

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:

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 and/or during the validity period hereof, the Client and/or the Persons 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 8.27 be added to article 8 of the Agreement to read as follows:

„8.27 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 8.28 be added to article 8 of the Agreement to read as follows:

„8.28 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 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 9.1.6 (including 9.1.6.1 and 9.1.6.2) of the Agreement shall be cancelled.

Paragraph 9.2.2 of article 9 of the Agreement shall be revised to read as follows:

„9.2.2 for the purposes of securing information and operations of the client, the bank shall have the right to create additional mechanisms for the identification of the client, e.g. require the use of codes created (generated) by special devices and/or other codes provided to the client by the bank for the provision of some services.

Paragraph 12.1.9 of article 12 of the Agreement shall be revised to read as follows:

„12.1.9. The Bank is authorized to regularly implement rewards projects/ programs with regard to plastic cards/bank products that implies accrual of bonus points on relevant balances of plastic card(s) when the client is buying goods/services at the Bank's partner company via plastic card(s) and makes payments via POS terminal/e-commerce of TBC Bank JSC and the opportunity to redeem the points at trade/service facility(ies) of a partner company of TBC Bank JSC. The list of partner companies is available on the Bank's website - www.ertguli.ge.

Paragraph 12.1.10 of article 12 of the Agreement shall be revised to read as follows:

„12.1.10 Redemption of points accrued on the balance of a plastic card means the payment of the price of goods/service with the points accrued on the balance of a plastic card via mobile bank (QR Code) (via POS Terminal/e-commerce of TBC Bank JSC) if the Client buys the latter at trade/service facility(es) of a partner company of TBC Bank JSC (including, at electronic/online shops) within a rewards project/programme. Goods/service to which a rewards project/programme applies, are/is defined by the Bank independently and relevant information is published on the Bank's website- www.ertguli.ge

Paragraph 12.1.11 of article 12 of the Agreement shall be revised to read as follows:

„12.1.11. The Client is aware that the implementation of a rewards project/programme as indicated in 12.1.9 hereof, as well as accrual and/or redemption of bonus points on the Client’s card under such project/programme is not the Bank’s obligation and consequently, does not engender the Client’s right to hold the Bank responsible for any action in relation to a rewards project/programme /to the accrual/redemption of bonus points. Therefore, the Bank may, at its own discretion, restrict accrual and/or redemption of bonus points on the Client’s card/cancel the points (including in the case of a suspicious transaction). The Bank may likewise exercise its right hereunder if the Client uses the plastic card (that accrues bonus points if used on the terms hereunder) for entrepreneurial purposes.

Paragraph 12.1.12 of article 12 of the Agreement shall be revised to read as follows:

„12.1.12. Information about the current rewards project/ program, including plastic card(s), participating in the project/ program, the rules and procedures of accrual of points on the balance of bonus points and redemption, as well as the information on partner companies is published on the Bank’s website – www.ertguli.ge.

Paragraph 12.3.10 of article 12 of the Agreement shall be revised to read as follows:

„12.3.10 If the card is linked to several different currency accounts and the unarranged overdraft occurs in any currency account, the balance in any account linked to the card or funds paid in/transferred to any account will be converted (at the commercial exchange rate set by the bank as of the transaction date) and the unarranged overdraft will be settled. Furthermore, to settle 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 16.26.1 of article 16 of the Agreement shall be revised to read as follows:

„16.26.1 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 17.6 of the Agreement be removed.