

TBC Bank JSC proposes the following amendments (additions) in line with Paragraph 8.5 of the Agreement on Banking Transactions for Individuals (hereinafter the “Agreement”) published on [www.tbcbank.ge](http://www.tbcbank.ge):

**Sub-Paragraph 1.2.1 of Article 1 be amended to read as follows:**

„1.2.1 The Bank may refuse to provide a service to the Client and/or to process banking transaction(s) without explaining the reason(s) to the Client. The Client’s completion/submission of the application and provision of additional documents do not obligate the Bank to render any or all of the services hereunder to the Client and/or validate/complete the banking transaction performed/initiated by the Client.”

**Paragraph 2.6 and Sub-Paragraphs 2.6.1-2.6.5 be added to Article 2 to read as follows:**

„2.6 The Bank may refuse to process the Client’s order/instruction and notify the Client thereof in any form whatsoever, including in the following cases:

2.6.1 The Client’s complete identification is not possible;

2.6.2 The order/instruction has been drawn up/set up in violation of the rules effective at the Bank or contains inaccurate information (instructions);

2.6.3 The amount indicated in the order/instruction exceeds the amount the Client has transferred to the Bank and/or the Bank’s limits;

2.6.4 The Bank has doubts that the Client is attempting an unlawful transaction;

2.6.5 The refusal is envisaged in the law.“

**Sub-Paragraph 7.5.3 of Paragraph 7.5 of Article 7 be amended to read as follows:**

„7.5.3 Transfer any information/data about the Client and any deal made with the Client, including any information/data about the Client as the Borrower, Surety, Pledgor, Owner of the Mortgaged Item and/or any deal made with (any of) them (including if the Borrower, the Pledgor and the Owner of the Mortgaged Item are different persons) to the Bank’s auditors, consultants, advisors, international financial institutions and other individuals or legal persons performing similar functions (hereinafter jointly referred to as the “Contractor”), as necessary / within the scope of responsibility(ies)/terms and conditions of the agreement with the Contractor and/or if requested by the Contractor, inter alia, to enable the Contractor to conduct an audit/assessment/inspection/analysis of the Bank and/or the Bank’s clients. The Contractor shall process the information/data/deals for the purposes of the agreement made with the Bank/the Client. The Contractor, on his/her/its part, shall keep the information provided by the Bank confidential.”

**Sub-Paragraph 7.5.4 of Paragraph 7.5 of Article 7 be amended to read as follows:**

„7.5.4 Supply information (including the Client’s personal data) necessary for offering and providing various products and services to the Client (including those related to insurance, valuation and measurement) to International Insurance Company IRAO JSC (ID 205023856), Insurance Group GPI Holding JSC (ID 204426674) and/or the members of TBC Bank Group PLC (#10029943), including TBC Insurance JSC (ID 405042804), TNET LLC (ID 402116474), Marjanishvili 7 LLC (ID 402168998), Space International JSC (ID 402178442) and/or TBC Capital LLC (ID 204929961). The latter, on their part, undertake to keep the information provided by the Bank confidential.“

**Sub-Paragraph 8.3.6 be added to Paragraph 8.3 of Article 8 to read as follows:**

„8.3.6 Block the Client’s account(s) – restrict active transactions (inpayments, outpayments, incoming and outgoing transfers, conversions, etc.), inter alia, the Client’s access (fully or partially) to the funds in his/her account if the Bank has started the examination envisaged in the Law of Georgia on Facilitating the Prevention of Money Laundering and the Financing of Terrorism and/or the related legal acts, a relevant international sanction has been applied against the Client, as well as if there are legitimate doubts that the funds may have been obtained through illegal means or may be intended for unlawful activities.“

**Paragraph 8.17 and Sub-Paragraph 8.17.1 of Article 8 be amended to read as follows:**

„8.17 If the place of execution of this Agreement or any agreement signed within the scope hereof is eastern or southern Georgia (Shida/Inner Kartli), Kvemo/Lower Kartli, Mtskheta-Mtianeti, Kakheti, Samtskhe-Javakheti, the Temporary Administrative Unit of South Ossetia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be taken to the court of arbitration for consideration and final decision in accordance with the following rule: 1) if the value of the dispute is from 7 000 (seven thousand) GEL to 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the date of filing the claim), the dispute shall be discussed by the House of Arbitration LLC (ID 411322359); 2) If the value is above 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim), the dispute shall be taken to the permanent court of arbitration “Tbilisi Arbitration Institute” (ID 205273005). Furthermore, in the case described herein, the Parties also agree that Tbilisi shall be the place of dispute resolution under the Arbitration Clause/Agreement.”

„8.17.1 If this Agreement or any other agreement concluded within the scope hereof has been executed on the territory of western Georgia (the Autonomous Republic of Ajara, Guria, Imereti, Racha-Lechkhumi and Kvemo (Lower) Svaneti, Samegrelo, Zemo (Upper) Svaneti and the Autonomous Republic of Abkhazia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be taken to the permanent court of arbitration, House of Arbitration LLC (ID 411322359) for consideration and final decision if the total value of the dispute is greater than 7,000 (seven thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim). Furthermore, in the case described herein, the Parties also agree that Kutaisi shall be the place of dispute resolution under the Arbitration Clause/Agreement.”

**Paragraph 8.29 be added to Article 8 to read as follows:**

„8.29 The Client agrees that the Bank is entitled to make a unilateral decision at its own discretion regarding provision of services to the Client / execution of a deal related to bank/credit products based on the Power of Attorney (POA) presented/submitted to the Bank. If the POA presented/submitted to the Bank does not comply with the requirements/rules set by the Bank (unilaterally) and described in its internal policy/instructions/process/document, the Bank is not obliged to explain to the Client the reason for refusing services / executing deals related to bank/credit products based on the POA.”

**Paragraph 20.1.2 of Article 20 be amended to read as follows:**

„20.1.2 The Client breaches his/her payment liability under the Schedule attached to any Additional Agreement executed within the scope of this Agreement. Furthermore, in the case of the Seasonal Schedule, which does not envisage monthly payments but “seasonal payments” due on the date(s) (during a year) agreed between the Client and the Bank, the Bank will have the right to exercise any of the measures set out in Paragraph 20.1, if the Client breaches any of his/her liabilities under the Seasonal Schedule (by being late even once on his/her scheduled payment) and fails to settle the overdue payment withing an additional two weeks’ notice.“

**Paragraph 20.1.16 of Article 20 be amended to read as follows:**

„20.1.16 The Client, his/her Surety, any Party to any agreement securing this Agreement and/or the Guarantor thereof faces the threat of bankruptcy/liquidation, the bankruptcy proceedings have been started at the court and/or any of the Parties mentioned herein have made a windup decision on their own“.

**Sub-Paragraph 23.2.3 be added to Paragraph 23.2 of Article 23 to read as follows:**

„23.2.3 The Bank / NGT Rocket Solution LLC (ID 405432580, hereinafter “NGT”) shall process the Client’s personal data using the electronic signature platform *Signify* for rendering services/executing an eletcronic

qualified/advanced signature. The Bank may, inter alia, transfer the Client's personal data to NGT for the purpose(s) envisaged hereunder. The Client is aware that he/she can withdraw/revoke his/her consent to processing his/her personal data at any time by submitting an application for withdrawal/revocation through internet banking / mobile banking and/or in the branch. If the client withdraws/revokes his/her consent, the use of the qualified/advanced electronic signature, inter alia, via the electronic signature platform *Signify*, will be discontinued."