall be obliged to pay off the minimum amount payable to the bank on monthly basis no later than on the 25th day after the billing date. In case the billing date coincides with a non-business day the debt shall be calculated on the following business day.
- 18.10 During the use of the credit limit allowable for the Installment Card the 10 (ten) month loan repayment schedule for each transaction shall be drawn up which the customer shall be obliged to follow in order to repay the used amount together with the interest. Customer will be able to use over again the credit limit allowed for the Installment Card while repaying the used (utilized) amount. The amount payable each consecutive month can be different from the amount paid in the previous month.
- 18.11. The Parties agree that the "TBC Prime Card"/ held by the client, will be changes by the "Ertguli" credit card, without change/ replacement of the relevant plastic credit card and formalization of new contract and/or introduction of change into the Contract, related to the use of "TBC Prime Card" credit card. For the purpose of elimination of any doubt, the Parties agree that the plastic credit card, which is nominated / mentioned as "TBC Prime Card" is regarded as "Ertguli" credit card and the terms of the Contract of the credit card, related to "TBC Prime Card", formalized with the client,

- together with the Present Contract, apply to it. Consequently, the “Ertguli” credit card, mentioned in this Contract, implies the credit card, which is nominated/ mentioned as “TBC Prime Card” on plastic cards.
- 18.12. The client is authorized, within the credit limit, allowed on the “Ertguli” credit card, to use installment payment function of the card, which implies the possibility of purchase of goods/ services in commercial/ service facilities – Bank partner companies on the terms of installment payments. Besides, the information on partner companies is placed on the Internet-page of the Bank: ertguli.ge. The Bank is authorized to create by other site, where the information on partner companies will be placed and, in this case, the relevant information and the address of the Internet page will be published on the web page of the Bank: tbcbank.ge.
  - 18.13. Use of installment payments, mentioned in p. 18.12 of the Present Contract is possible only by applying the “Ertguli” credit card in POS terminals of JSC TBC Bank.
  - 18.14. Specific terms of use of installment function through the “Ertguli” credit card are reflected in the relevant Contract, which will be formalized between the parties.
  - 18.15. The client, holding the “Ertguli” credit card, nominated by “TBC Prime Card”, is authorized to use installment payment function without introduction of changes and additions to the Contract on use of the credit card. Besides, the terms of Contract on use of the credit card, related the “TBC Prime Card” will fully apply to the legal and factual relations oh use of installment payment function with the “Ertguli” credit card, unless the terms of installment payment by the “Ertguli” credit card are otherwise regulated by the Present Contract. Special norms and terms, regulating “Ertguli” credit cards are also defined in information materials, distributed by the Banks and on Internet pages of the Bank, specified in this Contract.
  - 18.16. The client states and confirms that he/ she is familiarized with the terms of use of installment payment function of the “Ertguli” credit card, which, alongside with the Present Contract, are reflected on the Internet pages of the Bank and in information materials, distributed by the Bank. Besides, purchase of goods/ services by installment payment with the “Ertguli” credit card by the client confirms familiarization with the information, related to installment payment terms, which the client fully agrees to.
  - 18.17. In the case of purchase of goods/ services on the terms of installment payments the installment amount is reflected in POS terminal. The Client is authorized to determine the number of payments, required for complete payment of the installment amount within the minimum and maximum period determined by the Bank at the moment of purchase of goods/ services. Besides, for the purpose of elimination of any doubt. The client gives unilateral discretion to the Bank to determine minimum and maximum period of payment schedule.
  - 18.18. In compliance with p. 18.18 of the Present Contract, after determination of the desirable period of payment of the full amount of installment, entering of the PIN code/ password of the “Ertguli” credit card and its confirmation in POS terminal implies conclusion of transaction (procurement of goods/ services by installment, Procurement Contract), which the client completely agrees to.
  - 18.19. In compliance with the terms of the Present Contract, in the case of purchase of goods/ services with the “Ertguli” credit card, the receipt, printed by the POS terminal, together with other technical information, reflects the time/date of procurement of the goods/ services, the installment amount, interest rate of installment and the schedule of payment. Other terms of purchase of goods/ services by installment are regulated by the Present Contract and credit card.
  - 18.20. The parties state and confirm that the receipt, printed by the POS terminal in the case of purchase of goods/ services with the “Ertguli” credit card has full legal power, identical to transaction/ agreement. Besides, the client recognizes that the parties will rely on the terms, reflected in the above-mentioned receipt for the purpose of identification of their rights and obligations.
  - 18.21. The client will be obliged to pay the amount, provided by the payment schedule, reflected on the receipt, together with other current credit debts, not later than on the 25<sup>th</sup> day (payment day) of calculation.
  - 18.22. If the client doesn't pay the amount, specified in the payment schedule in accordance with the terms, reflected in the Present Contract, the relevant contract, related to the credit card and the receipt, together with other current credit indebtedness, the terms of credit card, which don't apply to the



- installment, will apply to complete indebtedness for the relevant period (inter alia, payment of amount, provided in the payment schedule, will be implemented according to the rule, established for payment of the credit limit, specified in the contract on use of the credit card). The parties also agree that fine and penalty amounts (if any) will apply to the uncovered/ unpaid amount/ indebtedness, envisaged for legal-factual relation, arising in the case of use of credit limit (which is not used through installment).
- 18.23. The client is authorized to require nullification of transaction (purchase/ procurement of goods/ services with installment payment) till the closure time of the relevant commercial/ service facility. Besides, the client will have the above mentioned right if he/she presents the receipt, confirming procurement of goods/ Services to the relevant commercial/ service facility (which shall be identical to the receipt, existing in the commercial/ service facility), the purchased goods and/ or profit, gained through the service (if possible).
- 18.24. If the client does not demand nullification of transaction in accordance with p. 18.24 of this Contract in the commercial/ service facility, the client will have the right of submission of the above-mentioned demand to the Bank, not later than during 10 (ten) calendar days from purchase of the goods/ services.
- 18.25. The client acknowledges that realization of the right, specified in p. 18.25 of the Present Contract is possible only in the case, if the Bank obtains written consent of the commercial/ service facility in regard to nullification of transaction (purchase/ procurement of goods/ services by installment). Besides, the client is obliged to present the receipt, confirming purchase of goods/ services to the Bank/ commercial/ service facility (which shall be identical to the receipt, existing in commercial/ service facility), the goods purchased and/or the profit, gained through the service (if possible).
- 18.26. Expiration of the "Ertguli" credit card and/ or credit limit period does not relieve the client of fulfillment of obligations, taken under the Present Contract and contract on use of the relevant credit card, inter alia, from payment of amounts, provided by payment schedules and other current credit indebtedness.
- 18.27. The Bank is authorized to abolish of the "Ertguli" credit card at any time, unilaterally and automatically replace it with identical or similar credit product. Besides, automatic replacement means unilateral coverage of client's liabilities, related to the "Ertguli" credit card by the Bank and allowing the relevant credit limit on identical or similar credit product. The client will be notified about automatic replacement and, if necessary, will be required to formalize the relevant contract; the client is authorized to refuse/ to disapprove replacement of the "Ertguli" credit card with other identical or similar product; in such case, the Bank is authorized to demand from the client, by notification, return of the used amount (credit) together with the accrued interest and fine not later than during 14 (fourteen) days from receipt of notification by the card holder.
- 18.28. The Bank is authorized to abolish the installment function of the "Ertguli" credit card without the client's consent, at any time, unilaterally, and/or refuse the client to use installment function through the mentioned cards and, if required, make changes to the relevant contracts and/or nullify such contracts.
- 18.29. The Bank is authorized to include credit cards of JSC "TBC Bank" into encouraging projects/ programs mentioned in p. 12.1.9 of the Present Contract (including the "Ertguli" credit card). Consequently, the regulations, provided in p.p. 12.1.9-12.1.16 shall fully apply to credit cards.
- 18.30. The client acknowledges that, together with the payments provided by the Present Contract, any other contract, covered by this Contract and credit card contract, he/ she is obliged to make any other due payment, arisen towards the Bank, including unpaid credit indebtedness, accrued interest(s) to it, fine(s), penalty (penalties) (as well as card service commission amounts) and any other financial expense(s).

- 18.31. The Bank is authorized, at its own discretion, to write off/ cut off the credit indebtedness and any financial expense (including interest, fine amounts, annual interest rate, etc.) related to the credit card from the credit limit, inter alia, cashing limit.
- 18.32. The Parties agree that the credit limit used by the client shall be covered through money(s) transmitted to the bank and/or kept/placed on the client's account(s) in the following sequence: : amounts of fine/surcharge, interest, amount payable by the installment payment schedule, commission(s), amounts utilized through withdrawal (including, amount withdrawn from ATM machine, transactions carried out via internet banking, mobile banking or transactions performed through the visit to branch), amounts utilized through cashless settlement (including amounts utilized through POS-terminal, e-commerce), and at last, amounts transferred during repayment of the credit liabilities outstanding in other financial institution (meaning the transfers performed by the client's order during the visit in branch/service center).

## **19 LOMBARD LOAN**

- 19.1 Lombard Loan is a loan granted by the bank against security, in particular, the client's (hereinafter the Borrower) and/or any third person's movable things (jewellery)
- 19.2 At any time before expiration of the term of Lombard Loan or the sale of security (pledged jewellery) upon the date of repayment of Lombard Loan, the term of Lombard Loan may be extended for the period agreed by the parties if the Borrower has paid the interest rate accrued and the prolongation commission by the moment
- 19.3 The bank may at any time:
- 19.3.1 Cancel the provision in paragraph 19.2 of this agreement by giving a notice to the borrower;
- 19.3.2 Revalue (reduce the price of) the items pledged in order to secure the Lombard Loan and require the borrower to repay the Lombard Loan before the scheduled term (in advance) in the amount equal to the price difference or to present collateral security (pledge of jewellery).
- 19.4 If the bank exercises any of the rights under paragraph 19.3 of this agreement, the borrower shall meet the requirements of the bank within the term specified thereby
- 19.5 Despite the name "Lombard Loan", the bank may enjoy the right under paragraph 16.10 of this agreement if the borrower fails to fulfill any obligation assumed hereby in a timely manner.

## **20 Card Security Service**

- 20.1. Card Security Service represents the product of the Bank, which aims to protect the customers – the Bank cardholders in Georgia as well as abroad should be protected from the losses caused by the illegal use of the card through the third person by using money access machine, terminals and internet.
- 20.2. In frames of the service the Bank reimburses the losses caused by the illegal use of the card in accordance with the norms of the agreement and the limits relevant to the customer.
- 20.3. To have a plastic card of the Bank is an essential condition for getting the card security service.
- 20.4. The Client can confirm the Card Security Service Application and changes thereto by an SMS code, which shall have the same legal force as a hard-copy document signed by the Client.
- 20.5. For getting the service mentioned in this Article the owner of the card states his/her desire with the representatives of the Bank; the bank's service center/branch, where he/she fills an appropriate application, or through the bank's telephone service, where the relevant registration takes place.
- 20.6. Amount of limit for the Card Security Service and the commission fees for the service stipulated by the limits are given at the web-page of the Bank, in the leaflets, booklets, brochures, application for receipt of the service and other various informational channels/materials.
- 20.7. Commission fee for the Card Security Service shall be determined according to the amount of limit for the Card Security Service.
- 20.8. The Card Security Service comes into force after deducted the service fee from the cardholder's account.
- 20.9. Commission fee for the Card Security Service shall be deducted annually without acceptance, from the accounts linked to the respective card. The term for the purpose of commission fees shall be calculated from the date of registration of the Card Security Service until expiration of the card.

- 20.10. Service corresponding to the Card Security Service shall be deemed as suspended, if the annual commission fee cannot be deducted from the customer's account for any reason. The service shall be reactivated from the day when the commission fee is deducted from the cardholder's account.
- 20.11. During the period when the Card Security Service is suspended, illegal transactions carried out with the respective card shall not be reimbursed.
- 20.12. Card Security Service shall be automatically terminated in case of illegal use of the card or if the card is found invalid for any reason.
- 20.13. In case of cancellation, loss of or damage to the card prior to its expiration, the Card Security Service linked to the card shall also be subject to cancellation.
- 20.14. Card Security Service shall remain in force for the term of validity of the bank plastic card, except for the exceptional cases stipulated by this agreement.
- 20.15. Amount of the limit for one Card Security Service shall apply to one card only. It is unacceptable to apply several limits of the Card Security Service to a single card.
- 20.16. The cardholder is responsible to inform the Bank immediately in case of any illegal use of the card; inform the bank with the additional statement within the 60 (sixty) working days after the case exposure, in which will be defined the facts and conditions of using the card illegally.
- 20.17. The date of consideration of the cardholder's application by the bank is:
  - 20.16.1. 20 (Twenty) working days for the operations performed in frame of the local operations.
  - 20.16.2. 50 (fifty) working days for all the other operations.
- 20.18. The Bank is responsible to make a demand/request while the cardholder is obliged to represent additional written statement about the facts of using the card illegally from the relevant Legal Authority (or from the competent foreign authority) or any other information/document that will help the Bank to make a decision for reimbursing the losses caused by the illegal use of the card to the owner. If the Bank will not be provided with the above mentioned documents/information it is free and not obliged any more to take the card security service norms into consideration.
- 20.19. Bank shall not reimburse:
  - 20.18.1 If the amount of losses caused by the illegal use of the card exceeds the limit agreed with the client.
  - 20.18.2 If the card was used illegally with the permission of the owner by the third person or/and by the relative or family member of the cardholder.
  - 20.18.3 Upon occurrence of the events specified by the Law of Georgia about 'Payment systems and payment services'.
  - 20.18.4 If the cardholder did not provide the lock of the lost/stolen card timely.
  - 20.18.5 If there is the fact of cheating or intended accusation act by the cardholder.
- 20.20. Bank reserves the right to refuse providing the norms of the card security service, if there will be found illegal/suspicious transaction request reimbursement on three different cards by the one client during the one working year.
- 20.21. The bank shall retain the right for early termination of the Card Security Service for any reason. The customer shall be notified thereof via the short message service (in accordance with subparagraph 13.2.4.2 of the Agreement) sent to the mobile phone recorded at the Bank. In such case, the Bank shall render the service stipulated by this article of the agreement to the cardholder within the term of received commission fee only.
- 20.22. If the illegal use of the card or/and its cash balance is ensured by the third person, cardholder, with the request of reimbursing the losses caused by the illegal use of the card, should address, first of all, to this third person. In addition, Bank is responsible to reimburse the losses caused by the illegal use of the card only if (in accordance with the conditions and limits set by the rules) the losses caused by the illegal use was not fully reimbursed in the frames of the reimbursement performed by the insurance person. Also, if the insurance person refuses making any reimbursement, the cardholder is obliged to provide the Bank with the confirmation document about the reimbursement refusal by the insurance person at the moment of making request about the reimbursement of the losses caused by the illegal use of the card. After which, in terms of the conditions and norms accepted by the Bank will be done the reimbursement of the losses caused by the illegal use of the card.
- 20.23. In frames of the relevant limits toward the cardholder accepted by the Bank, the cardholder is responsible for canceling this concrete plastic card after making reimbursement of the losses caused by

the illegal use of the plastic card by the third person. Otherwise, the bank shall unilaterally terminate the card security service.

## **21 Nominee Account**

### **21.1 Description of the service**

- 21.1.1 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.
- 21.1.2 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.
- 21.1.3 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.
- 21.1.4 The Nominee Owner shall be held responsible for the content and purpose of the operations carried out on the Nominee Account.
- 21.1.5 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.
- 21.1.6 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.
- 21.1.7 Standard tariffs set by the Bank for the current accounts apply to the Nominee Account.

## **22. PAYROLL PROJECT**

### **22.1 Description of the service**

- 22.1.1 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").
  - 22.1.2 The client may, at its discretion pay its employees' commissions for card issuance and withdrawal of funds from the accounts.
  - 22.1.3 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, compact disc, internet banking, EXCEL file).
  - 22.1.4 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.
  - 22.1.5 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..
  - 22.1.6 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.
  - 22.1.7 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.
- 22.2 The client shall be under obligation:
- 22.2.1 to submit to the bank information regarding the funds subject to transfer to the employees' accounts by way of device containing an electronic information in the form of electronic file pre-agreed by the parties;
  - 22.2.2 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 22.2.1 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.

- 22.2.3 to inform immediately the bank in writing on termination of employment relation with the relevant employee;
- 22.2.4 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;
- 22.2.5 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.
- 22.2.6 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;
- 22.2.7 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;
- 22.2.8 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;
- 22.2.9 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.
- 22.2.10 Receive from the bank and give the client's employees the plastic cards with PIN codes, internet banking codes in sealed envelopes, Pay stickers and other documents, also ensure that the holders sign the plastic cards;
- 22.3 The bank shall be under obligation:
- 22.3.1 to transfer funds to the employees accounts in no later than 3 (three) working days from receiving an order stipulated in paragraph 22.2.2 of this agreement.
- 22.4 By signing the present agreement, the client and the bank agree that for due performance of the obligations determined in article 22.2.5-22.2.10 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 22.2.5-22.2.10 on behalf of the bank. Client or the person appointed by it shall be obliged to:
- 22.4.1 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;
- 22.4.2 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.
- 22.4.3 to submit to the bank certified copies of employees' personal identification documents in no later than 5 (five) calendar days after such certification.
- 22.4.4 Receive from the bank and give the client's employees the plastic cards with PIN codes, internet banking codes in sealed envelopes, Pay stickers cards and other documents, also ensure that the holders sign the plastic cards;
- 22.4.5 Perform the duties set forth in paragraphs 22.2.5 – 22.2.10 of this agreement in good faith, fully and properly.
- 22.5 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 22.2.5 – 22.2.10 of this agreement; and

the person nominated (appointed) in compliance with paragraph 22.4 of this agreement shall perform the duties set forth in paragraphs 22.2.5 – 22.2.10 of this agreement in terms of a new employee of the client

### **23. E-Signature (Digital signature)**

#### **23.1 Service description**

- 23.1.1 The service implies that a client fulfill the digital signature under the regulations of the Georgian legislation so as the commercial bank perform/fulfill determined bank operation(s);
- 23.1.2 The digital signature made by a client in the process of a bank operation, under the Georgian legislation, has the same equal legal value as the written signature made on a printed-paper document.
- 23.1.3 The Parties agree that documents composed in a digital form have the same legal force as printed-paper documents signed by the client. Consequently, the document composed in a digital form cannot be a precondition for arising disputes between the parties.
- 23.1.4 After fulfilment of the bank operation, the client is authorized to request the bank to issue a copy of the printed-paper document that has the identical legal value to the bank operation(s) fulfilled in a digital form.
- 23.1.5 The bank guarantees to protect reliably the digital document fulfilled by the client.  
The detailed information about digital signature is available at the bank's website - [www.tbcbank.ge](http://www.tbcbank.ge).

### **24. Remote Banking (Mail Banking)**

#### **24.1 Service Description**

- 24.1.1 The Remote Banking– Mail Banking (hereinafter “the Service”) implies, based on the bank-determined criteria and under the determined conditions, a fulfillment of bank operations by a client via email, internet banking and other means in compliance with the task sent to the bank.
- 24.1.2 The service is offered only to the clients who satisfy the bank-determined criteria;
- 24.1.3 The bank shall not bear responsibility for the outcome(s) that may occur after other bodies receive messages or documents comprising any other information that may have been sent to the contact information that was forwarded by a client to the bank (email,internet banking);
- 24.1.4 The bank shall not bear responsibility for the outcome(s) that may occur after the bank receives messages or documents comprising any other information that may have been sent by other person via the contact information that was forwarded by a client to the bank (email,internet banking);
- 24.1.5 Any message/task sent to the bank via digital communication (email, internet banking) has the legal force identical to the documents printed onto a paper and verified by a client (composed in written form or undersigned).
- 24.1.6 The bank takes a decision on whether fulfill or not the task received from a client under This Agreement and the Georgian legislation;
- 24.1.7 The bank-determined criteria (that must be satisfied to get the services), service tariffs and detailed information (service description) are published on the bank website - [www.tbcbank.ge](http://www.tbcbank.ge).

### **25. Notification of Client for Fulfillment of Payment Services**

- 25.1 This article regulates issues for supply of information related to fulfillment of payment services and payment operations for the client. In the event of difference between this article and other provisions of this Agreement regarding the client notification on payment services, preference shall be given to provisions of this Article.
- 25.2 A part of conditions of information/agreement on payment services that have not been indicated in this Agreement, has been placed on the bank's Internet website ([www.tbcbank.ge](http://www.tbcbank.ge)) (hereinafter referred to as the Website) and represents an inseparable part of this Agreement.
- 25.3 By concluding this agreement, the Parties have agreed and regulated the following issues that are related to notification of the client about payment services (detailed description of the issues are given on the bank website):
  - 25.3.1 The bank's details: Name, legal and physical address of the head office, addresses of branches, electronic mail address, the website address, the bank license number, information on the supervisory board (name, the website address), the supervisory body responsibility issue;
  - 25.3.2 Information on payment services:
    - 25.3.2.1 Description of Main specifications of due payment services;

- 25.3.2.2 Details that are required for valuable fulfillment of payment order that shall be supplied by the Client to the Bank;
- 25.3.2.3 Forms and procedures for issuing by or requesting from the Payer's consent that is required for fulfillment of payment operation;
- 25.3.2.4 The period for reception of the Bank-determined payment order and the period after which the Bank suspends accepting payment orders, as well as the time, when received payment order is considered to have been accepted on the next workday;
- 25.3.2.5 Maximum time for fulfilling payment services on the territory of Georgia;
- 25.3.2.6 Limit of expenses determined for the payment instrument;
- 25.3.2.7 Information on service commission fee and exchange rate;
- 25.3.2.8 All sorts of commission fees that the Client shall pay to the Bank and their calculation principles, excluding fixed commission fees;
- 25.3.2.9 Orientation exchange rate and the currency exchange commission fee (if any), if the payment service fulfillment is related to the money conversion;
- 25.3.3 Safety requirements to technical equipment of communication devices agreed by the Parties;
- 25.3.4 Information on safety measures and unauthorized or invaluable performed operation;
- 25.3.4.1 In the process of applying the payment instrument by the Client, description of safety conditions and importance of protection of these conditions, including available results of non-fulfillment of these conditions; As well as mechanisms for information supply to the Provider in the event the client loses the instrument, theft, illegal appropriation by anybody or unauthorized use.
- 25.3.4.2 Circumstances because of which the bank is authorized to block/suspend payment instrument;
- 25.3.4.3 In the event of unauthorized payment operation, the volume of the Payer's money responsibility;
- 25.3.4.4 The form and deadlines for sending notification by the Client to the Bank (or the bank-determined other body) about unauthorized or invaluable fulfilled operation, as well as the Bank's responsibility for unauthorized payment operation;
- 25.3.4.5 The bank's responsibility for non-fulfillment of payment operation, invaluable or/and delayed fulfillment.
- 25.3.4.6 In the event of unauthorized or invaluable performed operation, conditions for money return by the Bank to the Consumer.
- 25.4 Responsibilities of the Parties for the payment instrument and responsibility outcomes as a result of non-fulfillment of these obligations deliberately or recklessly has been placed on the bank's website.
- 25.5 The Bank shall supply information free of charge to the Client about payment service(services) performed on the ground of this Agreement, in single time.
- 25.6 The information about conditions of payment services determined by this Agreement shall be supplied to the Client before the Agreement signature in a paper version or/and in the form of the website placement.
- 25.7 The client is able to check the history of foreign currency exchange rates within 180 days after payment operation implementation.
- 25.8 Information on specific payment operation has been placed on the bank website.
- 25.9 Relations connected to payment services shall be carried out in Georgian language if the Parties have not reached agreement on implementing relations in other language.
- 25.10 Within the validity period of this Agreement, the Client is authorized to obtain information on conditions of this Agreement through the agreement text placed on the Bank's website.
- 25.11 Within the validity period of this Agreement the client is authorized to receive information about payment services, based on regulations of this Agreement.
- 25.12 The Bank is authorized to make changes (additions) to the part of Payment Services regulated by this Agreement, by placing appropriate information on the Bank's website [www.tbcbank.ge](http://www.tbcbank.ge) or/and in buildings of the bank's branches and service centers 1 (one) month earlier before making similar changes (additions).
- 25.13 The obligation for disseminating the information 1 month earlier, as determined by paragraph 25.12, is not applicable to the situations, when the payment service commission fee amount is corrected to the benefit of the client, as well as to the new payment service that does not replace and/or does not change the payment service (services) determined by this Agreement. The bank is authorized to bring the change under this article into force upon its placement on the website.

- 25.14 Any changes carried out into the Agreement conditions, in cases determined by paragraph 25.12, shall be considered to have been agreed with the client, if the client has not notified the Bank about refusal of these changes, before the changes come into force.
- 25.15 In cases described by paragraph 25.12 of this Agreement, the client is authorized to reject receiving payment services in any time before one month has passed from placement of information on the bank's website or/and buildings of bank branches and service centers, by means of sending written notification to the Bank. In the event of applying (implementing) the rights granted by this paragraph, the Client shall pay the payment service commission fee, interest rate, charged fine and other payments determined by this Agreement to the Bank within 5 (five) calendar days from transmitting a written notification about termination of the Agreement-determined payment services to the Bank.
- 25.16 In the event the Client has not applied the rights described in paragraph 25.15 of this Agreement, any changes (additions) proposed by the Bank shall be considered to have been accepted/agreed by the Client, while the Agreement shall be considered to have been revised, in compliance with the conditions proposed (upon expiry of one-month period determined by paragraph 25.12).
- 25.17 The payment service supply may be terminated under regulations determined by this Agreement, upon the Client's request.
- 25.18 The Bank is authorized to terminate the payment services supply (determined by this article) in any time, by notifying the Client 1(one) calendar month earlier before the termination.
- 25.19 In the event of payment service termination, the regular commission fee for payment services shall be paid only proportionally to the period of performed payment services. If the Client has paid the payment service commission fee in advance, then the bank shall refund excessively paid amount to the Client

## **26. Priority Pass Service**

- 26.1 Description of services
- 26.1.1 Priority Pass is a program of the VIP waiting halls (the so-called "lounges") which serves the members (customers) included in the program through partner companies (operators of the VIP lounges); the PP card is the Priority Pass card issued by the bank to the client in agreement with the PPL that confirms a person's participation and which, once provided, allows the customer to enter the relaxation zone in compliance with respective procedures and rules. For the purposes of this article, the program means the program organized and introduced by the PPL (PRIORITY PASS LIMITED address: England, SW6 5NJ, London, Fullham Road 520) which allows its participants to enter the relaxation zones and use respective services in compliance with appropriate procedures and rules.
- 26.2 The customer declares that:
- 26.2.1 It is known and obvious to him/her that the bank does not assume the obligation to ensure access of the customer (the person accompanying the customer) to the relaxation zone, territory of airport (any international airport performing air transfers and shipment, a place, room and/or any other space arranged, and/or organized and separately allocated by the operator(s) that, usually, is intended for the reception of program participants), also to ensure obtaining of additional services by the customer (the person accompanying the customer) in the relaxation zone. The only obligation of the bank is to ensure, within the time frames determined by this contract and/or within the term of validity of the Visa Infinite card/Visa Platinum card and/or that service (based on which, the PP card has been issued to the customer) inclusion/joining of the customer in the program by transferring to him/her the PP card.
- 26.2.2 The client has reviewed the terms of the program, including the information available on the website ([www.prioritypass.com](http://www.prioritypass.com)- official web-site of the program which contains information on the terms of the program, including the fee, use of the PP card and relaxation zones);
- 26.2.3 It is known and obvious to the customer that the bank does not have and will not incur any obligation with respect to non-fulfillment/undue fulfillment of the obligations undertaken by the PPL and/or an operator before the customer. Terms of participation in the program are given on the website.
- 26.3 Within the period indicated by the bank following the receipt of respective request or in case of absence such period, within 5 (five) banking days, customer shall be obligated to submit to the bank the information and document requested, including on the customer's financial and economic status, as



- well as information on the entry of the customer (the person accompanying the customer) into the relaxation zone.
- 26.4 The cost of service shall be determined by the PPL. Information on the cost of service may be retrieved from the website.
- 26.5 If the customer holding the Visa Platinum card wishes to obtain the PP card, the bank may change the service fee of his/her account. In addition, the service fee shall be paid to the bank within the established period.
- 26.6 According to the contract with the PPL, also in compliance with the terms of the program, the bank, based on the report submitted by the PPL to the bank, shall pay to the PPL a service fee that shall be reimbursed by the customer in the manner prescribed by this article.
- 26.7 The customer assumes the obligation to fully reimburse to the bank the service fee paid by the bank to the PPL. For this purpose, the customer agrees and with these terms, assigns the bank to cut off from any of his/her accounts at the bank the amount required for the reimbursement of respective sum, without his/her any additional approval.
- 26.8 The customer may request from the bank information on the amount of the service fee paid.
- 26.9 If the the bank has paid to the PPL a service fee and there is no sufficient amount on the account(s) for the reimbursement of respective service fee, the customer shall assume the obligation to make respective payment for the benefit of the bank within 5 (five) days after respective request of the bank.
- 26.10 Unless otherwise determined by the bank and/or the PPL, the PP card shall be issued for a period of 2 years.
- 26.11 If, due to the expiration or on any other grounds, the Visa Infinite card/ Visa Platinum card is cancelled or no longer exist the grounds on which the PP card is issued to the customer, the bank will have the right to cancel the PP card without warning the customer or without the approval of the customer. In addition, despite the expiration or cancellation of the PP card, the customer shall be obliged to fulfill the obligations provided for by paragraphs 26.4-26.7 of this article. Besides, if the bank is incurred any expense for any service envisioned in this article, becomes obliged to pay any amount (including penalty) or suffers any kind of damage (including intangible), the Customer is obliged to pay the corresponding amount of money to the bank and compensate the damage.

## **27. Service “Ti-BOT”**

### **27.1 Description of the Service**

- 27.1.1 Banking service – “Ti-BOT” (hereinafter referred to as “the Service”) shall mean performance of banking operations/transactions by a client in Georgian language, on the basis of the criteria and in accordance with the terms and conditions determined by the Bank, through the Messenger program, in accordance with the client’s instruction sent to the Bank.
- 27.1.2 The Bank shall have the right to unilaterally impose limitations/restrictions on the banking operations performed through the Service with the purpose of risk reduction.
- 27.2 The parties hereby agree that electronic request on performance of banking operation/transaction (as recorded in a chat field of the Messenger) shall have equal legal force as the signed material document. The client shall have the right to request from the Bank issuance of the hard copy document evidencing client’s electronic transactions, which shall have equal legal force as the banking operation/transaction performed in electronic form.
- 27.3 In order to provide services effectively, the instruction on performance of banking operation shall cause automatic display of the client’s information in the protected channel (web view), and the personal data of the client shall be processed by the Bank for this purpose.
- 27.5 Identification of the Client
- 27.5.1 In order to use the Service, the client shall perform registration/authorization by entering the personal identification number, on the basis of which the client receives a text message to the mobile phone number recorded in the Bank, which includes a temporary password for confirmation of the operation by the client.

- 27.5.2 After the very first use of the password described in subparagraph 27.5.1 hereof, the client shall be obliged to change the temporary password. The password may be renewed/restored through SMS service.
- 27.5.6 The client shall be obliged to protect confidentiality of his/her password and prevent its transfer to third parties.
- 27.5.7 The client shall be obliged to ensure safety and confidentiality of the communication in Messenger chat. In case of breach of this requirement, the Bank shall not be responsible for any loss as a result of such breach.
- 27.5.8 In case of disclosure of temporary password the client shall be obliged to immediately inform the Bank in writing, through internet banking service or verbally (through call-center, or notification sent from the mobile phone recorded in the Bank).
- 27.5.9 In the event the password becomes known to a third party due to client's fault, the Bank shall be released from any liability resulting from such disclosure.
- 27.6 Warranties, Representations and Consents of the Client
- 27.6.1 The client declares that he/she will register as the user of the Service only after thorough review of the terms and conditions of the Service, and client's subscription to the Service as a result of sending the personal identification number and following the password generation procedure prescribed in paragraph 27.5.1 (through the software) shall be deemed as his/her consent to the terms and conditions of the Service.
- 27.6.2 With this Agreement, the client expresses consent that any of his/her request (instruction) to receive information on banking, registration / subscription to the Service, or performed transactions will be recorded in the electronic database of the Bank, and in case of dispute such records shall have evidentiary force. Parties hereby agree that such records shall become the property of the Bank and shall be stored by the Bank for the statutory term as determined by the legislation of Georgia.
- 27.7 The Bank warrants the safety and reliability of the banking operations performed by the client. Detailed information and terms and conditions of Ti-BOT are available at: [www.tbcbank.ge](http://www.tbcbank.ge).

## **28. Taking pre-approved credit product through website**

- 28.1. Based on this Agreement, Client/Borrower may obtain information on Credit (Offer) Product (if any), unilaterally approved by the Bank on Client's name, without Client's application (request) through the special webpage [www.tbccredit.ge](http://www.tbccredit.ge) (hereinafter the "webpage"), and optionally accept (confirm) the after the procedures established by the bank are fully passed.
- 28.2. To get credit product, Client shall specify his personal number on the website and log in through the mobile phone number according to the procedures established by the Bank.
- 28.3. Prior to receiving a credit product unilaterally offered by the Bank, the Bank may in its sole discretion, set additional mechanisms (requirements) for identification of the Client. In case of a failure to meet the requirements, the client will not be able to receive (confirm) the offered credit product.
- 28.4. The Parties agree that the Credit Product Agreement confirmed through any remote channel/means of electronic communication have legal effect identical to paper documents signed by Client/borrower. Consequently, confirmation of the electronic form of the Agreement cannot be a prerequisite for the dispute between the parties.
- 28.5. Detailed information on credit products pre-approved by the Bank to be obtained (confirmed) through webpage is available on [www.tbcbank.ge](http://www.tbcbank.ge).

## **29. Cash Accumulation Service "My Moneybox"**

- 29.1 The accumulation service “My Moneybox” is a bank service enabling the client to save money by depositing according to a pre-defined accumulation scheme (later referred to as “accumulation scheme”).
- 29.2 For the activation of the accumulation service “My Moneybox” a customer visits the Bank and/or fills out the application form in any other way acceptable for the Bank (based on the application filed through internet-banking and/or any other electronic communication channels).
- 29.3 The accumulation service “My Moneybox” can be activated only in the Visa Card and the Master Card (debit plastic) accounts.
- 29.4 The activation date, term, accumulation scheme and other details of the accumulation service “My Moneybox” shall be specified in the application.
- 29.5 In the application a customer selects a deposit(s), in which he/she wants to have the accumulation service “My Moneybox” activated. Through the application customer also selects if s/he wants the accumulation service “My Moneybox” to be activated on all new accounts opened by the customer in the future. In case customer is already using any accumulation schemes, those will be automatically activated in each newly opened account. Through the application the client is authorized to change/correct/cancel the accumulation service “My Moneybox” in any time.
- 29.6 There are two types of accumulation schemes: i. one with a fixed unit: a cash accumulation method when after the execution of each transaction the amount of the fixed unit indicated in the application is automatically transferred to the selected deposit account in the currency of the transaction and ii. accumulation scheme of rounding – the cash accumulation method, when after the execution of each transaction the amount of the latter is rounded to the nearest whole multiple in the currency of the transaction, while the difference between the transaction amount and the rounded amount is transferred to the deposit account(s) selected by the customer.
- 29.7 The customer is authorized to activate several accumulation schemes in a single account and/or several accounts. Furthermore, upon the activation of several accumulation schemes, if the balance on the account does not suffice for the execution of all of them, the amount to be accumulated on the deposit account is transferred according to the accumulation scheme with a fixed unit.
- 29.8 The amount to be accumulated after the execution of the transaction shall be fully transferred to the deposit account(s) marked by the customer. If after the execution of the transaction the balance on the account is less than the amount to be accumulated, the latter shall not be partly transferred and/or the transaction shall not be saved (the amount shall not be transferred later).
- 29.9 If the application indicates more than one selected deposit – the amount to be accumulated (the amount to be transferred to the selected deposit account within the accumulation scheme; in particular: the amount of the fixed unit indicated in the application in the transaction currency and/or the difference between the transaction amount and the amount rounded to the nearest whole multiple) will be proportionally distributed among the deposit account(s) selected in the application, and if any of the deposit accounts selected in the application is closed, the amount to be accumulated will be proportionally distributed among the remaining (active) selected deposit account(s). Furthermore, if the selected deposit account currency differs from the transaction currency, the Bank shall be authorized to make a conversion at the commercial rate applicable at the Bank upon the conversion and transfer the converted amount to the selected deposit account. If the customer does not have a sufficient balance on the account in the currency of the transaction, the Bank shall be authorized not to transfer the amount to be accumulated to the selected deposit account.
- 29.10 If the application does not specify the term of the accumulation service “My Moneybox”, the Bank will cancel the accumulation service upon the closing of the accounts in which this service has been activated and/or the selected deposit accounts, in which the accumulation service “My Moneybox” has been activated.

- 29.11 The amount to be accumulated will be transferred to the selected deposit account on the working day following the day of the completion of the transaction and its inclusion in the bank statement.
- 29.12 The Client is authorized to close the My Cashbox service by means of an SMS confirmation code, which shall have the same legal force as a hard-copy document signed by the Client
- 29.13 For the purposes of this provision, the term “Deposit” implies the bank account to which the cash resources are available with or without term limitations (including the child deposit), to which, in line with the rules applicable at the Bank, the amount can be added, while the term “Transaction” - refers to the debit transaction carried out between the seller/service facility and the card holder for buying goods or services by a card, as a means of payment. The term “transaction” does not cover conversion, transfer between customers’ accounts and cash withdrawal from the Bank’s cash-desk except for cash withdrawal from a branch via a POS terminal.

### **30. Remote Banking Service (Digital Wallet)**

#### **30.1 Digital Wallet Service implies:**

- 30.1.1 the following services with the help of TBC Wallet/Apple Pay/Garmin Pay without client’s appearance in the Bank, using program module/application (hereinafter “the software”), downloaded (installed) in his/her mobile phone and/or Garmin watch (hereinafter “Smartwatch”):
- 30.1.1.1 Performance of various banking operations/cash withdrawal in/from ATM/POS Terminal/fast payment terminals (with the contactless transaction support) within the limits set by the Bank (without using plastic card);
- 30.1.1.2 Receipt of information (identified by the Bank) on banking operations, performed through the software.
- 30.1.2 The procedure of activation of Digital Wallet in the mobile phone and/or Smartwatch), necessary requirements for using the software and the rules of using the software are described in details in the information materials, placed on the Bank’s web-page [www.tbcbank.ge](http://www.tbcbank.ge) .
- 30.1.3 The terms of this Agreement apply to Digital Wallet service.

#### **30.2 Identification of clients**

- 30.2.1 Authorization for banking service (software) is performed using the pass-code, specified in the information material, placed on the web-page, mentioned in sub-paragraph 30.1.2 of this Agreement or the fingerprint or the pin code.
- 30.2.2 Use of pass-code/ fingerprint/pin code is mandatory for authorization in the software as well as in number of cases, for confirmations of banking operations performed through the software.
- 30.2.3 Client is obliged to protect the confidentiality of the pass-code/pin code, created by him/her and prevent it from being in disposal of the third person.
- 30.2.4 Handing over his/her mobile phone/Smartwatch to other person, the client is obliged to delete the software, recorded in the memory of the mobile phone/Smartwatch or deactivate his/her account(s) through the same software.
- 30.2.5 In the case of disclosure of the pass-code/pin code or loss of the mobile phone/Smartwatch the client is obliged to inform the Bank immediately about it in call service center by calling: +995 32 227 27 27 or by visit to the Bank’s branch-office.
- 30.2.6 If, by reason of the client, the pass-code/pin code or the mobile phone/Smartwatch became available for the third person, the Bank will be free for any responsibility for the consequences.
- 30.2.7 The Bank is obliged to ensure suspension of the Digital Wallet service on the basis of the client’s oral (by phone) or written notification on disclosure of the pass-code/ pin code or loss of the mobile phone/

Smartwatch till the moment of receipt of new order from the client. In the case of receipt of oral order, client's identification will be performed in accordance with the procedures, requirements and terms determined by the Bank.

### **31. Service - Space**

#### **31.1 Service description**

- 31.1.1 Space Service envisages the following actions/services stipulated by the Bank, without Client's visit to the Bank, by using a program module/application (hereinafter „the software“) recorded (installed) in the client's mobile telephone device and/or the Bank's website [www.space.ge](http://www.space.ge):
- 31.1.1.1 receiving banking information;
  - 31.1.1.2 conducting various banking transactions within the limits set by the bank;
  - 31.1.1.3 declaring the wish to receive various banking (including credit) products (submitting an application to the Bank), and in case of positive decision by the Bank, receiving those (confirmation);
  - 31.1.1.4 adding into or removing from the application / website a plastic payment card issued by JSC TBC Bank or, any other commercial bank registered in Georgia;
  - 31.1.1.5 opening settlement (current) account(s) and/or closing accounts opened through the same channel;
  - 31.1.1.6 registration for using various banking services and declaring a demand (wish) to enter changes and/or cancel registered services;
  - 31.1.1.7 receiving information about various banking (including, credit) products offered by the Bank to the Client and as willing, receiving (confirmation) of offered banking (including, credit) product.
- 31.1.2 the terms and conditions of this Agreement shall be applicable to Space services considering the exceptions set forth under this Article (if applicable).
- 31.1.3 Through Space, a client may carry out various banking transactions and/or actions (including declaring the wish to receive a credit product) (submitting an application to the Bank) and in case of positive decision by the Bank, acceptance (confirmation) pursuant and in full compliance with to the rules, requirements and conditions (procedures and policy) envisaged under this Agreement and/or set forth by the bank as of the time (instance) for conducting transaction/action.
- 31.1.4 For receiving banking (including credit) product demanded by the Client through Space and/or offered by the Bank, the Bank is authorized to, as it deems fit, set forth additional mechanisms (requirements) for client identification, in case of failure to fulfill which, a client will not be able to receive (confirm) banking (including credit) product demanded thereof and/or offered by the Bank.
- 31.1.5 The Space registration procedure, necessary requirements (criteria) for using the service, service fees and the user guide (description of services) are detailed in informational material posted on the website - [www.space.ge](http://www.space.ge).
- 31.1.6 On a matter of fulfillment/non-fulfillment of an order received from a Client, the Bank takes decision pursuant to the present Agreement and Georgia legislation.
- 31.1.7 It will be possible to use the account(s) opened through Space application / website (carrying out banking transactions through it, receiving information about transactions carried out through accounts, receiving information about balance on the account, etc.) only in the Space application / on the website and the possibility to use it through other channels of the Bank (including, Bank's branch and service center) will be limited.

#### **31.2 Client identification**

- 31.2.1 For using the Space banking service (including the software), the Client carries out registration and/or authorization pursuant to the procedure set forth (envisaged) by the Bank in informational material posted on the website referenced in Article 31.1.5 of this Agreement.

- 31.2.2 A client is required to keep the password(s) created thereof during the registration/authorization of the service (including the software) and not to allow that it appears in the possession of/at the disposal of a third party.
- 31.2.3 Prior to handing over of his/her mobile telephone device to another individual, a client is required to delete software recorded in mobile telephone device memory.
- 31.2.4 In case of disclosure of password(s) or losing a mobile telephone, a client shall immediately notify the Bank thereof by calling the telephone service center to the number: +995 32 2711 711.
- 31.2.5 In case, due to the Client's cause, password(s) or mobile telephone becomes accessible to a third party, the Bank is relieved of all responsibility for the results caused thereof.
- 31.2.6 Based on a notice by the Client about disclosure of the password to a third party or losing a telephone, the Bank ensures suspension (blocking) the Space service until a new order is received from the Client.
- 31.3 Client's statements, orders and consents**
- 31.3.1 With this Agreement the Client agrees that his/her any demand (order) about receiving banking information, registration for using service, changes in registration data or transaction, shall be stated in the Bank's electronic database and in case of dispute such record will have the force of evidence (to be used as an evidence). At the same time, any notice/order issued by the Client shall have legal force equal to a hard copy document verified by the Client (executed in written form and signed);
- 31.3.2 In case of utility payments made through Space, a client is required to follow the format of recording the subscriber 's number, otherwise the Bank is authorized to cancel transaction and return the paid amount to the Client's account.

## **32. MASTERCARD AIRPORT EXPERIENCE PROGRAM**

32.1. MASTERCARD AIRPORT EXPERIENCE is an international program (hereinafter the "Program" or the "Service") that grants the clients (physical persons) with the TBC status holding Status Card MC PLatinum debit and credit card (hereinafter referred to as "Card") the right to enter the special lounge key halls/entertainment area ("lounges") in local and international airports.

The program is organized by the Lounge Key Ltd (hereinafter the "LKL") and is implemented by the Mastercard. The TBC Status Client implies the Bank's customer with which the Status Service Contract is signed.

32.2. For the service inactivation in the card and use the program, the cardholder fixes the relevant application in the bank branch and/or through remote channels. The customer understands that the bank is authorized to satisfy the customer's request and/or refuse to use the service at its own discretion.

32.3. Client acknowledges that after joining the program, he/she shall be entitled to enter the lounge key halls only; in addition, the entry fee and the value of various services or the product(s) purchased in the Lounge key halls shall be covered by the cardholder at his/her own expense.

32.4. In order to enter the Lounge key, the client shall present the card and declares that he/she uses the program organized by the LKL. In addition, the cardholder recognizes that the ID card, ticket or other identification document may be required for his/her identification.

32.5. The Bank may set a certain fee for the use of the program independently from the status services fee, which will be displayed on the Bank's website, in the present Agreement or in the special application that the customer fills out for the program. The customer acknowledges that in case of joining the program the tariffs (if any) displayed on the Bank's website or set forth in this Agreement or/and the application shall be automatically applied to him/her. The service fee will be paid in compliance with the conditions provided for in the information on the bank's website, the client's application and/or this Agreement. The customer acknowledges that the program application fee and the applicable tariffs may be changed by the Bank at any time, unilaterally.

32.6. The customer acknowledges that the relevant communication with respect to the program application (including any query, claim, request) shall be performed only to the LKL through the following e-mail address: [operations@loungekey.com](mailto:operations@loungekey.com). The cardholder is prohibited to establish direct communication with the representatives of the Lounge key hall/recreation area.

32.7. The customer states that he/she has got familiarized with the program's rules and conditions that are presented on the website [www.airport.mastercard.com](http://www.airport.mastercard.com) and the mobile app Lounge key. The customer acknowledges that the terms and conditions set out on these websites and the mobile application may be unilaterally changed by the LKL or MasterCard, accordingly, he/she shall periodically reads the information on the websites. If the customer cannot meet the requirements of the program, he/she shall be obliged to immediately notify the Bank, as well as the LKL and the MasterCard at the e-mail address indicated in the paragraph 32.6 of this Agreement and/or on the [www.airport.mastercard.com](http://www.airport.mastercard.com) or to make such notification through other contact means indicated in the mobile application Lounge key.

32.8. The customer is aware that:

32.8.1. Payment for the fee of entering the Lounge key halls/entertainment area is his/her obligation as well as the payment for the various services offered in the same area.

32.8.2. The full information about the program, including the list of participants Lounge key Lounge key areas, location, service terms and other details are presented on the website [www.airport.mastercard.com](http://www.airport.mastercard.com) and the mobile app Lounge key. The customer has the opportunity to receive the information about the program at the Customer's Telephone Service Center, the contact details of which are available on the website [www.airport.mastercard.com](http://www.airport.mastercard.com).

32.8.3. The bank does not and shall not have any obligation towards the customer, other than the inactivation of the service specified in the present paragraph if he/she joins the program. The customer is also aware that except for the cases defined by the legislation, the Bank is not obliged to interfere with any relationship between the customer and the LKL, MasterCard and/or Lounge Key representative. Consequently, the Bank is not responsible for non-compliance / improper compliance with the obligations undertaken by these persons to the customer.

32.9. The client is obliged to submit any requested information and documents in connection with the use of the program specified by this paragraph within the timeframe specified by the bank from the day of the relevant request or, in the absence of such a timeframe – within 5 (five) bank days, including the information on entering the Lounge key recreation area by a customer (his/her accompanying individuals), the claims against the LKL or MasterCard and the consequences thereof.

32.10. The program is valid for the term of the card from the signature of the relevant application by the customer. In addition, the bank will activate the service on the card no later than 7 (seven) working days after signing the application.

32.11. The program may be discontinued at any time by the Bank, unilaterally, which will be notified to the customer within a reasonable period of time. The Agreement may be terminated unilaterally by the Bank, including in the case if the LKL and/or MasterCard terminates the program and/or the Bank cancels the relevant contract with the MasterCard.

32.12. The customer authorizes the bank to process the customer's personal and confidential information to the extent necessary for providing the services envisaged by this paragraph, including the right to deliver to the LKL and MasterCard without any additional consent of the customer the customer's personal and confidential information unlimited for further processing purposes, to any extent (as per each specific case) for the service envisaged by the same paragraph. In addition, the LKL and the MasterCard undertakes to comply with the requirements set forth in the contracts (if any) with the Bank and the MasterCard and the MasterCard and the LKL while processing personal / confidential information.