

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 in compliance with Paragraph 8.5 thereof:

Paragraph 3.4 of Article 3 be revised to read as follows:

„3.4 The Bank shall have the right to refuse performing the Customer’s order and inform the Customer thereof in in any form whatsoever, including if:

Paragraph 12.4.1.4 of Article 12 be revised to read as follows:

„12.4.1.4 For the purposes of this Agreement, "authorization" ("authorized transaction") means confirmation of a transaction by a PIN code and/or by the security code indicated on the back of the card and/or by the 3D security code and/or by the combination of these details and/or by any other mechanism determined by the Bank that is transferred directly to the Customer/Card holder and the confidentiality/secure maintenance of which shall be the responsibility of the Customer/Card holder;

Paragraph 12.4.1.5 of Article 12 be revised to read as follows:

„12.4.1.5 For the purposes of this Agreement, "unauthorized transaction" means a transaction which has not been performed with the permission of the Customer/Card holder (is not authorized)/which has been performed by the Customer’s/Card holder’s intentional breach and/or gross negligence of the terms/requirements hereunder with regard to the holding/use/security and confidentiality of the card and/or by the Customer’s/Card holder’s or a third party’s performance of a fraudulent action/transaction. For the unauthorized transaction named/identified by the Customer/Card holder (including an unauthorized cross-border payment operation/transaction) to be considered as authorized, the Customer/Card holder is liable to present to the Bank sufficient evidences for the confirmation thereof after the study/analysis of which the Bank will be able to establish the status of the authorized transaction. In other cases (including, in the case of the Customer’s/Card holder’s default on the presentation and/or the presentation by the breach of the terms (if any) hereunder of sufficient evidences to the Bank), the transaction shall be deemed unauthorized.“

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

„12.5.1.3 If a card operation(s)/transaction(s) is/are not accepted, apply to the Bank in writing within 13 (thirteen) months of performance of an authorized operation (transaction/debiting of an account by the amount of operation/execution of incorrectly performed operation (“incorrectly performed operation ” is defined in line with the Georgian legislation) (transaction/debiting of an account by the amount of operation) unless the time limit hereunder is breached by the Customer/Card holder by objective reason(s)/beyond the Customer’s/Card holder’s control, and not due to unreasonable delay (the burden of proof lies with the Customer/Card holder). Though the Customer/Card holder fails to

observe the time limit(s) set for the complaint, the Bank will spare no efforts to assist the Customer/Card holder in refunding the amounts transferred as a result of an unauthorized or incorrectly performed operation. The Customer shall pay the additional service fee set for the problem investigation by VISA and Mastercard. The Bank will discuss the operation claimed (complaint filed) by the Customer) and take a decision within 20 (twenty) business days of the filing. If the complaint cannot be reviewed/a relevant decision cannot be taken within the mentioned term due to reasons beyond the Bank's control, the Bank will inform the Customer of the reason for the delay and the extension of the term of reviewing/ resolving the complaint that should not exceed 55 (fifty five) business days. The Customer's complaint is reviewed according to the following procedure: twice a week, the Bank makes a list of customers 1) who have filed a card transaction complaint/application on non-acceptance/problem transaction; 25-28 calendar days have elapsed from the Bank's acceptance of the applications and no refund followed within the card security limit; 2) whose applications have been sent for review to international payment systems but the investigation has not been completed.

Paragraph 12.5.1.3.1 be added to Article 12 to read as follows:

„12.5.1.3.1 If unauthorized cross-border payment operations (transactions) performed via a card is/are not accepted, apply to the Bank in writing within 75 (seventy five) days of the performance of the operation (transaction/debiting of an account by the operation amount) unless the time limit hereunder is breached by the Customer/Card holder by objective reason(s)/beyond the Customer's/Card holder's control, and not due to unreasonable delay (the burden of proof lies with the Customer/Card holder). For the purposes of this paragraph, a cross-border payment operation is an operation that is performed by using the card instrument (plastic card) issued in Georgia and the receiver's provider (acquirer) is a foreign payment service provider. The amount of the claimed operation is subject to compensation by the Bank only if the complaint is filed to the Bank within the term hereunder or a third party's fraudulent action is obvious and/or the case communicated by the Customer/Card holder is similar by its substance and/or circumstances to the case/cases reviewed by the Bank within the last 180 days within the frames of which the Customers/Card holders will be compensated the amount of unauthorized operation.

Paragraph 12.5.1.6 be added to Article 12 to read as follows:

„12.5.1.6 compensate the Bank for the damage related to the unauthorized payment operation that is caused by the Customer's/Card holder's fraudulent action and/or the Customer's/Card holder's intentional breach and/or gross negligence of the terms/requirements hereunder with regard to the holding/use/security and confidentiality of the card.

Paragraph 12.5.4.3 of Article 12 be revised to read as follows:

„12.5.4.3 For the transactions performed using the lost/stolen card, unless the Card holder has timely blocked the lost/stolen card, or for the transactions performed by a third party, if they are authorized or for unauthorized transactions (in line with Paragraph 12.4.1.5 hereof).”

Paragraph 12.5.7 be added to Article 12 to read as follows:

„12.5.7 The Customer/Card holder is entitled to request the Bank the compensation for the authorized payment operation (transaction) initiated by the receiver (a person in whose favour the payment operation (transaction) is performed), if during the authorization of the payment operation (transaction) the exact amount of the transaction was not specified or the amount of the transaction exceeds the amount that could have been reasonably expected by the Customer/Card holder given the previous spending characteristics and/or relevant circumstances of the transaction (the burden of proof lies with the Customer/Card holder). In the case of the Bank's compensation of the transaction claimed by the Customer/Card holder in line with this Paragraph , the maximum amount to be compensated shall not be more than the amount allowed/defined by the regulations of international payment systems.“