

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 4.3.2 be added to article 4 of the Agreement to read as follows:

„4.3.2 If the Client is a service plan subscriber (and hence holds payment card(s) under the service plan), the Client will not be able to use additional payment card(s) under the same and/or any other service plans. Therefore, if the Client applies for additional card(s) under the same and/or any other service plan (and/or already holds such card(s)), the Bank has the right to unilaterally restrict/terminate the Client’s right to use payment card(s) of the same and/or lower class which the Client accepted under the same /any other service plan.

Paragraph 7.1.1.6 of article 7 of the Agreement shall 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, its shareholders, management or the members of its executive/supervisory body, as well as the Client’s beneficial owner(s) and/or the Parties affiliated therewith (including, for the purposes of this paragraph, any person that, according to the Bank’s assessment and inter alia, with regard to the purpose of the sanction(s), may have an influence on the person in question, or his/her/its decision(s), and/or directly or indirectly hold and/or control that person by way of close business, personal or other connections:

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 and/or Georgia and/or any other state and/or international organization (hereinafter jointly and individually referred to as the Authorized Person(s)), and/or is not/will not be subjected to a sanction (for the purposes of this paragraph, a sanction inter alia includes restriction, policy, prohibition, or other requirements set by the Authorized Persons).

7.1.1.6.2 Are not/will not be residents of a state subjected to the Authorized Person(s) comprehensive trade sanctions/restrictions.

7.1.1.6.3 Has not entered/ will not enter into any deal (including, will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with any person and/or association that is/will be included in the Sanction List/is subjected to a sanction and/or is a resident of a state and/or operates on the territory subjected to comprehensive trade sanctions/restrictions.

7.1.1.6.4 Has not entered/ will not enter into any deal (including, will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with regard to the party/property/asset/goods/services subjected to comprehensive and/or targeted and/or sectoral sanctions/restrictions.

Paragraph 8.3.7 be added to article 8 of the Agreement to read as follows:

„8.3.7 Based on its unilateral decision, restrict the Client’s active operations on its accounts (payments to the account, cash withdrawal, incoming and outgoing transfers, currency conversion, etc., including the Client’s access to the cash balance(s) in its account(s) whether completely or partially) and/or close

the Client's account(s) and/or terminate this Agreement without prior notice (including regardless of the Notice of Termination period envisaged in this Agreement and applicable hereto) on the grounds of/due to non-compliance of the Client/ the Client's activity with the Bank's unilateral requirements/rules defined/envisaged in the Bank's internal policy/procedure/document.

Paragraph 8.30 be added to article 8 of the Agreement to read as follows:

Pursuant to the Law of Georgia on Payment Systems and Payment Services, customers are entitled to lodge a dispute against the Bank with the NBG Dispute Resolution Commission (hereinafter the "Commission") within the term envisaged by the Law of Georgia/this Agreement, if the Bank has not satisfied their claim or has satisfied it partially (and/or has not responded to their complaint). The customer right to dispute hereunder arises if the value of the subject matter of the dispute does not exceed 50 000 GEL (or the equivalent in foreign currency, as of the date on which the disputed activity took place or the customer lodged a complaint). Furthermore, customers are entitled to apply to the court directly, without first applying to the Commission. A dispute can be submitted to the Commission no later than 6 (six) months from the date on which it was filed with the Bank. The Committee will discuss the dispute envisaged herein free of charge. The Commission will start its activities on 1 December 2023. The Commission Regulations (including the rules and procedure for lodging a dispute) are provided in NBG Council's Resolution #2 of 26 July 2023 ("NBG Dispute Resolution Commission Regulations").

Paragraph 8.31 be added to article 8 of the Agreement to read as follows:

„8.31 If the statement/representation made pursuant to Paragraph 7.1.1.6 of this Agreement is found untrue and the Client's activity qualifies as a breach/evasion of sanction and/or according to the Bank's assessment, the aforementioned fact exposes the Client, its shareholders, management or the members of its executive/supervisory body, as well as the Client's beneficial owner(s) and/or person(s) affiliated with the Client to a sanction risk and/or has resulted in sanctioning any of the aforementioned persons, along with actions stipulated herein, the Bank will be authorized to act pursuant to the sanctions imposed by the Authorized Person(s) mentioned in Paragraph 7.1.1.6.1 hereof and take any and all measures set and/or required by the Authorized Person(s) and/or Entities/Bodies, inter alia, prevent the Client from using/disposing of and managing any funds/assets.

Paragraph 12.3.7 of article 12 of the Agreement shall be revised to read as follows:

„12.3.7 If the card is linked to several different currency accounts and a credit/overdraft limit is allowed on any of them, funds paid/transferred to any other account linked to the card will be converted (at the commercial exchange rate set by the bank as of the transaction date) and the credit/overdraft limit / the unarranged overdraft will be settled. Furthermore, to settle the credit/overdraft limit / the unarranged overdraft occurred in any of the account(s), the Bank is entitled to draw the required amount by direct debit (without the Client's further consent) from the Client's any other account with the Bank (according to the rule under paragraph 3.2.3 hereof).

Paragraph 13.1.1 of article 13 of the Agreement shall be revised to read as follows:

„13.1.1 The SMS banking is a remote banking service allowing a client to: obtain information about his/her operations performed on the client's bank accounts; request and obtain the necessary banking

information, or carry out banking operations using the mobile phone number specified in the application submitted to the Bank, based on confirmation via SMS code sent to the mobile phone number specified in the application/by confirming the document published at the link supplied to the Client by the Bank via SMS, in accordance with the limits and rules defined by the Bank, receive information about various bank products (including credit product(s) offered by the Bank/ applied for by the Client and if he/she agrees, confirm the acceptance of the offered bank product (including a credit product) (in accordance with the rules/standards effective at the Bank), and likewise, confirm his/her personal data/any information (including, the change in his/her personal data available at the Bank/any information).

Paragraph 13.3 of article 13 of the Agreement shall be revised to read as follows:

„13.3 The Parties agree that confirmation of banking operations by Client via SMS code sent to the mobile phone number specified in Client’s application and/or SMS confirmation (the Client’s acceptance of an agreement/ document available at the link provided via SMS) of various bank products (including credit product(s) offered by the Bank/ applied for by the Client/of his/her personal data available at the Bank/any information (including, the change in his/her personal data available at the Bank/any information) has an equal legal effect of a written document, which is printed on paper and signed by the client. Therefore, the parties agree, that confirmation of banking operations by Client via SMS code and/or SMS confirmation (the Client’s acceptance of an agreement/ document available at the link provided via SMS) of various bank products (including credit product(s) offered by the Bank/ applied for by the Client/of his/her personal data available at the Bank/any information (including, the change in his/her personal data available at the Bank/any information) cannot be a prerequisite to the dispute between the parties.

Paragraph 15.26.1 of article 15 of the Agreement shall be revised to read as follows:

„15.26.1 Draw an amount from any of the Client’s accounts by direct debit, without the Client’s further consent in order to settle any of his/her liabilities before the Bank anytime after such a liability arises (the Client’s account(s) in the same currency as the Client’s liability will be debited on a priority basis to settle the liability). If the currency of the liability is different from the currency of the Client’s account, the equivalent amount is established based on the Bank’s exchange rate at the moment of drawing. Besides, the Client acknowledges that the Bank is not obliged to draw funds from the Client’s account(s) by direct debit in order to settle any of his/her liabilities.

Paragraph 20.6 of the Agreement be removed.