

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 line with Paragraph 8.5 of the Agreement

Paragraph 8.8 of Article 8 of the Agreement be amended to read as follows:

„8.8 All notifications must be delivered in writing or otherwise as indicated in this Agreement. A written notification must be delivered to the Party to the address last known to the sender. The Bank may also use other means of communication (including electronic, digital, telephone, SMS texts, Push Notifications (directly sent to the Client’s mobile phone number. A detailed description of Push Notifications (including activation/deactivation) is provided in the Bank’s different information channels (including the Bank’s website: <https://www.tbcbank.ge/web/en/web/guest/sms-banking>)), etc.).“

Sub-Paragraph 8.8.5 be added to Paragraph 8.8 to read as follows:

„8.8.5 The Client declares and confirms that they agree to receive information/notifications subject to sending/delivery via SMS texts in the form of Push Notifications. Furthermore, Push Notifications shall have the same legal effect as stipulated in this Agreement for SMS texts.“

Sub-Paragraph 8.8.6 be added to Paragraph 8.8 to read as follows:

„8.8.6 The Client confirms that the Bank has provided them with full information regarding the alternative way (Push Notifications) of receiving the service (the SMS Service) envisaged in Article 13 of the Agreement. Notification of customers by means of push messages/notifications is fully subject to service terms and conditions envisaged in Article 13 of the Agreement. Furthermore, the Client is entitled to choose at their own discretion the channel/source of notification/information (SMS/Push Notifications).“

Paragraph 8.18 of Article 8 be amended to read as follows:

„8.18 The Parties agree upon and set arbitration rules and procedures in accordance with provisions hereunder (the arbitration clause). Arbitration rules and procedures shall comply with the regulations of the permanent arbitration institution unless this Agreement provides for other arbitration rules and procedures or sets different and/or additional arbitration rules and procedures as compared to those envisaged by the regulation of the permanent arbitration institution. Furthermore, the process of arbitration shall follow the version of the arbitration agency regulations effective as of the date of admission of the claim. The arbitration shall follow the legal norms provided for by the Law of Georgia. The language for arbitral proceedings shall be Georgian, and the dispute must be decided by a sole arbitrator. If the value of the subject matter in dispute does not exceed GEL 30 000 (twenty thousand) or its equivalent in foreign currency based on the NBG official exchange rate on the day of submitting the arbitration claim, the arbitration will be conducted without hearing (a form of arbitration proceeding) in compliance with the regulations of the arbitration institution. Before the commencement of arbitral proceedings or at any stage thereof until the final arbitral award is issued, the Party may file a motion to the permanent arbitration institution or the arbitral tribunal, once appointed, to issue interim measure(s). The interim measures issued by an arbitration institution (or an arbitral tribunal) are binding and enforceable under the Writ of Execution issued by the arbitration tribunal. The Parties agree that the interim measures are binding and do not require the Party to apply to a court for recognition and enforcement thereof. Unless specified by the regulations of the permanent arbitration institution and/or the applicable legislation, decisions on arbitral proceedings relating to the issuance of arbitral award shall be made by the Chair of the permanent arbitration. The arbitral award shall enter into force upon its issuance and may not necessarily include motivation.“

Paragraph 8.21 of Article 8 be amended to read as follows:

„8.21 The parties agree that they shall communicate with the court of law and/or the court of arbitration and/or the arbitrators in writing including by electronic mail (electronically). The Parties agree that any official notification associated with this Agreement, including refusal, cancellation/voidance or termination hereof, as well the granting of an additional/remedial term for the fulfilment of liabilities and the Bank’s unilateral decision on interest increase, shall be considered carried out if delivered to the Party in writing including by electronic mail to the email address indicated in Details of the Parties hereunder or provided by the Client by any source/channel whatsoever. The Client agrees that the court or the arbitral tribunal (arbitrator) shall summon the Client and deliver court/arbitration notice, documents related to court or arbitral proceedings and the judgment/ arbitral award in writing including by electronic mail to the email address indicated in Details of the Parties hereunder or provided by the Client by any source/channel whatsoever. If a notification is sent to the Party by electronic mail at the email address indicated in Details of the Parties hereunder or provided by the Client by any source/channel whatsoever, the receipt thereof (delivery to the Party) shall be confirmed by an extract from the device and/or a confirmation received by means of the device. The Client agrees that the notification sent by email to the electronic mail address indicated in Details of the Parties hereunder or provided by the Client by any source/channel whatsoever shall be deemed delivered if the receipt (delivery to the Party) is confirmed by an extract from the equipment and/or a confirmation received by means of the device. “

Sub-Paragraph 14.4.8 of Article 14 be amended to read as follows:

„14.4.8 The The Bank has the right to notify the Deposit Holder about the expiration of the Deposit by SMS or otherwise as envisaged in the Agreement. The notification will be sent to the Deposit Holder’s mobile phone number indicated in the Deposit Holder’s Application submitted to the Bank at opening the Deposit. The Client shall inform the Bank if they change the mobile phone number. Otherwise, the Bank does shall not be held responsible for the consequences.“

The existing version of Article 22 of the Agreement shall be cancelled (Space Service):

Article 23 of the Agreement (Electronic Signature) be assigned number 22 and its paragraphs/sub-paragraphs be renumbered accordingly.