TBC Bank JSC proposes the following amendment(s)/additions(s) to TBC Concept Service Agreement:

Paragraph 2.1 of Article 2 be revised to read as follows:

"2.1. The Bank shall provide TBC Concept Clients with the following type of banking service: Remote Service, which means TBC Concept Client's giving/confirming (validating) instructions to the Personal Banker via electronic mail, mobile phone number, internet banking, mobile banking, SMS code (hereinafter referred to as the "Remote Channels") for performing banking transactions/transfers and/or for receiving various banking products (including credit products and/or deposits) or TBC Concept Client's accepting/confirming banking products (including credit products and/or deposits) offered by the Bank in compliance with terms and conditions, rules and limits set by the Bank."

Paragraphs 3.1-3.3 of Article 3 be revised to read as follows:

- "3.1. The TBC Concept Service shall be offered to the clients of the Bank who meet the TBC Concept Service selection criteria unilaterally set by the Bank.
- 3.2. If the selection criteria set by the Bank are breached, the TBC Concept Client will be given a 3 (three)-month grace period during which he/she will continue to receive the Personal Banker's services.
- 3.3. If the TBC Concept Client fails to remedy the TBC Concept Client selection criteria within the grace period, the Bank is authorized to unilaterally terminate the TBC Concept Service Agreement and stop offering the Client special service terms envisaged therein. Instead, the Client will receive the Bank's standard services."

<u>Sub-Paragraph 4.2.3 of the Agreement be revised to read as follows:</u>

"4.2.3._Ensure the signing of documents related to the opening/closing/termination of an account/deposit/card and registration/cancellation of electronic facilities within 1 (one) calendar month from the Bank's fulfillment of the instruction/order unless the instruction/order is confirmed/validated via electronic mail, SMS code or internet banking Bank in compliance with terms and conditions, rules and limits set by the Bank."

Sub-Paragraph 4.3.7 of the Agreement be cancelled

Paragraph 5.5 of Areement be revised to read as follows:

"5.5. Any dispute arising between the Parties shall become the subject of negotiations between the Parties, who will be guided by the provisions of business ethics they acknowledge. If the Parties fail to come to an agreement, the dispute shall be taken to the Common Courts of Georgia in compliance with the Georgian legislation on Common Courts."

Paragraph 1.3 of Annex #1 to the Agreement be revised to read as follows:

"1.3. Make transfers/foreign exchange transactions in compliance with terms and conditions, rules and limits set by TBC Bank JSC."

Paragraph 1.4 and its Sub-Paragraphs 1.4.1, 1.4.1.1-1.4.1.3 of Annex #1 to the Agreement be cancelled.