TBC Bank JSC proposes the following amendments/additions to the Agreement on Banking Transactions for Individuals (hereinafter the "Agreement") published on <a href="https://www.tbcbank.ge">www.tbcbank.ge</a> in line with Paragraph 8.5 of the Agreement

## 1. Article 7<sup>1</sup> be added to Article 7 of the Agreement to read as follows:

# "71. 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: <a href="https://www.tbcbank.ge/web/ka/web/guest/privacypolicy?gl=1\*e3kfzl\*gcl\_au\*NDM4NjkyNjMyLjE3Mjc4NjM5Nz\_A">https://www.tbcbank.ge/web/ka/web/guest/privacypolicy?gl=1\*e3kfzl\*gcl\_au\*NDM4NjkyNjMyLjE3Mjc4NjM5Nz\_A</a>.
- 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.

#### 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, a 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;
- 8.1.16. To the Client's surety, collateral provider and/or any person whose property secures the Client' 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, <a href="www.tbccredit.ge">www.tbccredit.ge</a>, 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 communication between the Bank and the Client and telephone conversation (including the Client's request/application for banking information or use of any banking product/service, editing of his/her data registered with the Bank, 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). These records/ recordings are deemed to be the Bank's property since they are created and the Bank has the obligation to give the Client access to these data in a form acceptable to the Bank 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."

## 2. Paragraph 8.2 of Article 8 of the Agreement be revised to read as follows:

"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' closure of account(s) and/or termination of any or all service hereunder shall not automatically result in the revocation/termination of this Agreement."

#### 3. Paragraph 8.8. of Article 8 of the Agreement be revised to read as follows:

"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://www.tbcbank.ge/web/en/web/guest/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."

## 4. Sub-Paragraph 8.8.1 of Article 8 of the Agreement be revised to read as follows:

"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."

## 5. Sub-Paragraph 8.8.2 of the Agreement be revised to read as follows:

"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."

# 6. Sub-Paragraph 8.8.3 of Article 8 of the Agreement be revised to read as follows:

"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."

## 7. Sub-Paragraph 8.8.4 of Article 8 of the Agreement be revised to read as follows:

"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 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. Sub-Paragraph 8.8.5 of Article 8 be revised to read as follows:

"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."

# 9. Sub-Paragraph 8.8.6 of Article 8 be revised to read as follows:

"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;"

## 10. Sub-Paragraph 8.8.7 be added to Article 8 of the Agreement to read as follows:

"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)."

## 11. Paragraph 8.21 of Article 8 of the Agreement be revised to read as follows:

"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 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."

## 12. Sub-Paragraph 11.2.1 of Article 11 of the Agreement be revised to read as follows:

"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)."

# 13. Paragraph 12.7 be added to Article 12 of the Agreement to read as follows:

#### "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. The Bank is not obliged to inform the Client about the term and any changes therein."

## 14. Sub-Paragraph 13.1.6. be added to Article 13 of the Agreement to read as follows:

"13.1.6. 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 nework 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 nework operator registered in Georgia. The replacement/editing will be done according to the procedure applicable at the Bank."

#### 15. Sub-Paragraph 15.4.8. be added to Article 15 of the Agreement to read as follows:

"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 ¹ 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."

# 16. Sub-Paragraph 16.17.4. be added to Article 16 of the Agreement to read as follows:

"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)."

#### 17. Paragraph 20.21 of Article 20 of the Agreement be revised to read as follows:

"20.21. 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 7¹ 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."

# 18. Paragraph 27.3 of Article 27 of the Agreement be revised to read as follows:

- "27.3. 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)."
- 19. <u>As a result of adding Article 7<sup>1</sup> to the Agreement, Paragraphs 7.10, 7.11, 7.12, 7.13, 7.14 and 7.15 of Article 7 be removed from the Agreement; The following paragraphs of Article 7 of the Agreement be renumbered in accordance with this amendment.</u>
- 20. Paragraph 8.23 of Article 8 be removed from the Agreement and the following paragraphs of Article 8 of the Agreement be renumbered in accordance with this amendment.
- 21. Sub-Paragraphs 11.3.2; 11.3.3; 11.3.4; 11.3.5; 11.3.6 to 11.3.7 of Article 11 be removed from the Agreement and the following paragraph of Article 11 of the Agreement be renumbered in accordance with this amendment.
- 22. Subp-Paragraphs 13.1.5; 13.2.2; 13.2.3.2 to 13.2.4.2 of Article 13 of the Agreement be removed from the Agreement and the following paragraphs of Article 13 of the Agreement be renumbered in accordance with this amendment.
- 23. Paragraphs 16.20.2; 16.22; 16.23; 16.24 and 16.25 of Article 16 be removed from the Agreement and the following paragraphs of Article 16 of the Agreement be renumbered in accordance with this amendment.
- 24. Paragraph 23.2 of Article 23 of the Agreement be removed and the following paragraphs of Article 23 of the Agreement be renumbered in accordance with this amendment.
- 25. <u>Articles 26 and 32 be removed from the Agreement. Due to the mentioned change, the following articles of the Agreement be renumbered in accordance with this amendment.</u>