

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 7.1.1.6 be added to Paragraph 7.1 of Article 7 to read as follows:

- 7.1.1.6 “Anytime before the execution of this Agreement or during the validity period hereof, the Client, its shareholders, management or the members of its executive/supervisory body, as well as the Client’s beneficial owner(s) and/or the Parties affiliated therewith:
- 7.1.1.6.1 Are not/will not be on the UN’s and/or EU’s and/or OFAC’s (US Treasury’s Office of Foreign Assets Control), the US Department of State’s, US Department of Commerce’s and/or Georgia’s (hereinafter jointly or severally referred to as the Authorized Party/ies) sanction lists (hereinafter referred as the “Sanction List”), including against abetting terrorism and/or in respect of any other cause/event, as periodically introduced by the above Authorized Party/ies;
 - 7.1.1.6.2 Are not/will not be residents of a state subjected to the Authorized Parties’ embargo.
 - 7.1.1.6.3 Has not entered/ will not enter into any deal, whether directly or indirectly, including through third party mediation, with any person and/or association that is/will be included in the Sanction List or is a resident of a state subjected to the Authorized Party/ies’ embargo.
 - 7.1.1.6.4 Will not finance and/or transfer any asset/property, whether directly or indirectly, including through third party mediation, to any person and/or association that is/will be included in the Sanction List or is a resident of a state subjected to the Authorized Party/ies’ embargo.”

Sub-Paragraph 15.26.4 be added to Article 15 of the Agreement to read as follows:

15.26.4 If a scheduled payment (on any credit facility) under any additional agreement executed within the scope hereof becomes overdue for 14 (fourteen) days, inform thereon the person(s) indicated in the Client’s credit facility application (family members, referees, contact persons, etc.). Furthermore, the Bank is authorised to reach out to person(s) (family members, referees, contact persons, etc.) indicated in any credit facility application of the Client (including for credit facilities already closed/cancelled) and/or person(s) who have deposited/transferred cash to the Client’s account(s) exclusively for the purpose of establishing the Client’s whereabouts/ contact information, to which the Client agrees in advance.

Sub-Paragraph 17.3.1 of the Agreement be revised to read as follows:

“17.3.1 Transfer the funds to the Employees’ accounts no later than the following banking day from receiving the instruction described in Article 17.2.2.”

Paragraph 20.6 be added to Article 20 to read as follows:

“20.6. If any representation under Sub-Paragraph 7.1.1.6 appears to be wrong or inaccurate (untrue), apart from other actions described hereunder, the Bank will have the right to act in compliance with Sanctions imposed by the Authorized Parties under 7.1.1.6.1 and take any/all measure(s) imposed and/or required by the Authorized Parties, including restriction of the Client’s use and/or management of any amount.”