

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:

Sub-Paragraph 8.3.5 be added to Paragraph 8.3 to read as follows:

8.3.5 Block the Client’s bank account(s) - restrict active transactions on/from the account(s) (cash payment/withdrawal, transfer to/from the account(s), conversion, etc.) if bank transactions have not been carried out on/from the account(s) for 2 (two) years (for the purpose of this Agreement, debiting/transfer of the Bank’s service fee does not qualify as a transaction). Furthermore, if the bank account(s) is/are blocked for reasons mentioned herein, the Client will not be entitled to banking facility/ies/service(s) (registration, use of the facility/ies/service(s), etc.) until it fully performs actions prescribed by the Bank.

Sub-Paragraph 14.5.5 of Paragraph 14.5 be revised to read as follows:

14.5.5 The Bank may unilaterally revise the interest accrual method applied to the call deposit and/or the amount of interest, of which the Bank shall notify the deposit holder via SMS 2 (two) months before the change takes effect.

Paragraph 15.12 be revised to read as follows:

15.12 To apply for early repayment and/or early termination of a bank credit (loan), credit line, overdraft, credit limit and any credit facility (hereinafter referred to as the “Credit” for the purposes of Paragraphs 15.12-15.17) under any agreement with the Client/the Borrower (including full or partial prepayment and/or refinancing of the credit), the Client/the Borrower shall submit to the Bank a respective application in writing (whether as a hardcopy or electronically). The Bank will satisfy the Client’s/the Borrower’s application on the day it is received (provided there are sufficient funds in the Client’s/the Borrower’s account(s)), or on the following banking day if the Client’s/the Borrower’s application was filed during non-banking hours. Despite the aforementioned, the Bank may satisfy the Client’s/the Borrower’s application within 5 (five) calendar days of receipt due to various (including, technical) reasons and/or for the need to establish some facts. From the date of receipt of the Client’s/the Borrower’s application, including in the absence of sufficient funds in the Client’s/the Borrower’s account(s), until full or partial prepayment of the loan, the credit will not accrue interest. Furthermore, in cases stipulated by the law, when prepaying fully or partially on a credit (in excess of 2 000 000 GEL or its equivalent in foreign currency) the Client/the Borrower may submit a respective application to the Bank 14 (fourteen) calendar days prior to the planned date of prepayment, in which case the Bank has the right to continue interest accrual on the credit until the credit is fully or partially prepaid.

Paragraph 15.23 be revised to read as follows:

15.23 TBC Bank JSC (address: 7 Marjanishvili street, Tbilisi) will collect/process all credit/non-credit and other relevant information about the Client that involves data supply and retrieval to/from CIB in compliance with procedures and terms envisaged by the Georgian legislation. Data described herein are processed for assessing the Client’s creditworthiness and will be accessible to creditor(s) and data receiver(s)/provider(s) connected to CIB, in compliance with rules envisaged by the Georgian legislation. At the request of the Client, the Data Processor is obliged to correct, update, complete, block, delete or destroy the data if they are incomplete, inaccurate, outdated, or were collected and processed unlawfully.

Article 22 be added to the Agreement to read as follows:

22. Service - Space

22.1 Service description

- 22.1.1 Space offers the Client a number of remote banking services that can be carried out by means of an application (hereinafter “the Application”) installed on the Client’s mobile telephone device and/or via the Bank’s website www.space.ge (hereinafter referred to as the “Website”). The Client will be able to do the following Via Space/the Website:
- 22.1.1.1 Receive banking information;
- 22.1.1.2 Carry out various banking transactions within limits set by the Bank;
- 22.1.1.3 Open transaction (current) account(s) and/or close the account(s) that have been opened via the Application/the Website;
- 22.1.1.4 Apply for various banking (including credit) facilities/deals (submit a respective application to the Bank);
- 22.1.1.5 Receive information about various banking (including credit) facilities and if the Client wish so, accept the credit facility offer/make a banking deal(s) (including those related to a credit facility);
- 22.1.1.6 Request changes in a registered service/facility (including a credit facility) and/or cancellation thereof.
- 22.1.2 Space services are subject to the terms and conditions of this Agreement, with exceptions (if any) provided for in this Article.
- 22.1.3 Space enables the Client to perform banking transactions and/or other actions (e.g. accept (confirm) a credit facility, make a banking deal(s) (including those related to a credit facility) in compliance with the Bank’s rules, requirements, terms and conditions stipulated in this Agreement and effective in the Bank at the time of performing the transaction/action.
- 22.1.4 Before the Client is allowed to accept (confirm) a banking (including credit) facility/ make deal(s) (including those related to a credit facility), the Bank may set at its own discretion a number of requirements/rules, including for the purpose of customer identification and unless the Client complies therewith, it will not be able to accept (confirm) a banking (including credit) facility / make banking deal(s) (including those related to a credit facility);
- 22.1.5 The Space registration procedure, terms of service (criteria), service tariffs and instructions for use are provided on the website www.space.ge.
- 22.1.6 The Bank is guided by this Agreement and the Law of Georgia in its decisions regarding approval or rejection of the Client’s request/application.
- 22.1.7 Account(s) opened via the Application/ the Website can be used via this Application/the Website only (e.g. for performing banking transactions, viewing transaction history, receiving balance updates, etc.). There are limitations on using account(s) opened via Space through other channels of the Bank, including in the Bank’s branches and service centres).

22.2 Customer Identification

- 22.2.1 The Client shall register for Space services (including for the Application)/carry out authorisation in compliance with the Bank’s procedures published on the website indicated in Paragraph 22.1.5 hereof.
- 22.2.2 The Client is obliged to keep confidential its registration/authorisation password(s) and prevent third party access thereto.
- 22.2.3 Before transferring its telephone device to a third party, the Client shall delete/uninstall the Application from the memory of the device.
- 22.2.4 If the Client discloses the Space password(s) or loses its telephone device, it shall immediately report to the Bank’s Call Centre at +995 32 2711 711;
- 22.2.5 If the password(s) or the phone device become(s) accessible to a third party for reasons related to the Client, The Bank shall not be held responsible for the consequences in any way whatsoever;

22.2.6 If the Client reports password disclosure (third party access to the password) or loss of its telephone device, the Bank will ensure that Space services are suspended (blocked) until a new instruction is received from the Client.

22.2.7 The Client acknowledges and confirms that any notification/instruction (including a payment order), application/request/consent (including for opening/closing an account and/or prepaying a loan, cancelling and/or making changes in a registered service/ facility, accepting a banking (including credit) facility offered by the Bank and any other application/request/consent of the Client, any banking deal made between the Bank and the Client/confirmed by the Client via Space/the Website (including a deal related to a credit facility) shall have the same legal effect as a paper document signed by an authorized user of the account (the Client).

22.3 The Client's Statements, Requests and Consent

22.3.1 The Client hereby agrees that all its requests (instructions) submitted via the Space application/ the Website for obtaining banking information, registering for services, editing its registered data (including contact information) or performing a transaction, like any deal made via Space/ the Website and/or any communication aimed at making a deal will be stored in the Bank's database and can be used as evidence. The Parties agree that this information/records shall be deemed the Bank's property.