

TBC Bank JSC proposes the following amendments (additions) to the Agreement on Banking Transactions for Legal Entities (hereinafter the “Agreement”) published on www.tbcbank.ge in compliance with Paragraph 8.5 thereof:

Paragraph 7.9 be added to Article 7 to read as follows:

7.9 The Client confirms that he/she/it is closely familiar with the Confidentiality Policy published on the Bank website <http://www.tbcbank.ge/web/en/web/guest/privacy-policy-en> that regulates issues related to personal data/confidentiality.

Subparagraphs 9.1.1.4 - 9.1.1.6 be revised to read as follows:

- 9.1.1.4. Apply for various banking facilities (including credit facilities, whether a new one or any part/tranche of the existing credit facility)/ apply for banking deal(s) (including those related to credit facilities) (submit an application to the Bank).
- 9.1.1.5. Apply for the revision and/or cancellation of registered services/facilities (including credit facilities) / amendment of banking deal(s) (including those related to credit facilities) and/or termination of banking deal(s) (including those related to credit facilities);
- 9.1.1.6. Receive information about various banking facilities (including credit facilities) offered by the Bank and if the Client wishes so, accept/confirm the acceptance of the offered banking facility (including a credit facility) / conclude banking deal(s) (including those related to credit facilities).

Subparagraph 9.1.2 be revised to read as follows:

- 9.1.2. The Client can use internet banking to perform various banking transactions and/or activities (including, acceptance/confirmation of the acceptance of a new credit facility and/or any part/tranche of the existing one) as well as conclude banking deal(s) (including those related to credit facilities) in line with rules, requirements, terms and conditions set forth in this Agreement as well as those effective at the Bank at the time of performing the transaction/activity).

Subparagraph 9.1.5 be revised to read as follows:

- 9.1.5. To enable the Client to accept (confirm the acceptance of) a banking facility (including a credit facility, whether a new one or any part/tranche of the existing credit facility) / conclude banking deal(s) (including those related to a credit facility) via internet banking, the Bank has the right to introduce at its own discretion tools/measures (requirements/rules), including those aimed at client identification and unless these measures/requirements/rules are complied with, the Client will not be able to accept (confirm the acceptance of) the offered banking facility (including a credit facility, whether a new one or any part/tranche of the existing credit facility) / conclude banking deal(s) (including those related to credit facilities).

Subparagraph 9.2.10 be revised to read as follows:

- 9.2.10. The Client acknowledges and confirms that any notification/instruction (including a payment order), any statement/ requirement/ confirmation (including those related to opening/closing an account and/or prepayment of a credit, cancellation and/or revision of a registered service/facility (including a credit facility), acceptance (confirmation of the acceptance) of a banking facility offered by the Bank (including a credit facility, whether a new one or any part/tranche of the existing credit facility), revision of client data and any other statement/ request/ confirmation) submitted by the Client to the

Bank via internet banking, or any deal (including those related to credit facilities) concluded by and between the Bank and the Client via internet banking has the same legal force as a printed copy of a document composed in writing that bears the signature of (is certified by) a person duly authorized to use the account.

Subparagraph 9.2.12 be added to Article 9 to read as follows:

9.2.12. If the Bank requires, the Client shall submit to the Bank a signed physical copy of a deal/transaction concluded/ confirmed through internet banking (including a deal related to credit facilities) in a form/in a way acceptable to the Bank.

Subparagraph 9.8 be revised to read as follows

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 (including contact details) or performing transactions, as well as any deal concluded via internet banking and/or any communication/ activities performed for this purpose 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.

Subparagraphs 21.1.1.4; 21.1.5 - 21.1.6; 21.3.2.; 21.3.3 of Article 21 be revised to read as follows:

21.1.1.4. Receive information about various banking facilities (including credit facilities) offered by the Bank to the Client and if the Client wishes so, accept/confirm the acceptance of the offered banking facility (including a credit facility) / conclude a banking deal (including those related to a credit facility).

21.1.5 The Client can use mobile banking to perform various banking transactions and/or actions, including acceptance (confirmation of the acceptance) of a credit facility and/or conclude banking deal(s) (including those related to a credit facility) in line with rules, requirements, terms and conditions set forth in this Agreement as well as those effective at the Bank at the time of performing the transaction/activity.

21.1.6 To enable the Client to accept (confirm the acceptance of) a banking facility / conclude banking deal(s) (including those related to a credit facility) via mobile banking, the Bank has the right to introduce at its own discretion tools/measures (requirements/rules) and unless these measures/requirements/rules are complied with, the Client will not be able to accept (confirm the acceptance of) the offered banking facility / conclude banking deal(s) (including those related to credit facilities).

21.3.2 The Client hereby agrees that all of the Client's requests (instructions) submitted via mobile banking for obtaining banking information, registration for services, editing his/her/its registered data (including contact details) or performing transactions as well as any deal concluded via mobile banking and/or any communication/ activities performed for this purpose 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 statement/ requirement/ confirmation (including those related to opening/closing an account and/or prepayment of a credit, cancellation and/or revision of a registered service/facility, acceptance (confirmation of acceptance) of a banking facility offered by the Bank (including a credit facility), revision of client data and any other statement/ request/ confirmation) submitted by the Client to the Bank via mobile banking, or any deal(s) (including those related to credit facilities) concluded by and between the Bank and the Client via mobile banking has the same legal force as a printed copy of a document composed in writing that bears the signature of (is certified by) a person duly authorized to use the account.

Subparagraph 21.3.6 be added to Article 21 to read as follows:

21.3.6. If the Bank requires, the Client shall submit to the Bank a signed physical copy of a deal/transaction concluded/ confirmed via mobile banking (including those related to credit facilities) in a form/in a way acceptable to the Bank.