

**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](http://www.tbcbank.ge) in compliance with Paragraph 8.5 thereof:**

**Paragraph 8.28 of article 8 be revised to read as follows:**

“8.28 The Customer represents and warrants that he/she agrees that information (including information under/requested by relevant legal act(s) of the National Bank of Georgia) and/or statement (in the form and on the terms defined by the Bank) on any transaction performed by the Client is obtained by the latter via different remote channels (including Call Centre, internet banking, mobile banking, etc.) hereunder and/or at any Branch and Service Centre of the Bank.

**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 and/or adjustment of a card operation(s)/transaction(s) is requested, apply to the Bank in writing within 13 (thirteen) months of performance of an unauthorized 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. Furthermore, if the amount of the claimed amount is refunded by the Bank to the Customer/Card holder hereunder, the Bank is entitled to block the amount refunded to the Customer/Card holder before the complaint is reviewed and resolved. At the same time the Bank is not liable to refund the amount of the operation claimed by the Customer/Card holder if the Bank has a reasonable doubt about the Customer’s/Card holder’s fraudulent action or the breach by Customer/Card holder of the obligations related to the card/card operations hereunder deliberately or by gross negligence”.

**Current version of paragraph 12.5.2 of article 12 of the Agreement be revoked.**

**Current version of paragraph 12.5.3 of article 12 of the Agreement to remain the same and be numbered as 12.5.2.**

**Current version of paragraphs 12.5.3.1 and 12.5.3.2 of article 12 of the Agreement to remain the same and be numbered as 12.5.2.1 and 12.5.2.2.**

**Current version of paragraph 12.5.4 of article 12 of the Agreement to remain the same and be numbered as 12.5.3.**

**Current version of paragraphs 12.5.4.1 - 12.5.4.3 of article 12 of the Agreement to remain the same and be numbered as 12.5.3.1 and 12.5.3.3.**

**Current version of paragraph 12.5.5 of article 12 of the Agreement to remain the same and be numbered as 12.5.4.**

**Paragraph 12.5.6 of article 12 of the Agreement be numbered as 12.5.5 to read as follows:**

„12.5.5 Validity of paragraph 12.5.4 of the Agreement is applicable to all types of plastic cards including VISA and Mastercard plastic cards and to any other plastic card, as well as to any credit facility related to any plastic card.“

**Paragraph 12.5.7 of article 12 be numbered as 12.5.6 and revised to read as follows:**

„12.5.6 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). If the transaction amount 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, though the mentioned circumstances are resulting from the currency exchange, the Customer/Card holder is not entitled to require of the Bank the compensation of the transaction amount hereunder if the currency exchange rate was earlier agreed between the Customer/Card holder and the Bank/the Customer's/Card holder's payment service provider“.

**Paragraph 12.5.7 of article 12 be revised to as follows:**

„12.5.7 In the cases under paragraph 12.5.6 hereof, the Customer/Card holder is entitled to request the Bank the compensation within 8 (eight) weeks from the debiting of the payment account(s)“.

**Paragraph 12.5.8 be added to paragraph 12 of the Agreement to read as follows:**

„12.5.8 The Customer/Card holder is not entitled to request the compensation under paragraph 12.5.6 hereof if the Customer/Card holder gave his/her consent to the Bank/the Customer's/Card holder's payment service provider to the performance of the payment operation and/or the information on the future payment operation (if any) is supplied to the Customer/Card holder in the form/according to the procedure agreed between the Parties or is otherwise made available by the Bank or the receiver of the payment operation (transaction) amount 2 (two) weeks before the due date of the payment obligation in the form/according to the procedure agreed between the Parties“.