

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 7.5.4 of article 7 of the Agreement shall be revised to read as follows:

“7.5.4 Supply information (including the Customer’s personal data) necessary for offering and providing various products and services to the Customer (including those related to insurance, valuation and measurement) to International Insurance Company IRAO JSC (ID 205023856), Insurance Group GPI Holding JSC (ID 204426674), Insurance Company Unison (ID 404393152) 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.”

Paragraph 8.16 of article 8 of the Agreement shall be revised to read as follows:

”8.16 The Parties agree that any disputes arising out of or in relation to this Agreement shall be taken to the court for examination and final resolution if the total value of the subject matter(s) in dispute in a single adjudication between the Borrower and the Bank is less than GEL 7 000 (seven thousand) or the equivalent in foreign currency (based on the official (NBG) exchange rate as of the date of the claim).”

Paragraph 8.17 of article 8 of the Agreement shall be revised 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 permanent court of arbitration for consideration and final decision in accordance with the following rule: 1) if the total value of the subject matter(s) in dispute in a single arbitration between the Customer and the Bank 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, under the arbitration agreement, the Parties also agree that the arbitration venue shall be the city of Tbilisi.”

Paragraph 8.17.1 of article 8 of the Agreement shall be revised to read as follows:

“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 subject matter(s) in dispute in a single arbitration between the Customer and the Bank 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, under the arbitration agreement, the Parties also agree that the arbitration venue shall be the city of Kutaisi.”

Paragraph 8.27 of article 8 of the Agreement shall be revised to read as follows:

“8.27 If the Client is dissatisfied with the Bank’s services, he/she/it can make a complaint orally, in writing or electronically. The Complaint Letter Template is available at the Bank’s branches and service centres. Electronic complaints can be submitted using internet bank or on the Bank website www.tbcbank.ge. Complaints can also be made via TBC Bank’s Call Center +99532 2 272727. Customer complaints will be discussed within maximum

one month of complaint receipt date and, as necessary, customer identification. Complaints are handled by the Complaints Management Team of TBC Bank's Customer Support Department. The decision on the complaint will be communicated to the Client in writing and/or by any other means of communication agreed with the Client (telephone, email, digital) and/or in the way in which the complaint was made. The Client can check the details of complaint handling at any branch/service center and/or remote channels."

Paragraph 12.3.6 of article 12 of the Agreement shall be revised to read as follows:

"12.3.6 In case of an unauthorized overdraft, the Bank may charge the Customer and if so, the Customer shall pay the Bank interest on an unauthorized overdraft at an annual rate effective at the Bank as of the date on which the unauthorized overdraft occurs, calculated on the basis of a 365 (three hundred and sixty five)-day year. The upper limit for the interest rate on an unauthorized overdraft shall be 48% per annum, accruable from the date on which it occurs until the actual date on which it is paid off."

Paragraph 15.2.2 of article 15 of the Agreement shall be revised to read as follows:

"15.2.2 For the disbursement of credit facility/ies (including individual tranches), the Customer must satisfy respective condition(s) precedent / requirement(s) (if any) (whether or not these condition(s) precedent / requirement(s) are directly set out in any given credit facility agreement) and the Parties and/or their representatives must come to an additional agreement, at least orally."