

# TBC Concept Service Agreement

## 1. Subject Matter of the Agreement

1.1. The Bank, in reliance on the criteria set by itself, offers a client (hereinafter referred to as the "TBC Concept Client" or the "Client") the personal banking service, meaning the rendering by a Personal Banker to the TBC Concept Client fast and comfortable banking service with regard to all banking facilities available at the Bank in the manner likewise defined by the Bank. The TBC Bank Client shall receive all types of banking services according to the rule stipulated by a relevant agreement on banking services (including this Agreement) and the tariffs offered to the Client.

## 2. Description and Terms of the Service

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.

2.2 A list of the banking services/products which can be applied for online and on which relevant deals can be executed via Remote Channels is provided in Annex #1 to this Agreement (hereinafter referred to as the "Banking Service" or the "TBC Concept Service"). The Annex mentioned herein does not exclude execution of deals for other banking products/services via remote channels (if so decided by the Bank).

2.3. The Banking Service can be received after the Client gives an instruction/files a request, the Bank takes a positive decision and relevant deals are signed and/or the Client declares its consent to receive the service offered by the Bank, meets the requirements set by the latter and signs relevant deal

## 3. Terms for Receiving the Service

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.

## 4. Rights and Obligations of the Parties

### 4.1. The TBC Concept Client is authorized to:

4.1.1. Give/confirm instructions to the Personal Banker in writing and/or via Remote Channels on receiving the Banking Service according to the rule under the Bank Service Agreement for Individuals and this Agreement.

### 4.2. The TBC Concept Client is liable to:

4.2.1. Fulfill the terms/obligations under the Bank Service Agreement for Individuals and this Agreement, also observe the limits, preconditions and rules defined by the Bank for receiving the Banking Service (including when performing banking transactions).

4.2.2. Ensure the signing of the documents evidencing the authenticity (validity) of the transfer/conversion transactions performed without visiting the Bank within 5 (five) business days from the Bank's performance of the transactions- in case the instruction is not confirmed by electronic mail, SMS Code or internet banking according to the rules and within the limits set by the Bank.

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.

4.2.4. If requested by the Personal Banker or other employees of the Bank, supply the author of the request true, detailed and accurate information regarding the financial/banking transaction performed/to be performed by him/her.

4.2.5. Fulfill the terms hereunder.

4.2.6. Keep confidential the codes, passwords or other identification tools transferred to him/her. Besides, in case the information under this Article is lost and/or such a doubt arises, immediately inform the Bank in this regard. If the aforementioned information is brought to the notice of a third party beyond the Bank's control, the latter shall be relieved from any responsibility for the consequence(s) thereof.

4.2.7. If requested by the Bank, confirm to the Personal Banker or the Bank's representative in writing or in any other form acceptable to the Bank, the bank instruction/request remotely given/submitted by him/her and/or the fact of receiving the Banking Service via Remote Channels, otherwise the Bank reserves the right not to fulfill such instructions and/or terminate the rendering of the Banking Service to the Client.

4.2.8. Maintain the confidentiality of the information which comes to the notice of the TBC Concept Client while having contractual relations with the Bank.

**4.3. By signing hereunder, the TBC Concept Client acknowledges and warrants that:**

4.3.1. Any communication between the Parties shall be carried out in writing or in any other form stipulated in the existing (future) agreement between the Parties. Written notifications shall be sent to the other Party's address last known to the sender.

4.3.2. The Bank can use any means of communication (including electronic, digital, etc.) for notifications.

4.3.3. The Bank shall not be held responsible for the consequence(s) if notifications or other information/documents sent by the Bank to the Client via communication channels (including electronic)/contact details supplied by the Client to the Bank (email, mobile phone number, mobile banking, internet banking) are accessed by a third party.

4.3.4. The Bank shall not be held responsible for the consequences of accepting notifications and/or documents sent by a third party to the Bank via communication channels (including electronic)/contact details supplied by the Client to the Bank (email, mobile phone number, mobile banking, internet banking), as well as for the consequences of its (the Bank's) subsequent actions or inactivity.

4.3.5. Any notification/ consent/ verification/ instruction/ request/ application sent by the Client to the Bank via communication channels (including electronic)/contact details supplied by the Client to the Bank (email, mobile phone number, mobile banking, internet banking), as well as transaction signing and/or submission of a signed transaction via remote channels, shall have the same legal force as a written/ printed document signed/certified by the Client.

4.3.6. The Client hereby agrees that the Bank can register/record in its electronic base any request/instruction/application made by the Client to the Bank by means of Remote Channel(s), as well as any transaction signed by the Client by the remote channel(s) (including the Client's application for banking services/the Client's consent thereto) and in the event of a legal dispute, such record(ing)s (if any) will have evidential value (serve as evidence). Such record(ing)s, generated by means of Remote Channels, are the Bank's property.

4.3.7. The verification of banking transactions by the Client by means of an SMS code sent by the Bank to the Client's mobile number indicated in his/her application has the same legal force as a written/printed document signed/certified by the Client. Therefore, SMS verification performed by the Client, as well as transaction signing via other Remote Channels, cannot serve as the ground for legal disputes.

4.3.8. After the Client performs SMS verification of banking transaction(s), he/she can apply to the Bank for a hard copy certificate of the transaction(s) that will have the same legal force.

4.3.9. If requested by the Bank, the Client shall submit, in a way acceptable to the Bank, a hard copy/signed document certifying his/her transaction that has been signed remotely not later than within 5 (five) calendar days from the Bank's

request.

4.3.10. The Client agrees that he/she will also use electronic signature (including a qualified/advanced signature), inter alia, using the electronic signature platform Signify, in order to execute/confirm (validate) deals/agreements/documents with the Bank (including those related to banking transaction(s), transfers and/or credit products and/or deposits) and/or execute/confirm (validate) other documents determined by the Bank, pursuant to the rules /limits/terms and conditions set by the Bank as well as the applicable laws.

4.3.11. Deals/agreements/documents(including those related to banking transaction(s), transfers and/or credit products and/or deposits) created and executed/signed electronically shall have the same/equivalent legal status as a written/physical document and a document/deal/agreement bearing the Client's personal signature. Therefore, electronic execution/signature/validation of a document/deal/agreement cannot be a matter of dispute between the Parties.

4.3.12. The Bank / NGT Rocket Solution LLC (ID 405432580, hereinafter "NGT") will process the Client's personal data using the electronic signature platform Signify for rendering services/executing an electronic qualified/advanced signature. The Bank may, inter alia, transfer the Client's personal data to NGT for the purpose(s) envisaged hereunder.

#### **4.4. The Bank may:**

4.4.1. Refuse to execute transactions that contradict the terms hereof and of other agreement(s) concluded with the TBC Concept Client, as well as the effective legislation.

4.4.2. Require the TBC Concept Client to take additional security measures when performing banking transactions and/or using banking services remotely (without visiting the Bank's premises).

4.4.3. Improve at any time the services described herein and revise the terms and details thereof, to which the TBC Concept Client agrees in advance.

4.4.4. Reach the Client via Remote Channels in order to provide him/her with various kinds of information and/or offer banking services.

4.4.5. Take a unilateral decision whether to execute/ refuse to execute the Client's instructions and/or provide/refuse to provide banking services.

4.4.6. Before executing the Client's remote instruction, contact the Client to verify the instruction either by means of Remote Channels or with the help of the Banker or any other bank officer.

#### **4.5. The Bank shall:**

4.5.1. If requested by the TBC Concept Client, provide him/her with details of banking facilities or transactions used/performed by the Client.

4.5.2. Provide the TBC Concept Client with high quality advice in due time regarding banking facilities, so that the Client could choose the financial facility best suited for him/her.

4.5.3. Keep confidential the information about the TBC Concept Client and his/her accounts as prescribed by the law.

## **5. Validity of the Agreement and Additional Terms and Conditions**

5.1. This Agreement shall be valid for an indefinite period of time.

5.2. The termination of this Agreement can be initiated by the Parties in compliance with the terms and conditions hereof and/or as prescribed by the law.

5.3. Under Force Majeure events (such as flood, earthquake, fire, strike, military actions, blockade, unavoidable/insurmountable circumstances due to government acts and measures), either of the Parties shall immediately notify the other Party thereof if such events may cause or have caused delay in the performance of contractual obligations.

5.4. If the Agreement is terminated unilaterally, the initiating Party shall notify the other Party thereof either in writing (by means of a hard copy document) and/or via Remote Channels not less than 30 (thirty) calendar days in advance.

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.

5.6. If any of the articles/ paragraphs of the Agreement is terminated and/or rendered void due to legislative changes or other reasons, all other articles/ paragraphs of the Agreement shall remain in force. The voidance of any part hereof shall not result in the voidance/termination of the entire Agreement or any other part hereof.

5.7. All other issues not envisaged herein are subject to the Agreement on Banking Transactions for Individuals and the effective law of Georgia.

5.8. The Bank may unilaterally make amendment(s)/addition(s) to this Agreement provided a respective notification is sent/provided to the TBC Concept Client via remote channels / respective amendment(s)/addition(s) are published on the Bank's website ([www.tbcbank.ge](http://www.tbcbank.ge)) 10 (ten) days before the amendment(s)/addition(s) are executed (take effect).

5.9. The Parties agree that this Agreement will be terminated/revoked if the Client's does not pay the fee envisaged in the Subscription Application (if such exists) for 6 (six) months.

## **Annex N1**

### **1. Banking services (including transactions) available through transaction signing/verification via Remote Channels:**

Client can

- 1.1. Open/close/cancel accounts and deposits.
  - 1.2. Apply for/renew/cancel payment card(s).
  - 1.3. Make transfers/foreign exchange transactions in compliance with terms and conditions, rules and limits set by TBC Bank JSC."
  - 1.4. Add a new currency account to the payment card; change the preferred currency; block/unblock the payment card.
  - 1.5. Register/sign up for online facilities (except mobile banking and Digipass).
  - 1.6. Make changes to/ cancel online facilities (except mobile banking and Digipass).
  - 1.7. Apply for/cancel payment card security services.
  - 1.8. Generate account statement(s)/certificates.
  - 1.9. Apply for/make changes to/cancel a tariff package; change the main account linked to the tariffpackage.
  - 1.10. Accept/cancel travel insurance offered by insurance companies.
  - 1.11. Accept credit facilities offered by the Bank.
2. The Client acknowledges that banking services envisaged herein are subject to the Bank's approval and require the signing/verification of transactions (including bank credit agreement(s) and amendments thereto) as specified by the Bank.
  3. The Client authorizes the Bank to define independently, at its own discretion, the rules for transaction signing/verification via Remote Channels (including for credit agreements and amendments thereto) and undertakes to follow the Bank's instructions in order to receive respective services.