

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

Paragraphs 7.10.3 be revised to read as follows:

„7.10.3. Supply information (including the Client’s personal data) necessary for offering and rendering various services/facilities (including insurance, appraisal, measurement facilities/services) to the Client to International Insurance Company IRAO JSC (ID 205023856), Insurance Group PGI Holding JSC (ID 204426674) and/or the member companies of TBC Bank Group PLC (#10029943), including TBC Insurance JSC (ID 405042804), All property G LLC (ID 404449272), RedMed LLC (ID 405341465) and/or TBC Capital LLC (ID 204929961). The latter, on their part, undertake to keep the information provided by the Bank confidential.

Paragraph 18.34 be added to Article 18 to read as follows:

„18.34. The Client acknowledges and confirms that in order to satisfy any liability towards the Bank under a respective credit card agreement, the Client shall deposit funds into the credit limit account, which shall not prevent the Bank from drawing funds from any of the Client’s accounts without the Client’s further consent (by direct debit) to settle any liability towards the Bank.”

Paragraphs 24.1.1 be revised to read as follows:

“24.1.1. Remote Banking Service- Mail Banking – means the performance of the banking transactions in line with the instruction sent/submitted to the Bank via electronic mail/expressing one’s wish (filing an application to the Bank) for receiving different banking (including credit) facilities and receiving (confirming) a relevant service/facility based on the positive decision taken by the Bank, as well as receiving/confirming the banking (including credit) facilities offered by the Bank, provided the Client fully observes the criteria, requirements, rules and preconditions set by the Bank.

Paragraph 24.1.3 be revised to read as follows:

“24.1.3. The Bank shall not be held responsible for the consequence(s) of a third party’s receipt of the notification or the documents containing any other information sent by the Bank via electronic mail supplied to the Bank by the Client.

Paragraphs 24.1.4 be revised to read as follows:

“24.1.4. The Bank shall not be held responsible for the consequence(s) of the Bank’s receipt of the notification or the documents containing any other information sent by a third party from the electronic mail supplied to the Bank by the Client and for the consequence(s) of the Bank’s taking/refraining from taking subsequent measures.

Paragraphs 24.1.5 be revised to read as follows:

“24.1.5. Any notification/confirmation/instruction/request/application sent to the Bank via electronic mail (hereinafter referred to as the “Remote Channels”), supplied to the Bank by the Client, confirmation/signing of a deal (including, a credit facility-related deal) and/or the transfer of a signed deal via Remote Channels shall have the same legal force as a (written) printed document signed by the Client.

Paragraph 24.1.7, 24.1.8 and 24.1.9 be added to Article 24 to read as follows:

„24.1.7 The Client agrees that any of his/her requests (instructions) sent via Remote Channels for receiving banking information, registering for a service, editing his/her registered data (including, contact details) or performing a transaction, as well as any deal signed via Remote Channels and any type of communication/action carried out for the purposes of signing a deal, will be saved to the Bank’s electronic database and in case of a dispute, will have evidential value (will be used as evidence). As agreed between the Parties, such logs/information are deemed the Bank’s property.

24.1.8 Via Remote Channels a client can perform different banking transactions and/or actions (including, to receive(confirm) a credit facility, sign banking (including credit facility-related) deal(s)) in line with the rules, requirements and terms set by the Bank as of the time hereunder and the time of the transaction/action.

24.1.9 For receiving (confirming) the banking (including the credit) facility/signing the banking (including the credit facility-related) deal(s), the Bank is authorized to set a number of requirements/rules at its own discretion, including for the purpose of client identification, and in the case of non-fulfillment of the latter, the client will not be able to receive (confirm) the banking (including, the credit) facility/sign the banking (including, the credit facility-related) deal(s).