



## **Agreement on Carrying out Banking Operations for Individuals**

### **1. SUBJECT OF THE CONTRACT**

- 1.1 The Bank (TBC Bank JSC, Identification No. 204854595; Banking license No. 85; website: [www.tbcbank.ge](http://www.tbcbank.ge); email address: [info@tbcbank.com.ge](mailto:info@tbcbank.com.ge); Supervisory authority: National Bank of Georgia; Address: 2 Sanapiro Street, Tbilisi; website: [www.nbg.gov.ge](http://www.nbg.gov.ge)) will open account(s) for the Client, process his/her banking transactions and provide services envisaged by this Agreement on terms and conditions set forth herein.
- 1.2 For receiving the services described herein the Client applies to the bank by filing a relevant written/electronic application (including, through remote channels of the Bank) or in any other form hereunder/offered by the Bank to the Client/agreed between the Bank and the Client to simultaneously confirm that he/she is thoroughly familiar with and agrees to the provisions of this Agreement, as well as all amendments and additions thereto, whereby he/she joins the mentioned Agreement; For taking a decision, the Bank is entitled to require of the Client the submission of any additional information and/or documents. The Bank reviews the Client's application and in case of taking a positive decision, it starts the provision of service under the application for the Client within 2 (two) business days of receiving the application.
- 1.2.1 The Bank may refuse to provide a service to the Client and/or to process banking transaction(s) without explaining the reason(s) to the Client. The Client's completion/submission of the application and provision of additional documents do not obligate the Bank to render any or all of the services hereunder to the Client and/or validate/complete the banking transaction performed/initiated by the Client.
- 1.3 Opening of the account(s) shall be performed on the basis of the client's application and other necessary documents determined by the legislation (after submitting those to the bank). The client shall be fully responsible for the authenticity of the documents supplied to the bank.
- 1.4 Under the rules and procedures established by the Bank, the account(s) can be remotely opened, (through the application made by telephone, , by signing an application on opening an account/ confirming an SMS message, internet-banking, various remote/electronic communication channels, or/and other means of communication) in case the customer has already opened the account in the bank. Before the relevant documents become available (before submitting them to the bank) for the remotely opened accounts, only the transfer operations are allowed to be performed, except for the cases stipulated by the legislation.
- 1.5 Under the law of Georgia On Deposit Insurance System, from 1 January 2024 funds available in the deposit/account of all deposit holders, regardless of the number of the deposits/accounts at each commercial bank and micro bank are insured and will be reimbursed by the Deposit Insurance Agency up to 30 000 GEL. The funds available in all accounts of all deposit holders at the commercial banks and micro banks are automatically insured without charging an additional fee. For more information, please visit LEPL Deposit Insurance Agency's website: [www.diagency.ge](http://www.diagency.ge)
- 1.6 Useful information for customers is available on the National Bank of Georgia's website [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) and via hotline – 032 2 406 406.
- 1.7 During the validity term of the Agreement, service/products terms/information hereunder is provided and/or the communication with the Client is carried out in the English language unless otherwise agreed additionally by the Parties regarding the execution of relations in another language.

### **2. Deposit and transfer of funds on the account and performance of other banking operations**

- 2.1 The funds may be transferred into the client's account in cash or through non-cash operations.

- 2.2 In the event the client identification data as stated in an incoming bank order does not fully coincide with the information on the client held with the bank, the funds received will be transferred by the bank to “indefinite account”. The bank shall further carry out all necessary investigations in order to determine the recipient of the funds and in case of correction of the inconsistency within two documentary data above will transfer the funds to the client’s account. If it becomes impossible to correct the data accordingly, the funds shall be returned to a remitting party.
- 2.3 If the bank transfers funds erroneously to the client’s account, the client shall inform the bank and return the funds to the bank promptly after receipt of information on such transfer. The client shall otherwise be held accountable in accordance with this agreement and relevant legislation.
- 2.4 The Bank ensures that deposits and/or transfers to the Client’s accounts, the Client’s transfer(s) to a different account or the Client’s cash payment(s) to the recipient’s accounts are cleared and settled no later than the next/subsequent banking day.
- 2.5 Rules of banking operations performed by a client and confirmed via SMS code are determined in accordance with provisions of Article 13.
- 2.6 The Bank may refuse to process the Client’s order/instruction and notify the Client thereof in any form whatsoever, including in the following cases:
- 2.6.1 The Client’s complete identification is not possible;
- 2.6.2 The order/instruction has been drawn up/set up in violation of the rules effective at the Bank or contains inaccurate information (instructions);
- 2.6.3 The amount indicated in the order/instruction exceeds the amount the Client has transferred to the Bank and/or the Bank’s limits;
- 2.6.4 The Bank has doubts that the Client is attempting an unlawful transaction;
- 2.6.5 The refusal is envisaged in the law.
- 2.7 The Client (the Payee) is entitled to submit a request to the Bank for the restriction of money transfers to his/her account from the third-party (the Sender’s/Payer’s) account via Mobile/Internet Bank. The Client can apply for this restriction via any of the following channels: a) submit an application in a service center; b) submit an application via the Contact Center; c) send a notification/message via a digital channel; or d) contact his/her banker via email. The application must include the Sender’s/Payer’s following unique identifiers: a) IBAN; or b) ID number; or c) for non-residents – passport number.
- 2.8 If the Client submits the application referred to in Paragraph 2.7 of the Agreement and the Bank approves it, the Sender (the Payer) will not be able to send money/make a payment to the Client’s account. The Client (the Payee) shall bear the responsibility for applying the restriction against the Sender (the Payer) as well as for the consequences of non-fulfilment of the monetary liabilities. Upon the Sender’s (the Payer’s) inquiry regarding the payment issue, the Bank is entitled to inform the Sender (the Payer) that the payment transaction has been restricted at the Payee’s request.
- 2.9 The Bank is entitled not to impose the restriction referred to in Paragraph 2.7 of the Agreement or to cancel it at any time, including based on legitimate grounds. The Payee must apply to the Bank with the restriction cancellation request on his/her own. Unless the Bank cancels the restriction based on its own decision, the restriction will remain in effect until the Client (the Payee) applies for its cancellation.

### **3. CHARGING-OFF FUNDS FROM AN ACCOUNT**

- 3.1 The bank generally debits funds from an account at the consent, permission, instruction or demand of the client pursuant to the terms and conditions of this agreement.
- 3.2 However, funds can be debited from the client’s account without further consent from the client under the following circumstances:
- 3.2.1 for payment of commission fees and/or fines, in accordance with the current tariffs of the bank;
- 3.2.2 For refunding of the amounts transferred by mistake or/and through breaching of the requirements of the legislation, or/and suspicious amounts;

- 3.2.3 for payment of funds against settlement of the outstanding debts or obligations of the client towards the bank (the settlement amount in different currencies shall be determined in accordance with the commercial exchange rate established by the bank at the time of carrying out the respective transaction); In addition, the customer accepts that the bank is not liable to write off the amounts from the customer's account(s) without the order of the customer, for the purpose of meeting any liability of the customer;
- 3.2.4 in other cases provided by the current legislation and/or agreement, arrangement and/or other kind of document between the client and the bank (for instance: in case of availability of encashment order).
- 3.3 A banking order issued by the client to the bank can be cancelled only with the consent of the bank and only if such order has not been fulfilled yet and if such cancellation does not contradict to the existing Georgian legislation or the nature of the obligation towards which it has been issued.
- 3.4 The Bank shall have the right to refuse performing the Customer's order and inform the Customer thereof in in any form whatsoever, including if:
  - 3.4.1 it is impossible to fully identify the client;
  - 3.4.2 the order is formulated or issued in breach of the established in the bank rules or contains inaccurate information (instructions);
  - 3.4.3 the amount indicated in the order exceeds the actual funds available in the account or the limits established by the bank;
  - 3.4.4 the bank suspects that the order is designated for effecting an unlawful operation.
  - 3.4.5 the above said has been provided for by legislation or the client has a monetary obligation (liability) before the bank.
- 3.5 For the purposes of withdrawal of funds from an account, generally the outgoing cash order / check (both standard or special) is used.
- 3.6 In order to withdraw funds from an account the client is entitled to use special form of outgoing cash order (hereinafter the "special order") received in advance from the bank and to be filled in by the client.
- 3.7 The client shall be under obligation to:
  - 3.7.1 maintain safety of the special orders;
  - 3.7.2 not to permit transfer of the special orders to third parties without first filling it in;
  - 3.7.3 follow the rules on filling in of the special orders.
  - 3.7.4 to immediately notify the bank of the loss of a special order(s)
- 3.8 Funds can be withdrawn from the account on the basis of a special order within 180 (one hundred eighty) calendar days from the execution thereof by the client.
- 3.9 The bank may not issue the amount, if the signature put on the special order cannot be matched with the sample of the customer's signature.
- 3.10 Under this contract, the customer authorizes the bank to convert and/or transfer funds between the customer's accounts without the need for the customer to submit to the bank an additional order, if necessary, when the bank performs procedures by the customer's assignment.
- 3.11 The special order filled in violation of the procedures for filling a special order shall be considered incorrectly filled in. If a special order is filled in incorrectly or any amendment is made to the text of the special order, the latter shall be considered invalid, and the bank may not execute the request of the customer or the person providing the special order to cash out the amount. The same procedure applies, if a special order, according to the bank, is damaged.

#### **4. COMMISSIONS FOR BANKING SERVICES**

- 4.1 Financial relations between the client and the bank are subject to the bank tariffs and agreements between the client and the bank. The client shall pay the bank respective commission fees for account management, operations effected from such an account and performing services stipulated hereunder in accordance with current tariffs or fees established by the bank (service, commission and other kind of fees) or as may be determined under additional agreement between the parties.
- 4.2 Upon cancellation of any of the services stipulated hereunder the service fees (commissions) already paid by the client to the bank shall not be refunded.

- 4.3 The bank shall have the right to offer to the client the Tariff Plan, which implies obtaining the right to utilize several banking services simultaneously and with privileged prices in exchange for paying fixed commission. The client can register for Tariff Plan by way of filling in special application form. By filling in the application on Tariff Plan the client will automatically express its consent to utilization of services listed in Tariff Plan. Thus, submission of the application (as stipulated in paragraph 1.2 hereof) for each service will no longer be required. In case of cancellation of the Tariff Plan for different reasons, all additional benefits related to the use of the Tariff Plan (including, the increased interest accrued on a savings account) will be cancelled
- 4.3.1 If the Subscription Plan fee remains outstanding for 6 (six) months, the Bank may cancel cards included in the Plan and revise the tariffs/rates on other product(s)/service(s) under the Plan to equal the standard tariffs/rates effective at the Bank for respective product(s)/service(s).
- 4.3.2 The Bank is authorized not to satisfy the Client's request for the cancellation of the Tariff Plan if the Client does not completely fulfill/settle the obligations/liability related to the use of the product(s)/service under the Tariff Plan, including the application on Tariff Plan.

## 5. OBLIGATIONS AND RIGHTS OF THE PARTIES

### 5.1 The client shall be under obligation:

- 5.1.1 to notify the bank promptly of any change and amendment to the documents and information provided to the bank, as well as to notify the bank in writing of change of persons entitled to manage the accounts or receive information from the accounts and attach the relevant documents to the notification. Prior to the receipt of the notification on the amendment and the attached documents the bank shall perform operations based on the documents and signature samples formerly supplied to the bank;
- 5.1.2 to promptly notify the bank in writing or through the internet-banking or contacting the Call Center of the bank (to the following number: +99532 272727) of any change as to the address, phone number, e-mail address and/or other contact information;
- 5.1.3 upon opening of each new account to supply to the bank the documents required thereby in accordance with the client's tax/entrepreneurial standing;
- 5.1.4 to use account designated for entrepreneurial purposes solely in case of relevant tax/entrepreneurial standing. The client shall otherwise not be entitled to use the account for entrepreneurial purposes;
- 5.1.5 If requested by the Bank, immediately supply/present/transfer to the Bank the information related to the client and the banking transactions performed by the latter, a signed original of any and all documents (invoice, agreement, letter and/or etc.) or a properly certified copy thereof (the client shall be held responsible for the authenticity, accuracy and legality of the information/document(s));
- 5.1.6 to comply with the conditions of this agreement;
- 5.1.7 to comply with the procedures described in the sources disseminated by the bank;
- 5.1.8 to pay the commission fees on time;
- 5.1.9 to sign and submit to the bank in no later than 3 (three) calendar days after receipt of the request from the bank any kind of document necessary for the latter to effect its rights and carry out the obligation(s) of the client hereunder;
- 5.1.10 Fully reimburse any and all costs related to conclusion, attestation, registration, execution and cancellation of this agreement and any other agreement signed within the scope hereof and/or the costs incurred by the bank due to the client's default on obligations assumed by this agreement (including the client notification costs).
- 5.1.11 To act according to the rules under the Bank's Employee Discrimination, Violence and Harassment Policy (<https://tbcbank.ge/en/employee-protection-policy>) in relations with the Bank.

5.2 The Client is aware of the possible consequences of providing false, imprecise, incomplete and/or unconfirmed information

### 5.3 The bank shall be under obligation:

- 5.3.1 to provide the client with information on the status of the client's account upon its request;
- 5.3.2 to perform the client's instruction according to this agreement and relevant legislation;

- 5.3.3 to observe the conditions of this agreement.
- 5.4 The client shall be prohibited from using any service provided hereunder for illegal purposes, including for a purchase of goods or service that are prohibited under the laws of Georgia.
- 5.5 The Bank does not have the obligation to provide the Client with information that is beneficial for the Client;
- 5.6 By signing an application on opening an account/ confirming an SMS message the Client confirms that the information provided therein is true and correct, and fully expresses the account/card holder's will
- 5.7 By signing an application on opening an account/ confirming an SMS message, the Client agrees that the Bank will open a current (payment) and/or call deposit account (in any currency) for transferring money to/from the deposit account an/or for the purpose of credit repayment. This means that by signing an application on opening an account/ confirming an SMS message, the Client agrees to all terms and conditions related to the account in question, including standard tariffs
- 5.8 Policy for the prevention of tax evasion:
- 5.8.1 Parties declare and guarantee that:
- 5.8.1.1. Each of them as well as their related persons shall conduct their activities in good faith and lawful conduct, observing high standards of ethics. Parties have zero tolerance policy towards corruption, tax fraud, facilitation of tax evasion in any form and any other kind of criminal acts and keep the above-mentioned issues under permanent control.
- 5.8.1.2. Parties, as well as persons connected to them: authorized persons, representatives, shall not participate in any activities, which may facilitate of (direct or indirect) corruption, tax fraud and tax evasion in any form.
- 5.8.1.3. None of them or their Associated Persons have been found guilty and/or accused in corruption, tax fraud and facilitation of tax evasion cases.
- 5.8.1.4. A breach of any provision of the above Policy may lead to the termination of both this contract and any previous agreement between the Parties. However, such termination does not relieve the infringing party and/or member of its authorized person, representative, , of the liability and the corresponding sanctions, as provided by the legislation (Including potential criminal responsibility). In addition, the Parties confirm that a Party shall not be liable for an action of an authorized person, or an associated person, if the person was not acting on behalf and by order of the Party.
- 5.8.1.5. These representations and warranties shall remain in force until the Parties to this Agreement duly and timely fulfill the provisions of this Agreement and/or all other agreement(s) previously concluded by the Parties, in spite of full or partial termination of such agreement(s).
- 5.8.1.6. Any party shall immediately inform the other side of the circumstance(s), which may result in a contradiction and/or violation of these guarantees, as well as the occurrence of any events or circumstances that may endanger due full and due fulfillment of the obligations under the Agreement(s).

## **6. RESPONSIBILITIES OF THE PARTIES**

- 6.1. The parties shall be responsible for full and timely compliance with their duties hereunder in accordance with this agreement and the laws of Georgia.
- 6.2. – The Bank is responsible to the Client for administering banking transactions accurately and in a timely manner. If the Bank breaches transaction deadlines, it will incur a penalty equal to 0.5% of the transaction value per each banking day overdue, or as envisaged by law.
- 6.3. If the obligation set forth in Paragraph 2.3 hereof is not fulfilled in due time / the Client fails to return the amount that has been wrongly transferred to his/her account within 5 (five) business days of the Bank's notification thereof, the Client shall pay the Bank a penalty equal to 0.05% of the amount at issue per day of delay, pursuant to Paragraph 2.3 hereof.

- 6.4. Payment of the fine does not release the breaching party from performing the duties stipulated hereunder.
- 6.5. The bank is not responsible:
- 6.5.1. for the failure to perform an instruction (including when international transfers are made by the clients):
- 6.5.1.1. in the event it is caused by any action and/or fault of receiving and/or intermediary bank indicated by the client in "payment order" or any other document or by any reason beyond the bank's control;
- 6.5.1.2. Embargo is imposed upon the state, on the territory of which the service bank of the amount recipient (addressee) operates or/and any other restriction is applied, which delays the process of receipt of the amount by the addressee;
- 6.5.1.3. Correspondence bank (through which the transfer is made) refuses to perform the operation or/and the amount to be transferred is detained/blocked for the purpose of enhancing the illicit income legalization and/or for any other purposes.
- 6.5.2. for consequences caused:
- 6.5.2.1. by performing of operations upon the client's instruction
- 6.5.2.2. by malfunction in the client's or any other person's personal computer, telephone set and/or other equipment or hardware (its separate parts or accessories), as well as by malfunction of a software program;
- 6.5.2.3. by telecommunications operator, internet provider and/or any other person;
- 6.5.2.4. by incorrect or incomplete filling in of the order and/or the application by the client;
- 6.5.2.5. by incorrect or inaccurate information provided by the client to the bank;
- 6.5.2.6. by non-performance of its obligations hereunder by the client;
- 6.5.2.7. by non-utilization of its rights granted hereunder by the client;
- 6.5.2.8. by failure on the part of the client to carry out the recommendations issued by the bank.
- 6.6. The parties are relieved from the responsibility for non-compliance with their duties stipulated by this agreement if it is caused by direct influence of insurmountable obstacles, in particular: flood, earthquake, fire, strike, military actions, blockade, acts or actions of the state bodies, etc (force-majeure circumstances). If force-majeure circumstances arise, the parties shall inform each other immediately about such circumstances. The parties shall postpone execution of their obligation hereunder until the eradication of the respective force-majeure circumstances.

## **7. CUSTOMER INFORMATION AND PERSONAL DATA PROCESSING**

- 7.1 The client declares that at the moment of receipt of its application by the bank as per paragraph 1.2 hereof the information submitted to the bank by the client (including information on its entrepreneurial activity, its status as a taxpayer) is authentic, accurate, complete and exhaustive. The client shall immediately notify the bank of any change in its identification data, contact information, status or entrepreneurial activity.
- 7.1.1 The client declares and confirms that:
- 7.1.1.1 he/she is duly authorized to conclude and execute this contract;
- 7.1.1.2 he/she is not involved in any court proceedings (as a plaintiff, defendant or a third party) that endangers fulfillment of a customer's obligations, or the customer's property and/or assets;
- 7.1.1.3 he/she will not refuse to fulfill the obligations provided for by this contract, also will not transfer his/her obligations to a third party. In addition, this provision does not stipulate that the customer/borrower shall personally fulfill the obligations, and does not exclude the bank's right to accept the performance proposed by a third party and for these purposes, the customer/borrower agrees that the bank provide the third party with information on the current liabilities/duties of the customer/borrower.
- 7.1.1.4 Upon concluding this contract, he/she is not mislead, cheated or exposed to the violence or threat applied against him/her;
- 7.1.1.5 he/she is aware that provision of false and/or incorrect (irrelevant to the truth) to the bank is subject to punishment under the Criminal Code of Georgia and constitutes sufficient grounds for the termination of this contract.
- 7.1.1.6 Anytime before the execution of this Agreement and/or during the validity period hereof, the Client and/or the Persons affiliated therewith (including, for the purposes of this paragraph, any person that, according to the

Bank's assessment and inter alia, with regard to the purpose of the sanction(s), may have an influence on the person in question, or his/her/its decision(s), and/or directly or indirectly hold and/or control that person by way of close business, personal or other connections:

- 7.1.1.6.1 Are/will not be included in the list of the sanctioned persons (hereinafter the List of the Sanctioned Persons) by the United Nations (UN) and/or the European Union and/or the United Kingdom (United Kingdom of Great Britain and Northern Ireland) and/or the USA and/or Georgia and/or any other state and/or international organization (hereinafter jointly and individually referred to as the Authorized Person(s)), and/or is not/will not be subjected to a sanction (for the purposes of this paragraph, a sanction inter alia includes restriction, policy, prohibition, or other requirements set by the Authorized Persons).
- 7.1.1.6.2 Are not/will not be residents of a state subjected to the Authorized Person(s) comprehensive trade sanctions/restrictions.
- 7.1.1.6.3 Has not entered/ will not enter into any deal (including, will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with any person and/or association that is/will be included in the Sanction List/is subjected to a sanction and/or is a resident of a state and/or operates on the territory subjected to comprehensive trade sanctions/restrictions.
- 7.1.1.6.4 Has not entered/ will not enter into any deal (including, will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with regard to the party/property/asset/goods/services subjected to comprehensive and/or targeted and/or sectoral sanctions/restrictions.
- 7.2 The Client hereby consents, for simplifying service provided by the bank, through quick payment terminals, with identification based on birth date and personal number, to receive of limited information about the bank products of the Client, current (monthly) loan due payments without showing total outstanding payments, information about accounts/plastic card(s) by showing final 4 digits of account(s) / plastic card(s) number(s).
- 7.3 The Client hereby consents, for simplifying service provided by the bank, through the quick payment terminals, with identification based on plastic card and/or pin code of the Client, to receive information about the Client's bank products, current loan(s) outstanding payments, total loan outstanding payments, information about account(s) and plastic card(s) and amounts available thereon, make transfers between own accounts and for payment of different services or fees, also information about the proposals made by the bank for the Client (including credit products) and accept (confirm) desirable offers by fulfilling the bank-established procedures. Prior to accepting the offers, the Bank may set additional mechanisms (requirements) for the client identification, at its own discretion. If the client ignores these additional mechanisms (requirements), he/she will not be able to accept (confirm) the offered bank product (including credit product).
- 7.4 The Client hereby consents, for simplifying service provided by the bank, through ATM(s) to receive information about offers the bank has made to the client (including on credit products) and accept (confirm) desirable offers by fulfilling the bank-established procedures valuably, by means of identification of the client's plastic card and/or PIN code at ATM. Prior to accepting the offered bank product (including credit product), the bank may set additional mechanisms (requirements) for the client identification, at its own discretion. If the client ignores these additional mechanisms (requirements), he/she will not be able to accept (confirm) the bank product (including credit product)
- 7.5 The bank shall not be under the obligation for client's personal information (private number and birth date or plastic card and/or PIN code) being received by a third person via ATM or quick payment terminal.

## **7<sup>1</sup>. Personal Data Processing**

- 1. **Terms used in this Article shall be construed as follows for the purpose of this Article and the Agreement:**
- 1.1. **Personal data** (hereinafter the "Data") – any type of personal data envisaged by the Law of Georgia on Personal Data Protection, including special category data, as well as information qualified as bank secrecy.
- 1.2. **Data processing** – any operation performed on personal data, including collecting, obtaining, accessing, photographing, video monitoring and/or audio monitoring, organizing, grouping, interconnecting, storing,

altering, retrieving, requesting for access, using, blocking, erasing or destroying, and disclosing by transmission, publication, dissemination or otherwise making available.

- 1.3. **Consent** – upon receiving relevant information, a consent freely and unambiguously expressed by a data subject either verbally or in writing (including via a telecommunication or other relevant channel) regarding the processing of his/her data, including through third-party data transfer, for a specific purpose.
- 1.4. Other terms used herein shall be construed as defined by the Law of Georgia on Personal Data Protection.
2. The Bank will process personal data in compliance with the Bank's Privacy Policy (hereinafter the "Policy") and the laws of Georgia.
3. Types of personal data, data processing purposes and grounds, data security standards, source of data harvesting, data subject rights, rules for third-party data transfer, data retention periods and other questions related to personal data processing are governed, along with this Agreement, by the Bank's Policy published on the Bank's website: <https://tbcbank.ge/en/privacy-policy>.
4. The Client agrees that he/she is aware of the Policy published on the Bank's website, which is an integral part of the Agreement and any reference to the Agreement includes a reference to the Policy as well.
5. The Client shall provide the Bank with complete, exhaustive and accurate information/data required to execute and implement the Agreement, including the Client's identification data, address, contact information – telephone number, email address, etc. the Client shall immediately notify the Bank of any changes in the information/data he/she has submitted to the Bank. The Client shall bear responsibility for the data/information being accurate, complete, exhaustive and updated.
6. **Consent to Data Processing**
- 6.1. The Client agrees and authorizes the Bank that the Bank, or, if relevant prerequisites exist, the Duly Authorized Party, can process his/her personal data according to the rules envisaged by law and the provisions of this Article, for the following purposes:
  - 6.1.1. To discuss the Client's application, complaint and/or request/claim;
  - 6.1.2. To exercise the right and meet the obligations arising out of the precontractual or contractual relations with the Client, as well as to offer the client/prepare future contractual relations;
  - 6.1.3. To provide banking services, as well as create a new product/ improve a product;
  - 6.1.4. To perform creditworthiness analysis so that the Bank can discuss the possibility of providing the Client with banking products;
  - 6.1.5. To obtain the Client's signature, including electronical;
  - 6.1.6. To monitor banking products issued to the Client or the related party.
  - 6.1.7. To receive services from the payment system/scheme/network (Visa, Mastercard, etc.), the intermediary bank and/or any other system operator while providing services to the Client;
  - 6.1.8. To ensure that Client can participate in marketing campaigns, has access to offers/benefits and various services offered by the Contractor.
  - 6.1.9. To ensure that the Client can participate in loyalty programs run by the Bank's partner merchants'/contractors' stores/facilities;
  - 6.1.10. To ensure that the Client can participate in the Bank's loyalty programs including those run together with the Bank's partner companies;
  - 6.1.11. To offer the Client a tailored banking product; direct marketing;
  - 6.1.12. To ensure security for the Client and the Bank.
- 6.2. Personal data can also be processed for the following purposes:
  - 6.2.1. For the Bank to meet its obligations under law;
  - 6.2.2. To protect the Client's and the Bank's legitimate interests;
  - 6.2.3. For other purposes envisaged by law.



- 6.3. The Client agree and authorizes the Bank to process special category data if this is necessary for achieving the purposes envisaged by law and the Agreement. Special category data processing shall be done according to the rules/procedure envisaged by law and after obtaining the data subject's consent in an appropriate form.
- 6.4. The Bank is entitled to:
- 6.4.1. Process the Client's voice and/face biometrics during customer authentication in order to protect the Client's confidential information and property, as well as to comply with its legal obligations concerning customer identification/verification.
- 6.4.2. Take a photo of the Client, record the Client's video or his/her voice for the purpose of customer property protection and security, as well as for customer identification/verification, at any service center of the Bank, as well as while providing services via an ATM, self-service kiosk, remote channel or any other channel; also, monitor the Client's phone call during the Call Center service for service quality improvement purposes.
- 6.4.3. Process the Client's personal data, including when the Client is a legal entity representative, shareholder, partner, the Client's attorney or principal, according to the rules/procedure and for the purpose envisaged by the Agreement;
- 6.4.4. In compliance with the applicable laws, take a profiling-driven decision that will have legal as well as other material consequences for the Client.
- 6.4.5. During client interactions, the Chatbot collects and processes both received and delivered information. The data collected are processed in compliance with the personal data processing rules.
- 7. Data Processing through Direct Marketing**
- 7.1. **The Client represents and warrants that the Bank is authorized to process the Client's personal data (including personally identifiable information, financial, contact information and/or the data generated through the processing thereof, including customer profile/segment information) through direct marketing, offer the Client personalized/ tailored products/services and provide him/her with information about the Bank' and/or its partner companies' joint products, services, discounts, campaigns, rewards and other news in compliance with the Bank's Privacy Policy, at the telephone number envisaged by the Agreement (through SMS, phone call and/or video/audio/multimedia message), as well as via other electronic communication channels (email, online platform, website, application, etc.).**
- 7.2. The Client is entitled to withdraw his/her consent to data processing through direct marketing at any time and in any way indicated below. The Client's consent to data processing through direct marketing shall be effective until it is cancelled/withdrawn, while after withdrawal, the Client will not be able to receive tailored notifications regarding service(s)and/or product(s). If the Client withdraws his/her consent indicated herein, his/her data processing for direct marketing will be discontinued within than 7 (seven) business days of consent withdrawal.
- 7.3. The Client may request discontinuation of promotional/marketing messages at any time in any of the ways described below:
- 7.3.1. As indicated in relevant promotional/marketing messages;
- 7.3.2. By visiting a TBC Bank branch;
- 7.3.3. By contacting the Call Center;
- 7.3.4. By sending the Bank a message in Internet Bank > Messages > Personal.
- 8. Third-Party Data Sharing Terms and Conditions**
- 8.1. The Client agrees that without his/her prior or additional consent, the Bank is entitled to process/transfer his/her personal data:

- 8.1.1. To third parties involved in customer services provided by the Bank, as well as to third parties who are the providers of the software applications / technical solutions used by the Bank, based on an agreement made with these parties;
- 8.1.2. To third parties who are the Bank's service providers such as auditors, advisors, consultants, research companies, legal firms within the scope of contractual relations with these parties;
- 8.1.3. Audit companies/external auditors for the purpose of producing audit reports for the Bank as an entity subject to supervision;
- 8.1.4. To international financial institutions (who allocate funds for the Bank) for the purpose of financing, meeting contractual obligations and/or reporting;
- 8.1.5. To card schemes/networks (Visa, Mastercard, P2P service), payment systems, intermediary/receiving bank for service provision purposes;
- 8.1.6. To the Bank's partner merchants, as per the agreement made with them, for the purpose of customer loyalty programs available at their store/facilities (for the Client to be able to participate in the programs);
- 8.1.7. To NGT RockIT Solutions LLC's (ID 405432580) for providing the Signify electronic signature platform service/ for the purpose of signing with a qualified/advanced electronic signature;
- 8.1.8. To Georgian Post LLC and/or other courier /post service companies for ensuring the delivery of the Bank's mail to the addressees;
- 8.1.9. To insurance companies for the purpose of providing the Client with insurance services, as well as for extending and renewing the service;
- 8.1.10. To TBC Bank Group PLC (N10029943) member companies, including TBC Insurance JSC (ID 405042804), TNT LLC (ID 402116474), Marjanishvili 7 LLC (ID 402168998), Space International JSC (ID 402178442) and/or TBC Capital LLC (ID 204929961) for the purpose of offering and providing the Client with various services / products (insurance, valuation, measurement, etc.);
- 8.1.11. To payment service providers, payment agents as well as persons/entities in charge of customer identification/verification during payment service provision, in order to make payment services /remote services (via ATMs, self-service kiosks, etc.) accessible to the Client;
- 8.1.12. To money transfer providers/ payment service providers to facilitate the Client's receipt/collection of remittances;
- 8.1.13. To the State Archive or private/commercial entity of a similar type to ensure document/information retention/maintenance;
- 8.1.14. To problem assets management companies in contractual relations with the Bank, for problem assets management purposes in case of the Client's default on his/her liabilities (arrears, improper fulfilment of liabilities);
- 8.1.15. If any scheduled payment for any credit product goes 7 (seven) days overdue, the Bank is entitled to contact the person(s) (family members, referees (reference persons), contact persons, etc.) indicated in the Client's Credit Application (including if the product has been closed or cancelled) and/or the persons who have made payments/ transfers to the Client's account(s), for the sole purpose of establishing the Client's whereabouts/contact information;
- 8.1.15.1 If the amount payable on any credit facility goes overdue, for establishing the location/contact details of the Client, the Bank is entitled to share with a third party the Client's photo/image stored at the Bank;
- 8.1.16. To the Client's surety, collateral provider and/or any person whose property secures the Client's liability. In this case, the information shared may include the amount of the Client's liability toward the Bank, as well as copies of relevant agreement(s) made between the Bank and the Client;
- 8.1.17. To mobile network operator(s) in contractual relations with the Bank, in order to ensure SMS service provision.
- 8.1.18. To the court/arbitration agency (tribunal)/ the National Bureau of Enforcement and/or the Bank is entitled to use the Client's data as well as any document/information signed/otherwise certified by the Client if the Client breaches any of his/her obligations under any agreement made with the Bank or if this is necessary for protecting the Bank's business reputation and/or legitimate interest;

- 8.1.19. To the National Bank of Georgia (NBG) and the Dispute Resolution Committee set up at the NBG in accordance the Organic Law of Georgia on the National Bank of Georgia, for handling issues under their competence; to LEPL Financial Monitoring Service of Georgia for purposes envisaged by the Law of Georgia on Facilitating the Prevention of Money Laundering and the Financing of Terrorism; to the tax office or an organization/office with similar functions for the purpose of satisfying the requirements envisaged by Agreement between the Government of the United States of America and the Government of Georgia to Improve International Tax Compliance and to Implement the Foreign Account Tax Compliance Act (FATCA); the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information (CRS MCAA) within the framework of the Multilateral Convention on Mutual Administrative Assistance in Tax Matters, or the Standard for Automatic Exchange of Financial Account Information between Georgia and a relevant jurisdiction; as well as for the purpose of implementing a relevant agreement between Georgia and any other body/office and/or international organization.
- 8.2. The Client is aware that while providing services, the Bank is entitled to transfer personal information to any state and international organization, a foreign corporation, for the purpose of providing services to the Client.
- 8.3. The Client is aware that the data may be accessed in a country where data privacy is not adequately guaranteed. This may occur if the Bank is unable to otherwise provide a relevant service to the Client. Data sharing may also occur if the Bank communicates with the Client or provides services via such platforms/networks as Facebook, Whatsapp, Viber, Messenger and other networks, Zoom and other platforms, or if in money transfer, the intermediary bank/the recipient's provider is situated in such a country. In any case, international data sharing is performed in compliance with the applicable laws only.
9. **The Client agrees that the Bank is entitled to:**
- 9.1. Process the Client's information, including his/her personal data, if the information is publicly accessible or if the data subject has made them publicly accessible. This, inter alia, means that the Bank is authorized to process information about the Client available in various registries operated/maintained in compliance with the Georgian Law.
- 9.2. In compliance with the Law, for the purpose of providing the Client with efficient service without disruptions, and in order to fulfil this purpose, receive/ retrieve the necessary amount of the Client's personal data from LEPL Public Service Development Agency. Furthermore, the Bank is authorized to share the Client's data with any organization with which the Bank has entered into an agreement on data transfer/retrieval as envisaged by Law;
- 9.3. Request and received (retrieve) the Client's personal information of any type available with third parties or administrative office(s)/body(ies) (including the Credit Information Bureau Georgia, LEPL Revenue Service, etc.) in order to take a decision on credit approval/allocation and/or ensure that Client fulfils his/her liabilities towards the Bank (including the repayment/settlement of the credit);
10. TBC Bank JSC (Address: 7 Marjanishvili str., Tbilisi) will collect/process all credit / noncredit and other relevant information about a person, which involves provision of information and receipt/retrieval to/from the Credit Information Bureau according to the procedure/as per rules envisaged by the Law of Georgia. This information is processed for the purpose of customer creditworthiness analysis and will be available to all Credit Information Bureau users as per rules envisaged by the Law of Georgia (creditors as well as data collection companies and information providers). At the customer's (including the data subject's) request, the processor shall rectify, update, add, block, delete/erase or destroy the data if they are incomplete, inaccurate, outdated, or if the data have been collected and processed in violation of law;
11. If the Bank runs a promotional campaign and the Client does not submit in advance a written statement of refusal to participate in the campaign, it will be deemed that the Client agrees to participate, which includes the disclosure of the Client's personal information through the Bank's various channels if the Client wins the campaign. The Client is not precluded from refusing to disclose his/her personal data.

12. Apart from the aforementioned, the Client is aware and agrees that the Bank is entitled to share his/her personal data with other states, international organizations or any organization/office and any entity/institution if data sharing is envisaged by law, if it is necessary for the Bank to fulfil its legal obligations and/or if there exists a relevant lawful basis.
13. **Data processing terms and conditions and the Clients' rights**
- 13.1. The Client is aware that data can be processed by the Bank directly as well as by duly authorized persons/entities based on agreements made with them;
- 13.2. The Bank is obliged to protect the Client's personal data and not to disclose information about banking transactions and accounts related to the Client (banking secrecy), which the Bank accessed during its business relations with the Client, with the exception of the cases envisaged by law. The Bank's confidentiality obligations shall continue after the termination of the Agreement;
- 13.3. The Bank may process only the amount of data that is necessary for the fulfilment of the aforementioned purposes. Furthermore, the parties in charge of data processing undertake to keep the information/data provided by the Bank confidential and ensure appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.
- 13.4. The Parties agree that the Client's consent to personal data processing provided via various remote banking channels / electronic/ digital / communication channels (ATMs, self-service kiosks, internet bank, mobile bank, Call Center, [www.tbccredit.ge](http://www.tbccredit.ge), etc.) using an SMS code sent to the Client's mobile phone number (including the Client's consent to the Bank's receipt/retrieval and processing of his/her personal data available in the database of the Public Service Development Agency, the Credit Information Bureau, the Revenue Service, etc.) shall have the same legal force as a paper document bearing the Client's wet signature;
- 13.5. The Client is aware of his/her right to withdraw his/her consent to personal data processing at any time by applying for personal data processing consent withdrawal via internet/mobile bank, the Call Center and/or at a branch. If the Client withdraws his/her consent, unless there exists any other basis for data processing, the Bank is authorized to refuse to provide services to the Client and/or terminate any agreement (irrespective of its form and content/subject matter) already executed with the Client, inter alia, terminate provision of services via the Signify electronic signature platform. Furthermore, consent withdrawal does not invalidate legal consequence engendered before or within the scope of withdrawal;
- 13.6. The Client is aware of his/her rights under the Law of Georgia, specifically, of his/her being entitled to request the Bank at any time, as per rules envisaged by this Agreement, to discontinue his/her data processing for direct marketing; inquire about and receive information about his/her data that are being processed; request that his/her data are rectified, updated, completed, blocked, the processing of the data is discontinued, the access to the data is restricted and/or the data are deleted/erased and destroyed if they are false/misleading, incomplete, inaccurate, outdated or their authenticity or accuracy is disputable, or they have been/are being collected and processed in violation of law; the Client is also entitled to request data transfer (in case of automated data processing, if technically possible) as well as request copies of his/her data;
- 13.7. The Bank shall not be held responsible for the consequence(s) if a notification sent by the Bank to the Client's contact address supplied by the Client is delivered to a third party;
- 13.8. The Client agrees that any and all communication between the Bank and the Client and any and all telephone conversations between the Parties (including the Client's requests/applications for banking information or for using/subscribing to any banking product/service, editing his/her data registered with the Bank, the Client's statements regarding the receipt of a product (including a credit facility) and/or performing a transaction/operation, etc.) will be recorded in the database and in case of a dispute, such records/recordings shall have an evidential value (can be used as evidence). Phone call recordings shall be deemed to be the Bank's

property since they are created and retained according to the rules and for the term defined by the Bank. If requested by the Client, the Bank has the obligation to give the Client access to these data or, if a relevant basis exists, transfer the data to the Client within 10 (ten) business days of receiving the Client's request;

- 13.9. The Client is aware and agree that photos, video and audio recordings obtained/acquired during the provision of services are the Bank's property and if necessary, the Bank is entitled to use them as evidence to protect its interests;
- 13.10. The Client's personal data are kept at the Bank according to the rules and for the retention period prescribed by law and the Bank's internal normative document.

## **8 VALIDITY OF THE AGREEMENT AND OTHER CONDITIONS**

- 8.1 This agreement shall come into effect upon confirmation by the bank of receipt of the application stipulated in paragraph 1.2 of this agreement and shall continue to be in force indefinitely.
- 8.2 The client may at any moment close its account(s) / discontinue using any or all service(s) provided for hereunder / apply for the revocation/termination of the Agreement by giving the Bank an advance written notice 10 (ten) calendar days prior to the closure of account(s) / discontinuation of using the relevant service / revocation/ termination of the Agreement. In this case, the customer shall, within not later than 5 (five) calendar days after submitting to the Bank a written notification on account closure / termination of the use of the service / revocation/ termination of the Agreement, be obliged to pay to the bank all commission fees and any other payments relating to respective account and/or service. The Client's closure of account(s) and/or termination of any or all service hereunder shall not automatically result in the revocation/termination of this Agreement.
- 8.2.1 The customer shall, before termination of the contract, be obliged to fully transfer the balance(s) available on the account(s) and/or notify the bank of the alternative bank details available at any other commercial bank to which the bank will be able to disburse the balance available on the customer's account. If the customer fails to fulfill the obligations assumed under this paragraph, the bank may: (a) disburse, without any additional approval of the customer, the balance(s) available on the account(s) to any other bank account of the customer the details of which have become known to the bank when delivering the service, or from a public source and/or (b) transfer the balance(s) available on the account(s) to the bank's transit account and/or (c) limit the customer's access to the account(s), using banking services, to refuse to provide the service.
- 8.3 The bank may at any moment:
  - 8.3.1 terminate the validity of this agreement subject to delivery of 10 (ten) calendar days advance written notice to that effect to the client;
  - 8.3.2 change the conditions, characteristics of and/or fees (in the event of change of established fees by the bank) for services stipulated by this agreement, offer to the client or discontinue providing any and all services provided for hereunder;
  - 8.3.3 Close the Client's account if the Client breaches its obligation under the Agreement and/or if there has been zero cash balance in the account and/or no transactions have been carried out by means of the account for 6 (six) consecutive months. (For the purpose of this Agreement, the charging/transfer of the service fee by the Bank does not qualify as a transaction.) Customer account(s) will also be closed if the account(s) feature transaction(s)/deal(s), whether successfully completed or initiated, that relate to the purchase/ import/ export/ transportation of goods from/ to / via a sanctioned country; involve goods produced in a sanctioned country and/or the use of any means of transportation (whether by air, water, etc.) registered in a sanctioned country. The Client's account with the Bank will also be closed in other cases envisaged by law. If the account is closed, the amount available in the respective account will be returned to the Client, in which case the provision under 8.2.1 (the Bank's right) will be enforced.
  - 8.3.4 Open settlement (current, card, sales or any similar) account and/or checking account for the customer in any currency without latter's additional approval if it turns out that the customer does not have such account and/or there is a necessity of opening it additionally (for the purpose of fulfillment of credit payment/ liabilities, putting/transferring onto deposit account(s) and/or moving/transferring amount(s) from deposit account(s), incoming transfer operations in the currency, different from the currency, existing in the settlement account(s),

reflection (incoming transfer) of the relevant currency account(s), etc.). In this case, this Agreement and/ or any application, signed by the customer to join this agreement shall be deemed as customer's application on opening of the relevant account.

- 8.3.5 Block the Client's bank account(s) - restrict active transactions on/from the account(s) (cash payment/withdrawal, transfer to/from the account(s), conversion, etc.) if bank transactions have not been carried out on/from the account(s) for 1 (one) year (for the purpose of this Paragraph, debiting the Client's account(s) for the settlement of the Bank's service fees/payments related to credit facilities does not qualify as a transaction). Furthermore, if the bank account(s) is/are blocked for reasons mentioned herein, the Client will not be entitled to banking product(s)/service(s) (registration, use of the product(s)/service(s), etc.) until he/she fully performs actions prescribed by the Bank. The Bank may also block the Client's account(s) in other cases envisaged by the laws of Georgia.
- 8.3.6 Block the Client's account(s) – restrict active transactions (inpayments, outpayments, incoming and outgoing transfers, conversions, etc.), inter alia, the Client's access (fully or partially) to the funds in his/her account if the Bank has started the examination envisaged in the Law of Georgia on Facilitating the Prevention of Money Laundering and the Financing of Terrorism and/or the related legal acts, a relevant international sanction has been applied against the Client, as well as if there are legitimate doubts that the funds may have been obtained through illegal means or may be intended for unlawful activities.
- 8.3.7 Based on its unilateral decision, restrict the Client's active operations on its accounts (payments to the account, cash withdrawal, incoming and outgoing transfers, currency conversion, etc., including the Client's access to the cash balance(s) in its account(s) whether completely or partially) and/or close the Client's account(s) and/or terminate this Agreement without prior notice (including regardless of the Notice of Termination period envisaged in this Agreement and applicable hereto) on the grounds of/due to non-compliance of the Client/ the Client's activity with the Bank's unilateral requirements/rules defined/envisaged in the Bank's internal policy/procedure/document.
- 8.4 This agreement may at any time be terminated subject to the parties' agreement or in other cases stipulated by the current legislation.
- 8.5 The bank retains the right to introduce amendments to this agreement through 10 (ten) calendar days advance placement of relevant information on the web-site of the bank at <https://tbcbank.ge/en/agreements> and/or at the premises of the bank's branches and service centers.
- 8.6 In the event stipulated under paragraph 8.5 hereof the client shall have the right to terminate this agreement at any time within 10 (ten) calendar days from the placement of respective information on the bank's web-site and/or bank's branches and service centers, in accordance with the procedures set forth in paragraph 8.2 hereof. If the client exercises (enjoys) the right granted by this paragraph, it shall within 5 (five) calendar days upon giving the bank a written notice of termination of this agreement return all credit products (fully cover all credit limits, overdrafts, bank credits and/or other credit products) received under this agreement and pay the bank all the commission fees, interest rates, penalties and other payables related to the services and products under this agreement. This agreement shall be valid until full implementation of all obligations imposed on the client hereby;
- 8.7 In the event the client fails to use its right stipulated under paragraph 8.6, the amendments proposed by the bank shall be deemed to be accepted by the client and the agreement amended accordingly. The bank shall have the right to make amendments to this agreement immediately after placement hereof on the web-site in case such an amendment does not worsen the client's condition.
- 8.7.1 The parties agree that if the bank makes changes to the terms of this contract or any additional contract concluded based on the above contract in favor of the customer, the bank shall not be obliged to give a prior notification to the client of the changes.
- 8.8 Various communication channels can be used for sending and delivering any kind of notification, including electronic mail, any digital channel, telephone, post, SMS, MMS, 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 various information channels (including the Bank's website: <https://tbcbank.ge/en/digital-services/sms-banking>)), etc. Notifications made via any channel (in any form) shall be legally binding. The Parties can use either or several communication channels jointly.

- 8.8.1 The Parties agree that a written notification shall be delivered to the Party at the address last known to the sender. A notification shall be deemed sent/delivered even if it is returned to the sender because the addressee is not available at the address indicated by the sender and/or the addressee refuses to accept and/or evades the mail/notification;
- 8.8.2 An SMS, MMS shall be deemed delivered to the Party if a relevant mobile network operator confirms, by means of a relevant message (status delivered), that the SMS, MMS has been sent and/or delivered to a given telephone number;
- 8.8.3 The Parties agree that any electronic notification sent to the email address provided by the Borrower and indicated (a) in this Agreement and/or (b) in any document presented/submitted by the Borrower to the Bank (c) in any public source shall be deemed officially delivered to the Borrower;
- 8.8.4 If a notification is sent to the Party by email, its receipt/delivery to the Party shall be confirmed by an extract from the device and/or confirmed by an extract from the device and/or by a confirmation message received by means of the device. The Client agrees that an electronic notification sent to the email address indicated in sub-paragraph 8.8.1 of this Agreement – provided the receipt (delivery to the Party) is confirmed by an extract from a relevant device and/or a confirmation received by means of the device – shall be deemed delivered to the Client;
- 8.8.5 The notification shall be likewise deemed received/delivered if the act of sending/delivery complies with any form and means of information exchange envisaged by law ;
- 8.8.6 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;
- 8.8.7 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).
- 8.9 Any issues not directly governed by this agreement shall be settled in accordance with the current legislation of Georgia.
- 8.10 Any dispute and disagreement between the parties are to be resolved by negotiations. In case an agreement between the parties is not reached, such dispute shall be considered in accordance with the paragraphs 8.16-8.21.
- 8.11 Information placed on the web-site of the bank, the information protected in the bank's database (in computer programs) as well as electronic and printed out copies of those information prepared by the bank and signed by the director of the bank or his/her lawful representative shall have evidentiary purpose and shall confirm the existence of those dealings which are stipulated by the given agreement.
- 8.12 This agreement supersedes any other agreements that may have existed between the parties concerning the subject matter of the present agreement.
- 8.13 In the event any provision hereof is declared or become void, such event shall not affect other provisions of the agreement.
- 8.14 Customer service terms and conditions, tariffs, interest rates and the Bank's recommendations are described/provided in information materials spread by the Bank (including leaflets, brochures, the information on the Bank's website, etc.). In case of discrepancy between the content of the information materials and this Agreement, provisions hereunder will prevail.
- 8.15 Text of this agreement is placed on the bank's web-site <https://tbcbank.ge/en/agreements>. Upon request of the client the signed version of this agreement shall be delivered.
- 8.16 The Parties agree that any disputes arising out of or in relation to this Agreement shall be taken to the court for examination and final resolution if the total value of the subject matter(s) in dispute in a single adjudication between the Borrower and the Bank is less than GEL 7 000 (seven thousand) or the equivalent in foreign currency (based on the official (NBG) exchange rate as of the date of the claim).
- 8.17 If the place of execution of this Agreement or any agreement signed within the scope hereof is eastern or southern Georgia (Shida/Inner Kartli, Kvemo/Lower Kartli, Mtskheta-Mtianeti, Kakheti, Samtskhe-Javakheti, the Temporary

Administrative Unit of South Ossetia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be taken to the permanent court of arbitration for consideration and final decision in accordance with the following rule: 1) if the total value of the subject matter(s) in dispute in a single arbitration between the Customer and the Bank is from 7 000 (seven thousand) GEL to 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the date of filing the claim), the dispute shall be discussed by the House of Arbitration LLC (ID 411322359); 2) If the value is above 50 000 (fifty thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim), the dispute shall be taken to the permanent court of arbitration "Tbilisi Arbitration Institute" (ID 205273005). Furthermore, in the case described herein, under the arbitration agreement, the Parties also agree that the arbitration venue shall be the city of Tbilisi.

- 8.17.1 If this Agreement or any other agreement concluded within the scope hereof has been executed on the territory of western Georgia (the Autonomous Republic of Ajara, Guria, Imereti, Racha-Lechkhumi and Kvemo (Lower) Svaneti, Samegrelo, Zemo (Upper) Svaneti and the Autonomous Republic of Abkhazia), the Parties agree that any dispute arising out of or in relation to this Agreement shall be taken to the permanent court of arbitration, House of Arbitration LLC (ID 411322359) for consideration and final decision if the total value of the subject matter(s) in dispute in a single arbitration between the Customer and the Bank is greater than 7,000 (seven thousand) GEL or the equivalent in foreign currency (according to the official (NBG) exchange rate on the day of filing the claim). Furthermore, in the case described herein, under the arbitration agreement, the Parties also agree that the arbitration venue shall be the city of Kutaisi.
- 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.
- 8.19 If the aforementioned permanent court(s) of arbitration has/have been closed or suspended by the time of filing the arbitration claim, the dispute shall be taken to the court of law for consideration and final decision. If agreements made between the Parties provide for different rules for arbitration, in the case of a dispute, the Parties shall be guided by the arbitration provision envisaged in the most recent agreement between them;
- 8.20 If a dispute arising out of this Agreement is subject to court jurisdiction on any grounds whatsoever (including based on the agreement between the Parties, a provision hereof, etc.) and will be heard in the court, the Parties agree that pursuant to Paragraph 268.11 of the Civil Procedure Code of Georgia, if the Bank wins the claim related to the dispute arising out of this Agreement, the judgement made by the Court of First Instance shall be executed immediately.
- 8.21 The Parties agree that they shall communicate with the court and/or the arbitration institution and/or the arbitrators in writing including by electronic mail (electronically). The Parties agree that any official notification



associated with this Agreement, including the revocation, cancellation or termination hereof, as well the granting of an additional 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 via any channel of communication. 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 via any channel of communication. 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 via any channel of communication, 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 via any channel of communication shall be deemed delivered if the receipt (delivery to the Party) is confirmed by an extract from the device and/or a confirmation received by means of the device;

- 8.22 In the event the client has any obligations towards the bank, in order to secure observation of such obligations, the bank will transfer into its ownership mortgaged and/or pledged property or effect realization thereof. In the event market value of mortgaged and/or pledged property is less than aggregate amount of secured claim at the moment of transfer of ownership title on mortgaged and/or pledged property to the bank (as to the mortgagee and/or pledgee) or the amount received from realization of mortgaged and/or pledged property does not fully cover the secured claim, the secured obligations shall be deemed satisfied within the amount equal to the market value or the amount received from the realization of mortgaged and/or pledged property, as the case may be.
- 8.22.1 The bank may claim executing a writ for any property of the customer (any item and intangible assets of the customer), irrespective of whether the customer's obligation (bank's claim) is secured with the right in rem (mortgage, pledge) or not.
- 8.22.2 The Bank will sell mortgaged/pledged property in line with the rules provided for in Mortgage/Pledge Agreements (including via Specialist, based on the Writ of Execution issued by a notary, through direct acquisition, etc.)
- 8.23 If the Client is dissatisfied with the Bank's services, he/she/it can make a complaint orally, in writing or electronically. The Complaint Letter Template is available at the Bank's branches and service centres. Electronic complaints can be submitted using internet bank or on the Bank website [www.tbcbank.ge](http://www.tbcbank.ge). Complaints can also be made via TBC Bank's Call Center +99532 2 272727. Customer complaints will be discussed within maximum one month of complaint receipt date and, as necessary, customer identification. Complaints are handled by the Complaints Management Team of TBC Bank's Customer Support Department. The decision on the complaint will be communicated to the Client in writing and/or by any other means of communication agreed with the Client (telephone, email, digital) and/or in the way in which the complaint was made. The Client can check the details of complaint handling at any branch/service center and/or remote channels.
- 8.24 The Customer represents and warrants that he/she agrees that information (including information under/requested by relevant legal act(s) of the National Bank of Georgia) and/or statement (in the form and on the terms defined by the Bank) on any transaction performed by the Client is obtained by the latter via different remote channels (including Call Centre, internet banking, mobile banking, etc.) hereunder and/or at any Branch and Service Centre of the Bank.
- 8.25 The Client agrees that the Bank is entitled to make a unilateral decision at its own discretion regarding provision of services to the Client / execution of a deal related to bank/credit products based on the Power of Attorney (POA) presented/submitted to the Bank. If the POA presented/submitted to the Bank does not comply with the requirements/rules set by the Bank (unilaterally) and described in its internal policy/instructions/process/document, the Bank is not obliged to explain to the Client the reason for refusing services / executing deals related to bank/credit products based on the POA.
- 8.26 Pursuant to the Law of Georgia on Payment Systems and Payment Services, customers are entitled to lodge a dispute against the Bank with the NBG Dispute Resolution Commission (hereinafter the "Commission") within the term envisaged by the Law of Georgia/this Agreement, if the Bank has not satisfied their claim or has satisfied it partially

(and/or has not responded to their complaint). The customer right to dispute hereunder arises if the value of the subject matter of the dispute does not exceed 50 000 GEL (or the equivalent in foreign currency, as of the date on which the disputed activity took place or the customer lodged a complaint). Furthermore, customers are entitled to apply to the court directly, without first applying to the Commission. A dispute can be submitted to the Commission no later than 6 (six) months from the date on which it was filed with the Bank. The Committee will discuss the dispute envisaged herein free of charge. The Commission will start its activities on 1 December 2023. The Commission Regulations (including the rules and procedure for lodging a dispute) are provided in NBG Council's Resolution #2 of 26 July 2023 ("NBG Dispute Resolution Commission Regulations").

- 8.27 If the statement/representation made pursuant to Paragraph 7.1.1.6 of this Agreement is found untrue and the Client's activity qualifies as a breach/evasion of sanction and/or according to the Bank's assessment, the aforementioned fact exposes the Client and/or person(s) affiliated with the Client to a sanction risk and/or has resulted in sanctioning any of the aforementioned persons, along with actions stipulated herein, the Bank will be authorized to act pursuant to the sanctions imposed by the Authorized Person(s) mentioned in Paragraph 7.1.1.6.1 hereof and take any and all measures set and/or required by the Authorized Person(s) and/or Entities/Bodies, inter alia, prevent the Client from using/disposing of and managing any funds/assets.

## 9 INTERNET BANKING

### 9.1 Description of the service

- 9.1.1 Internet banking service implies an ability for the client to manage and receive remotely the following services from the bank by means of using the special Internet-site of the bank <https://www.internetbanking.ge>:
- 9.1.1.1 Obtain the banking information;
  - 9.1.1.2 Register for the use of various banking service;
  - 9.1.1.3 Perform various banking operations within the limits;
  - 9.1.1.4 Change the contact information (including phone number, email address, etc.);
  - 9.1.1.5 Change client's data (including business status, a legal address etc.);
  - 9.1.1.6 Open and / or close settlement (current) and / or deposit account (accounts);
  - 9.1.1.7 Apply for various banking facilities (including credit facilities) / apply for banking deal(s) (including those related to credit facilities) (submit an application to the Bank).
  - 9.1.1.8 Request to modify and / or cancel the registered service / product;
  - 9.1.1.9 Receive information about various banking facilities (including credit facilities) and if the Client wishes so, confirm their acceptance / conclude banking deal(s) (including those related to credit facilities).
- 9.1.2 The Client can use internet banking to perform various banking transactions and/or activities (including, acceptance/confirmation of the acceptance of a credit facility) as well as conclude banking deal(s) (including those related to credit facilities) in line with rules, requirements, terms and conditions set forth in this Agreement as well as those effective at the Bank at the time of performing the transaction/activity).
- 9.1.3 To enable the Client to accept (confirm the acceptance of) a banking facility (including a credit facility) / conclude banking deal(s) (including those related to a credit facility) via internet banking, the Bank has the right to introduce at its own discretion tools/measures (requirements/rules), including those aimed at client identification and unless these measures/requirements/rules are complied with, the Client will not be able to accept (confirm the acceptance of) the offered banking facility (including a credit facility) / conclude banking deal(s) (including those related to credit facilities).
- 9.1.4 The Client shall apply for internet banking by filing a respective application as described in Paragraph 1.2 hereof. To sign up for internet banking, reset his/her password and/or perform other actions related to internet banking, the Client can contact the Bank (or the Bank can contact the Client for the same purpose) via other means of communication (Remote Channel(s)) as specified by the Bank.
- 9.1.5 Lost/forgotten user names and/or passwords can be restored according to the rule described in paragraph 9.1.4 of this agreement.

## **9.2 Identification of the client**

- 9.2.1 The client will be provided with data placed in sealed envelope necessary for utilization of internet banking (hereinafter referred to as "Identification Data"), through utilization of which the client shall be identified when logging onto the website of the bank. Failure to properly input such data in special "log in" field on the website will result in denying the access to the account and inability to carry out banking operations and registering for services
- 9.2.2 for the purposes of securing information and operations of the client, the bank shall have the right to create additional mechanisms for the identification of the client, e.g. require the use of codes created (generated) by special devices and/or other codes provided to the client by the bank for the provision of some services.
- 9.2.3 The bank and the client shall be under obligation to maintain confidentiality of the Identification Data.
- 9.2.4 In the event of loss of the Identification Data, the client shall immediately inform the bank of such occurrence (in any form stipulated by the present agreement) to ensure receipt of renewed Identification Data.
- 9.2.5 In furtherance of the client's notification on loss of the Identification Data, the bank shall ensure suspension of access to the client's accounts by the internet banking until receipt of new instructions from the client.
- 9.2.6 In the event of opening of a new account with the bank by the client, internet banking will be extended to such account automatically through use of the existing Identification Data.
- 9.2.7 The client hereby declares and confirms that the client shall familiarize itself fully with the terms and conditions of appropriate services before registering for such services; the use of the Identification Data mentioned in paragraph 9.2.1 of the present agreement, and the expression of the will for registration will be deemed to be the client's consent and acceptance of all conditions of those services for which it will be registered through the internet banking website.
- 9.2.8 The Client acknowledges and confirms that any notification/instruction (including a payment order), any statement/ request/ confirmation (including those related to opening/closing an account and/or prepayment of a credit, cancellation and/or revision of a registered service/facility, acceptance (confirmation of the acceptance) of a banking facility (including a credit facility) offered by the Bank, revision of client data and any other statement/request/ confirmation) submitted by the Client to the Bank via internet banking, or any deal (including those related to credit facilities) concluded by and between the Bank and the Client via internet banking has the same legal force as a printed copy of a document composed in writing that bears the signature of (is certified by) a person duly authorized to use the account (the Client).
- 9.2.9 Through the internet contact with the bank the client gives an order and grants the right to the bank to:
  - 9.2.9.1 provide an access and provide the client with the banking information;
  - 9.2.9.2 carry out banking operation upon the client's relevant instructions within the limits established for internet banking services.
- 9.2.10 If the Bank requires, the Client shall submit to the Bank a signed physical copy of a deal/transaction concluded/ confirmed through internet banking (including a deal related to credit facilities) in a form/in a way acceptable to the Bank.

## **9.3 The client shall be under obligation:**

- 9.3.1 to use only a modern version of the Internet browser, which uses at least 128 (One Hundred Twenty-eight) bit data encrypting engine for the purposes of accessing the internet banking;
- 9.3.2 To keep any necessary information for using the internet banking, identification data and the equipment ("DigiPass Token" etc.), as well as all types of codes related to those equipment given to him by the bank, in a safe conditions and not allow such ones to be used by the third person;
- 9.3.3 To change the password upon the first usage of internet-banking and keep its confidentiality;
- 9.3.4 The customer should often change the password, not to transfer the password, code and/or the device transferred/delivered to him/her by the bank ("Digipass Token", "Digipass Nano" and other), installed program modules/applications, identification code to the third parties, not to store this data in the memory of computer or other device (for example, mobile phone), not to transfer codes generated by the device transferred to him/her by the bank and/or other codes to the disposal of any third parties;

- 9.3.5 Before direct use of the internet-bank to be made sure, that the address indicated in subparagraph 9.1.1 of this agreement is really written in the web-site address column and to double-check the genuineness (authenticity/originality) of this address through the safety certificate;
- 9.3.6 In case of loss, or exposure of the password, or equipment (including transfer under the disposal of any third person), to notify immediately the bank with regard to the aforementioned;
- 9.3.7 Not to trust the notifications received to the e-mail address, the authors of which request on behalf of the bank to provide/update the personal/or/and banking data.
- 9.4 The bank shall have the right:
- 9.4.1 to make the information about the client's accounts available to it through internet banking;
- 9.4.2 to perform the operations permitted by the bank for the internet banking upon the client's instructions;
- 9.4.3 to establish restrictions unilaterally on any active operation of the client (transfer, exchange) and to require additional validation parameters necessary for performance such operations (the maximum sum of a single transfer, the maximum amount of total transfer funds for the certain period, a maximum quantity of transfers, necessity for dual confirmation by separate individuals representing the client, etc.).
- 9.4.4 For customer security purposes, block/suspend access to the Client's internet banking account as well as provision of any services to the Client through internet banking if the Bank suspects that the Client's internet banking account is being accessed/used by an unauthorized person.
- 9.5. The Bank bears no responsibility for any consequence(s) if notifications/transaction details, any piece of information or documents containing the information sent by the Bank to the Client via internet banking are accessed by a third party.
- 9.6. The Bank bears no responsibility for any consequence(s) of accepting notifications/transaction details, any piece of information or documents containing the information sent by a third party to the Bank from the Client's internet banking account, as well as for the consequence(s) of its (the Bank's) subsequent actions or inactivity.
- 9.7. The Client hereby agrees that all of the Client's requests (instructions) placed via his/her internet banking account for obtaining banking information, registration for services, editing his/her registered data (including contact details) or performing transactions, as well as any deal concluded via internet banking and/or any communication/activities performed for this purpose will be stored in the Bank's electronic database and have evidential power (i.e. can be used as evidence) in the event of a dispute. The Parties agree that such records shall be deemed the Bank's property.

## 10 AUTOMATIC TRANSFERS

### 10.1 Description of the service

- 10.1.1 Automatic transfer service implies a transfer by the bank of the funds from the client's account without further consent of the client, on the basis of fixed amount determined by the client in its application form or of information provided by the client's creditor to the bank on the client's debt.
- 10.1.2 The parties agree that the payment order created (generated) by the bank for the purposes of automatic transfer services shall have the legal force equal to the document having been printed on the paper and executed by the person(s) authorized to manage of the account.
- 10.1.3 The bank shall carry out the automatic transfer services in accordance with requirements and conditions stipulated in this agreement, the application on registration for automatic transfer service and the sources disseminated by the bank.
- 10.1.4 For the purposes of obtaining automatic transfer services the client shall apply to the bank with the application as per paragraph 1.2 of this agreement.
- 10.1.5 The client is under obligation:
- 10.1.5.1 to indicate one or more of its accounts in the application form on registration for automatic transfer services (one of them mandatorily being a GEL account);
- 10.1.5.2 to register its foreign currency account as an auxiliary account in the event automatic transfer services are used for payment of funds determined in foreign currency (in its equivalent in national currency);
- 10.1.5.3 to always maintain a balance for automatic transfer services on its account(s) indicated in the application;

- 10.1.5.4 to pay commission fees in accordance with the current tariffs existing at the bank at the time of transfer.
- 10.1.6 The client shall have the right:
  - 10.1.6.1 to be informed on automatic transfers effected on its accounts through the services indicated in the sources of the bank;
  - 10.1.6.2 to make relevant amendments to the data provided in the initial application on registration for automatic transfer services;
  - 10.1.6.3 to discontinue using of automatic transfer services in the form stipulated in this agreement.
- 10.1.7 The bank shall be under obligation:
  - 10.1.7.1 to provide the client with automatic transfer in accordance with the terms and conditions stipulated in sources disseminated by the bank;
- 10.1.8 The bank shall have the right:
  - 10.1.8.1 to refuse carrying out of transfer (payment) in the event of insufficient funds in the client's account(s);
  - 10.1.8.2 to refuse carrying out of transfer in cases determined under current Georgian legislation or in the event of outstanding debt towards the bank;
  - 10.1.8.3 to determine the rules of notification of the client on performance of transfer or unilateral termination or partial termination of automatic transfer services without informing the client thereupon in the event of inability to perform any of automatic transfer services for the client related or any other reason, through sources disseminated by the bank (including booklets, brochures, the web site of the bank, etc.).

## 11 TELEPHONE SERVICES

- 11.1 Description of the service
  - 11.1.1 Telephone banking service implies ability for the client to manage and receive remotely the following services from the bank by means of using telephone connection:
    - 11.1.1.1 to have access to the banking information;
    - 11.1.1.2 to register for various banking services and to make amendments to the registered data;
    - 11.1.1.3 to carry out various banking operations within the established limits.
    - 11.1.1.4 Changing contact information (including telephone number, email address, and etc.);
    - 11.1.1.5 Opening and/or closing of settlement (current) and/or savings (deposit) account(s);
    - 11.1.1.6 Submitting the requests (submitting of applications to the Bank) to receive/cancel different banking products (including loan).
    - 11.1.1.7 Representing the application about receiving back the sum withheld in ATM.
  - 11.1.2 Telephone services cover all Bank accounts of the Customer. In the event, if customer does not wish to receive telephone services for one of his/her accounts, Customer shall notify the Bank on the above in the written form or other forms (including notification via the telephone service center) envisaged under the present Agreement.
  - 11.1.3 For the purposes of obtaining telephone banking services the client shall address the bank with the application as per paragraph 1.2 of this agreement.
- 11.2 Identification of the client
  - 11.2.1 The Bank will use pre-defined questions/procedures for Customer identification purposes or, for the efficient provision of services and for the purposes indicated in Subparagraph 6.4.1 of Article 7<sup>1</sup>, voice authentication will be applied, provided the Customer consents thereto. Customer identification is to be performed before providing the telephone service as well as before any other banking services / customer registration for various Bank products (electronic services). Without the identification procedure, Customer will not be able to receive the telephone service described in sub-paragraph 11.1.1 of the present Agreement (except for the case considered under Paragraph 7 of Article 7<sup>1</sup> hereof). During each telephone conversation with the Bank (each time the Customer receives telephone services), the Customer will undergo identification procedure/give correct answers to questions pre-defined by the Bank or undergo voice authentication).
  - 11.2.2 The bank shall have the right to refuse rendering of the telephone service to the person who is not willing to go through or will fail the identification procedure.

- 11.2.3 If the Bank's respective representative suspects that the inquiry or transaction is being attempted by a third party (a party other than the Customer), the Bank has the right to refuse to follow the telephone instruction/ refuse to provide the service.~
- 1.2.4 In case the client opens a new account with the bank, the telephone banking will be extended to such account through use of the existing procedures. In such event no new agreement will be executed between the bank and the client and terms and conditions of this agreement will apply to the new account.
- 11.2.5 With the purpose of client identification, the Bank is authorised, at its own discretion, to establish additional mechanisms (requirements), non-performance of which shall result in inability of the client to receive services described in subparagraph 11.1.1 hereof.
- 11.3 **Declarations, instructions and consents of the client**
- 11.3.1 Contacting the Bank via the phone, following the undergoing of relevant identification/ verification procedures, the Customer assigns to the Bank and provides the Bank with the following rights:
- 11.3.1.1 provide with the information on the client's accounts;
- 11.3.1.2 carry out banking operation upon the client's relevant instructions within the limits established for telephone services.
- 11.3.2 Parties agree that Bank transaction carried out via the use of voice authentication, has legal power equal to the signature on the material document.

## 12 PAYMENT CARDS

### 12.1 **Service Description**

- 12.1.1 Visa Card Services refers to the execution of banking transaction by the Client or a person indicated by him/her in writing (hereinafter referred to as the „Cardholder“) by means of a VISA card or a MasterCard issued by the Bank (hereinafter referred to as the „Card“), excluding a business card. Card transactions are protected by the 3D Secure service (Terms of Use/Detailed Conditions of the Service are available on the Bank's web-site: <https://tbcbank.ge/en/3d-security-service>).
- 12.1.2 Under this agreement customers may receive one or several payment cards, the type of which is defined by the customer through the application signed in conjunction with every concrete card, which forms an integral part of this agreement. The Card can be handed to the Client provided the Client confirms the Delivery and Acceptance Certificate by an SMS code, which shall have the same legal force as a hard-copy document signed by the Client
- 12.1.3 Upon issuing a card, a client's mobile phone number shall be registered, under the client's consent, in the SMS service of the bank(the terms and conditions of the service are given in the information material distributed by the Bank).
- 12.1.4 Rules for using the card are set forth in details on the web-sites of “Visa” and “MasterCard” international payment systems  
([https://www.visa.com.ge/ka\\_GE/support/consumer/visa-rules.html](https://www.visa.com.ge/ka_GE/support/consumer/visa-rules.html); <https://www.mastercard.us/en-us/business/overview/support/rules.html>).
- 12.1.5 Card owner is a person, in whose name the card is issued (it could be the Customer or any person named by the Customer). Card owner is identified through the first name, surname indicated on the surface of the card, through a signature sample printed on it and a secret personal identification code (pin-code).
- 12.1.6 Period for using the card is fixed as per the term indicated on the card. Card validity expires after expiry of the last day of the month indicated on the card.
- 12.1.7 For using the card, the customer is obliged to pay the service fee to the bank under the rates fixed by the bank.
- 12.1.8 Customer is authorized to have several card accounts and use several cards related to one card account (for the purposes of this paragraph the card account is considered to be the combination of all accounts with a common account number opened in different currencies).

- 12.1.9 The Bank is authorized to conduct periodic incentive projects/programs for payment cards / banking products, which involves loyalty points accrual and redemption opportunities at vendor(s)/service provider(s) if the Client buys goods/services with payment card(s) at TBC Bank JSC POS terminals/e-commerce checkouts.
- 12.1.10 The Bank determines independently to which goods/services its loyalty program (if any) will apply and the information will be published on the Bank's website <https://tbcbank.ge/en/loyalty>. The website also provides a list of/information about partner companies as well as information about the ongoing incentive/promotional project/program (including the eligible payment card(s)), and rules/procedures for loyalty points accrual and redemption.
- 12.1.11 Redemption of the accrued loyalty points refers to the Client's payment of the price on goods/services purchased with their accrued loyalty points through the transfer of the points to the Client's current/card account(s) (conversion of the points into GEL), as well as, under the incentive project/program, the Client's payment of the price on goods/services purchased at TBC Bank JSC's partner vendor(s)/service provider(s) (including electronic/online stores) with the accrued loyalty points, by scanning the QR code with their mobile bank scanner (via TBC Bank JSC POS terminal / e-commerce service) (hereinafter the "Redemption of Loyalty Points").
- 12.1.12 The Client is aware that the conducting of the incentive project/program referred to in Paragraph 12.1.9 hereof, as well as the accrual and/or redemption of loyalty points under the incentive project/program (including satisfaction of the Client's request to transfer the points to their current/card account) is not the Bank's obligation and does not engender the Client's right to require the Bank to satisfy its obligations in relation to the incentive project/program/points accrual/redemption. Therefore, the Bank may, at its discretion, not credit loyalty points to the Client's loyalty points balance and/or restrict the redemption of the accrued points (including in case of a suspicious transaction). The Bank is also entitled to exercise its right described herein if the Client is using its payment card (which, if used as prescribed herein, accrues loyalty points) for business/entrepreneurial purposes.
- 12.1.13 Rules and procedures published on the website indicated in Sub-Paragraph 12.1.10 of this Agreement shall be an integral part of this Agreement.
- 12.1.14 The Client represents and warrants that they have read the rules and procedures provided in Sub-Paragraph 12.1.10 hereof, agree to them and acknowledge them as an integral part of this Agreement.
- 12.1.15 The Bank is authorized to make changes and amendments to the rewards project(s)/ program(s), rules and procedures related to the plastic cards, including to change the title of a project/ program, the scheme for accrual and redemption of points, also to terminate the rewards project/ program unilaterally, at its own discretion, by publishing relevant information on the Bank's website - <https://tbcbank.ge/en/loyalty>.
- 12.1.16 The Bank is entitled to automatically include cardholder(s) (of debit/credit cards) in the ongoing incentive/promotional project/program, whereas the Client is entitled to withdraw from the project/program at any time by notifying the Bank accordingly via the Bank's branch, the Call Center, and the Internet Bank.
- 12.1.17 The Bank is not responsible for transactions carried out with contactless payment cards under a certain value that do not require PIN verification
- 12.2 Procedures related to the card
- 12.2.1 For the performance of operations through the card relevant card account(s) will be opened by the Bank.
- 12.2.2 Customer/Card owner is authorized to use the amount available at his/her card account with the deduction of the card service fees and minimum balance (if any). In case the amount is overspent, the Customer/Card owner will be obliged to pay the bank the commission fees related to such overspending.
- 12.2.2.1 When the limit is overdrawn ("overdraft" – the Customer's/Cardholder's use of funds in excess of the limit agreed between the Bank and the Customer/Cardholder), including when the automatic overdraft stipulated herein and/or an unauthorized overdraft occurs, the Bank will notify the Customer/Cardholder thereof via an SMS text. The Bank will not be responsible for the Customer's/Cardholder's failure to receive information sent/to be sent by the Bank to the Customer/Cardholder or for any consequence(s) of third party access to the information if information delivery is prevented by the fault of the Customer/Cardholder and/or the Customer/Cardholder has changed his/her contact information/data (mobile number, address, email, etc.) and has not reported it to the Bank.

- 12.2.3 For the purposes of risk mitigation, the use of the card and the card account might be additionally limited through setting relevant limits by the bank.
- 12.2.4 Under the written consent/request of the Customer it is allowed to produce and issue additional cards related to the card account. The additional card shall be produced for the person (card owner) named by the customer and the request shall be signed by the customer as well as by such other person (card owner).
- 12.2.5 The Bank is authorized to link different currency accounts to a single payment card or several cards to a single bank account. Currency priority is defined by the client. The value of the balance/balances in the account/accounts is indicated in the priority currency based on the Bank's commercial exchange rate as of the given date.
- 12.2.6 In order to obtain the card (whether main or additional one), the card owner shall present the relevant application to the bank, pay in or transfer the minimum balance (if any) to the account and the annual service fee of the card, under the rates fixed by the bank.
- 12.2.7 After the amount(amounts) under subparagraph 12.2.6 hereof is/are transferred to the card account, within the period determined by the Bank, the latter will produce and hand over to a client or a card holder the card and the PIN – Code together with relevant documents and / or information materials.
- 12.2.8 In case the customer or the card owner does not receive the card within 90 (ninety) calendar days after the date the card was produced, bank shall be entitled to destroy the card and in this case:
- 12.2.8.1 The commission fees paid by the customer shall not be refunded;
- 12.2.8.2 Minimum balance (if any) at the card and other amounts will be refunded to the customer under the rule stipulated by the subparagraph 12.4.6.1 of this agreement.
- 12.2.8.3 The rate package, together with all of its provisions shall be automatically closed in case the card account is the main account for the rate package and the customer/card owner does not have any other alternative account which can be fixed as the main account (current/card) for the rate package;
- 12.2.8.4 Provisions set out in Sub-Paragraphs 12.2.8.2-12.2.8.3 of this Paragraph do not apply to the following cards: TBC Card, TBC Concept Card, TBC Concept 360 card. The electronic version of these cards are valid upon the registration of the card, independently of their physical/plastic versions. If the physical/plastic version of the card is destroyed, the electronic version will remain valid until the Client cancels the card or until the card expires.
- 12.2.9 In case the account owner (customer) and the card owner is not the same person, then, with respect to the additional card:
- 12.2.9.1 Account owner (customer) can freely perform the following actions: receive a new card, request changes in the currency priorities, open additional card account(s), cancel additional card, close card account, block/unblock additional card, and receive additional card detained by the ATM, Changing card Pin code (the customer shall present the relevant application to the Bank.);
- 12.2.9.2 Card owner can freely perform the following actions: receive a new card, block additional card, unblock (if the card has been blocked due to entering wrong pin-code only), receive additional card detained by the ATM (when the additional card owner has forgotten the additional card in the ATM or if such additional card has been detained due to malfunction of the ATM), Changing card Pin code (the customer shall present the relevant application to the Bank.);
- 12.2.9.3 The request to produce a new, additional card shall be submitted jointly by the account owner (customer) and the card owner.
- 12.2.9.4 The Client can open, renew/replace and close a card or carry out any operations related thereto by means of an SMS confirmation code or any other channel (including remote channel(s)) used by the Bank, which shall have the same legal force as a hard-copy document signed by the Client.
- 12.3 Available amounts at the card account, non-sanctioned and automatic overdraft
- 12.3.1 Minimum balance (if any) is the amount, which is blocked at the card account during the validity term of the card. Amount of minimum balance (if any) is set as per the card type, in consideration of the "Visa" and "MasterCard" international payment system recommendations and in compliance with the rules and provisions established by the bank. In case the amount available at the card account turns out to be less than the minimum



balance (if any) as a result of any of the transactions, the card owner will be obliged to immediately pay in or transfer to the card account the amount sufficient for filling up the minimum balance (if any).

- 12.3.2 Amounts at the card account can be disposed within the limits set by the bank whereas the minimum balance (if any) can be freely disposed only in case of cancellation of all cards related to the account, in compliance with the rules established by the bank.
- 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 <https://tbcbank.ge/en/terms-and-fees>). Relevant examples are provided on <https://tbcbank.ge/en/accounts>.
- 12.3.4 Non-sanctioned overdraft is the negative balance (indebtedness) generated at the card account without approval (permission) from the bank, except for the cases stipulated by the sub-paragraph 12.3.6 of this agreement.
- 12.3.5 In case the non-sanctioned overdraft is generated, customer will be obliged to immediately fill in the sum up the amount of the minimum balance (If any).
- 12.3.6 Automatic overdraft is the credit resource received by the customer from the bank the rights on utilization of which shall be granted to the customer if the requirements of the bank established in compliance with its credit policy are met.
- 12.3.7 In case automatic overdraft is utilized, customer shall be obliged to refund the used amount (received as credit) in compliance with the provisions stipulated by the bank for the repayment of automatic overdraft.
- 12.3.8 In case of an unauthorized overdraft, the Bank may charge the Customer and if so, the Customer shall pay the Bank interest on an unauthorized overdraft at an annual rate effective at the Bank as of the date on which the unauthorized overdraft occurs, calculated on the basis of a 365 (three hundred and sixty five)-day year. The upper limit for the interest rate on an unauthorized overdraft shall be 48% per annum, accruable from the date on which it occurs until the actual date on which it is paid off.
- 12.3.9 In case, if the card is linked to several accounts for different currencies and an credit/overdraft is authorized on one of them, and if one of the accounts is credited, the Bank is authorized to administer a conversion transaction unilaterally (on a pre-authorization basis) only in the case envisaged in paragraph 3.2.3 of the Agreement, while in other cases the Client shall carry out a cross-account conversion on his/her own in order to settle his/her outstanding credit/overdraft.
- 12.3.10 If the card is linked to several different currency accounts and the unarranged overdraft occurs in any currency account, the balance in any account linked to the card or funds paid in/transferred to any account will be converted (at the commercial exchange rate set by the bank as of the transaction date) and the unarranged overdraft will be settled. Furthermore, to settle the unarranged overdraft occurred in any of the account(s), the Bank is entitled to draw the required amount by direct debit (without the Client's further consent) from the Client's any other account with the Bank (according to the rule under paragraph 3.2.3 hereof).
- 12.3.11 When the Client performs a card transaction via ATM, POS, E-Commerce or a payment terminal at the Bank's branch, the Bank will immediately place an authorization hold on the transaction amount. If conversion is required for placing an authorization hold, the commercial exchange rates set by the Bank will be used. For transactions denominated in a currency other than GEL/USD/EUR/GBP, VISA or MasterCard exchange rates (possibly with an extra fee charged by the Bank) and rules will additionally apply. A description and examples are available on <https://tbcbank.ge/en/accounts>. VISA/MasterCard transactions will be posted to the Client's account after some time. Information about the transactions performed by the Client can be checked via various remote channels.
- 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 <https://tbcbank.ge/en/accounts>. 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: <https://tbcbank.ge/en/accounts>.

**12.4 Suspension or cancellation of validity of the card and the card account**

- 12.4.1 Validity of the card will be suspended upon card owner's request, or if the card is lost or stolen. The card owner must immediately notify the bank in a written form or by telephone (to the following number: +99532 272727) about the loss of the card. The bank shall ensure that the validity of the card is suspended, and according to the method defined by the card owner the card data shall be entered into the following:
  - 12.4.1.1 Local Stop List which ensures that the card is blocked within maximum 1 (one) banking day only for authorized transactions;
  - 12.4.1.2 International Stop-list which ensures that the card is completely blocked (for unauthorized transactions) within maximum 14 (fourteen) banking days.
  - 12.4.1.3 For the purposes of this contract, the "stop-list" shall be an international or local list of the cards for which performance of transactions is limited and to which a special regime of services applies.
  - 12.4.1.4 For the purposes of this Agreement, "authorization" ("authorized transaction") means confirmation of a transaction (including, the transaction performed via Digital Wallet) by a PIN code and/or by the security code indicated on the back of the card and/or by the 3D security code and/or by the combination of these details and/or by any other mechanism determined by the Bank that is transferred directly to the Customer/Card holder and the confidentiality/secure maintenance of which shall be the responsibility of the Customer/Card holder;
  - 12.4.1.5 For the purposes of this Agreement, "unauthorized transaction" means a transaction which has not been performed with the permission of the Customer/Card holder (is not authorized)/which has been performed by the Customer's/Card holder's intentional breach and/or gross negligence of the terms/requirements hereunder with regard to the holding/use/security and confidentiality of the card and/or by the Customer's/Card holder's or a third party's performance of a fraudulent action/transaction. For the unauthorized transaction named/identified by the Customer/Card holder (including an unauthorized cross-border payment operation/transaction) to be considered as authorized, the Customer/Card holder is liable to present to the Bank sufficient evidences for the confirmation thereof after the study/analysis of which the Bank will be able to establish the status of the authorized transaction. In other cases (including, in the case of the Customer's/Card holder's default on the presentation and/or the presentation by the breach of the terms (if any) hereunder of sufficient evidences to the Bank), the transaction shall be deemed unauthorized.
- 12.4.2 If any of the provisions defined under this agreement or under the rules of using the card is breached by the card owner, the bank shall be entitled at any time to suspend or block the validity of the main as well as the additional card.
- 12.4.3 Card owner must refund the losses originated during the term indicated on the card due to unauthorized transactions through the blocked card only if the card has not been blocked by entering it into international Stop-list.
- 12.4.4 Card owner is authorized to dispute the transaction performed through the card blocked by entering it into international Stop-list.
- 12.4.5 Card owner must pay the commission fee for entering the card into Stop-list.
- 12.4.6 The bank shall be authorized to close the card account in the following circumstances:

- 12.4.6.1 Upon receiving the client's application submitted in writing/confirmed with an SMS code, or 30 (thirty) calendar days following the card's expiration, unless the client applies in writing for the extension of the card's validity period. In such cases, the card account will be deemed closed and the amounts available in the account will be returned to the client at the client's request, only after all outstanding debts to the bank are paid off. For the purpose of transferring the balance in the card account, the condition set forth in Sub-Paragraph 8.2.1 of the Agreement (the Bank's rights) will apply. If the card account is the main account for the Tariff Plan and the client does not hold any other alternative account (current/card account) which could serve as the main account, if the mentioned card account is indicated as the loan repayment account/ the account for drawing/deducting fees, is linked to an active deposit account, or transactions (incoming transfers) are carried out on it within 30 (thirty) days from the cancellation of the card, the card account will not be closed.
- 12.4.6.2 In case of termination of the agreement between the bank and the VISA or MasterCard (if this is the case the bank is obliged to notify the card owner within 5 (five) banking days about the closure of the card account).
- 12.4.7 Transactions performed through the card shall be controlled by the bank using a special software – monitoring module, meaning that the bank shall be entitled to temporarily suspend the validity of the card whenever suspicious transactions are identified (monitoring). The card owner has the right to refuse his/her card to be monitored for a certain period of time, which should be requested in the application.
- 12.5 Obligations and rights of the parties
- 12.5.1 Customer/card owner is obliged to:
- 12.5.1.1 The integrity of the envelope shall be examined which contains the PIN – code;
- 12.5.1.2 Keep documented confirmations for every transaction within the period of 6 (six) months after the date such transaction were performed and submit them to the bank, if necessary.
- 12.5.1.3 In case of an unrecognized card operation (transaction) and/or a correction request on a card operation (transaction), apply to the Bank in writing no later than 13 (thirteen) months from the date of the unrecognized operation (transaction / debiting of the account by the transaction amount / the date of the incorrectly executed transaction ("an incorrectly executed transaction" is defined in line with the Georgian law) (transaction/debiting of an account by the transaction amount) unless the Customer/Cardholder missed the chargeback period envisaged hereunder for objective reason(s)/beyond the Customer's/Cardholder's control, and not due to an unreasonable delay (the burden of proof lies with the Customer/Cardholder). Despite the Customer's/Cardholder's missing/breaching of the chargeback period, the Bank will spare no efforts to assist the Customer/Cardholder in refunding the amount of the unrecognized or incorrectly executed transaction. The Customer shall pay the additional chargeback fee set by VISA and Mastercard. The Bank will review the chargeback claim/ dispute filed by the Customer and make a decision within 15 (fifteen) business days of the date on which the claim was filed. If the complaint cannot be reviewed/a relevant decision cannot be taken within the mentioned term due to reasons beyond the Bank's control, the Bank will account for the delay in review/ decision-making / will inform the Customer regarding the extension of the decision period, which should not exceed 35 (thirty-five) business days from the date on which the claim was received. Customer complaints are reviewed according to the following procedure: twice a week, the Bank makes a list of customers 1) who have filed a claim with the Bank over a disputed card transaction / nonrecognition/a transaction error; 18-21 calendar days have elapsed from the Bank's acceptance of customer claims and no refund within the card security limit has followed; 2) whose claims have been sent for review to international payment systems but the review has not been completed. Furthermore, the Bank has no obligation to refund the disputed transaction amount if the Bank has a reasonable doubt about the Customer's/Cardholder's fraudulent action or breach of Customer/Cardholder obligations hereunder related to the card/card transaction either intentionally or due to gross negligence;
- 12.5.1.3.1 If unauthorized cross-border payment operations (transactions) performed via a card is/are not accepted, apply to the Bank in writing within 75 (seventy five) days of the performance of the operation (transaction/debiting of an account by the operation amount) unless the time limit hereunder is breached by the Customer/Card holder by objective reason(s)/beyond the Customer's/Card holder's control, and not due to unreasonable delay (the burden of proof lies with the Customer/Card holder). For the purposes of this paragraph, a cross-border

payment operation is an operation that is performed by using the card instrument (plastic card) issued in Georgia and the receiver's provider (acquirer) is a foreign payment service provider. The amount of the claimed operation is subject to compensation by the Bank only if the complaint is filed to the Bank within the term hereunder or a third party's fraudulent action is obvious and/or the case communicated by the Customer/Card holder is similar by its substance and/or circumstances to the case/cases reviewed by the Bank within the last 180 days within the frames of which the Customers/Card holders will be compensated the amount of unauthorized operation.

12.5.1.4 The card or the PIN code shall not be given or disclosed to the third parties;

12.5.1.5 Refund the expenditures incurred by the bank with respect to additional paid services by VISA and MasterCard, in case such services exist.

12.5.1.6 compensate the Bank for the damage related to the unauthorized payment operation that is caused by the Customer's/Card holder's fraudulent action and/or the Customer's/Card holder's intentional breach and/or gross negligence of the terms/requirements hereunder with regard to the holding/use/security and confidentiality of the card.

12.5.2 Bank is entitled to:

12.5.2.1 Ensure that the merchant/service provider (including a casino, betting shop, etc.) processes payments above the minimum balance (if any) within 30 (thirty) days of the execution of the card transaction, and ensure that the respective amount is cleared/settled to the card account no later than the following banking day after the completion of the processing of the card transaction.

12.5.2.2 Block the card (suspend operations) if the bank has doubts that non-sanctioned and/or illegal operations are performed and/or have been already performed through the card or at the card account.

12.5.3 Bank is not responsible for:

12.5.3.1 The disputes arising between the card owner and the service outlet.

12.5.3.2 Non-sanctioned use of the card due to the facts caused because of the customer/card owner, including the period when the request of the customer/card owner to cancel the monitoring of the card remains valid.

12.5.3.3 For the transactions performed using the lost/stolen card, unless the Card holder has timely blocked the lost/stolen card, or for the transactions performed by a third party, if they are authorized or for unauthorized transactions (in line with Paragraph 12.4.1.5 hereof).

12.5.4 In case of collection order or arrest placed on any of the accounts of the customer/card owner, the credit limit and/or overdraft allowed at the customer's/card owner's account is considered to be automatically cancelled. In case of fulfillment or cancellation (revoking) of the collection order or lifting (revoking) the arrest, the bank will be entitled to unilaterally restore the credit limit and/or overdraft.

12.5.5 Validity of paragraph 12.5.4 of the Agreement is applicable to all types of plastic cards as well as to any credit facility related to any plastic card.

12.5.6 In case the customer is employed by enterprise/organization, which is involved in the salary project of the bank, the customer/card owner grants the authority, under this agreement, to the director of the enterprise/organization (person with representative authorities) to perform the following actions on behalf of the customer/card owner:

12.5.6.1 Sign and submit to the bank the application for issuing/renewing a salary plastic card and/or allowing the overdraft/credit limit, and/or the payment order, under which the amounts transferred in national currency into customer's/card owner's salary account shall be converted (conversion) into foreign currency under the rate fixed by the bank;

12.5.6.2 Receive( accept ) from the bank and hand over to a client / card holder a plastic payroll card , the PIN - code and/or the telephone code.

12.5.7 The director (person with representative authorities) of the enterprise/organization employing the Customer/Card holder shall be entitled to assign the authorities described in paragraph 12.5.6 of this agreement to the accountant of the enterprise/organization and/or other person.

12.5.8 The Customer/Card holder is entitled to request the Bank the compensation for the authorized payment operation (transaction) initiated by the receiver (a person in whose favour the payment operation (transaction) is performed), if during the authorization of the payment operation (transaction) the exact amount of the

transaction was not specified or the amount of the transaction exceeds the amount that could have been reasonably expected by the Customer/Card holder given the previous spending characteristics and/or relevant circumstances of the transaction (the burden of proof lies with the Customer/Card holder). If the transaction amount exceeds the amount that could have been reasonably expected by the Customer/Card holder given the previous spending characteristics and/or relevant circumstances of the transaction, though the mentioned circumstances are resulting from the currency exchange, the Customer/Card holder is not entitled to require of the Bank the compensation of the transaction amount hereunder if the currency exchange rate was earlier agreed between the Customer/Card holder and the Bank/the Customer's/Card holder's payment service provide.

12.5.9 In the cases under paragraph 12.5.8 hereof, the Customer/Card holder is entitled to request the Bank the compensation within 8 (eight) weeks from the debiting of the payment account(s).

12.5.10 The Customer/Card holder is not entitled to request the compensation under paragraph 12.5.8 hereof if the Customer/Card holder gave his/her consent to the Bank/the Customer's/Card holder's payment service provider to the performance of the payment operation and/or the information on the future payment operation (if any) is supplied to the Customer/Card holder in the form/according to the procedure agreed between the Parties or is otherwise made available by the Bank or the receiver of the payment operation (transaction) amount 2 (two) weeks before the due date of the payment obligation in the form/according to the procedure agreed between the Parties.

## 12.6 **A Digital Card**

12.6.1 Digital Card Services refer to banking transactions performed by the Client with a virtual VISA card (hereinafter referred to as the "Digital Card") via the Bank's remote channel(s) (including internet banking/ mobile banking). By adding a digital card to Apple Pay / Google Pay, the Client will be able to make payments at POS terminal(s) and/or withdraw cash at ATM(s) that support Apple Pay within set limits. Furthermore, when abroad, the Client will be able to withdraw cash by means of a Digital Card only at ATM(s) that support Apple Pay / Google Pay.

12.6.2 Existing clients can apply for and activate a Digital Card in their existing card account (or open a new card account where to activate A Digital Card) remotely via internet banking and/or mobile banking and/or via channel(s) specified by the Bank.

12.6.3 A Digital Card can be used for a period of time (the validity period) indicated in remote channels that support a Digital Card (including internet banking / mobile banking). The Client can also view full Digital Card details (the Digital Card number, Identification Number) via these channels (including internet banking / mobile banking).

12.6.4 To use a Digital Card, the Client shall pay a fixed service fee defined by the Bank.

12.6.5 Terms of Use / Conditions for a Digital Card are detailed in compliance with VISA international Payment System procedures in the information material drawn up by the Bank published on the Bank's web-site: (<https://www.tbcbank.ge/web/ka/web/guest/first-digital-card-from-tbc>). Procedures and Rules of VISA international Payment Systems are described on: [https://www.visa.com.ge/ka\\_GE/support/consumer/visa-rules.html](https://www.visa.com.ge/ka_GE/support/consumer/visa-rules.html).

12.6.6 A Digital Card is protected by the 3D Secure service (Terms of Use/Detailed Conditions of the Service are available on the Bank's web-site: <https://tbcbank.ge/en/3d-security-service>).

12.6.7 All terms/provisions of this Agreement apply to Digital Card Services, which are substantially compliant with (does not contradict) virtual card services due to its specificity.

## 12.7 **Card-Related Offers**

12.7.1. Holders of certain Visa and Mastercard cards are eligible to additional services (offers) during the validity period of their cards, which are deemed as additional benefits granted on the card and includes but is not limited to free access to airport business lounge worldwide;

12.7.2. The services included in the offer are provided via third parties (Visa/ Mastercard partner companies, lounge operators in case of lounges), which set service terms and conditions independently. Therefore, the Bank shall not bear responsibility to the Client or any third party for service quality, delays/disruptions and service termination;

- 12.7.3. Terms of the offers are determined by Visa/Mastercard, which is/are entitled to amend the mentioned terms at any time, independently of the Bank. The information about the offers are available on the Bank's website [www.tbcbank.ge](http://www.tbcbank.ge). The Bank is not obliged to inform the Client about the term and any changes therein.

### **13 SHORT MESSAGE SERVICE (SMS SERVICE)**

#### **13.1 Description of the service**

- 13.1.1 The SMS banking is a remote banking service allowing a client to: obtain information about his/her operations performed on the client's bank accounts; request and obtain the necessary banking information, or carry out banking operations using the mobile phone number specified in the application submitted to the Bank, based on confirmation via SMS code sent to the mobile phone number specified in the application/by confirming the document published at the link supplied to the Client by the Bank via SMS, in accordance with the limits and rules defined by the Bank, receive information about various bank products (including credit product(s) offered by the Bank/ applied for by the Client and if he/she agrees, confirm the acceptance of the offered bank product (including a credit product) (in accordance with the rules/standards effective at the Bank), and likewise, confirm his/her personal data/any information (including, the change in his/her personal data available at the Bank/any information).
- 13.1.2 The sms service is activated automatically for the client who addresses the bank to get the bank service (service/product) or/and the benefit of the above named service (service/product), for it, the client's phone number should be registered in the bank. To cancel the sms service or change the phone number is required to fulfill one of the below listed procedure:
- 13.1.2.1 Visit the Bank's branch;
- 13.1.2.2 Call the call center;
- 13.1.2.3 Send a message to the Bank through Internet Banking from the relevant personal application.
- 13.1.3 The SMS service is regulated under provisions of this agreement, including exceptions stipulated under this Article 13.
- 13.1.4 This Article 13 shall apply to all existing and future accounts of the client with the bank. In the event of opening the new account by the client at the bank, the SMS service shall be provided in accordance with the terms and conditions of this agreement. In such case, new agreement shall not be concluded between the bank and the client and new account shall be subject to the terms and conditions of the present agreement.
- 13.1.5 The Client is aware that it will not be able to receive transactional (related to card as well as non-card transactions) and promotional messages from the Bank at its foreign telephone number (a number not issued by a mobile network operator registered in Georgia), with the exception of the mandatory notifications (as envisaged by law). To be able to receive the aforementioned messages, the Client shall apply to the Bank in order to have its foreign telephone number registered with the Bank replaced with a number issued by a a mobile network operator registered in Georgia. The replacement/editing will be done according to the procedure applicable at the Bank.

#### **13.2 Rights and Obligations of the Parties**

##### **13.2.1 The client shall:**

- 13.2.1.1 send an SMS to the cell phone number of the bank according to terms and conditions disseminated by the bank in its sources;
- 13.2.1.2 not allow third party use of his/her cell phone and/or SIM card;
- 13.2.1.3 Forthwith report the loss of the telephone device and/or SIM card and/or the changed and/or lost phone number to the Bank at +99532 2272727, in writing or via internet banking.
- 13.2.1.4 Have sufficient amount on the account (accounts) for the service fee

##### **13.2.2 The bank shall be under obligation:**

- 13.2.2.1 Based on the Client's report on the loss of his/her telephone device and/or SIM card made orally (by phone), in writing or via internet banking, ensure that the SMS service is suspended until the Client applies for the resumption of the service. If the Client reports orally (by phone), he/she must undergo the customer identification procedure as set forth in 11.2 of the Agreement.

##### **13.2.3 The bank shall have the right:**

- 13.2.3.1 to refuse carrying out the client's instruction in the event of insufficient funds standing to the client's account and/or incorrect (in breach of this agreement or provisions stipulated in sources disseminated by the bank) notification sent to the bank or existence of any outstanding debts towards the bank;
- 13.2.3.2 to send to the client messages on credit amounts (loan, overdraft, credit limit and/or other credit products), payment date, liabilities and/or effected automatic transfers (the bank shall not be under obligation to send the above notifications and in any event, regardless whether the client has received the above notification or not, he/she is under obligation to pay on time the credit (loan, overdraft, credit limit and/or other credit products) as well as other related payables (interest, fines, commissions, etc.).
- 13.2.3.3 Send to a client any type of short text messages (paid, as well as free of charge). If the client does not use paid SMS services, the client shall not pay the cost of short text messages sent by the initiative of the bank.
- 13.2.3.4 Close a current account based on the Client's SMS confirmation, which shall have the same legal force as a hard-copy document signed by the Client
- 13.3 The Parties agree that confirmation of banking operations by Client via SMS code sent to the mobile phone number specified in Client's application and/or SMS confirmation (the Client's acceptance of an agreement/ document available at the link provided via SMS) of various bank products (including credit product(s) offered by the Bank/ applied for by the Client/of his/her personal data available at the Bank/any information (including, the change in his/her personal data available at the Bank/any information) has an equal legal effect of a written document, which is printed on paper and signed by the client. Therefore, the parties agree, that confirmation of banking operations by Client via SMS code and/or SMS confirmation (the Client's acceptance of an agreement/ document available at the link provided via SMS) of various bank products (including credit product(s) offered by the Bank/ applied for by the Client/of his/her personal data available at the Bank/any information (including, the change in his/her personal data available at the Bank/any information) cannot be a prerequisite to the dispute between the parties.
- 13.4 . After performance of banking operation by Client confirmed via SMS code, Client has the right to require the Bank to transfer the printed copy of the information on banking operation(s) (payment order) performed by Client. having an equal legal effect of bank operation(s) performed by the Client.
- 13.5 The bank guarantees reliable protection of the electronic banking document (payment order) confirmed by the Client via SMS code.
- 13.6 The Client agrees to the opening of another account by entering an SMS verification code

## **14 MOBILE BANKING SERVICE**

### **14.1 Description of the service**

- 14.1.1 The mobile bank service enables the client to apply the program module/application (hereinafter referred to as the Program) downloaded into his/her own mobile phone or the bank's mobile version opened in the Internet browser of the client's mobile phone to:
  - 14.1.1.1 to have access to the banking information;
  - 14.1.1.2 to register for utilization of various banking services and to make amendments to the registered data;
  - 14.1.1.3 to carry out various banking operations within the established limits;
  - 14.1.1.4 Receive information about various banking facilities (including credit facilities) offered by the Bank to the Client and if the Client wishes so, accept/confirm the acceptance of the offered banking facility (including a credit facility) / conclude banking deal(s) (including those related to a credit facility).
  - 14.1.1.5 QR code banking transactions including cash withdrawal from ATM and/or the payment for goods/services to merchant(s)/ service provider(s).
- 14.1.2 To receive mobile bank services, the client must download and activate software (hereinafter referred to as the Software) to the memory of his/her own mobile phone from the website (or other application) indicated in the bank's information material, or enter the Internet bank mobile application from the mobile phone browser.
- 14.1.3 The mobile service is regulated under provisions of this agreement, including exceptions stipulated under this Article.
- 14.1.4 This Article 14 shall apply to all accounts of the client with the bank;

14.1.5 The Client can use mobile banking to perform various banking transactions and/or actions, including acceptance (confirmation of the acceptance) of a credit facility and/or conclude banking deal(s) (including those related to a credit facility) in line with rules, requirements, terms and conditions set forth in this Agreement as well as those effective at the Bank at the time of performing the transaction/activity;

14.1.6 To enable the Client to accept (confirm the acceptance of) a banking facility (including a credit facility) / conclude banking deal(s) (including those related to a credit facility) via mobile banking, the Bank has the right to introduce at its own discretion tools/measures (requirements/rules) and unless these measures/requirements/rules are complied with, the Client will not be able to accept (confirm the acceptance of) the offered banking facility (including a credit facility) / conclude banking deal(s) (including those related to credit facilities).

#### **14.2 Identification of the client**

14.2.1 To receive banking services, the Client shall sign up/in with their username and password.

14.2.2 The Client shall keep their username and password confidential and not allow third party access thereto.

14.2.3 Before transferring their mobile phone to a third party, they must delete the app downloaded on the mobile phone.

14.2.4 If the Client loses their phone, they must forthwith notify the Bank thereof.

14.2.5 In case of third party disclosure of the username and password on account of the Client, the Bank shall be relieved of any responsibilities whatsoever for the consequences.

14.2.6 If the Client reports username and password disclosure or the loss of the mobile phone orally (by phone), in writing or by internet bank notification, based on the report, the Bank shall suspend the internet Bank service on the Client's account until the Bank receives the Client's next instruction either orally (by phone), or in writing or via internet bank. In case of an oral instruction, customer identification shall be carried out based on the Bank predesigned questions (aimed at verifying personal as well as product/operation information),

14.2.7 In case of opening a new account, the mobile bank service will be provided after the client undergoes authentication by means of their username and password. In this case, the Bank and the Client will not enter into a new agreement, as the terms and conditions of this Agreement will apply to the new account

#### **14.3 Declarations, instructions and consents of the client**

14.3.1 The Client agrees in advance that they will register as a consumer of the electronic services in question only after having studied the service terms and conditions in detail and that the confirmation of their intention to register for the services by means of their username and password shall be deemed their consent to the terms of service they register for.

14.3.2 The Client hereby agrees that all of the Client's requests (instructions) submitted via mobile banking for obtaining banking information, registration for services, editing his/her registered data (including contact details) or performing transactions as well as any deal concluded via mobile banking and/or any communication/ activities performed for this purpose will be stored in the Bank's electronic database and have evidential power (i.e. can be used as evidence) in the event of a dispute. The Parties agree that such records shall be deemed the Bank's property.

14.3.3 While carrying out utility payments through the mobile banking the client shall be underobligation to follow the fill in format of subscriber's number, the bank shall otherwise have right to cancel the transaction and return the paid funds onto the client's account.

14.3.4 The Client acknowledges and confirms that any notification/instruction (including a payment order), any statement/ request/ confirmation (including those related to opening/closing an account and/or prepayment of a credit, cancellation and/or revision of a registered service/facility, acceptance (confirmation of acceptance) of a banking facility offered by the Bank (including a credit facility), revision of client data and any other statement/ request/ confirmation) submitted by the Client to the Bank via mobile banking, or any deal(s) (including those related to credit facilities) concluded by and between the Bank and the Client via mobile banking has the same legal force as a printed copy of a document composed in writing that bears the signature of (is certified by) a person duly authorized to use the account.



- 14.3.5 The Bank bears no responsibility for any consequence(s) if notifications/transaction details, any piece of information or documents containing the information sent by the Bank to the Client via mobile banking are accessed by a third party.
- 14.3.6 The Bank bears no responsibility for any consequence(s) of accepting notifications/transaction details, any piece of information or documents containing the information sent by a third party to the Bank from the Client's mobile banking account, as well as for the consequence(s) of its (the Bank's) subsequent actions or inactivity.
- 14.3.7 If the Bank requires, the Client shall submit to the Bank a signed physical copy of a deal/transaction concluded/confirmed via mobile banking (including those related to credit facilities) in a form/in a way acceptable to the Bank.

## 15 DEPOSIT SERVICE

### 15.1 Description of the service

- 15.1.1 Deposit service implies opening of a deposit account upon the client's (hereinafter the "depositor") application and accrual of interest on the funds standing to the credit of such deposit account.
- 15.1.2 The depositor is entitled to term and demand deposit as well as its modified services.
- 15.1.3 Depositors are required to open a settlement account (current, card, sales or other) for having deposit service.
- 15.1.4 If the Client agrees, an application for the termination of a deposit can be confirmed by the Client's SMS code, which shall have the same legal force as a hard-copy document signed by the Client.

### 15.2 Calculation of Interest on the Deposits

- 15.2.1 The interest shall accrue to the deposit to be calculated be calculated on 365 days in a year basis in accordance with each particular deposit agreement executed by the parties and sources disseminated by the bank (including booklets, brochures, information placed on the web site of the bank, etc.).
- 15.2.2 The interest shall accrue to the funds held on the deposit account commencing with the next working day after the date of crediting the funds.

### 15.3 Obligations and Rights of the bank

#### 15.3.1 The bank is under obligation:

- 15.3.1.1 to accept funds and pay the interest accrued thereon in accordance with the terms and conditions of this agreement;
- 15.3.1.2 upon the expiration of the term of the deposit or in no later than 7 (seven) calendar days from the depositor's request (according to the type of the deposit), to pay to the depositor all the funds standing to the deposit account, including the accrued interest, such payment to be performed in the same currency as the funds held in the deposit account.

#### 15.3.2 The bank shall have the right:

- 15.3.2.1 to use, freely, on his/her own behalf and in its sole discretion, the funds standing to the credit of the deposit account;
- 15.3.2.2 to withhold and transfer to the state budget income tax payments (if any) on the amounts payable to the depositor in accordance with the applicable rules, in the amount and within the periods as determined by the laws of Georgia
- 15.3.2.3 in case there exists a matured obligation of the depositor arising by operation of law or of any agreement with the bank, to cover such obligations from the depositor's any deposit account and/or to terminate the deposit agreement without further consent or authorization of the depositor.
- 15.3.2.4 Open settlement (current, card, sales or any similar) account and/or checking account for the customer in any currency without latter's additional approval if it turns out that the customer does not have such account and/or there is a necessity of opening it additionally (in this case this agreement and/or any application signed by the customer to join this agreement shall be deemed as customer's request to open settlement (current, card, sales or any similar) account and/or checking account).
- 15.3.2.5 Amount placed at the settlement (current, card, sales or any similar) and/or checking account for opening it and/or the amount that is paid in and/or transferred to the mentioned account for the purpose of supplementing

it shall be transmitted automatically (without prior consent of the customer) to the savings (deposit) account of the customer and/or the savings (deposit) account of any person indicated in the payment/transfer bill;

15.3.2.6 Transmit the sums received for transferring them to the customer's time deposit account (in case the deposit account number is indicated in the bill of transfer) to the customer's current (settlement and/or checking) account first and then retransmit them to the savings account of the customer under the paragraph 3.2 of this agreement.

15.4 **Special terms of term ("Term", "My Goal", "Child") deposit**

15.4.1 In the event of the term deposit the interest shall accrue to the balance maintained on the deposit account;

15.4.2 Accrued interest on the term deposit shall be paid to the account indicated by the depositor in advance, on monthly basis or upon expiry of the term of deposit in accordance with the agreement executed by and between the depositor and the bank.

15.4.3 In the event the depositor chooses to receive accrued interest on monthly basis, the accrued interest shall be credited to the client's account on each date of the month when the deposit was opened.

15.4.4 In the event the funds indicated by the depositor in the application are not deposited within 1 (one) day from the submission thereof, the agreement between the bank and the depositor shall automatically be cancelled.

15.4.5 In the event of premature withdrawal of the funds from the deposit, the bank shall recalculate the interest accrued to the funds at the interest rate that is lower as compared to the standard interest rate.

15.4.6 In the event of premature withdrawal of the funds from the deposit as per paragraph 15.4.5 above, the depositor shall pay to the bank a breaking fee, which shall equal to the funds representing the difference between sums to be accrued under standard terms and recalculated as per paragraph 15.4.5.

15.4.7 After the expiration of the deposit, it will renew (be prolonged) automatically by the term indicated in the Deposit Agreement if the Parties so agree. In case of automatic prolongation, the opening date of every new deposit will coincide with the expiration date of the previous deposit, while the accrued interest (after the income tax, if applicable) will be capitalized or credited to Deposit Holder's another account if the Deposit Holder wishes so. In case of automatic prolongation, the new deposit will have the same terms as the previous deposit of the same type. The terms set out herein will not apply to deposit agreement(s) if automatic prolongation issues described herein are regulated by the deposit agreement(s).

15.4.8 The Bank has the right to notify the Deposit Holder about the expiration of the Deposit by SMS (as described in Paragraph 7.1 of Article 7<sup>1</sup> of the Agreement) or otherwise as envisaged in the Agreement. The SMS 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.

15.4.9 The interest rate on the Child Deposit is fixed for one year from the opening date (agreement execution date). After one year passes from the opening date (agreement execution date), the interest rate on the deposit will change to equal the standard interest rate on Child Deposits effective at the bank at the time. The rule for interest rate revision envisaged herein shall apply upon the expiration of each one-year period from the opening date (agreement execution date) (annually, throughout the effective term of the Child Deposit).

15.5 **Special conditions on Demand Deposit**

15.5.1 In case of saving deposit the interest shall accrue on the balance existing on deposit account at the end of operation day.

15.5.2 In case of "my safe" deposit interest shall accrue on the least balance existing on the deposit account commencing from the first day of calendar month until (inclusive) the last day of the same month.

15.5.3 Accrued interest on the demand deposit (meaning the saving and the "my safe" deposits) shall be credited to the indicated account of the depositor's on the monthly basis, on the last day of each calendar month. In the event the last day of the calendar month is a holiday, the accrued interest shall be credited on the following working day.

15.5.4 The depositor can freely, without any restrictions deposit onto the demand deposit account and/or withdraw/transfer the funds therefrom (within the depositor's account).

15.5.5 The Bank may unilaterally revise the interest accrual method applied to the call deposit and/or the amount of interest, of which the Bank shall notify the Deposit Holder via SMS 2 (two) months before the change takes effect

## 16 GENERAL CONDITIONS OF CREDIT PRODUCTS

- 16.1 On the basis of this agreement the client/the cardholder is entitled to use various credit products.
- 16.1.1 Under this Agreement and a particular credit facility agreement the Bank is authorized (and not obliged) to disburse a credit (fully or partly) or service the client with any credit facility.
- 16.1.2 For the disbursement of credit facility/ies (including individual tranches), the Customer must satisfy respective condition(s) precedent / requirement(s) (if any) (whether or not these condition(s) precedent / requirement(s) are directly set out in any given credit facility agreement) and the Parties and/or their representatives must come to an additional agreement, at least orally.
- 16.1.3 Proceeding from the circumstances listed in these subparagraphs (16.1.1 – 16.1.2), the Bank is authorized not to issue the credit facility(ies)/terminate the issuance of any tranche of the credit facility(ies) at its own discretion without explaining the reasons to the client (including in case a specific credit facility agreement is signed between the parties).
- 16.2 General provisions of the credit product are defined by this article, while specific conditions are defined and regulated by the agreement on the corresponding credit product concluded by the Parties. Other types of credit product are issued generally under the agreement between the bank and the customer on the provision of the credit products which does not exclude the possibility to issue any of the credit products directly on the basis of this agreement.
- 16.3 Customer must submit the application to the bank in order to receive the credit product (several products are allowed to be received on the basis of application made via electronic means of communication (telephone, internet, electronic mail, and etc.)). The bank shall consider the application of the customer and shall decide whether to approve or deny the request for issuing the credit product (the bank is not obliged to comment on the reasons of denial).
- 16.3.1 Client may, at any time, make a request through any remote channel/means of electronic communication of the Bank for receiving a copy of credit product agreements (including a copy of agreement on credit products obtained through remote channels) signed between the client and the bank and visit the Bank's branch / service center for taking the copy.
- 16.4 After receiving the credit product the customer (borrower) shall be obliged to return it and pay the interest fee as per the conditions agreed with the bank.
- 16.4.1 Interest is accrued to the Client's outstanding liability towards the Bank and is calculated according to the actual days of use of the facility based on a 365 day calendar
- 16.5 The client's financial obligations are generally performed by way of the funds accumulated on his/her account(s)
- 16.6 In the event the client has no current account at the bank, application on credit products shall at the same time be deemed as application on opening of a current account. The bank shall open current account for the client prior to performing any of the credit services.
- 16.7 The amount that is given to the bank by the customer/card owner to pay off the credit product or the amount existing on the card owner's/customer's account shall be used to pay off insurance premium first, then the surcharge for delays (if such exist), the interest, and finally, the principle. The customer shall authorize the bank on the following:
  - 16.7.1 Change the rule given in the paragraph 16.7 of this agreement;
- 16.8 In the event of failure to pay monthly payments on time the client/the cardholder shall be under obligation to pay to the bank the delayed payment fee, whether fixed or on daily basis, which amount shall be determined in accordance with tariffs existing at the bank at the time of the occurred delay.
- 16.9 Penalty shall not apply to credit product, if the date of depositing the amount (payment) happens to be on the non-banking day. In this case, client will be liable to deposit the payable amount (to pay) on the relevant account on the next banking day.
- 16.10 In the event the client/the cardholder does not cover the credit obtained through utilized credit product, accrued interest, fines (if any), insurance premium within the term agreed with the bank or fails to pay on time any commission determined by the bank, the bank shall have the right:

- 16.10.1 to satisfy its claim by way of arresting bank accounts and/or realization of any of the client's/the cardholder's assets (this right shall not in any manner restrict the right of the bank under paragraph 3.2 hereof), irrespective of whether the customer's obligation (bank's request) is secured with the right in rem (mortgage, pledge). Besides, the bank is authorized, at its discretion, to execute in the first place a writ/payment of the asset and intangible property of the Customer, which is not the object of a security of the Customer's liabilities.
- 16.10.2 to request at any time that the client/the cardholder to enter into a mortgage or pledge agreement with the bank in order to secure the payment of liabilities incurred by way of credit line (in such event the client/the cardholder shall execute the relevant agreement in no later than 5 (five) working days from the request. Subject to the agreement the client/the cardholder shall mortgage or pledge the property subject to transfer of title thereupon to the bank, which shall not have a value less than aggregate amount of utilized credit product, accrued interest and fines and shall provide the registrations of the bank's rights at the public registry. Expenses for execution of the agreement(s) and registrations of relevant rights shall be borne by the client/the cardholder);
- 16.10.3 Require to be transferred the object of mortgage and/or pledge and after such transfer, assign the object of mortgage and/or pledge through direct sale or in any other manner prescribed by the Civil Code of Georgia, and after payment of all the costs related to sale, use the obtained amount for disbursement of funds under credit. If the funds obtained from the sale of the object of pledge cannot fully pay the borrower's indebtedness, the bank may apply execution upon any client's/borrower's property (any thing and intangible property of the client);
- 16.11 In case the client/the borrower fails to pay monthly payments, accrued interest, fines or insurance premiums on time or in the event of any other material grounds the bank shall have the right to terminate unilaterally the credit and/or the relevant agreement and request the client/the borrower payment of all outstanding credits together with associated payables (interests, fines, etc.).
- 16.12 To apply for early repayment and/or termination of a bank credit, loan, overdraft, credit limit and/or any credit product under any agreement made with the Client/Borrower, (hereinafter referred to as the "Credit" for the purposes of Articles 16.12-16.17), including full or partial prepayment and/or refinancing of the credit, the Client/the Borrower shall submit to the Bank a respective application in writing (whether as a hardcopy or electronically). The Bank will satisfy the Client's/the Borrower's application on the day it is received (provided there are sufficient funds in the Client's/the Borrower's account(s)), or on the following banking day if the Client's/the Borrower's application was filed during non-banking hours. Despite the aforementioned, the Bank may satisfy the Client's/the Borrower's application within 5 (five) calendar days of receipt due to various (including, technical) reasons and/or for the need to establish some facts. Provided there are sufficient funds in the Client's/the Borrower's account(s), from the date of receipt of the Client's/the Borrower's application until full or partial prepayment of the loan, the credit will not accrue interest. Furthermore, in cases stipulated by the law, when prepaying fully or partially on a credit (in excess of 2 000 000 GEL or its equivalent in foreign currency) the Client/the Borrower shall submit a respective application to the Bank 14 (fourteen) calendar days prior to the planned date of prepayment, in which case the Bank has the right to continue interest accrual on the credit until the credit is fully or partially prepaid.
- 16.13 In case of prepayment of the part of the loan, the bank shall be authorized to unilaterally change the schedule (draft a new schedule) of payment of the loan, in which case, the Client/borrower shall become obliged to pay off the loan according to the new schedule of the bank. The new schedule shall be drawn up one of the following principle: 1)the payable amount(principal amount (remainder of the credit) will be equally distributed over the remaining period until the loan is fully repaid; or 2) the period, remaining till full repayment of the credit will be reduced and the amount, payable in periodicity, envisaged by the schedule will remain unchanged.
- 16.14 In the event of submission of application on advance payment, the client/the borrower shall be under obligation to further supply the bank with all necessary information/documents directly or indirectly proving with the ability to determine the fact of refinancing or absence of other refinancing arrangements.
- 16.15 In the event the agreement provides for refinancing fees and the bank suspects the fact of a possible refinancing of such credit, the bank shall have the right to request at any time from the client/the borrower the delivery of any kind of information/documents within no later than 2 (two) banking days from the date of the receipt of the client's/the borrower's application of advance payment of the credit.

- 16.16 Refinancing of the credit shall mean advance repayment (payment before the agreed term) of the credit at JSC “TBC bank” carried out directly and/or indirectly, personally and/or through other person(s) by way of the funds obtained directly and/or indirectly, personally and/or through other person(s) from any other financial institution.
- 16.17 The parties hereby agree on the following:
- 16.17.1 the bank shall not be under obligation to prove the fact of refinancing and shall have the right to make decision on imposition of the refinancing fee and/or relevant commission to the client/the borrower on the basis of information held by the bank derived from any kind of source whatsoever. The client/the borrower shall bear the burden of proof on the absence of the refinancing;
- 16.17.2 fees and/or commissions on refinancing and advance repayment shall be determined by the agreement(s) executed between the parties;
- 16.17.3 in the event the client/the borrower proves the non-existence of refinancing through the court, the bank shall be under obligation to reimburse to the client/the borrower solely the commissions and/or fees deducted without authorization of the client/the borrower. The client/the borrower hereby waives his/her right of claim in connection with the damage occurred as a result of the bank’s actions (in breach of the bank’s obligations hereunder);
- 16.17.4 In case of an early settlement/closure of a bank credit/credit liability(ies) for any reasons whatsoever (including early repayment of a bank loan / credit liability(ies)), loan approval/disbursement fee (whether paid or outstanding) is not subject to reduction/adjustment/refund (unless directly envisaged by law).
- 16.18 In the event the bank request the client a submission of an insurance policy(with conditions set by the Bank) in connection with the use of a credit product, the client/the cardholder shall be under obligation:
- 16.18.1 Take out insurance with an insurance company approved by the Bank ,at rates/terms set by this company
- 16.18.2 to carry out the insurance in accordance with the requirements of the bank;
- 16.18.3 to indicate the bank as a sole beneficiary in the insurance policy.
- 16.18.4 If the term of the insurance policy is less the term of this Agreement/ additional agreement(s), submit to the Bank a renewed insurance policy not later than within 14 (fourteen) calendar days before the date of expiry of the existing insurance policy.
- 16.18.5 Pay the insurance premium and/or other related fees in the amount charged by the insurance company approved by the Bank. The payment of the insurance premium and/or other related fees is a mandatory payment related to the bank facility (including, a credit facility) and without the payment (or without undertaking the payment) thereof, the bank facility (including, a credit facility) will not be issued. The amount of the insurance premium and/or other related fees shall be set forth in a respective agreement and/or the insurance policy.
- 16.19 In the event the client/the cardholder fails to pay the insurance premium/ insurance fee according to the terms and conditions of this agreement/ additional agreement(s) and/or the insurance policy such failure shall be deemed as a delayed payment.
- 16.20 With the purpose of the Client's commitments guarantee, as well as the insurance continuity guarantee and/or in case of violation of commitments regarding insurance issues, the Borrower:
- 16.20.1 Agrees in advance to implement any activities related to the replacement of the insurance company upon the Bank’s requirement, terminate or renew insurance relations/agreement with the insurance company.
- 16.21 The client/the cardholder hereby consents to the right of the bank to deduct from any account of the client/the cardholder the insurance premium in accordance with conditions stipulated under paragraph 3.2 subject to monthly payment for the benefit of insurer (insurance company). If the amount is debited from a currency account(s), the equivalent will be calculated based on the exchange rate set by the Bank on the day of debiting.
- 16.22 Bank is entitled to:
- 16.22.1 Draw an amount from any of the Client’s accounts by direct debit, without the Client’s further consent in order to settle any of his/her liabilities before the Bank anytime after such a liability arises (the Client’s account(s) in the same currency as the Client’s liability will be debited on a priority basis to settle the liability). If the currency of the liability is different from the currency of the Client’s account, the equivalent amount is established based

on the Bank's exchange rate at the moment of drawing. Besides, the Client acknowledges that the Bank is not obliged to draw funds from the Client's account(s) by direct debit in order to settle any of his/her liabilities.

- 16.22.2 Transfer service fees payable to the National Agency of Civil Registry, Service Agency of the Ministry of Internal Affairs and/or other administrative bodies and/or other fees related to loan issuance (including insurance premium) from any account of the customer to the account of the corresponding person without customer's subsequent approval (without notice);
- 16.22.3 Write off corresponding amount from any account of the customer, convert it into national currency, transmit it to customer's GEL account and retransfer the amount to the account of the corresponding person at any time without his/her subsequent approval (without notice) in order to repay for the item or services purchased by the customer through the loan issued by the bank.
- 16.22.4 If a scheduled payment (on any credit facility) under any additional agreement executed within the scope hereof becomes overdue for 7 (seven) days, inform thereon the person(s) indicated in the Client's credit facility application (family members, referees, contact persons, etc.). Furthermore, the Bank is authorised to reach out to person(s) (family members, referees, contact persons, etc.) indicated in any credit facility application of the Client (including for credit facilities already closed/cancelled) and/or person(s) who have deposited/transferred cash to the Client's account(s) exclusively for the purpose of establishing the Client's whereabouts/ contact information, to which the Client agrees in advance.
- 16.22.5 In the case of overdue payment of the amount, specified in the schedule of any additional contract (any credit product) concluded on the basis of this Contract for 2 (two) days, to block the bank accounts of the borrower and/or the client's guarantor(s) – limit active operations to/from accounts (withdrawal, transfer, conversion of amount, etc.). Only performance of incoming transfer/ amount depositing operations will be possible on the account(s).
- 16.22.6 To secure the Client's obligation(s) under any Additional Agreement (any credit facility) executed within the scope of this Agreement, block in the Client's bank account(s) the amount of funds equal to a scheduled payment on any given credit facility (restrict the availability of the amount) at any time on the due date under the Repayment Schedule. Furthermore, the Bank reserves the right for the purpose set out herein, to block the overdue amount(s) in the Borrower's Co-Borrower's and/or the Client's Surety's account(s) as soon as the payment on a credit facility(ies) goes overdue.
- 16.23 If the insurance premium payable by the Client (the insured) is overdue, the Client authorizes the Bank (the beneficiary) to ensure on its own the payment of the outstanding insurance premium to the insurer, at its own discretion, though no later than within 90 (ninety) days.
- 16.24 If the Bank pays the insurer an outstanding insurance premium (on behalf of the Client) in compliance with Paragraph 16.23, the Bank is authorized to claim from the Client (the insured) the full amount of insurance premium paid by the bank to the insurer.
- 16.25 The insurance shall be deemed terminated/suspended (at the Bank's discretion) if the insurance premium payable by the client (the insured) is 90 (ninety) days overdue. Despite the aforementioned, the Bank (the beneficiary) is authorized to update the insurance (unilaterally resume the insurance terms) in case the client's liability before the bank is fully settled. However, the insurance claims for the cases occurring during the overdue period shall not be compensated.
- 16.26 If the Client has to service several liabilities at a time (pay several credit payments on the same date), on each such occasion (each time before he/she makes such payments), the Client can file an application to any branch/service centre of the Bank and request a permission to pay the liabilities in a preferred order. If the Client does not exercise this right, the Bank will deduct the payments in the following order: first, he/she will deduct credit card/overdraft payment(s), then unsecured credit payment(s) and last - secured credit payment(s). Furthermore, in each case, the Bank reserves the right to revise unilaterally the order of payments to be charged.

## **17 Provisions for Credit relations and/or Termination of the Agreement**

- 17.1 Bank is entitled to terminate its relations with the customer and/or the validity of any, several or all additional agreements and/or require the customer to refund the principle, interest and surcharge (if such exists) in case any of these circumstances are taking place:
- 17.1.1 Customer breaks any obligation either under this agreement, any additional contract signed on the basis of this agreement or any document signed with the bank;
- 17.1.2 The Client breaches his/her payment liability under the Schedule attached to any Additional Agreement executed within the scope of this Agreement. Furthermore, in the case of the Seasonal Schedule, which does not envisage monthly payments but “seasonal payments” due on the date(s) (during a year) agreed between the Client and the Bank, the Bank will have the right to exercise any of the measures set out in Paragraph 17.1, if the Client breaches any of his/her liabilities under the Seasonal Schedule (by being late even once on his/her scheduled payment) and fails to settle the overdue payment withing an additional two weeks’ notice;
- 17.1.3 Any prerequisite, additional condition and/or the claim of the bank made to the customer is not fulfilled (violated);
- 17.1.4 Customer undertakes any commitment without prior written consent of the bank;
- 17.1.5 Customer makes use of credit product received under any additional agreement inappropriately (violates its purpose of use);
- 17.1.6 Customer’s capital reduces significantly;
- 17.1.7 Significant changes take place in the property of the customer without prior written consent of the bank;
- 17.1.8 Significant changes of the customer, his/her surety, founders of any party and/or guarantor of any contract signed for securing this agreement, as well as changes in management or executive/supervisory board take place without prior written consent of the bank;
- 17.1.9 Significant part of customer’s assets (twenty percent or more) is alienated without prior written consent of the bank;
- 17.1.10 Property and/or financial conditions of the customer, his/her surety or any party and/or guarantor of any contract signed for securing this agreement is deteriorated or the risks that such circumstances will be occurred are becoming real;
- 17.1.11 Any party to the contract signed for securing this agreement, or its successor, violates any provision of the corresponding agreement;
- 17.1.12 Collateral(s) of this agreement are destroyed, damaged and/or depreciated for which the bank shall not become liable;
- 17.1.13 Enforcement procedures are commenced against the customer;
- 17.1.14 Any banking account or property (any item or nonmaterial property) of the customer is arrested or any action is made towards the property of the customer to enforce the claim, decision and/or tax liabilities;
- 17.1.15 Any rights, obligations and/or limitations (including tax lien/mortgage, arrest, and etc.) are enacted against any property of the customer being encumbered with security interest or mortgage for the purpose of securing this agreement, and/or any item and/or nonmaterial property of the customer;
- 17.1.16 The Client, his/her Surety, any Party to any agreement securing this Agreement and/or the Guarantor thereof faces the threat of bankruptcy/liquidation, the bankruptcy proceedings have been started at the court and/or any of the Parties mentioned herein have made a windup decision on their own;
- 17.1.17 Any authorized entity deprives customer of any asset or its significant part, or performs nationalization of such an asset and/or if any other form of expropriation is taking place;
- 17.1.18 Any application and/or information submitted to the bank by the customer turns out to be significantly wrong or incorrect (untrue);
- 17.1.19 Customer commits any action which aims at misleading the bank;
- 17.1.20 Any circumstances that may call into question the fulfillment of any obligation(s) of the customer, his/her surety, or the party to any contract signed for securing this agreement, or timely payments by the customer.
- 17.1.21 The Client breaches the Bank’s Employee Discrimination, Violence and Harassment Policy (<https://tbcbank.ge/en/employee-protection-policy>).

- 17.2 The customer shall be obliged to notify the bank immediately whenever any of the circumstances listed in the subparagraph 17.1.1-17.1.20 is taking place;
- 17.3 In cases described in the paragraph 17.1 of this agreement (regardless of whether any of the circumstances listed in the paragraph 17.1 of this agreement is taking places due to customer's fault) the customer shall be obliged to return immediately (or within the period defined by the bank) the principle amount to the bank together with the interest accrued, surcharge (if such exists) and fulfill all financial commitments taken before the bank;
- 17.4 Whenever any of the circumstances described in the paragraph 17.1 of this agreement are occurred the bank shall be entitled to place customer under strict monitoring regime without customer's subsequent consent (without notice), which means that the bank is fully authorized to send its representative to the customer (any of premises belonging to the customer) in order to collect the whole or the part of the amount payable to the bank directly from the customer (including cash register) through monitoring customer's actual revenues;
- 17.5 In cases described in the paragraph 17.4 of this agreement the customer shall be obliged to secure immediate access for the bank representative to examine mortgaged item and collateral and/or any of customer's assets (property) and/or study customer's financial status, which shall not exclude the possibility of application of any other rights granted to the bank under this agreement and/or the legislation.

## 18 CREDIT LIMIT

- 18.1 By authorizing a credit limit on a card account, the client is entitled to use a credit resource within the range of the credit limit.
- 18.2 Card owner submits the application to the bank in order for the credit limit to be allowed at the card account. The application must include the maximum amount of credit limit desired by the card owner; currency of the limit and the term within which the card owner is ready to repay the credit limit; annual interest rate (as per the rates established by the bank), and other information.
- 18.3 Upon receipt of application from the card owner the bank shall study the possibility of allowing the credit limit and in case the positive decision is made the bank authorizes the card owner to use the credit limit allowed at his/her card account as per the conditions established by the bank, about which the card owner shall be properly notified through any forms provided by this agreement. At the same time, the customer shall be obliged to contact the call center of the bank (at the telephone number +99532 2272727) within 3 (three) business days after the date of submitting the application to the bank to make inquiries about the credit limit allowed at his/her card account.
- 18.4 Card owner shall be obliged to pay service fee to the bank for utilizing the used credit limit the annual rate of which is determined under the rates established by the bank for utilization of the credit limit fixed as of the moment of using it, recalculated based on 365 (three hundred and sixty five) days of the calendar year. Interest shall be accrued on the used part of the credit limit from the date of its generation up to the date of its full repayment (factual payment).
- 18.5 Commitment of the card owner to pay off the monthly payable amount to the bank shall arise from the moment of using the credit limit or any of its part. The monthly payable amount generally includes insurance premium, part of the used credit limit and the interest accrued on the used credit limit.
- 18.6 The monthly payable amount shall be paid:
- 18.6.1 Before the day of month indicated in the Cardholder's application for the respective credit facility - in the case of a credit card limit and overdraft.
- 18.6.2 Following the rules established by the bank, in case of credit card "Ertguli".
- 18.6.3 The amount deposited/transferred to the account for the settlement of the liability before the Bank, shall be held in the account for at least 30 (thirty) minutes, otherwise the liability will not be deemed fulfilled (the outstanding liability will not be deemed settled);
- 18.6.4 If the client transfers and/or withdraws the amount from the account for the settlement of the liability before the Bank, for the purpose of refunding (transferring/depositing) the amount to the account, at least 30 (thirty) minutes shall pass from the outgoing transfer/withdrawal transaction to the incoming transfer/deposit



transaction, otherwise the liability will not be deemed fulfilled (the outstanding liability will not be deemed settled);

18.7 Bank is authorized to perform the following:

- 18.7.1 In case of a significant change of circumstances, due to which the Bank decided to allow/increase the credit limit and/or in case of violation of obligations under this Agreement or the application on allowance/increasing of credit limit by the cardholder, at any time without prior notice unilaterally cease/cancel action of the card or cancel/reduce/terminate the right of credit limit usage and/or through the notice to the cardholder to demand the cardholder to return used amount (credit) together with accrued interest and penalty no later than 14 (fourteen) calendar days after receiving the notice by the cardholder.
- 18.7.2 On its own initiative without prior notice to the cardholder to allow the credit limit to the cardholder's card account. On its own initiative or on the basis of cardholder's application without changing the Agreement on credit limit allowance unilaterally increase the limit already allowed to the card account or the validity of credit limit, on which the general conditions of Agreement on credit limit allowance will spread, the cardholder declares his consent to it by signing the application on credit limit allowance/credit limit change.
- 18.8 Commission fee shall be paid by the customer as per the rates established by the bank for the allowance of the credit limit on the card account, as well as for increasing the amount of the credit limit or receiving formation related it.
- 18.9 The Customer may have a maximum 55 (fifty-five) day grace period. During the grace period, the Client is not required to settle the outstanding credit amount (the credit amount used) for 25 (twenty-five) days from the subsequent Billing Date. Therefore, the amount does not accrue interest. The Client is also entitled to an interest free period. In this case, he/she shall pay off the outstanding credit amount (the credit amount used) as of the Billing Date in full or in parts until the Final Due Date indicated in the Additional Agreement. If the Client fails to use the Interest Free Period option, in the subsequent Billing Period the Interest Free Period option will only apply to the part of the outstanding credit amount used after the previous Billing Period. More details regarding the use of the Interest Free Period are provided in the respective Additional Agreement. See examples on the Grace Period and the Interest Free Period at: [bit.ly/ertguli-examples](http://bit.ly/ertguli-examples).
- 18.10 The Parties agree that the "TBC Prime Card"/ held by the client, will be changes by the "Ertguli" credit card, without change/ replacement of the relevant plastic credit card and formalization of new contract and/or introduction of change into the Contract, related to the use of "TBC Prime Card" credit card. For the purpose of elimination of any doubt, the Parties agree that the plastic credit card, which is nominated / mentioned as "TBC Prime Card" is regarded as "Ertguli" credit card and the terms of the Contract of the credit card, related to "TBC Prime Card", formalized with the client, together with the Present Contract, apply to it. Consequently, the "Ertguli" credit card, mentioned in this Contract, implies the credit card, which is nominated/ mentioned as "TBC Prime Card" on plastic cards.
- 18.11 Guidelines and terms specific to the use of Ertguli credit card(s) are also provided in information materials distributed by the Bank and published on the Bank's website indicated in this Agreement.
- 18.12 Expiration of the "Ertguli" credit card and/ or the term of the credit limit does not exempt the Customer from his/her obligations under the present Agreement and the respective credit card agreement, including from payments under the respective Additional Agreement and from other outstanding credit liabilities.
- 18.13 The Bank is authorized to abolish of the "Ertguli" credit card at any time, unilaterally and automatically replace is with identical or similar credit product. Besides, automatic replacement means unilateral coverage of client's liabilities, related to the "Ertguli" credit card by the Bank and allowing the relevant credit limit on identical or similar credit product. The client will be notified about automatic replacement and, is necessary, will be required to formalize the relevant contract; the client is authorized to refuse/ to disapprove replacement of the "Ertguli" credit card with other identical or similar product; in such case, the Bank is authorized to demand from the client, by notification, return of the used amount (credit) together with the accrued interest and fine not later than during 14 (fourteen) days from receipt of notification by the card holder.

- 18.14 The Bank is authorized to include credit cards of JSC “TBC Bank” into encouraging projects/ programs mentioned in p. 12.1.9 of the Present Contract (including the “Ertguli” credit card). Consequently, the regulations, provided in p.p. 12.1.9-12.1.16 shall fully apply to credit cards.
- 18.15 The client acknowledges that, together with the payments provided by the Present Contract, any other contract, covered by this Contract and credit card contract, he/ she is obliged to make any other due payment, arisen towards the Bank, including unpaid credit indebtedness, accrued interest(s) to it, fine(s), penalty (penalties) (as well as card service commission amounts) and any other financial expense(s).
- 18.16 The Bank is authorized, at its own discretion, to write off/ cut off the credit indebtedness and any financial expense (including interest, fine amounts, annual interest rate, etc.) related to the credit card from the credit limit, inter alia, cashing limit.
- 18.17 The Parties agree that the credit limit used by the Client will be repaid from amounts transferred to the Bank and/or available in the Client’s account(s) in the following order of priority: penalties/fines, accrued interest, fee(s), cash transactions/withdrawals (including ATM withdrawals and transactions performed via internet banking, mobile banking or in a branch), non-cash transactions (including those performed via POS terminals and e-commerce) and finally, transfers for refinancing a credit liability towards a different financial institution (a transfer carried out on the Client’s instruction when he/she visits a branch/service centre). .
- 18.18 The Client confirms that he/she is closely familiar with the terms and conditions / tariffs of the Ertguli credit card published on <https://tbcbank.ge/en/loans/ertguli-credit-card>.
- 18.19 The Client acknowledges and confirms that in order to satisfy any liability towards the Bank under a respective credit card agreement, the Client shall deposit funds into the credit limit account, which shall not prevent the Bank from drawing funds from any of the Client’s accounts without the Client’s further consent (by direct debit) to settle any liability towards the Bank.
- 18.20 Under the Additional Agreement signed in reliance on this Agreement, if the Client’s payment on the Ertguli Card is 2(two) days overdue, the Bank is entitled to restrict/block the card from being used.

## 19 LOMBARD LOAN

- 19.1 Lombard Loan is a loan granted by the bank against security, in particular, the client’s (hereinafter the Borrower) and/or any third person’s movable things (jewellery)
- 19.2 At any time before expiration of the term of Lombard Loan or the sale of security (pledged jewellery) upon the date of repayment of Lombard Loan, the term of Lombard Loan may be extended for the period agreed by the parties if the Borrower has paid the interest rate accrued and the prolongation commission by the moment
- 19.3 The bank may at any time:
  - 19.3.1 Cancel the provision in paragraph 19.2 of this agreement by giving a notice to the borrower;
  - 19.3.2 Revalue (reduce the price of) the items pledged in order to secure the Lombard Loan and require the borrower to repay the Lombard Loan before the scheduled term (in advance) in the amount equal to the price difference or to present collateral security (pledge of jewellery).
- 19.4 If the bank exercises any of the rights under paragraph 19.3 of this agreement, the borrower shall meet the requirements of the bank within the term specified thereby
- 19.5 Despite the name “Lombard Loan”, the bank may enjoy the right under paragraph 16.10 of this agreement if the borrower fails to fulfill any obligation assumed hereby in a timely manner.

## 20 Card Security Service

- 20.1. Pursuant to the terms and conditions of this Agreement and the Service Application Form, by means of the Card Security Service, the Bank protects its Customers (Cardholders) from the consequences of an illegal (fraudulent) third-party use of the Customers’ card at ATMs and/or POS terminals and/or errors occurring during the Customers’ transaction. The service applies to payment card(s) selected/indicated in the Card Security Service Application and the account(s) linked thereto.
- 20.2. Within the scope of the Service envisaged in Paragraph 20.1 of this Article, the Bank will refund the Cardholder on the terms and conditions and within the limits envisaged by the Card Security Service Application.

- 20.3. Being the Bank's cardholder is a necessary precondition for receiving the Card Security Service.
- 20.4. The Client can confirm the Card Security Service Application and changes thereto by an SMS code, which shall have the same legal force as a hard-copy document signed by the Client.
- 20.5. The Cardholder can apply for the Card Security Service at the Bank's service center/ branch / via the Bank's Call Center / based on his/her internet/mobile bank application/notification.
- 20.6. The Card Security Service limit and service fees per the limit(s) are provided on Bank's website (<https://tbcbank.ge/en/tbc-card/card-security-service>), in the Bank's leaflets, the service application form and the Bank's other informational channels/resources.
- 20.7. The amount of the Card Security Service fee shall be determined according to the Card Security Service limit.
- 20.8. The card security service becomes valid immediately after the card security service fee is deducted from the cardholder's account (or upon charging the tariff plan price if the tariff plan covers the card security service). Each subsequent fee will be charged after 1 (one) calendar year has passed from the date of drawing the fee in the previous calendar year.
- 20.9. The Card Security Service fee will be deducted from the account(s) linked to the card in question (to which the Security Service applies) by direct debit (without the Customer's further consent). Furthermore, if the available balance in the mentioned account(s) is not sufficient, the Bank may draw the amount of the fee/the outstanding liability from any other account of the Customer (if necessary, through conversion at the Bank's commercial rate as of the time of debiting). For the purpose of charging the fee, the term of the Security Service shall be deemed started on the date of Card Security Service registration (the effective date of the Service) and continue until the expiry date of the card. If the Customer buys the Card Security Service less than 1 (one) calendar year before the card's expiry date, the Bank will provide the card security service until the card's expiry date in return for the annual fee paid by the Customer.
- 20.10. Service corresponding to the Card Security Service shall be deemed as suspended, if the annual commission fee cannot be deducted from the customer's account for any reason. The service shall be reactivated from the day when the commission fee is deducted from the cardholder's account.
- 20.11. During the period when the Card Security Service is suspended, transactions on the card in question shall not be refunded (including in case of third-party illegal/fraudulent use of the Customers' cards and/or errors occurring during the Customers' purchase transactions (acquisition of goods/services)).
- 20.12. The Card Security Service applies on a one-time basis and automatically discontinues upon the first event of an illegal/fraudulent third-party use of the card or the occurrence of a transaction error. Furthermore, in the event of an illegal/fraudulent third-party use of the card, the Cardholder shall cancel the card in question after the refund.
- 20.13. In case of cancellation, loss of or damage to the card prior to its expiration, the Card Security Service linked to the card shall also be subject to cancellation.
- 20.14. The card security service is valid until the card expiry date, with exclusions envisaged by this Agreement and/or the Card Security Service Application. The card security service terminates upon the cancellation of the card irrespective of causes thereof. Furthermore, the Bank may cancel the card security service in the events envisaged in this Agreement (including in Paragraphs 20.19; 20.20; 20.21) and/or the Card Security Service Application
- 20.15. Amount of the limit for one Card Security Service shall apply to one card only. It is unacceptable to apply several limits of the Card Security Service to a single card.
- 20.16. The Cardholder claim review period and terms of refund / other important terms:
- 20.16.1. The Customer authorizes the Bank to dispute on behalf of the Customer, in the Visa and/or MasterCard international network(s), a transaction/ illegal action carried out with the Customer's card. Furthermore, the Client agrees that if the claim is satisfied, the VISA and/or MasterCard will refund the claimed amount to the Bank and the refund will remain with the Bank.
- 20.16.2 The Customer is aware that if the claim/dispute sent by the Bank to the Visa and/or MasterCard international payment network(s) on a transaction/ illegal/fraudulent action carried out with the Customer's card is not successfully completed, if Visa / MasterCard does not refund the claimed amount(s) to the Bank, including if there is evidence of the

Customer's being guilty of /accessory to the card transaction / the illegal/fraudulent action, the Bank is entitled to claim back the refund it has issued to the Customer. Unless the Customer consents to returning the refunded amount, the Bank is entitled to suspend/cancel the Card Security Service on all of the Customer's cards;

20.16.3. The Client authorizes the Bank to contact the merchant and claim the refund of the Client's payment (to the Bank) in line with terms and conditions envisaged in this Agreement and the Card Security Service Application, provided the Client is disputing over Services not Provided / Merchandise Not Received or Not as Described or Defective Merchandise (service);

20.16.4. If the Bank refunds the Customer for Services not Provided / Merchandise Not Received or for Not as Described or Defective Merchandise (service) and after the refund the merchant provides the Customer with the services/merchandise or remedies the defect, the Bank is entitled to claim back the refunded amount and deduct the sum refunded from any of the Customer's accounts by direct debit (without the Customer's further consent) (if necessary, through conversion at the Bank's commercial rate as of the time of debiting).

20.16.5. Exclusions that are not refundable under the Card Security Service:

20.16.5.1. Release of funds placed on hold;

20.16.5.2. Funds retained in an ATM (abroad);

20.16.5.3. PIN-based transactions;

20.16.5.4. 3D-Secure transactions;

20.16.5.5. Ecommerce transaction settlement failure (online sales proceeds are not settled to the merchant's account);

20.16.5.6. Transfers to the treasury and state organizations;

20.16.5.7. Broker transactions;

20.16.5.8. Transactions of payment service providers;

20.16.5.9. Delayed capture of payments;

20.16.5.10. Dynamic Currency Conversion (DCC) refund claims;

20.16.5.11. Customer withdrawals at the Bank's facilities

20.17. The Bank is entitled to request, while the Cardholder is obliged to provide an additional written statement from a relevant law-enforcement authority (or from a competent foreign authority) about the illegal/fraudulent use of the card or any other information/document that will help the Bank make a decision on refunding the Cardholder the amount spent through illegal/fraudulent use of the card. If the aforementioned documents/information are/is not provided to the Bank, it (the Bank) is released from its obligations under the Card Security Service.

20.18. Bank shall not reimburse:

20.19.1 If the amount spent through illegal/fraudulent use of the card exceeds the limit agreed with the Customer.

20.19.2 If the card was used illegally with the permission of the owner by the third person or/and by the relative or family member of the cardholder.

20.19.3 Upon occurrence of the events specified by the Law of Georgia about 'Payment systems and payment services'.

20.19.4. The Cardholder fails to ensure that the lost/stolen card is blocked immediately

20.19.5. If there is evidence of the Cardholder's fraud or guilt or the Bank has a reasonable doubt thereof;

20.19.6. The Customer does not forthwith report the illegal/fraudulent use of the card and/or the operation/transaction error to the Bank and does not file a written statement containing relevant justification/proof within 60 (sixty) calendar days;

20.19. Bank reserves the right to refuse providing the norms of the card security service, if there will be found illegal/suspicious transaction request reimbursement on three different cards by the one client during the one working year.

20.20. The bank shall retain the right for early termination of the Card Security Service for any reason. The customer shall be notified thereof via the short message service (in accordance with paragraph 7.1. of article 7<sup>1</sup> of the Agreement) sent to the mobile phone number registered at the Bank. In such a case, the Bank shall render the service stipulated by this article of the agreement to the cardholder within the term of received commission fee only.

20.21. If the card or the balance therein is protected from an unlawful use by a third party insurer (or there is such offer from a third party security service provider), the Cardholder's refund claim (for an unlawful use of his/her funds) shall be addressed to the aforementioned third party in the first place. Furthermore, pursuant to rules and limits stipulated herein, the Bank has the obligation to refund for an unlawful use of the funds only if the third party insurer/ security service provider does not fully refund the unlawful payment. If the third party insurer/ security service provider refuses cash refund, the Cardholder shall submit to the Bank the evidence of refund refusal from the third party insurer/ security service provider along with his/her refund claim, after which the Bank will provide the refund of the funds used unlawfully pursuant to rules provided for herein.

## **21 Nominee Account**

### **21.1 Description of the service**

- 21.1.1 The Service considers opening of the Aggregated nominee account or Segregated nominee account (hereinafter the Nominee Account) for the Client (hereinafter the Owner of the Account) by the Bank on the basis of the application of the Client and in accordance with the Georgian legislation. The Nominal Owner's account will be opened only in the form of current account.
- 21.1.2 Only the financial means of the owner of the account can be allocated or transferred from the Nominee Account, which is owned and disposed by such person in accordance with the Georgian legislation, and separated from its personal financial means.
- 21.1.3 In case of such request from the Bank occurs, a person with the ownership right over the Nominee Account in obliged to submit to the Bank information regarding its client (clients) and/or regarding their beneficial owners.
- 21.1.4 The Nominee Owner shall be held responsible for the content and purpose of the operations carried out on the Nominee Account.
- 21.1.5 It is not permissible to dispose the amount located on the Nominee Account on the basis of the assignment represented directly by the Client of the Nominee Owner of the Account.
- 21.1.6 The Nominee Account can be transferred (registered) on other person's name on the basis of decision made by the authorized person as determined by Georgian Legislation.
- 21.1.7 Standard tariffs set by the Bank for the current accounts apply to the Nominee Account.

## **22. PAYROLL PROJECT**

### **22.1 Description of the service**

- 22.1.1 The payroll project service implies the transfer of funds upon the client's request from its current account to the accounts of the client's employees (hereinafter the "employees") through the special system – payroll program module (hereinafter the "module").
- 22.1.2 The client may, at its discretion pay its employees' commissions for card issuance and withdrawal of funds from the accounts.
- 22.1.3 The payment operations performed by the bank from the client's account through its payroll program module are carried out by way of special program agreed in advance between the parties (by way of, compact disc, internet banking, EXCEL file).
- 22.1.4 Upon the client's wish the bank shall convert funds transferred on the employees' accounts (transfer from GEL account to foreign currency account) with the established exchange rate.
- 22.1.5 In order to establish relations with the bank regarding the payroll offer and the module, the client shall act independently or via the person appointed by him/her, for whom the representative powers shall be concluded by the Bank in the form offered to the client..
- 22.1.6 For the purposes of obtaining the module services the client shall petition to the bank with the application as per paragraph 1.2 of this agreement.
- 22.1.7 When taking advantage of the payroll offer, if the funds (salary) are not transferred from the client's account to the employee's account during 6 (six) months (if there is not turnover), the employee shall lose all advantages which applied within the framework of the payroll offer. Additionally, in case if during the validity of payroll offer, the funds (salary) are not transferred from the client's account to the employees' accounts during 6 (six)

months, together with termination of the discounted fees/privileges for the employees the client shall stop taking advantage of the service which it received under the payroll offer and all other discounts which the client benefited from within the framework of the aforementioned service shall be terminated.

22.2 The client shall be under obligation:

- 22.2.1 to submit to the bank information regarding the funds subject to transfer to the employees' accounts by way of device containing an electronic information in the form of electronic file pre-agreed by the parties;
- 22.2.2 in the event the client wishes to transfer salaries of the employees' accounts, to submit to the bank payment order with the aggregate amount of salaries to be transfer on the employee's accounts as well as employees registry (list) printed out from the electronic file as per paragraph 22.2.1 stating the employees account numbers, amounts and currencies in which the bank shall convert the salaries transferred to the employees accounts according to the exchange rate of the bank.
- 22.2.3 to inform immediately the bank in writing on termination of employment relation with the relevant employee;
- 22.2.4 to pay in full the bank service commissions of cards procured for the employees within the payroll program (before expiry of the card's validity term), in the event the client refuses to use services provided in this Article and/or this agreement within one year from commencement of using payroll program module services;
- 22.2.5 to pay to the bank withdrawal fees of the funds from employees cards procured within the terms of payroll project, in the event it is indicated in application on payroll program module.
- 22.2.6 Submit to the bank the copies of the employees' personal identification documents (ID cards, or passports) and the copies of taxpayer's certificates (if any), the conformity of which to the original documents shall be certified by signature of the client's authorized representative;
- 22.2.7 Timely provide the client's employees with the complete, accurate, understandable and necessary-for-decision-making information on the bank services and products, which will not incite the employees (customers) to make such decisions that they wouldn't make under the condition of holding accurate and complete information;
- 22.2.8 Provide the client's employees with the information on currency risk when the employees' (customers') revenues are not hedged against exchange rate changes. Furthermore, in case of foreign currency deposit placement/credit receipt, provide the employees (customers) with the information on the products under similar conditions in the national currency;
- 22.2.9 Before signing the agreement, introduce each employee (customer) to the financial costs set forth in the agreement and after obtaining explicit consent, enter into the agreement therewith.
- 22.2.10 Receive from the bank and give the client's employees the plastic cards with PIN codes , internet banking codes in sealed envelopes and other documents, also ensure that the holders sign the plastic cards;

22.3 The bank shall be under obligation:

- 22.3.1 Transfer the funds to the Employees' accounts no later than the following banking day from receiving the instruction described in Article 22.2.2.
- 22.4 By signing the present agreement, the client and the bank agree that for due performance of the obligations determined in article 22.2.6-22.2.10 of the agreement, representative of the bank in relations with the client's employees will be the client or by signing salary project involvement application, the client's employee nominated (appointed) by the client who will directly perform the actions given in article 22.2.6-22.2.10 on behalf of the bank. Client or the person appointed by it shall be obliged to:
  - 22.4.1 Personally make (create) copies of the documentation confirming the identity of the employees and certify the truthfulness of the copies to the original in accordance with the rule established under the regulation of the Head of Financial Monitoring Service of Georgia ("On Approval of the Customer Identification and Verification Rule by Accountable Person") and the "Law of Georgia on Facilitating the Prevention of Money Laundering and Terrorism Financing".
  - 22.4.2 to be present personally during signing of application on participation in payroll program by the employees and upon request of the bank confirm thereto (or to any other person nominated by the bank) immediately in writing or in any other form requested by the bank that a person indicated in the relevant application has indeed in personnel performed the signature.

- 22.4.3 to submit to the bank certified copies of employees' personal identification documents in no later than 5 (five) calendar days after such certification.
- 22.4.4 Receive from the bank and give the client's employees the plastic cards with PIN codes, internet banking codes in sealed envelopes and other documents, also ensure that the holders sign the plastic cards;
- 22.4.5 Perform the duties set forth in paragraphs 22.2.6 – 22.2.10 of this agreement in good faith, fully and properly.
- 22.5 If the client involves a new employee in the payroll program, the client shall be deemed the bank representative again having the limited powers under paragraphs 22.2.6 – 22.2.10 of this agreement; and the person nominated (appointed) in compliance with paragraph 22.4 of this agreement shall perform the duties set forth in paragraphs 22.2.6 – 22.2.10 of this agreement in terms of a new employee of the client

### **23. E-Signature (Digital signature)**

#### **23.1. Electronic Signature:**

- 23.1.1. Electronic Signature means the execution of a signature (including of a qualified or advanced electronic signature) electronically (including through the electronic signature platform – signify) by a Client for the purpose of performing the banking transaction(s) defined by the Bank under the Georgian law and in line with the standards and the procedure applicable at the Bank and/or for certifying credit and/or deposit products-related and/or other relevant deals/agreements/documents defined by the Bank.
- 23.1.2. For the purpose of performing the banking transactions and/or certifying/signing credit and/or deposit products-related and/or other deals/agreements/documents defined by the bank, the signature (including a qualified or advanced electronic signature) executed by the Client electronically (including through the electronic signature platform – signify), pursuant to the Georgian law and this Agreement concluded between the Parties, shall carry the same/equal legal effect as a written/tangible document and a handwritten signature.
- 23.1.3. The Parties agree that the documents/deals/agreements executed and signed electronically (including, through the electronic signature platform – signify), carry the same/equal legal effect as a tangible document and a document/deal/agreement certified by the Client's handwritten signature. Consequently, the issue of electronic execution/signing of a document/deal/agreement may not serve as the basis for a dispute.
- 23.1.4. After the performance of the banking transaction/electronic execution/signing of credit/deposit products-related deals/agreements, the Client is entitled to request the Bank the transfer of the printed copy of the document of electronically executed banking transaction(s)/deals/agreements.
- 23.2 The Client (the Principal) acknowledges that the Attorney's any action taken, deal/agreement/document executed/signed with the Bank on behalf of the Client (the Principal) under a relevant Power of Attorney leads to legal consequences for the Client (the Principal), including the deal/agreement/document signed electronically by the Attorney on behalf of the Client (the Principal) leads to legal consequences for the Client (the Principal).
- 23.3 The Bank is not held responsible for the consequence(s) of other person's receiving the notification or the documents containing any other information sent by the Bank by using the Client's (the Principal's) contact details, including the electronic mail address, mobile telephone number, updated at/supplied to the Bank by the Client or the Attorney under a relevant Power of Attorney, on behalf of the Client (the Principal).
- 23.4 The Bank is not held responsible for other person's use of the Client's (the Principal's) contact details updated at/supplied to the Bank by the Client or the Attorney under a relevant Power of Attorney, on behalf of the Client (the Principal), including for other person's action taken via the Client's mobile telephone number or for the consequence(s) of the Bank's receiving the notification or the documents containing any other information sent by other person from the Client's electronic mail address and consequently, of the Bank's taking/refraining from an action.

### **24. Remote Banking (Mail Banking)**

## **24.1 Service Description**

- 24.1.1 Remote Banking Service- Mail Banking – means the performance of the banking transactions in line with the instruction sent/submitted to the Bank via electronic mail/expressing one's wish (filing an application to the Bank) for receiving different banking (including credit) facilities and receiving (confirming) a relevant service/facility based on the positive decision taken by the Bank, as well as receiving/confirming the banking (including credit) facilities offered by the Bank, provided the Client fully observes the criteria, requirements, rules and preconditions set by the Bank.
- 24.1.2 The criteria for using the Mail Banking Service, including, relevant tariffs and other information, are published on the Bank's website - [www.tbcbank.ge](http://www.tbcbank.ge). Besides, the Bank is authorized to set for the Client some requirements and preconditions while rendering particular services in line with the Article 24.1.1. hereof;
- 24.1.3 The Bank shall not be held responsible for the consequence(s) of a third party's receipt of the notification or the documents containing any other information sent by the Bank via electronic mail supplied to the Bank by the Client.
- 24.1.4 The Bank shall not be held responsible for the consequence(s) of the Bank's receipt of the notification or the documents containing any other information sent by a third party from the electronic mail supplied to the Bank by the Client and for the consequence(s) of the Bank's taking/refraining from taking subsequent measures.
- 24.1.5 Any notification/confirmation/instruction/request/application sent to the Bank via electronic mail (hereinafter referred to as the "Remote Channels"), supplied to the Bank by the Client, confirmation/signing of a deal (including, a credit facility-related deal) and/or the transfer of a signed deal via Remote Channels shall have the same legal force as a (written) printed document signed by the Client.
- 24.1.6 The Bank shall decide, at its own discretion, regarding the fulfilment of an instruction/request received from the Client;
- 24.1.7 The Client agrees that any of his/her requests (instructions) sent via Remote Channels for receiving banking information, registering for a service, editing his/her registered data (including, contact details) or performing a transaction, as well as any deal signed via Remote Channels and any type of communication/action carried out for the purposes of signing a deal, will be saved to the Bank's electronic database and in case of a dispute, will have evidential value (will be used as evidence). As agreed between the Parties, such logs/information are deemed the Bank's property.
- 24.1.8 Via Remote Channels a client can perform different banking transactions and/or actions (including, to receive(confirm) a credit facility, sign banking (including credit facility-related) deal(s)) in line with the rules, requirements and terms set by the Bank as of the time hereunder and the time of the transaction/action.
- 24.1.9 For receiving (confirming) the banking (including the credit) facility/signing the banking (including the credit facility-related) deal(s), the Bank is authorized to set a number of requirements/rules at its own discretion, including for the purpose of client identification, and in the case of non-fulfillment of the latter, the client will not be able to receive (confirm) the banking (including, the credit) facility/sign the banking (including, the credit facility-related) deal(s).

### **Notification of Client for Fulfillment of Payment Services**

- 25.1. This Article regulates customer notification issues within the scope of payment services and payment processing not covered elsewhere in this Agreement (in other article(s) / paragraph(s) / provision(s) hereof). Furthermore, in case of discrepancy between this Article and other provisions of this Agreement as regards customer notification within the scope of payment services (the debiting of the Client's account(s) / money transfer from/to the Client's account(s) (including by card)), this Article shall be given precedence.
- 25.2. The Client is aware that:
- 25.2.1. Payment service details not included in this Agreement are provided on the Bank's website ([www.tbcbank.ge](http://www.tbcbank.ge)) and are an integral part hereof;
- 25.2.2. The National Bank of Georgia (NBG) shall not be responsible for inadequate provision of payment services to the Client;



- 25.3. The Client can consent to a payment transaction by applying a wet as well as an electronic signature (the use of an electronic signature is possible via remote channel(s) / in line with the rules and procedures / within the limit(s) set by the Bank). The Client is entitled to withdraw his/her consent in line with the rules and procedures / within the term envisaged by the Law of Georgia. The Bank shall discuss the Client's statement on consent withdrawal and make a decision in accordance with the requirements envisaged by the Law of Georgia.
- 25.4. The Client can access the information provided below on the Bank's website <https://tbcbank.ge/en/terms-and-fees>):
- 25.4.1. A list of the required banking details, which the Client must submit to the Bank to ensure successful processing of his/her payment order.
- 25.4.2. The Bank's hours for receiving payment orders and the cutoff time (payment orders submitted after the cutoff time will be deemed received as of the following business day).
- 25.4.3. Fees charged by the Bank and their calculation.
- 25.5. The Client may access information about spending limits on card(s) on the Bank's website (<https://tbcbank.ge/en/tbc-card> and <https://tbconcept.ge/en/tbc-card>).
- 25.6. If a payment service involves conversion, foreign exchange reference rates / conversion fees (if applicable) are provided on the Bank's website (<https://tbcbank.ge/en/treasury-products>). On the same website, the Client can also check the history of foreign exchange rates at any given date during 180 days after the payment transaction.
- 25.7. The Client can receive information about payment service(s) executed under this Agreement at the Bank's branch(es) / service center(s) and/or via remote channel(s) (including internet bank / mobile bank, the Call Center / SMS). Customer notification terms within the scope of payment services (form(s) and frequency of notification) are regulated by this Agreement and a relevant statement published on the Bank's website.
- 25.8. The Client will be informed about the payment service terms hereunder before concluding the Agreement by means of a printed document and/or its electronic version published on the Bank's website.
- 25.9. The Bank may make amendments / additions to payment service details provided in this Agreement / Article by posting relevant information on the Bank's website [www.tbcbank.ge](http://www.tbcbank.ge) and/or displaying the information in the Bank's branches and service centers 1 (one) month prior to the effective date of the amendments / additions.
- 25.10. The duty of prior notification of amendments / additions does not apply to a change in the payment service fee amount made in favour of the Client, as well as to a new payment service that does not replace and/or modify the existing payment service(s) envisaged by this Agreement / Article. The Bank is entitled to effect such an amendment immediately upon its publication on the Bank's website.
- 25.11. In the event described in Paragraph 25.9 of this Article, any amendments / additions made to the Agreement shall be deemed agreed with the Client unless the Client notifies the Bank about his/her objections before the amendments / additions take effect.
- 25.12. In the event described in Paragraph 25.9 of this Article, the Client is entitled to refuse to accept payment service(s) envisaged in this Agreement by notifying the Bank thereof in writing within 1 (one) month after the information is published on the Bank's website and/or displayed in the Bank's branches and service centers. If the Client exercises his/her right set forth in this Paragraph, the Client shall pay the Bank the fee related to the payment service under this Agreement, as well as the interest, the penalty imposed and other charges/payments within 5 (five) calendar days of sending the Bank a service termination letter, as envisaged by this Agreement.
- 25.13. If the Client does not exercise his/her rights set forth in Paragraph 25.12, any amendments / additions proposed by the Bank shall be deemed accepted by / agreed with the Client, while the Agreement shall be deemed amended as proposed (upon the elapse of 1 (one) month as envisaged in Paragraph 25.9).
- 25.14. If the Client is willing to terminate the payment service, the rule set forth in Paragraph 8.2 shall apply.

- 25.15. The Bank may terminate the provision of the payment service envisaged in this Agreement / in this Article by notifying the Client thereof 1 (one) month in advance.
- 25.16. If the payment service is terminated, the Bank shall charge the prorated payment service fee for the period during which the payment service was provided. If the Client has paid the payment service fee in advance, the Bank shall refund the amount paid in excess.

## **26. Service “Ti-BOT”**

### **26.1. Description of the Service**

- 26.1.1. Banking service – “Ti-BOT” (hereinafter referred to as “the Service”) shall mean performance of banking operations/transactions by a client in Georgian language, on the basis of the criteria and in accordance with the terms and conditions determined by the Bank, through the Messenger program, in accordance with the client’s instruction sent to the Bank.
- 26.1.2. The Bank shall have the right to unilaterally impose limitations/restrictions on the banking operations performed through the Service with the purpose of risk reduction.
- 26.2. The parties hereby agree that electronic request on performance of banking operation/transaction (as recorded in a chat field of the Messenger) shall have equal legal force as the signed material document. The client shall have the right to request from the Bank issuance of the hard copy document evidencing client’s electronic transactions, which shall have equal legal force as the banking operation/transaction performed in electronic form.
- 26.3. In order to provide services effectively, the instruction on performance of banking operation shall cause automatic display of the client’s information in the protected channel (web view).
- 26.4. Identification of the Client
- 26.4.1. In order to use the Service, the client shall perform registration/authorization by entering the personal identification number, on the basis of which the client receives a text message to the mobile phone number recorded in the Bank, which includes a temporary password for confirmation of the operation by the client.
- 26.4.2. After the very first use of the password described in subparagraph 26.4.1 hereof, the client shall be obliged to change the temporary password. The password may be renewed/restored through SMS service.
- 26.4.3. The client shall be obliged to protect confidentiality of his/her password and prevent its transfer to third parties.
- 26.4.4. The client shall be obliged to ensure safety and confidentiality of the communication in Messenger chat. In case of breach of this requirement, the Bank shall not be responsible for any loss as a result of such breach.
- 26.4.5. In case of disclosure of temporary password the client shall be obliged to immediately inform the Bank in writing, through internet banking service or verbally (through call-center, or notification sent from the mobile phone recorded in the Bank).
- 26.4.6. In the event the password becomes known to a third party due to client’s fault, the Bank shall be released from any liability resulting from such disclosure.
- 26.5. Warranties, Representations and Consents of the Client
- 26.5.1. The client declares that he/she will register as the user of the Service only after thorough review of the terms and conditions of the Service, and client’s subscription to the Service as a result of sending the personal identification number and following the password generation procedure prescribed in paragraph 26.4.1 (through the software) shall be deemed as his/her consent to the terms and conditions of the Service.
- 26.5.2. With this Agreement, the client expresses consent that any of his/her request (instruction) to receive information on banking, registration / subscription to the Service, or performed transactions will be recorded in the electronic database of the Bank, and in case of dispute such records shall have evidentiary force. Parties hereby agree that

such records shall become the property of the Bank and shall be stored by the Bank for the statutory term as determined by the legislation of Georgia.

- 26.3. The Bank warrants the safety and reliability of the banking operations performed by the client. Detailed information and terms and conditions of Ti-BOT are available at: [www.tbcbank.ge](http://www.tbcbank.ge).

## **27. Taking pre-approved credit product through website**

- 27.1. Based on this Agreement, Client/Borrower may obtain information on Credit (Offer) Product (if any), unilaterally approved by the Bank on Client's name, without Client's application (request) through the special webpage [www.tbccredit.ge](http://www.tbccredit.ge) (hereinafter the "webpage"), and optionally accept (confirm) the after the procedures established by the bank are fully passed.
- 27.2. To get credit product, Client shall specify his personal number on the website and log in through the mobile phone number according to the procedures established by the Bank.
- 27.3. Prior to receiving a credit product unilaterally offered by the Bank, the Bank may in its sole discretion, set additional mechanisms (requirements) for identification of the Client. In case of a failure to meet the requirements, the client will not be able to receive (confirm) the offered credit product.
- 27.4. The Parties agree that the Credit Product Agreement confirmed through any remote channel/means of electronic communication have legal effect identical to paper documents signed by Client/borrower. Consequently, confirmation of the electronic form of the Agreement cannot be a prerequisite for the dispute between the parties.
- 27.5. Detailed information on credit products pre-approved by the Bank to be obtained (confirmed) through webpage is available on [www.tbcbank.ge](http://www.tbcbank.ge).

## **28. Cash Accumulation Service "My Moneybox"**

- 28.1 The accumulation service "My Moneybox" is a bank service enabling the client to save money by depositing according to a pre-defined accumulation scheme (later referred to as "accumulation scheme").
- 28.2 For the activation of the accumulation service "My Moneybox" a customer visits the Bank and/or fills out the application form in any other way acceptable for the Bank (based on the application filed through internet-banking and/or any other electronic communication channels).
- 28.3 The savings plan My Moneybox can be activated only on accounts linked to a payment card (a Visa or Mastercard debit card).
- 28.4 The activation date, term, accumulation scheme and other details of the accumulation service "My Moneybox" shall be specified in the application.
- 28.5 In the application a customer selects a deposit(s), in which he/she wants to have the accumulation service "My Moneybox" activated. Through the application customer also selects if s/he wants the accumulation service "My Moneybox" to be activated on all new accounts opened by the customer in the future. In case customer is already using any accumulation schemes, those will be automatically activated in each newly opened account. Through the application the client is authorized to change/correct/cancel the accumulation service "My Moneybox" in any time.
- 28.6 There are two types of accumulation schemes: i. one with a fixed unit: a cash accumulation method when after the execution of each transaction the amount of the fixed unit indicated in the application is automatically transferred to the selected deposit account in the currency of the transaction and ii. accumulation scheme of rounding – the cash accumulation method, when after the execution of each transaction the amount of the latter

is rounded to the nearest whole multiple in the currency of the transaction, while the difference between the transaction amount and the rounded amount is transferred to the deposit account(s) selected by the customer.

- 28.7 The customer is authorized to activate several accumulation schemes in a single account and/or several accounts. Furthermore, upon the activation of several accumulation schemes, if the balance on the account does not suffice for the execution of all of them, the amount to be accumulated on the deposit account is transferred according to the accumulation scheme with a fixed unit.
- 28.8 The amount to be accumulated after the execution of the transaction shall be fully transferred to the deposit account(s) marked by the customer. If after the execution of the transaction the balance on the account is less than the amount to be accumulated, the latter shall not be partly transferred and/or the transaction shall not be saved (the amount shall not be transferred later).
- 28.9 If the application indicates more than one selected deposit – the amount to be accumulated (the amount to be transferred to the selected deposit account within the accumulation scheme; in particular: the amount of the fixed unit indicated in the application in the transaction currency and/or the difference between the transaction amount and the amount rounded to the nearest whole multiple) will be proportionally distributed among the deposit account(s) selected in the application, and if any of the deposit accounts selected in the application is closed, the amount to be accumulated will be proportionally distributed among the remaining (active) selected deposit account(s). Furthermore, if the selected deposit account currency differs from the transaction currency, the Bank shall be authorized to make a conversion at the commercial rate applicable at the Bank upon the conversion and transfer the converted amount to the selected deposit account. If the customer does not have a sufficient balance on the account in the currency of the transaction, the Bank shall be authorized not to transfer the amount to be accumulated to the selected deposit account.
- 28.10 If the application does not specify the term of the accumulation service “My Moneybox”, the Bank will cancel the accumulation service upon the closing of the accounts in which this service has been activated and/or the selected deposit accounts, in which the accumulation service “My Moneybox” has been activated.
- 28.11 The amount to be accumulated will be transferred to the selected deposit account on the working day following the day of the completion of the transaction and its inclusion in the bank statement.
- 28.12 The Client is authorized to close the My Cashbox service by means of an SMS confirmation code, which shall have the same legal force as a hard-copy document signed by the Client.
- 28.13 For the purposes of this provision, the term “Deposit” implies the bank account to which the cash resources are available with or without term limitations (including the child deposit), to which, in line with the rules applicable at the Bank, the amount can be added, while the term “Transaction” - refers to the debit transaction carried out between the seller/service facility and the card holder for buying goods or services by a card, as a means of payment. The term “transaction” does not cover conversion, transfer between customers’ accounts and cash withdrawal from the Bank’s cash-desk except for cash withdrawal from a branch via a POS terminal.

## **29. Remote Banking Service (Digital Wallet)**

- 29.1. Digital Wallet Service implies:
- 29.1.1. the following services with the help of Apple Pay/ Google Pay /Garmin Pay without client’s appearance in the Bank, using program module/application (hereinafter “the software”), downloaded (installed) in his/her mobile phone and/or Garmin watch (hereinafter “Smartwatch”):
- 29.1.1.1. Performance of various banking operations/cash withdrawal in/from ATM/POS Terminal/fast payment terminals (with the contactless transaction support) within the limits set by the Bank (without using plastic card);
- 29.1.1.2. Receipt of information (identified by the Bank) on banking operations, performed through the software.

- 29.1.2. The procedure of activation of Digital Wallet in the mobile phone and/or Smartwatch), necessary requirements for using the software and the rules of using the software are described in details in the information materials, placed on the Bank's web-page [www.tbcbank.ge](http://www.tbcbank.ge).
- 29.1.3. The terms of this Agreement apply to Digital Wallet service.
- 29.2. **Identification of clients**
- 29.2.1. Authorization for banking service (software) is performed using the pass-code, specified in the information material, placed on the web-page, mentioned in sub-paragraph 29.1.2 of this Agreement or the fingerprint or the pin code.
- 29.2.2. Use of pass-code/ fingerprint/pin code is mandatory for authorization in the software as well as in number of cases, for confirmations of banking operations performed through the software.
- 29.2.3. Client is obliged to protect the confidentiality of the pass-code/pin code, created by him/her and prevent it from being in disposal of the third person.
- 29.2.4. Handing over his/her mobile phone/Smartwatch to other person, the client is obliged to delete the software, recorded in the memory of the mobile phone/Smartwatch or deactivate his/her account(s) through the same software.
- 29.2.5. In the case of disclosure of the pass-code/pin code or loss of the mobile phone/Smartwatch the client is obliged to inform the Bank immediately about it in call service center by calling: +995 32 227 27 27 or by visit to the Bank's branch-office.
- 29.2.6. If, by reason of the client, the pass-code/pin code or the mobile phone/Smartwatch became available for the third person, the Bank will be free for any responsibility for the consequences.
- 29.2.7. The Bank is obliged to ensure suspension of the Digital Wallet service on the basis of the client's oral (by phone) or written notification on disclosure of the pass-code/ pin code or loss of the mobile phone/ Smartwatch till the moment of receipt of new order from the client. In the case of receipt of oral order, client's identification will be performed in accordance with the procedures, requirements and terms determined by the Bank.

## **30. P2P – Internet/Mobile Bank Payments**

### **30.1. Service Description**

- 30.1.1. 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) 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. Furthermore, within the scope of the service envisaged in this Article, the Client can perform third-party money transfers to FI(s) using the third-party mobile phone number (whether or not the third party in question is a TBC Bank customer).
- 30.1.2. The service is available to Clients who are internet/mobile bank users and hold credit/debit card(s) issued by FI(s).
- 30.1.3. 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://tbcbank.ge/en/articles/instant-transfers> and are an integral part of this Agreement.

### **30.2 Representations and Warranties of the Client**

- 30.2.1. The Client represents and warrants that:

- 30.2.1.1 The Client shall be fully responsible for the correctness/accuracy of any information provided while conducting bank operation(s) within the scope of the services hereunder (including the correctness/accuracy of the card data and third-party mobile phone number);
- 30.2.1.2 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).

### **31 Right to Withdraw from Contract/Agreement (Revoke Acceptance of a Product/Service)**

- 31.2 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").
- 31.3 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.
- 31.4 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).
- 31.5 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.
- 31.6 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.
- 31.7 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 31.4) 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 31.5 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 31.6), 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).
- 31.8 After the liabilities envisaged in Paragraphs 31.5 and 31.6 are completely and appropriately satisfied, the use of the Remote Banking Product/Service shall be deemed terminated.
- 31.9 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.
- 31.10 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).
- 31.11 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.

### **32. Chatbot Service**

- 32.1. The Chatbot is designed to provide automatic responses to clients using pre-defined algorithms and machine learning models. Despite the Bank's efforts, the information shared with clients may not always be complete or up to date;
- 32.2. It should be noted that Chatbot does not provide personal counsel and cannot replace a qualified professional. When making a particular decision and/or choosing a solution in a particular case, a client must act on their own responsibility, especially if the decision may result in a direct or indirect financial loss;
- 32.3. The Chatbot may provide a client with links to third-party websites. The Bank does not take responsibility for the accuracy of the links or the information;
- 32.4. It should be noted that clients can receive additional information by contacting the Bank's employees at any time.