

**TBC Bank JSC proposes the following amendments and additions to the Agreement on Banking Transactions for Individuals (hereinafter referred to as the “Agreement”) published on [www.tbcbank.ge](http://www.tbcbank.ge) in compliance with Paragraph 8.5 thereof**

**Subparagraph 5.1.5 of the Agreement be revised to read as follows:**

5.1.5. If requested by the Bank, immediately supply/present/transfer to the Bank the information related to the client and the banking transactions performed by the latter, a signed original of any and all documents (invoice, agreement, letter and/or etc.) or a properly certified copy thereof (the client shall be held responsible for the authenticity, accuracy and legality of the information/document(s)).

**Subparagraph 7.10.4 of the Agreement be revised to read as follows:**

7.10.4. Supply information (including the Client’s personal data) necessary for the provision of banking/payment services to the Client (including banking/credit offer(s)/ the Client’s confirmation of various banking/credit facilities) via Remote Channels/payment tools (ATMs, payment kiosks, etc.) to third parties (including online payment service provider(s)) who perform personal identity verification in compliance with the law of Georgia to facilitate the provision of the aforementioned services and who undertake to keep the information/data supplied by the Bank confidential.

**Subparagraph 9.1.4 of the Agreement be revised to read as follows:**

9.1.4. The Client shall apply for internet banking by filing a respective application as described in Paragraph 1.2 hereof. To sign up for internet banking, reset his/her password and/or perform other actions related to internet banking, the Client can contact the Bank (or the Bank can contact the Client for the same purpose) via other means of communication (Remote Channel(s)) as specified by the Bank.

**Subparagraph 9.2.9 of the Agreement be revised to read as follows:**

9.2.9. The Client acknowledges and confirms that any notification/instruction (including a payment order), any application/request/confirmation (including those related to opening/closing an account and/or early repayment of a credit, cancellation of a registered service/facility and/or revision thereof, confirmation of the acceptance of a banking (including credit) facility offered by the Bank, editing client data and any other application/request/verification) submitted to the Bank via internet banking, and/or any transaction concluded by and between the Bank and the Client via internet banking shall have the same legal force as a written/printed document signed/certified by a person (the Client) duly authorized to use the account.

**9.5, 9.6 and 9.7 be added to Article 9 to read as follows:**

9.5 The Bank bears no responsibility for any consequence(s) if notifications/transaction details, any piece of information or documents containing the information sent by the Bank to the Client via internet banking are accessed by a third party.

- 9.6 The Bank bears no responsibility for any consequence(s) of accepting notifications/transaction details, any piece of information or documents containing the information sent by a third party to the Bank from the Client's internet banking account, as well as for the consequence(s) of its (the Bank's) subsequent actions or inactivity.
- 9.7 The Client hereby agrees that all his/her requests (instructions) placed via his/her internet banking account for obtaining banking information, registration for services, editing his/her registered data or performing transactions will be stored in the Bank's electronic database and have evidential power (i.e. can be used as evidence) in the event of a dispute. The Parties agree that such records shall be deemed the Bank's property.

**Subparagraph 14.3.2 of the Agreement be revised to read as follows:**

14.3.2. The Client hereby agrees that all his/her requests (instructions) submitted for obtaining banking information, registration for services, editing his/her registered data or performing transactions will be stored in the Bank's electronic database and have evidential power (i.e. can be used as evidence) in the event of a dispute. The Parties agree that such records shall be deemed the Bank's property.

**14.3.4, 14.3.5 and 14.3.6 be added to Article 14 to read as follows:**

- 14.3.4. The Client acknowledges and confirms that any notification/instruction (including a payment order), any application/request/confirmation (including those related to opening/closing an account and/or early repayment of a credit, cancellation of a registered service/facility and/or revision thereof, confirmation of the acceptance of a banking (including credit) facility offered by the Bank, editing client data and any other application/request/verification) submitted to the Bank via mobile banking, and/or any transaction concluded by and between the Bank and the Client via mobile banking shall have the same legal force as a written/printed document signed/certified by a person (the Client) duly authorized to use the account.
- 14.3.5. The Bank bears no responsibility for any consequence(s) if notifications/transaction details, any piece of information or documents containing the information sent by the Bank to the Client via mobile banking are accessed by a third party.
- 14.3.6. The Bank bears no responsibility for any consequence(s) of accepting notifications/transaction details, any piece of information or documents containing the information sent by a third party to the Bank from the Client's mobile banking account, as well as for the consequence(s) of its (the Bank's) subsequent actions or inactivity.