

In accordance with Paragraph 8.5 of the Agreement on Banking Transactions for Individuals (hereinafter the “Agreement”) published on the Bank’s website www.tbcbank.ge, TBC Bank JSC proposes the following amendments (additions) to the Agreement:

Paragraph 7.15 of Article 11 of the Agreement to be revised to read as follows:

„7.15 The Client declares and confirms that the Bank has the right to process the Client’s personal data (including his/her personally identifiable data, financial, contact, etc. information) for direct marketing purposes in compliance with the Privacy Policy (<https://www.tbcbank.ge/web/documents/10184/476942/PRIVACY+POLICY+EN>). Furthermore, the Client is entitled to demand, in the same way (using the same channel) in which (via which) he/she is receiving marketing offer messages, that the sending of offer messages to his/her contact address/number be discontinued. The consent hereunder is valid for an indefinite period of time (until cancellation), while after it is cancelled, the Client will stop receiving tailored offer(s) for goods and/or service(s). If the consent hereunder is cancelled, the processing of the Client’s data will be stopped no later than the 7th business day from receiving a relevant demand.“

Sub-Paragraph 11.3.2 of Article 11 of the Agreement to be revised to read as follows:

„11.3.2 The Client hereby agrees that all telephone conversations with the Client (including all of the Client’s applications/statements/requests for banking information, service registration, editing of the registered data, banking (including a credit) product(s) and/or transaction(s)) shall be recorded in the Bank’s electronic database and in case of a dispute can be used as evidence. A telephone conversation recording shall be deemed to be an asset owned by the Bank since it is generated. It shall be stored according to the rules and for a period of time set by the Bank and the Bank is obliged to provide the Client with access to the record in a form acceptable to the Bank within 10 (ten) business days of receiving the Client’s request letter (this obligation of the Bank only applies to records made from 1 January 2011).“

Sub-Paragraph 12.3.3 of Article 12 of the Agreement to be revised to read as follows:

„12.3.3 If the funds on the card are used (in a cash and/or noncash transaction) in a currency different from the card account currency, the amount will be debited from the card account by way of conversion. Within the Bank’s network, conversion will be done at the Bank’s commercial rate as of the time of transaction authorization (or, in case of the Ertguli Credit Card, at the rate set by the Bank for the card payment system as of the settlement date (the date the amount is settled to the client’s account(s))), while outside the network, Visa and MasterCard rates will be applied. For the purposes hereof, the „Bank’s Network“ refers to TBC Bank JSC and the Partner Banks (a list of the Partner Banks is available on <http://www.tbcbank.ge/web/en/web/guest/card-conversions>). Relevant examples are provided on <http://www.tbcbank.ge/web/en/web/guest/card-conversions>.“

Sub-Paragraph 12.3.12 of Article 12 of the Agreement to be revised to read as follows:

„12.3.12. If the payment order amount on the Client’s card transaction (excluding the Ertguli Credit Card) exceeds the balance in the corresponding currency account (or there is a zero balance in the account), the payment order amount will be nevertheless fully deducted from the corresponding currency account (if any). If the card transaction amount placed on hold matches the transaction amount, before debiting, the amount necessary for processing the transaction will be collected from the corresponding currency account. Conversion between different currency accounts, according to the preferred currency order set on the account, will be done at the Bank’s commercial rate as of the time of payment. Relevant examples are provided on <http://www.tbcbank.ge/web/en/web/guest/card-conversions>. If the card transaction amount placed on hold (excluding the Ertguli Credit Card) does not match the transaction amount, during the processing, a negative balance equal to the difference will occur in the corresponding currency account. The negative balance will be zeroed out from the first preference currency account. If the balance in this account is not sufficient, the negative

balance will be covered from the next preference currency account. Conversion between different currency accounts shall be carried out at the commercial rate set by the Bank at the time of payment. Relevant examples are provided on: <http://www.tbcbank.ge/web/en/web/guest/card-conversions>.”

The title of Article 31 of the Agreement be revised to read as follows:

„31. P2P – Internet/Mobile Bank Payments“

Sub-Paragraph 31.1.1 of Article 31 of the Agreement to be revised to read as follows:

„31.1.1 P2P – Internet/Mobile Bank Payments are banking transactions (incoming/outgoing money transactions) in the national currency that can be conducted after the Client adds their debit/credit card(s) issued by Financial Institution(s) operating on the Georgian territory (hereinafter the FI(s)) to their (the Client’s) internet/mobile bank. The transactions can be carried out from the Client’s account(s)/card(s) to FI card(s) and/or from FI card(s) to the Client’s account(s)/card(s) and/or between the FI card(s), at any time of day, according to the procedure(s)/limit(s) set by the Bank.“

Sub-Paragraph 31.1.2 of Article 31 of the Agreement to be revised to read as follows:

„31.1.2 The service is available to Clients who are internet/mobile bank users and hold credit/debit card(s) issued by FI(s).“

Sub-Paragraph 31.1.3 of Article 31 of the Agreement to be revised to read as follows:

„31.1.3 The terms of service/procedures (including a detailed guide for adding FI card(s) to one’s internet/mobile bank, service tariffs/rates, etc.) are published on the Bank’s website <https://www.products.tbconline.ge/24-7-transfers> and are an integral part of this Agreement.“

Sub-Paragraph 31.2.1.2 of Article 31 of the Agreement to be revised to read as follows:

„31.2.1.2 The Client may not add third party cards (cards used/held by a third party) to their (the Client’s) internet/mobile bank. The Bank shall not be held responsible for the Client’s activities carried out in violation of the clause/restriction set out herein and the respective consequences (including any damage/loss that may be caused to the Client and/or the third party).“