

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

**Paragraph 7.8 be added to Article 7 to read as follows:**

- 7.8. Supply information (including the Client’s/its duly authorized representative’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 9.1.3 of the Agreement be revised to read as follows:**

- 9.1.3. 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 the 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 9.2.10 of the Agreement be revised to read as follows:**

- 9.2.10. 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 facility, including a credit product (the existing as well as the new one or any part/tranche thereof) offered by the Bank and/or those related to editing client data and any other application/request/confirmation) 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 duly authorized to use the account.

**Paragraphs 9.6, 9.7 and 9.8 be added to Article 9 to read as follows:**

- 9.6. 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.
- 9.7. 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.
- 9.8. The Client hereby agrees that all of the Client’s requests (instructions) placed via his/her/its internet banking account for obtaining banking information, registration for services, editing his/her/its 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 12.2.9.2 of the Agreement be revised to read as follows:**

12.2.9.2. The Cardholder can perform the following actions on his/her own: accept the payment card prepared for him/her, have the payment card blocked and unblocked (only if blocked due to incorrect PIN), retrieve/accept the payment card if it has been retained by an ATM (only if retained due to lack of attention on the part of the Cardholder or due to ATM malfunction), reset the PIN code (the Client must submit a relevant application to the Bank) and apply for resetting currency priority.

**Paragraphs 15.2.1, 15.2.2 and 15.2.3 be added to Article 15 to read as follows:**

- 15.2.1. This Agreement, as well as individual credit facility agreements, authorizes but does not oblige the Bank to disburse a credit (in full or any part thereof) or provide the Client with a credit service.
- 15.2.2. Before the disbursement of credit facility/ies (including individual tranches), the Client must satisfy respective condition(s) precedent / requirement(s) (if any).
- 15.2.3. Considering events mentioned in Subparagraphs 15.2.1 and 15.2.2 of the Agreement, the Bank, at its own discretion, may not disburse credit product(s) / suspend any tranche thereof without explaining the reason to the Client (even if the Parties have concluded a particular credit facility agreement).

**Article 21 (Mobile Banking) to be added to the Agreement to read as follows:**

**21. Mobile Banking**

21.1. **Description of services**

- 21.1.1. Mobile banking envisages the provision of services mentioned below via an application (hereinafter the „Application“) installed on his/her mobile phone or via a mobile version of internet banking accessed from the web browser on his/her mobile phone, without visiting the bank physically. Via mobile banking, the Client will be able to:
  - 21.1.1.1. Receive banking information;
  - 21.1.1.2. Register for various banking services and edit the registered data;
  - 21.1.1.3. Perform various banking transactions within set limits;
  - 21.1.1.4. Receive information about various banking (including credit) facilities offered by the Bank to the Client and if the Client wishes so, accept/confirm the acceptance of the offered banking (including credit) facility.
- 21.1.2. To use mobile banking, the Client shall download and activate on his/her mobile phone a special application (hereinafter the „Application“) from the website (or from another application) indicated in the Bank's information materials or log in to the mobile version of internet banking from the web browser on his/her mobile phone.
- 21.1.3. Mobile banking services are subject to provisions of this Agreement, with exceptions mentioned herein.
- 21.1.4. Terms and conditions set forth in Article 21 hereof apply to all of the Client's bank accounts, without exception.
- 21.1.5. The Client can perform various transactions and/or actions via mobile banking, including acceptance (confirmation of the acceptance) of a credit facility subject to the terms and conditions effective at the Bank at the time of performing the transactions/actions.
- 21.1.6. To authorize the Client's acceptance of a banking (including credit) facility offered by the Bank to the Client, the Bank can put in place additional client identity verification tools (requirements), without which the Client will not be able to accept (confirm the acceptance of) the banking (including credit) facility offered by the Bank.

21.2. **Client Identification**

- 21.2.1. The Client shall register for mobile banking by using his/her internet banking username and password.
- 21.2.2. Upon the first use of his/her internet banking password for accessing the mobile banking application, he/she shall create a new mobile banking password (hereinafter the „Password“).
- 21.2.3. The Client shall keep confidential the password she/she has created and shall not disclose it to a third party.
- 21.2.4. Before giving his/her mobile phone to a third party, the Client shall first delete the Application downloaded into it.
- 21.2.5. If the password has been disclosed to/accessed by a third party or the mobile phone has been lost, the Client shall forthwith report the disclosure/loss to the Bank.
- 21.2.6. If the Client's password has been disclosed to/accessed by a third party due to lack of prudence on the part of the Client, the Bank shall bear no responsibility for any consequences thereof.
- 21.2.7. The Bank shall suspend mobile banking services for the Client if the Client reports the disclosure of his/her username and password or the loss of his/her mobile phone either orally (via telephone) or in writing or via internet banking, until the Bank receives a new notification from the Client. If the Client chooses to notify the Bank orally (via telephone), client identity verification is conducted by means of interview questions prepared by the Bank in advance (personal questions as well as those relating to the Client's facilities/transactions).
- 21.2.8. To open a new bank account via mobile banking, the Client shall use his/her internet banking username and password. In this case, the Bank and the Client do not need to conclude a new agreement as the terms and conditions hereof will apply to the new bank account.

21.3. **The Client's statements, instructions and consents**

- 21.3.1. The Client declares in advance that he/she/it will register for respective online services only after having read carefully the terms and conditions thereof and that his/her/its willingness to sign up/register for a service via the Application by using his/her/its (the Client's) internet banking user name and password shall be deemed his/her/its (the Client's) acceptance of the terms and conditions of the service for which the Client has signed up/registered.
- 21.3.2. The Client hereby agrees that all of the Client's requests (instructions) submitted for obtaining banking information, registration for services, editing his/her/its 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.
- 21.3.3. 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 facility, including a credit product (the existing as well as the new one or any part/tranche thereof) offered by the Bank and/or those related to editing client data and any other application/request/confirmation) 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 duly authorized to use the account.
- 21.3.4. 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.
- 21.3.5. 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.