

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:

Paragraph 1.1 of Article 1 be revised to read as follows:

„1.1 The Bank (TBC Bank JSC, Identification No. 204854595; Banking license No. 85; Supervisory authority: National Bank of Georgia; Address: 2 Sanapiro Street, Tbilisi) will open account(s) for the Client, process its banking transactions and provide services envisaged in this Agreement on terms and conditions set forth herein.”

Paragraph 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). Customer account(s) will also be closed if the account(s) feature transaction(s)/deal(s), whether successfully completed or initiated, that relate to the purchase/ import/ export/ transportation of goods from/ to / via a sanctioned country; involve goods produced in a sanctioned country and/or the use of any means of transportation (whether by air, water, etc.) registered in a sanctioned country. 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 8.3.5 of Article 8 be revised to read as follows:

„8.3.5 Block the Client’s bank account(s) - restrict active transactions on/from the account(s) (cash payment/withdrawal, transfer to/from the account(s), conversion, etc.) if bank transactions have not been carried out on/from the account(s) for 2 (two) years (for the purpose of this Paragraph, debiting the Client’s account(s) for the settlement of the Bank’s service fees/payments related to credit facilities does not qualify as a transaction). Furthermore, if the bank account(s) is/are blocked for reasons mentioned herein, the Client will not be entitled to banking product(s)/service(s) (registration, use of the product(s)/service(s), etc.) until it fully performs actions prescribed by the Bank. The Bank may also block the Client’s account(s) in other cases envisaged by the laws of Georgia.“

Paragraph 11.3.2 of Article 11 be revised to read as follows:

„11.3.2 Under this Agreement the customer agrees that any telephone conversation that may take place with him (including those related to any of his orders/statements about the receipt of banking information, subscription to services, making changes to the registered data, as well as receipt of banking (credit) product and/or performance of any operation) can be recorded to the electronic database of the Bank which may be used as a proof of evidence in case of dispute. The telephone recordings are deemed to be the property of the Bank from its creation, it is kept in the manner and for the period determined by the bank, and the bank is obliged to introduce the recording to the client in a form acceptable to the bank no later than 15 (fifteen) calendar days after receiving his written request (this obligation of the bank applies only to the recordings made since January 1, 2011).