

**In line with Article 8.5 of the Agreement on Carrying out Banking Operations for Legal Entities (hereinafter referred to as the Agreement) published on [www.tbcbank.ge](http://www.tbcbank.ge), TBC Bank JSC proposes the following changes (amendments) to be made to the Agreement:**

**Article 7.5.4 of the Agreement be revised to read as follows:**

7.5.4. Submit the information (including personal data on the client) necessary for offering and delivering various services/products (including insurance products/service) to the client to the bank's subsidiaries, including to TBC Insurance JSC (identification code: 405042804) or any other affiliate(s), which, in turn, assume the obligation to keep confidentiality of the information provided by the bank.

**Paragraphs 9.1.1.4, 9.1.1.5, 9.1.1.6 be added to Article 9.1.1 of the Agreement to read as follows:**

9.1.1.4 Apply (file an application) for various banking facilities, including credit facilities (a new product as well as any part (tranche) of the existing one).

9.1.1.5 Apply (file an application) for the amendment/ revision of services/facilities already registered and/or for the termination thereof;

9.1.1.6 Receive information about various banking facilities (including credit facilities) offered by the Bank to the Client and accept (confirm) the offered facilities (including credit facilities) at the Client's own discretion.

**Paragraph 9.1.2 be revised to read as follows:**

9.1.2 Internet Banking enables the Client to carry out various bank transactions or/and activities (which include acceptance (confirmation) of a new credit facility or any part (tranche) of the existing credit product) in line with the rules, requirements and provisions stipulated herein as well as those effective at the Bank at the time of performing the transaction/activity.

**Paragraph 9.1.5 be added to the Agreement to read as follows:**

9.1.5 To enable the Client's acceptance (confirmation) of a banking facility, including a credit facility (whether a new one or any part (tranche) of the existing credit facility) offered through internet banking, the Bank is authorised to put in place additional client identification measures/ requirements/tools at its own discretion, non-compliance with which will prevent the Client's acceptance/ confirmation of a new banking facility including a credit facility (whether a new one or a tranche of the existing credit facility).

**Paragraph 9.2.2 be revised to read as follows:**

9.2.2 To ensure the security of the Client's information and transactions, the Bank shall have the right to put in place additional client identification measures/tools, and for some banking transactions, require codes generated by special devices transferred by the Bank to the Client's possession (Digipass token, etc.) and/or other codes. If the mentioned devices and/or codes generated by these devices and/or other codes become available to a third party by reason of the Client, the Bank shall not be held responsible for the ensuing consequence(s).

**Paragraph 9.2.3 be revised to read as follows:**

9.2.3 The Bank and the Client shall keep the identification data confidential. If the identification data become available to a third party by reason of the Client, the Bank shall not be held responsible for the ensuing consequence(s).

**Paragraph 9.2.10 be revised to read as follows:**

9.2.10 The Client acknowledges and confirms that any notification/order submitted to the Bank via internet banking (including a payment instruction), any application/ request (including for the opening/closing of an account and/or early repayment of a credit, the cancellation/ revision of the terms of registered service(s)/facility/ies (which may include a credit facility), the acceptance (confirmation) of a banking facility including a credit facility (whether a new one or any part (tranche) of the existing credit facility), an application/request for client data revision or any other application/request) shall have the same legal force as a hard copy document approved (written and signed) by a person authorised to use the account

**Articles 15.28, 15.29 be revised to read as follows:**

15.28 If the insurance premium payable by the Client (the insured) is overdue, the Client authorizes the Bank (the beneficiary) to ensure on its own the payment of the outstanding insurance premium to the insurer, at its own discretion, though no later than within 90 (ninety) days.

15.29 If the Bank pays the insurer an outstanding insurance premium (on behalf of the Client) in compliance with Paragraph 15.28, the Bank is authorized to claim from the Client (the insured) the full amount of insurance premium paid by the bank to the insurer.

**Article 15 of the Agreement be added Article 15.30 to read as follows:**

15.30 The insurance shall be deemed terminated/suspended (at the Bank's discretion) if the insurance premium payable by the client (the insured) is 90 (ninety) days overdue. Despite the aforementioned, the Bank (the beneficiary) is authorized to update the insurance (unilaterally resume the insurance terms) in case the client's liability before the bank is fully settled. However, the insurance claims for the cases occurring during the overdue period shall not be compensated.