

**TBC Bank JSC proposes the following amendments (additions) to the Agreement on Banking Transactions for Legal Persons (hereinafter the “Agreement”) published on [www.tbcbank.ge](http://www.tbcbank.ge) 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 [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) 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 4.3 be added to Article 1 of the Agreement to read as follows:**

4.3 The Bank has the right to offer the Client a banking plan, which is a package of several banking services and concessional tariffs/rates in exchange for a fixed fee. The Client is to fill out a relevant application to register for the plan. A completed banking plan application shall be deemed the Client’s consent to use services included in the plan and the submission of the Application mentioned in 1.2 herein for each service separately will not be necessary. If the banking plan is cancelled on any grounds whatsoever, all of the benefits and concessional terms envisaged in the plan will also be cancelled (including additional interest accrued on a deposit under the plan). If the Client cancels the plan (unsubscribes to it) or applies for the cancellation, it will have to forthwith settle all of its outstanding payments/fees (if any) and in this case, the Bank may, at its own discretion, charge its standard tariffs on/for the Client’s products/accounts and/or cancel all concessional terms / additional benefits under the plan and/or close the Client’s account(s).

**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.

**Subparagraph 7.5.4 of Article 7 be revised to read as follows:**

7.5.4 Supply information (including the Client’s personal data) necessary for offering and providing various products and services to the Client (including those related to insurance, valuation and measurement) to International Insurance Company IRAO JSC (ID 205023856), Insurance Group PGI Holding JSC (ID 204426674) and/or the members of TBC Bank Group PLC (#10029943), including TBC Insurance JSC (ID 405042804), TBC Net LLC (ID 402116474), Marjanishvili 7 LLC (ID 402168998), 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;

**Subparagraph 8.3.3 of Article 8 be revised to read as follows:**

8.3.3 Close the Client’s account if the Client breaches its obligation under the Agreement and/or if there has been zero cash balance in the account and/or no transactions have been carried out by means

of the account for 6 (six) consecutive months. (For the purpose of this Agreement, the charging/transfer of the service fee by the Bank does not qualify as a transaction.) The Client's account with the Bank will also be closed in other cases envisaged by law. If the account is closed, the amount available in the respective account will be returned to the Client, in which case the provision under 8.2.1 (the Bank's right) will be enforced.

**Paragraph 8.16 of Article 8 be revised to read as follows:**

8.16 The Parties agree that any disputes arising out of or in relation to this Agreement shall be taken to the court for examination and final resolution if the total value of the subject matter in dispute is less than GEL 7 000 (seven thousand) or its equivalent in foreign currency (based on the official (NBG) exchange rate as of the date of the claim).

**Paragraph 8.17 of Article 8 be revised to read as follows:**

8.17 If this Agreement or any agreement signed within the scope hereof has been executed on the territory of eastern or southern Georgia (Shida/Inner Kartli), Kvemo/Lower Kartli, Mtskheta-Mtianeti, Kakheti, Samtskhe-Javakheti, the Temporary Administrative Unit of South Ossetia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be taken to the court of arbitration for hearing and final decision in accordance with the following rule: 1) if the value of the subject matter in dispute is from 7 000 (seven thousand) GEL to 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the date of filing the claim), the dispute shall be discussed by the House of Arbitration LLC (ID 411322359); 2) If the value is above 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim), the dispute shall be taken to the permanent court of arbitration "Tbilisi Arbitration Institute" (ID 205273005).

**Subparagraph 8.17.1 of Article 8 be revised to read as follows:**

8.17.1 If this Agreement or any other agreement concluded within the scope hereof has been executed on the territory of western Georgia (the Autonomous Republic of Ajara, Guria, Imereti, Racha-Lechkhumi and Kvemo (Lower) Svaneti, Samegrelo, Zemo (Upper) Svaneti and the Autonomous Republic of Abkhazia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be taken to the permanent court of arbitration, House of Arbitration LLC (ID 411322359) for examination and final decision if the total value of the subject matter in dispute is greater than 7,000 (seven thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim). Furthermore, the Parties agree that the arbitration venue shall be the city of Kutaisi.

**Paragraph 8.19 of Article 8 be renumbered 8.21 without any revision:**

**The provision under Paragraph 8.19 shall read as follows:**

8.19 If the aforementioned court(s) of arbitration has/have been closed or suspended by the time of filing the arbitration claim, the dispute shall be taken to the court of law for examination and final decision. If agreements made between the Parties provide for different versions of the arbitration clause, in the case of a dispute, the Parties shall be guided by the arbitration clause envisaged in the most recent agreement between them.

**Paragraph 8.20 of Article 8 be renumbered 8.22 without any revision;**

**The provision under Paragraph 8.20 shall read as follows:**

8.20 If a dispute arising out of this Agreement is subject to court jurisdiction on any grounds whatsoever (including based on the agreement between the Parties, a provision hereof, etc.) and will be handled in the court, the Parties agree that pursuant to Paragraph 268.1<sup>1</sup> of the Civil Procedure Code of Georgia, if the Bank wins the claim related to the dispute arising out of this Agreement, the judgement made by the Court of First Instance shall be executed immediately.

**Paragraph 8.21 of Article 8 be renumbered 8.23 and revised to read as follows:**

8.23 The rule stipulated in Paragraph 8.20 shall also apply to the enforcement (sale) of mortgaged and pledged property during insolvency proceedings. Namely, if the selling price on the mortgaged and/or pledged property is less than the Bank's claim, after the Bank's claim is satisfied with the proceeds from the sale of the mortgaged/pledged property, it (the Bank's claim) will remain secured and the bank shall be deemed a secured creditor.

**The provision under Paragraph 8.21 of Article 8 shall read as follows:**

8.21 The parties agree that they shall communicate with the court of law and/or the court of arbitration and/or the arbitrators in writing including by electronic mail (electronically). The Parties agree that any official notification associated with this Agreement, including the repudiation, cancellation or termination hereof, as well the granting of an additional term for the fulfilment of liabilities and the Bank's unilateral decision on interest increase, shall be considered carried out if delivered to the party in writing including by electronic mail to the email address indicated in Details of the Parties hereunder. The Client agrees that the court or the arbitral tribunal (arbitrator) shall summon the Client and deliver court/arbitration notice, documents related to court or arbitral proceedings and the judgment/ arbitral award in writing including by electronic mail to the email address indicated in Details of the Parties hereunder. If a notification is sent to the Party by electronic mail at the email address indicated in Details of the Parties hereunder, the receipt thereof (delivery to the Party) shall be confirmed by an extract from the respective device and/or a confirmation received by means of the device. The Client agrees that the notification sent by email to the electronic mail address indicated in Details of the Parties hereunder shall be deemed delivered if the receipt (delivery to the Party) is confirmed by an extract from the respective equipment and/or a confirmation received by means of the device.

**Paragraph 8.23 of Article 8 be renumbered 8.26 without any revision;**

**Paragraph 8.24 of Article 8 be renumbered 8.27 without any revision;**

**Paragraph 8.25 of Article 8 be renumbered 8.28 without any revision;**

**The provision under Paragraph 8.25 shall read as follows :**

8.25 The Bank will enforce/sell the mortgaged/pledged property according to rule(s) and procedure(s) envisaged in respective mortgage/pledge agreements (including sale through a specialist, sale based on the writ of execution issued by a notary, direct acquisition of the title/ownership right, etc.)

**The provision under Subparagraph 9.2.9 of Article 9 be cancelled;**

**Subparagraph 9.2.10 of Article 9 be renumbered 9.2.9 without any revision;**

**Subparagraph 9.2.11 of Article 9 be renumbered 9.2.10 without any revision;**

**Subparagraph 9.2.11.1 of Article 9 be renumbered 9.2.10.1 without any revision;**

**Subparagraph 9.2.11.2 of Article 9 be renumbered 9.2.10.2 without any revision;**

**Subparagraph 9.2.12 of Article 9 be renumbered 9.2.11 without any 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 11.3.4, voice authentication will be applied, provided the Client 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 Client will undergo identification procedure/give correct answers to questions pre-defined by the Bank or undergo voice authentication.

**Subparagraph 11.2.3 of Article 11 be revised 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.

**Subparagraph 12.2.8.3 be added to Subparagraph 12.2.8 of Article 12 to read as follows:**

12.2.8.3 The banking plan and all respective terms and conditions will be cancelled automatically.

**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 dicsion 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 14.4 of Article 12 be revised to read as follows:**

**14.4. Special Provisions on Term ("Term", "Term +") Deposit**