

TBC Bank JSC proposes the following amendments (additions) to the Agreement on Banking Transactions for Individuals (hereinafter the “Agreement”) published on www.tbcbank.ge in compliance with Paragraph 8.5 thereof:

Subparagraph 7.1.1.6. of Article 7 of the Agreement be revised to read as follows:

7.1.1.6. Anytime before the execution of this Agreement or during the validity period hereof, the Client and/or the Parties affiliated therewith:

7.1.1.6.1. Are/will not be included in the list of the sanctioned persons (hereinafter the List of the Sanctioned Persons) by the United Nations (UN) and/or the European Union and/or the United Kingdom (United Kingdom of Great Britain and Northern Ireland) and/or the USA Office of Foreign assets Control (OFAC), the State Department, the Ministry of Trade and/or Georgia and/or any other state and/or international organization (hereinafter jointly and individually referred to as the Authorized Person(s)), including for abetting terrorism and/or for any other actions identified by authorized persons from time to time;

7.1.1.6.2. Are not/will not be residents of a state subject to authorized persons’ total trade sanctions/restrictions.

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 List of the Sanctioned Persons and/or is a resident of a state subject to total trade sanctions/restrictions.

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 List of the Sanctioned Persons or is a resident of a state subject to the authorized persons’ total trade sanctions/restrictions.

7.1.1.6.5. Has not entered / will not enter, whether directly or indirectly, including through third party mediation, into any deal related to an asset/property/goods/service subject to total and/or targeted and/or sectoral sanctions/restrictions.

Article 23 of the Agreement (Electronic Signature) shall read as follows:

23.1. Electronic Signature:

23.1.1. Electronic Signature means the execution of a signature (including of a qualified or advanced electronic signature) electronically (including through the electronic signature platform – signify) by a Client for the purpose of performing the banking transaction(s) defined by the Bank under the Georgian law and in line with the standards and the procedure applicable at the Bank and/or for certifying credit and/or deposit products-related and/or other relevant deals/agreements/documents defined by the Bank.

23.1.2. For the purpose of performing the banking transactions and/or certifying/signing credit products-related deals/agreements/documents, the signature (including a qualified or advanced electronic signature) executed by the Client electronically (including through the electronic signature platform – signify), pursuant to the Georgian law and this Agreement concluded between the Parties, shall carry the same/equal legal effect as a written/tangible document and a handwritten signature.

23.1.3. The Parties agree that the documents/deals/agreements executed and signed electronically (including, through the electronic signature platform – signify), carry the same/equal legal effect as a tangible document and a document/deal/agreement certified by the Client's handwritten signature. Consequently, the issue of electronic execution/signing of a document/deal/agreement may not serve as the basis for a dispute.

23.1.4. After the performance of the banking transaction/electronic execution/signing of credit/deposit products-related deals/agreements, the Client is entitled to request the Bank the transfer of the printed copy of the document of electronically executed banking transaction(s)/deals/agreements.

23.2. The Client gives its consent that:

23.2.1 the Bank uses the personal data of the Client, including, his/her first and last names, personal number, electronic mail address and mobile phone number registered at the Bank for the electronic signature purposes.

23.2.2 In the case of the Attorney's electronic execution/signing of a deal/agreement/document with the Bank on behalf of the Client (the Principal) under a relevant Power of Attorney, the Bank uses the personal data of the Attorney, including, his/her first and last names, personal number, electronic mail address and mobile phone number registered at the Bank.

23.3 The Client (the Principal) acknowledges that the Attorney's any action taken, deal/agreement/document executed/signed with the Bank on behalf of the Client (the Principal) under a relevant Power of Attorney leads to legal consequences for the Client (the Principal), including the deal/agreement/document signed electronically by the Attorney on behalf of the Client (the Principal) leads to legal consequences for the Client (the Principal).

23.4 The Bank is not held responsible for the consequence(s) of other person's receiving the notification or the documents containing any other information sent by the Bank by using the Client's (the Principal's) contact details, including the electronic mail address, mobile telephone number, updated at/supplied to the Bank by the Client or the Attorney under a relevant Power of Attorney, on behalf of the Client (the Principal).

23.5. The Bank is not held responsible for other person's use of the Client's (the Principal's) contact details updated at/supplied to the Bank by the Client or the Attorney under a relevant Power of Attorney, on behalf of the Client (the Principal), including for other person's action taken via the Client's mobile telephone number or for the consequence(s) of the Bank's receiving the notification or the documents containing any other information sent by other person from the Client's electronic mail address and consequently, of the Bank's taking/refraining from an action.