TBC Bank JSC proposes the following amendments (additions) to the Agreement on Banking Transactions for Individuals (hereinafter the "Agreement") published on <a href="https://www.tbcbank.ge">www.tbcbank.ge</a> in compliance with Paragraph 8.5 thereof:

#### Paragraph 1.6 be added to Article 1 of the Agreement to read as follows:

1.6 Useful information for customers is available on the National Bank of Georgia's website <a href="www.nbg.gov.ge/cp">www.nbg.gov.ge/cp</a> and via hotline – 032 2 406 406

# Paragraph 2.4 of Article 2 be revised to read as follows:

2.4 The Bank ensures that deposits and/or transfers to the Client's accounts, the Client's transfer(s) to a different account or the Client's cash payment(s) to the recipient's accounts are cleared and settled no later than the next/subsequent banking day.

## Paragraph 6.2 of Article 6 be revised to read as follows:

6.2 The Bank is responsible to the Client for administering banking transactions accurately and in a timely manner. If the Bank breaches transaction deadlines, it will incur a penalty equal to 0.5% of the transaction value per each banking day overdue, or as envisaged by law.

The provision under Subparagraph 9.2.8 of Article 9 be cancelled:

The provision under Subparagraph 9.2.9 of Article 9 be renumbered 9.2.8 without revision:

The provision under Subparagraph 9.2.10 of Article 9 be renumbered 9.2.9 without revision;

The provision under Subparagraph 9.2.10.1 of Article 9 be renumbered 9.2.9.1 without revision;

The provision under Subparagraph 9.2.10.2 of Article 9 be renumbered 9.2.9.2 without revision;

The provision under Subparagraph 9.2.11 of Article 9 be renumbered 9.2.10 without revision;

# Subparagraph 11.2.1 of Article 11 be revised to read as follows:

11.2.1 The Bank will use pre-defined questions/procedures for Customer identification purposes or, for the efficient provision of services and for the purposes indicated in paragraph 11.3.7, voice authentication will be applied, provided the Customer consents thereto. Customer identification is to be performed before providing the telephone service as well as before any other banking services / customer registration for various Bank products (electronic services). Without the identification procedure, Customer will not be able to receive the telephone service described in sub-paragraph 11.1.1 of the present Agreement (except for the case considered under sub-paragraph 11.3.3 hereof). During each telephone conversation with the Bank (each time the Customer

receives telephone services), the Customer will undergo identification procedure/give correct answers to questions pre-defined by the Bank or undergo voice authentication.

#### Paragraph 11.2.3 of Article 11 be revised to read as follows:

11.2.3 If the Bank's respective representative suspects that the inquiry or transaction is being attempted by a third party (a party other than the Customer), the Bank has the right to refuse to follow the telephone instruction/refuse to provide the service.

#### Subparagraph 12.2.2.1 be added to Subparagraph 12.2.2 of Article 12 to read as follows:

12.2.2.1 When the limit is overdrawn ("overdraft" – the Customer's/Cardholder's use of funds in excess of the limit agreed between the Bank and the Customer/Cardholder), including when the automatic overdraft stipulated herein and/or an unauthorized overdraft occurs, the Bank will notify the Customer/Cardholder thereof via an SMS text. The Bank will not be responsible for the Customer's/Cardholder's failure to receive information sent/to be sent by the Bank to the Customer/Cardholder or for any consequence(s) of third party access to the information if information delivery is prevented by the fault of the Customer/Cardholder and/or the Customer/Cardholder has changed his/her contact information/data (mobile number, address, email, etc.) and has not reported it to the Bank.

#### Paragraph 12.5.1.3 of Article 12 be revised to read as follows:

12.5.1.3 If a card transaction is not accepted, apply to the Bank in writing: 1. within 40 (fourty) calendar days of the execution of an unauthorized transaction; 2. within 180 (one hundred and eighty) days of performing the incorrectly executed transaction. If the Customer fails to observe the time limit(s) set for the complaint, the refund of the disputed transaction will depend on the Bank's goodwill, irrespect of the grounds of the complaint. The Customer shall pay the chargeback investigation fee set by VISA and Mastercard for the additional service. The Bank will discuss the Customer's chargeback (disputed transaction) and take a decision within 20 (twenty) days of filing the chargeback. If the chargeback/dispute cannot be handled/a relevant dicision cannot be taken within the aforementioned period for reasons unrelated to the Bank, the Bank will inform the Customer regarding the cause of the dalay and the extension of the handling and decision-making period, which should not exceed 55 (fifty five) business days from the date on which the chargeback/dispute was filed. The Customer's complaint will be handled according to the following procedure: twice a week, the Bank makes a list of customers 1) who have filed a card transaction complaint/chargeback/have disputed a problem transaction; 25-28 calendar days have passed since the Bank accepted their application and no refund followed within the card security limit; 2) whose applications have been sent to international payment networks but the investigation has not been completed.

## Paragraph 12.5.3.1 of Article 12 be revised to read as follows:

12.5.3.1 Ensure that the merchant/service provider (including a casino, betting shop, etc.) processes payments above the minimum balance (if any) within 30 (thirty) days of the execution of the card transaction, and ensure that the respective amount is cleared/settled to the card account no later than the following banking day after the completion of the processing of the card transaction.

# Paragraph 13.2.1.3 of Article 13 be revised to read as follows:

13.2.1.3 Forthwith report the loss of the telephone device and/or SIM card and/or the changed and/or lost phone number to the Bank at +99532 2272727, in writing or via internet banking.

#### Paragraph 13.2.3.1 of Article 13 be revised to read as follows:

13.2.3.1 Based on the Client's report on the loss of his/her telephone device and/or SIM card made orally (by phone), in writing or via internet banking, ensure that the SMS service is suspended until the Client applies for the resumption of the service. If the Client reports orally (by phone), he/she must undergo the customer identification procedure as set forth in 11.2 of the Agreement.

#### Paragraph 15.4 of Article 15 be revised to read as follows:

15.4 Special Provisions on Term ("Term", "Term +", "My Goal", "Child") Deposit

## Subparagraph 15.4.9 of Article 15 be revised to read as follows:

15.4.9 The interest rate on the Child Deposit is fixed for one year from the opening of the deposit. After the one-year period expires, the interest rate will change as per Child Deposit rates effective at the Bank at the moment (upon the expiration of the one-year period). After one year from the opening of the deposit, additional payments (tranches) will accrue interest as per Child Deposit interest rates effective at the Bank as of the date on which the one-year period expires.

## Subparagraph 18.6.1 of Article 18 be revised to read as follows:

18.6.1 Before the day of month indicated in the Cardholder's application for the respective credit facility - in the case of a credit card limit and overdraft.

#### Subparagraph 18.9 of Article 18 be revised to read as follows:

18.9 The Customer may have a maximum 55 (fifty-five) day grace period. During the grace period, the Client is not required to settle the outstanding credit amount (the credit amount used) for 25 (twenty-five) days from the subsequent Billing Date. Therefore, the amount does not accrue interest. The Client is also entitled to an interest free period. In this case, he/she shall pay off the outstanding credit amount (the credit amount used) as of the Billing Date in full or in parts until the Final Due Date indicated in the Additional Agreement. If the Client fails to use the Interest Free Period option, in the subsequent Billing Period the Interest Free Period option will only apply to the part of the outstanding credit amount used after the previous Billing Period. More details regarding the use of the Interest Free Period are provided in the respective Additional Agreement. See examples on the Grace Period and the Interest Free Period at: bit.ly/ertguli-examples.

The provision under Paragraph 18.10 of Article 18 be cancelled; Paragraph 18.11 of Article 18 be renumbered 18.10 without revision;

#### The provision under Paragraphs 18.12; 18.13; 18.4 of Article 18 be cancelled;

#### Paragraph 18.15 of Article 18 be renumbered 18.11 and revised to read as follows:

18.11 Guidelines and terms specific to the use of Ertguli credit card(s) are also provided in information materials distributed by the Bank and published on the Bank's website indicated in this Agreement.

The provision under Paragraphs 18.16; 18.17; 18.19; 18.20; 18.21; 18.22; 18.23; 18.24; 18.25 of Article 18 be cancelled;

## Paragraph 18.26 of Article 18 be renumbered 18.12 and revised to read as follows:

18.12 Expiration of the "Ertguli" credit card and/ or the term of the credit limit does not exempt the Customer from his/her obligations under the present Agreement and the respective credit card agreement, including from payments under the respective Additional Agreement and from other outstanding credit liabilities.

# Paragraph 18.27 of Article 18 be renumbered 18.13 without revision;

The provision under Paragraph 18.28 of Article 18 be cancelled:

Paragraph 18.29 of Article 18 be renumbered 18.14 without revision;

Paragraph 18.30 of Article 18 be renumbered 18.15 without revision;

Paragraph 18.31 of Article 18 be renumbered 18.16 without revision;

Paragraph 18.32 of Article 18 be renumbered 18.17 and revised to read as follows:

18.17 The Parties agree that the credit limit used by the Client will be repaid from amounts transferred to the Bank and/or available in the Client's account(s) in the following order of priority: penalties/fines, accrued interest, fee(s), cash transactions/withdrawals (including ATM withdrawals and transactions performed via internet banking, mobile banking or in a branch), non-cash transactions (including those performed via POS terminals and e-commerce) and finally, transfers for refinancing a credit liability towards a different financial institution (a transfer carried out on the Client's instruction when he/she visits a branch/service centre).

Paragraph 18.33 of Article 18 be renumbered 18.18 without revision;

Paragraph 18.34 of Article 18 be renumbered 18.19 without revision;

Paragraph 18.35 of Article 18 be renumbered 18.20 without revision.