

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

Article 23 be added to the Agreement to read as follows:

Article 23. Right to Withdraw from Contract/Agreement (Revoke Acceptance of a Product/Service)

23.1. This Article defines the rules/terms and conditions for the customer's right to withdrawal (hereinafter the "Right to Withdraw from Contract/Agreement" or "the Right to Withdraw") in relation to banking product(s) and/or service(s), the terms and conditions of which were agreed between the Bank and the Client / the Agreement was executed via remote communication channel(s) (hereinafter the "Remote Banking Product/Service").

23.2. The Client may exercise the Right to Withdraw from Contract/Agreement without providing a justification for withdrawal within 14 (fourteen) calendar days of receiving the Banking Product/Service. After the mentioned period has passed, the Client is no more entitled to revoke acceptance of remote banking product/service based on the Right to Withdraw.

23.3. To exercise the Right to Withdraw, the Client must apply to the Bank with a relevant application/notification, which must necessarily indicate the Banking Product/Service, in regard to which the Client intends to exercise their Right to Withdraw. The Client can submit the application/notification in a physical form (in writing, in any TBC Bank branch/service center) as well as remotely (via the Bank's remote service channels: the Call Center (+99532 2 272727), internet bank, mobile bank).

23.4. If the Client exercises the Right to Withdraw from Contract/Agreement, the Bank is entitled to impose on the Client, and if so, the Client must pay, service cost(s) / any charges the Bank has actually taken for the provision of the Remote Banking Product/Service before the Client's exercise of the Right to Withdraw (except for the payments to a third-party recipient (an administrative body, notary public, etc.)), prorated for the period during which the Remote Banking Product/Service was provided.

23.5. The Client shall return to the Bank the funds/asset(s) transferred/ handed over to them for use under the Remote Banking Product/Service Agreement within 30 (thirty) calendar days of submitting their withdrawal application/notification.

23.6. The Bank shall fully refund all of the Client's payments charged for the Remote Banking Product/Service (except for the cost(s) envisaged in Paragraph 23.4) within 30 (thirty) calendar days of the Client's submission of the withdrawal application/notification. Furthermore, if the Client fulfils their liability mentioned in Paragraph 23.5 on the last day of the term indicated in the same Paragraph, thus creating the risk of default for the Bank with respect to the Bank's liability described herein (Paragraph 23.6), in view of the objective circumstances unrelated to the Bank, the latter will be entitled to satisfy its liability described herein after the expiration of the aforementioned period (within a reasonable period).

23.7. After the liabilities envisaged in Paragraphs 23.5 and 23.6 are completely and appropriately satisfied, the use of the Remote Banking Product/Service shall be deemed terminated.

23.8. The Bank is entitled to require from the Client, and if so, the Client shall provide within a reasonable period of time, any information/document related to the use of the Remote Banking Product/Service, in regard to which the Client intends to exercise/has exercised the Right to Withdraw.

23.9. The Right to Withdraw Clause stipulated in this Agreement does not apply to credit agreements on specific financial products (credits including overdrafts and credit cards with the total value under 1 000 000 or the equivalent in another currency).

23.10. The Right to Withdraw from Contract/Agreement does not apply to banking products/services related to:

- Currency exchange;
- Money market instruments;

- Outstanding bonds;
- Investment fund's rights offering
- Futures including equivalent instruments settled in cash;
- Forward Rate Agreements (FRAs);
- Interest rate, currency and equity swaps;
- Buying and selling options on any instrument mentioned herein, including equivalent instruments settled in cash, as well as currency and interest rate swaps;
- Documentary operations (LCs, documentary collections, BGs, acceptances, etc.);
- Escrow accounts;
- Factoring;
- Contracts fulfilled by both Parties based on the customer's clear and unequivocal claim before the date the customer exercises the Right to Withdraw;
- Deposit agreements.“