AGREEMENT

ON THE PROVISION OF BANKING OPERATIONS FOR LEGAL ENTITIES

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INFORMATION SHEET

The author of this document is **JSC "TBC Bank"**, identification number: 204854595 (hereinafter referred to as the "**Bank**").

The **Bank** is a licensed **Financial Institution** – a commercial **Bank**, and operates on the basis of **Bank**ing License No. 85 issued by the **National Bank of Georgia** on 20 January 1993.

The address of the **Bank's** head office is: No. 7 Kote Marjanishvili Street, 0102 Tbilisi, Georgia.

Information on the **Bank's** service terms and service points is available on the **Bank's Website**: www.tbc**Bank**.ge.

If you have any questions regarding any of the **Bank's** products or services, please contact us:

Via phone: +995 (32) 227 27 27

Via e-mail: info@tbcBank.com.ge

The **Bank's** supervisory authority is the **National Bank of Georgia** (address: No. 2 Sanapiro Street, 0114, Tbilisi, Georgia), detailed information about which is available on the following website: www.nbg.gov.ge.

This **Agreement** on the Provision of Banking Operations for Legal Entities (hereinafter referred to as the "**Agreement**") establishes the principal rules and conditions governing the **Bank**ing relationship between the **Client** and the **Bank**. The **Agreement** sets out a detailed description of **Banking Products** and **Banking Services**, as well as the rights and obligations of the **Parties** arising in connection with the use of such products and services. The **Agreement** constitutes an integral part of the legal relationship relating to all existing and future **Banking Products** and **Banking Services** offered by the **Bank** to the **Client** and is binding upon the **Parties**.

Please review consumer-relevant information on the website of the **National Bank of Georgia** at www.nbg.gov.ge/cp and via the hotline: +995 (32) 2 406 406.

PART I

1. **Definitions of Terms**

Unless otherwise provided for in this **Agreement** and/or unless the context of this **Agreement** otherwise requires, the following terms shall have the meanings set forth below:

1.1.	**Authorization**	the process by which the **Bank** carries out the identification of the **Client** and, on the basis thereof, provides **Banking Services** to the **Client**.
1.2.	**Automatic Overdraft**	the **Credit** facility granted by the **Bank** to the **Client**, the right to utilize which arises for the **Client** upon satisfaction of the requirements established by the **Bank** in accordance with its **Credit** policy.
1.3.	**Authorized Transaction**	the confirmation of a transaction (including a transaction carried out via a Digital Wallet) by means of a **PIN Code** and/or the security code indicated on the reverse side of the **Card** and/or a 3D Secure code and/or a combination of such credentials and/or any other mechanism determined by the **Bank**, which is provided directly to the **Client**/**Cardholder** and for the confidentiality and/or secure safekeeping of which the **Client**/**Cardholder** is responsible.
1.4.	**Account(s)**	any **Bank Account** of the **Client**, including, without limitation, a current **Account, Card Account,** demand **Deposit Account,** multicurrency **Account**, and any other **Account** offered by the **Bank** to the **Client**.
1.5.	**Unauthorized Transaction**	a transaction that is not carried out with the **Authorization** of the **Client**/**Cardholder** (is not authorized) and/or is carried out as a result of the intentional breach or gross negligence by the **Client**/**Cardholder** of the conditions set forth in this **Agreement** relating to the possession, use, security, and confidentiality of the **Card**, and/or as a result of fraudulent actions/transactions committed by the **Client**/**Cardholder** or a **Third Party**.
1.6.	**Unauthorized Overdraft**	a negative balance (indebtedness) arising on a **Card Account** without the consent (**Authorization**) of the **Bank**, excluding an **Automatic Overdraft**.
1.7.	**United States Dollar or USD**	the official monetary unit of the United States of America.
1.8.	**Bank**	JSC "TBC **Bank**" (identification number: 204854595; banking license No. 85; **Website** : www.tbcbank.ge; e-mail address: info@tbcbank.com.ge; supervisory authority: the **National Bank of Georgia**; address: 2 Sanapiro Street, Tbilisi; website: www.nbg.gov.ge).
1.9.	**Bank Network**	for the purposes of this **Agreement**, means the **Bank** and its **Partner Banks**.
1.10.	**Automated Teller Machine (ATM)**	a self-service technical and software device through which the **Client** may perform transactions permitted by **Legislation** and determined by the **Bank**, including, without limitation, cash withdrawals from an **Account,** verification of the available balance, and other operations.
1.11.	**Card**	a primary and/or additional, local or international payment instrument issued by the **Bank** (including a "Visa", "Mastercard", or other payment system **Card**), whether in plastic or digital form.
1.12.	**Cardholder**	a **Person** in whose name the **Card** is issued (which may be the **Client** or a **Person** designated by the **Client**).
1.13.	**Overwithdrawing**	the utilization by the **Client**/**Cardholder** of funds in an amount exceeding the amount agreed between the **Bank** and the **Client**/**Cardholder**.
1.14.	**Application**	written or electronic information created by the **Bank** by means determined by it, including through the **Bank's** remote channels, to which the **Client** agrees by performing a specific action (for example, by clicking a button, submitting documentation, transferring funds, entering a one-time code, etc.), which evidences the **Client's** intent and is deemed to have the same legal force as a statement of consent or expression of will executed in a tangible (hard-copy) document.
1.15.	**Advanced Electronic Signature**	any **Electronic Signature** received by the **Bank** from the signatory in any form, which: (a) is uniquely linked to the signatory; (b) is capable of identifying the signatory; (c) is created using **Electronic Signature** creation data that the signatory can, with a high level of confidence, use under its sole and exclusive control; and (d) is linked to the signed data in such a manner that any subsequent change to such data is detectable.
1.16.	**Pound Sterling or GBP**	the official monetary unit of the United Kingdom.
1.17.	**Order**	any instruction and/or **Order** given by the **Client** to the **Bank** in accordance with this **Agreement**, including, without limitation, a **Payment Order**.

1.18.	**Deposit Insurance Agency**	an independent legal entity under public law, the principal function of which is to insure the deposits of resident and non-resident **Persons** held with all commercial banks operating in Georgia.
1.19.	**Euro or EUR**	the official monetary unit of certain member states of the European Union, as well as of certain non-European Union countries.
1.20.	**Electronic Commerce (E-Commerce)**	a virtual **POS Terminal** (electronic/software solution) through which **Card** transactions in favor of a merchant/service provider are carried out in an online environment, as well as transactions for the cancellation of operations and the refund of funds.
1.21.	**Electronic Signature**	the execution by the **Client**, in electronic form (including through the **Electronic Signature** platform Signify), of a signature (including a qualified or **Advanced Electronic Signature**) for the purposes of confirming/executing banking transactions, **Credit** or **Deposit** products, and/or any other transaction, **Agreement**, or document determined by the **Bank**, in accordance with **Legislation** and the standards and rules in force at the **Bank**.
1.22.	**Website**	the **Bank's** internet **Website** .
1.23.	**Internet Bank**	a **Banking Product** intended for the provision of remote services as defined by this **Agreement**.
1.24.	**Client**	a **Person** who is a **Party** to this **Agreement** and who uses or may use the **Banking Product(s)** and/or **Service(s)** defined herein.
1.25.	**Third Party**	any **Person** other than the **Client** and the **Bank**.
1.26.	**Minimum Balance**	an amount that is blocked on a **Card Account** for the duration of the validity period of the **Card**.
1.27.	**Mobile Bank**	a **Banking Product** designated under this **Agreement** for the provision of remote services.
1.28.	**Legislation**	legislative and subordinate normative acts in force in Georgia, as well as the international treaties and **Agreements** of Georgia incorporated into the system of normative acts of Georgia.
1.29.	**Party/Parties**	the **Bank** and the **Client** are collectively referred to as the "**Parties**" and individually as a "**Party**."
1.30.	**Overdraft**	**Unauthorized** and **Automatic Overdrafts**.
1.31.	**Partner Banks**	the list of **Partner Banks** is available on the following **Website** : https://www.tbcbank.ge/web/ka/web/guest/terms-and-fees-for-individuals).
1.32.	**PIN Code**	the **Cardholder**'s personal and confidential code used as one of the elements of the **Cardholder**'s authentication.
1.33.	**Person**	a natural **Person** or a legal entity (including, without limitation, a legal entity under public law, a non-entrepreneurial (non-commercial) legal entity, and/or any other organizational or unregistered entity established pursuant to **Legislation**).
1.34.	**Plastic Card**	a **Card** issued by the **Bank** in tangible (physical) form.
1.35.	**POS Terminal**	an electronic and technical device through which **Card** transactions in favor of a merchant/service provider are carried out in a physical environment, as well as transactions for the cancellation of operations and the refund of funds.
1.36.	**Profiling**	any form of automated processing of Data involving the use of Data to evaluate certain personal characteristics relating to a natural **Person**, in particular to analyze or predict characteristics concerning that natural **Person's** work performance, economic situation, health, personal preferences, reliability, behavior, location, or movements.
1.37.	**Banking Day**	days of the week from Monday through Friday on which commercial banks in Georgia are open and conduct their business, excluding rest days determined by the **Bank** and/or official public holidays established by **Legislation** for commercial banks.
1.38.	**Banking Services**	services provided by the **Bank** to the **Client** within the framework of a **Banking Product**, in accordance with the terms and conditions set forth in this **Agreement** and/or any other **Agreement** or document related thereto.
1.39.	**Banking Product**	**Banking Products** defined in Part 2 of this **Agreement**, the terms and conditions of which are set forth in this **Agreement** and/or any other **Agreement** or document related thereto.
1.40.	**Payment Order**	an **Order** given by the **Client** to the **Bank** to execute a payment transaction.
1.41.	**Information Material**	information disseminated by the **Bank** through public channels, including, without limitation, brochures, leaflets, the placement of relevant information on the **Bank's Website**, and other similar means.
1.42.	**Commission Fee**	an amount payable by the **Client** to the **Bank** in consideration for the use of a **Banking Product** and/or Service, the amount of which is determined by the **Bank**.
1.43.	**Credit Information Bureau**	JSC "**Credit Information Bureau** Creditinfo Georgia".
1.44.	**Telephone Service Center**	the **Bank's** telephone service through which the **Client**, without physically visiting the **Bank**, is entitled to obtain information and/or services via the **Telephone Service**

		Center by calling the following telephone number: (+995) 032 227 27 27, in accordance with the terms and conditions set forth in this **Agreement**.
1.45.	**National Bank of Georgia**	the "**National Bank of Georgia**"; address: 2 Sanapiro Street, Tbilisi; website: www.nbg.gov.ge).
1.46.	**Public Registry**	a legal entity under public law operating within the system of governance of the Ministry of Justice of Georgia – the National Agency of **Public Registry**.
1.47.	**Special Order**	a cash withdrawal **Order** in a special form pre-approved and issued by the **Bank**.
1.48.	**Specific Financial Product**	a **Credit** , including an **Overdraft** or a **Credit Card**, the total amount of which is less than **GEL** 1,000,000 or its equivalent in another currency, as well as a **Deposit** the initial contribution of which is less than **GEL** 1,000,000 or its equivalent in another currency.
1.49.	**SSDA**	State Services Development Agency.
1.50.	**Stop List**	an international or local list of **Cards** in respect of which transactions are restricted and to which a special service regime applies.
1.51.	**Quick Payment Terminal**	an electronic and technical self-service device through which certain banking operations may be performed independently.
1.52.	**Financial Institution**	a **Person** having the relevant status as determined in accordance with the **Legislation** of Georgia or international legislation.
1.53.	**Force Majeure Event**	natural disasters, including, without limitation, floods, earthquakes, fires, strikes, military/armed actions, blockades, circumstances caused by an act or action of a state authority, and/or any other circumstance beyond the reasonable control of a **Party**, which: (a) is not caused by the fault and/or negligence of such **Party**; (b) arises after the entry into force of this **Agreement**; and (c) directly affects the **Party's** ability to fully and/or duly perform its obligations under this **Agreement**.
1.54.	**Push Notification**	a notification sent directly to the **Client's Mobile** device or to the **Mobile Bank**. A detailed description of the **Push Notification** (including activation/deactivation) is provided, inter alia, in this **Agreement** and in the **Bank's** various information channels (including on the Bank's website: https://tbcbank.ge/ka/digital-services/sms-banking).
1.55.	**Georgian Lari or Lari or GEL**	the official monetary unit of Georgia.
1.56.	**Service Agency**	LEPL **Service Agency** of the Ministry of Internal Affairs of Georgia.
1.57.	**Digital Card**	a virtual **Card** issued by the **Bank** in intangible (non-physical) form, the terms and conditions of which are defined by this **Agreement**.

2. Subject of the Agreement

2.1. Under this **Agreement**, the **Bank** shall provide **Banking Services** to the **Client**, and in consideration thereof, the **Client** shall be obliged to comply with the terms and conditions set forth herein and to pay the relevant **Commission Fee** to the **Bank**.

2.2. For the purpose of obtaining **Banking Products**, the **Client** shall apply to the **Bank** by submitting an **Application** (or in another form provided for by this **Agreement** and/or offered by the **Bank** to the **Client** and/or agreed between the **Bank** and the **Client**), by which the **Client** simultaneously confirms that it has thoroughly reviewed and agrees to all the terms and conditions of this **Agreement**, including any and all amendments and supplements thereto.

2.3. The **Bank** is entitled, for the purposes of making a decision on the provision of **Banking Services**, to require the **Client** to submit any additional information and/or documentation.

2.4. Unless otherwise provided by **Law**, the **Bank** shall be entitled to refuse to provide **Banking Services** to the **Client** and/or to refuse to execute any banking operation/transaction, without being obliged to state the reasons for such refusal.

2.5. The completion/submission of an **Application** by the **Client**, as well as the submission of additional information/documentation to the **Bank**, shall not give rise to an obligation of the **Bank** to provide the **Banking Services** contemplated by this **Agreement** and/or to confirm/execute any banking operation/transaction carried out or initiated by the **Client**.

2.6. The **Bank** is entitled to verify any information provided by the **Client** to the **Bank** and/or any other information obtained about the **Client** by any other means, to which the **Client** hereby gives its clear and unconditional consent.

3. Banking Products

3.1. The **Banking Products** offered by the **Bank** to the **Client** are specified in Part 2 of this **Agreement**. The terms and conditions related to a specific **Banking Product** and/or **Banking Service** may also be governed by rules published in connection with the relevant **Banking Product** and/or **Banking Service**.

3.2. The **Banking Products** may be offered by the **Bank** either as part of a package (combined **Banking Products**) or on an individual basis. The **Bank** shall independently decide on the form in which a **Banking Product** is offered.

3.3. The **Client** shall be subject to the terms and conditions of the **Banking Product** specified in Part 2 of this **Agreement** which the **Client** uses.

3.4. By using any **Banking Product**, the **Client** automatically and fully agrees to the terms and conditions set forth in this **Agreement**, as well as to the terms and/or information related to the relevant **Banking Product** published on the **Bank's Website:** (www.tbcBank.ge).

3.5. The **Bank** shall be entitled to change the number/types and/or characteristics of the **Banking Products**.

3.6. The **Bank** shall be entitled, at any time and unilaterally, without obtaining any additional consent from the **Client**, to suspend or terminate the provision and/or offering to the **Client** of any **Banking Product** and/or **Banking Service** defined by this **Agreement**, without providing any justification.

3.7. Taking into account the **Bank's** end-of-business-day process, for those **Banking Products** and/or **Services** that may be issued during the period from 00:00 until the commencement of the next Business Day, the issuance date of the **Banking Product** and/or **Service** may be deemed to be the preceding **Banking Day**. The **Client** acknowledges that **Banking Products** and/or Services issued during the aforementioned period may be subject to the terms and conditions determined as of the preceding **Banking Day**, including, without limitation, the accrual of interest calculated based on the preceding **Banking Day**.

4. Important Information to Be Provided to the Client

4.1. The supervisory authority of the **Bank** is the **National Bank of Georgia**, the legal address of which is 2 Sanapiro Street, Tbilisi, and the website of which is www.nbg.gov.ge. Under no circumstances shall the **National Bank of Georgia** be liable for the improper performance by the **Bank** of its obligations.

4.2. The **Client** may access consumer-related information on the website of the **National Bank of Georgia** at www.nbg.gov.ge/cp and via its hotline at +995 (32) 2 406 406.

4.3. The **Client** is aware that, in accordance with the Law of Georgia on the **Deposit** Insurance System, as of April 1, 2026, the funds held on each depositor's deposit(s)/**Account**(s), regardless of the number of deposits/ **Accounts**, are insured with each commercial **Bank** and micro**Bank** and are subject to reimbursement by the **Deposit Insurance Agency** in an amount of up to **GEL** 50,000. All funds held on all **Accounts** of all depositors with commercial **Banks** and microbanks are automatically insured without any additional fee. For further information, please refer to the website of the **Deposit Insurance Agency**: www.diagency.ge.

5. Fees for Banking Products /Services

5.1. The financial relationship between the **Client** and the **Bank** is governed by the **Commission Fees** established by the **Bank,** which is available on the **Bank's website** https://tbcbank.ge/ka/terms-and-fees and by the Agreements entered into between the **Bank** and the **Client** (if any).

5.2. For the provision of the **Banking Services** contemplated by this **Agreement**, the **Client** shall pay the **Bank** service fees in the amounts determined in accordance with the **Commission Fee** established and in force by the **Bank**, in the manner provided for under this **Agreement**.

5.3. If the **Client** uses a **Banking Product** and/or **Banking Service** for which no **Commission Fees** is specified in this **Agreement**, the **Commission Fee** for such **Banking Product** and/or **Banking Service** shall be determined by an **Agreement** entered into between the **Bank** and the **Client**.

5.4. The **Bank** shall not be restricted from changing and/or imposing a **Commission Fee** on any **Banking Product** and/or **Banking Service** at any time. In the event of a change in the **Commission Fee**, upon the expiration of the relevant notice period, the amended **Commission Fee** shall automatically apply to the relevant **Banking Product** and/or **Banking Service**. If the **Client** uses a **Banking Product** and/or **Banking Service** for which no **Commission Fee** was established at the time the use commenced, but which is subsequently subject to a **Commission Fee** imposed by the **Bank**, such **Commission Fee** shall automatically apply to the relevant **Banking Product** and/or **Banking Service** upon expiration of the applicable notice period.

5.5. In the event of termination of any **Banking Service** provided under this **Agreement**, any **Commission Fees** already paid by the **Client** shall not be refundable, except as otherwise provided by **Legislation**.

5.6. Unless otherwise specifically provided for in this **Agreement**, where currency conversion is required in the course of executing any banking operation/transaction, such conversion shall be effected at the commercial exchange rate established by the **Bank** at the time of conversion.

5.7. The **Bank** is authorized, in the case of reconversion, as well as upon the execution of any operation/transaction related to foreign currency, and likewise in the case of charging a fee to a foreign-currency account, to determine such fee in foreign currency and to debit such fee from the **Banking Account** opened in the foreign currency corresponding to the operation/transaction. In the event of the absence of sufficient funds in said account for debiting the fee, the **Bank** is authorized to debit the fee from any other account of the **Client** and, where conversion between currencies is required, to carry out the conversion at the commercial rate established by the **Bank** as of the moment of the conversion. Furthermore, for the purpose of debiting a fee determined in the national currency, in the event of the absence of sufficient funds in the account opened in the national currency, the **Bank** is authorized to debit the relevant fee from the **Client's Banking Account** opened in foreign currency, in the respective foreign currency, and, where necessary, to carry out the conversion of currencies at the commercial rate established by the **Bank** as of the moment of the conversion.

6. Rights and Obligations of the Parties

6.1. **The Client shall be obliged to:**

6.1.1. timely pay the **Commission Fee** for the **Banking Services**;

6.1.2. comply with the terms and conditions of this **Agreement**;

6.1.3. comply with the procedures described in the informational materials disseminated by the **Bank**;
6.1.4. provide the **Bank**, upon request, with all documents and information related to Banking Operations and/or the **Client**;
6.1.5. immediately upon receipt of the **Bank's** request, but no later than within 3 (three) calendar days, to sign and deliver to the **Bank** any documents necessary for the exercise by the **Bank** of the rights granted to it under this **Agreement** and/or for the performance by the **Client** of its obligations imposed under this **Agreement**;
6.1.6. fully reimburse the **Bank** for any and all costs incurred by the **Bank** in connection with the conclusion, certification, registration, performance, and termination of this **Agreement** and any agreements executed thereunder, as well as costs incurred as a result of the **Client's** breach of its obligations under this **Agreement** (including costs related to sending notices to the **Client**).
6.1.7. together with each **Application** for the opening of a new **Account**, submit to the **Bank** the documents required by the **Bank** in accordance with the **Client's** tax and/or entrepreneurial status;
6.1.8. not use the **Accounts** for entrepreneurial/business activities unless the **Client** has the relevant tax and/or entrepreneurial status.
6.1.9. immediately notify the **Bank** of any changes to or additions made to the documents submitted to the **Bank** and the information provided to the **Bank**, including any change in tax status;
6.1.10. To notify the **Bank** in writing of any change in the **Person** authorized to operate the **Account** or to receive information on the status of the **Account**, and to attach the relevant supporting documents to such notification. Until the **Bank** receives notice of such changes and the relevant documents, the **Bank** shall carry out operations on the basis of the documents and specimen signature previously submitted (except for **Accounts** opened remotely under this **Agreement**, in which case recording of the **Client's** specimen signature and submission of the documentation required for opening the **Account** at the **Bank** shall not be mandatory).
6.1.11. immediately notify the **Bank** of any change in address, telephone number, e-mail address, and/or other contact details, in writing, via **Internet Bank**, or through the **Bank's Telephone Service Center**;
6.1.12. in its relations with the **Bank**, to act in accordance with the rules of the **Bank's** policy on the protection of **Employees** from discrimination, violence, and harassment (Employee Protection Policy).
6.1.12.1. Upon the **Bank's** request, to immediately submit and deliver to the **Bank** the signed original or a duly certified copy of any and all documents related to the **Client** and to banking operations performed by the **Client**, including, without limitation, invoices, bills, contracts, letters and/or other documents (the **Client** shall bear responsibility for the authenticity, accuracy, and legality of such documents).

6.2. **The Bank shall be obliged to:**
6.2.1. upon request, provide the **Client** with information on the status of the **Account**;
6.2.2. execute the **Client's Orders** in accordance with this **Agreement** and **Legislation**;
6.2.3. comply with the terms and conditions of this **Agreement**.
6.3. The **Bank** shall not be obliged to inform the **Client** of any changes that may be beneficial to the **Client**.

7. **Receipt of Services through a Representative**
7.1. The **Client** shall be entitled to receive **Banking Services** through a representative. Such representation shall be formalized in accordance with **Legislation**, as a rule, in the form of a power of attorney.
7.2. The **Client** acknowledges that any action taken and/or any transaction concluded/executed by an authorized representative on behalf of the **Client** with the **Bank** shall give rise to legal consequences for the **Client**.
7.3. The **Client** declares and confirms that the provision of services by the **Bank** to the **Client** and/or the conclusion of a transaction related to a **Bank**ing/**Credit** product on the basis of a power of attorney/**Authorization** submitted to the **Bank** shall be subject to the **Bank's** discretion. If the power of attorney submitted to the **Bank** does not meet the requirements established by the **Bank**, the **Bank** shall not be obliged to accept such power of attorney or to provide services to the **Client**.
7.4. The **Client** is aware that, within the scope of the authority granted by the **Client** to a third **Party**, such third **Party** (the authorized representative) shall exercise the relevant authority, and the **Bank** shall not be obliged to verify whether such authority corresponds to the will of the grantor of the power of attorney.
7.5. The **Bank** shall be entitled to use the power of attorney submitted to the **Bank** for the purposes of obtaining information and/or confirming transactions as required within the framework of providing **Banking Services**.
7.6. The **Client** shall be entitled to revoke the power of attorney submitted to the **Bank**. The **Client** is aware that the **Bank** does not, on its own initiative, verify the validity of a power of attorney and may continue to provide services to the authorized representative until the **Bank** receives a relevant notice from the **Client** regarding the revocation of the power of attorney. Accordingly, the **Client** shall be obliged to immediately notify the **Bank** of the revocation of the power of attorney or of any amendments thereto.
7.7. The **Client** acknowledges that, upon granting the relevant authority, the authorized representative shall receive **Bank**ing confidential information relating to the **Client** and, in the event that the authorized representative changes the **Client's** contact details, including the e-mail address, mobile phone number, or other communication details, the authorized representative shall receive information sent by the **Bank**. Accordingly, upon issuing a power of attorney and granting the relevant authorities, the **Client** fully acknowledges and accepts the consequences arising therefrom.
7.8. The **Client** declares and confirms that the provision of services by the **Bank** to the **Client** and/or the conclusion of a transaction related to a **Bank**ing (including **Credit**) product on the basis of a power of attorney/**Authorization** submitted to the **Bank** shall be subject to the **Bank's** sole and unilateral discretion. If the power of attorney/**Authorization** submitted to the **Bank** does not meet the requirements established by the **Bank's** internal

policies (determined unilaterally by the **Bank**), the **Bank** shall not be obliged to explain to the **Client** the reasons for refusing to provide **Banking Services** and/or to conclude a transaction related to a **Bank**ing (including **Credit**) product on the basis of such power of attorney/**Authorization**.

8. **Transfer of Client Data / Client Information and Protection of Confidentiality**

8.1. The **Client** hereby consents and acknowledges that the **Bank** shall be entitled to:

8.1.1. transfer any **Application** submitted by the **Client**, as well as any documentation related to transactions concluded with the **Client** (including personal data), for storage purposes to the State Archives or to a commercial organization of relevant profile, which ensures archiving of the submitted documentation in accordance with international standards and storage under secure conditions with full observance of confidentiality requirements;

8.1.2. in the event of the **Client's** failure to timely and/or properly perform any obligation owed to the **Bank**, for the purposes of management of non-performing/problematic assets, transfer to a problematic asset management company having a contractual relationship with the **Bank** any information relating to the **Client** and any **Agreement** concluded with the **Client**, which company shall in turn undertake an obligation to maintain the confidentiality of the information provided by the **Bank**;

8.1.3. transfer, as necessary and/or within the scope of obligations/conditions stipulated by an **Agreement** concluded with a contractor, and/or at the request of such contractor, including for the purposes of audit/assessment/inspection/review/analysis of the **Bank** and/or the **Bank's** clients by such contractor, any information/data relating to the **Client** and any transaction concluded with the **Client** to the **Bank's** auditors, consultants, advisers, international **Financial Institutions**/organizations/companies/corporations, and other similar natural or legal persons (hereinafter collectively referred to as the "Contractor"), including any information/data relating to the **Client** as a borrower, guarantor, pledgor, or owner of mortgaged property, and/or any transaction concluded with such **Person(s)** (including cases where the borrower and the pledgor or the owner of the mortgaged property are different persons). The Contractor shall process such data/information/transactions for the purposes of the **Agreement** concluded with the **Bank**/the **Client** and shall undertake to maintain the confidentiality of the information provided by the **Bank**;

8.1.4. transfer information necessary for the provision/delivery of various services/products to the **Client** (including insurance, valuation, and measurement products/services), including the **Client's** personal data, to JSC "International Insurance Company IRAO" (ID No. 205023856), JSC "Insurance Company GPI Holding" (ID No. 204426674), JSC "Insurance Company Unison" (ID No. 404393152), and/or companies that are members of the TBC **Bank** Group PLC (#10029943), including JSC "TBC Insurance" (ID No. 405042804), LLC "TNETS" (ID No. 402116474), LLC "Marjanishvili 7" (ID No. 402168998), JSC "Space International" (ID No. 402178442), and/or LLC "TBC Capital" (ID No. 204929961), each of which shall undertake an obligation to maintain the confidentiality of the information provided by the **Bank**;

8.1.5. for the purpose of simplifying, ensuring effective and timely communication with the **Client**, without obtaining additional consent from the **Client**, transfer any information relating to the **Client** (including personal data as well as information constituting banking secrecy (confidential information)), without limitation and in any volume (as required for a specific purpose), to LLC "Georgian Post" and/or other courier/postal service provider(s), which shall in turn undertake an obligation to maintain the confidentiality of the information provided by the **Bank** and ensure delivery of the **Bank's** correspondence to the addressee;

8.1.6. in accordance with the procedure established by **Legislation**, for the purpose of the **Client** obtaining an insurance product, without obtaining additional consent from the **Client**, transfer any information relating to the **Client** (including personal data as well as information constituting banking secrecy (confidential information)), without limitation and in any volume, to JSC "TBC Insurance" (ID No. 405042804), which shall in turn undertake an obligation to maintain the confidentiality of the information provided by the **Bank**.

8.2. The **Client** releases the **Bank** from the obligation to maintain confidentiality in respect of information received/disclosed on the basis of Clause 8.1 of this **Agreement** and waives any claim for compensation of damage caused by disclosure of such information by the **Bank** or its transfer to third **Party(ies)** as described in the above clauses.

8.3. The **Parties** agree that the **Client's** consent expressed through various remote **Banking Service** channels/electronic communication channels (**ATM**, fast payment terminal, **Internet Bank**, **Mobile Bank**, www.tbccredit.ge, **Telephone Service Center**, etc.) with respect to the processing of the **Client's** personal data (including consent related to the **Bank's** receipt and processing of personal data stored in the databases of the Civil Registry, **Creditinfo**, the Revenue Service, and other databases) shall have legal force equivalent to that of a written document executed in writing, printed on paper, and confirmed by the **Client's** handwritten signature.

8.4. For the purpose of providing banking/payment services to the **Client** through remote banking/payment service channels/payment instruments (**ATM**, fast payment terminal, etc.), including for offering/confirming various banking/**Credit** products, the **Bank** may provide necessary information (including personal data of the **Client**/the **Person** authorized to represent the **Client**) to **Third Parties** (which, in accordance with the procedure established by **Legislation**, carry out identification/verification of persons for the purposes of provision of the above-mentioned services), including payment service provider(s), which shall in turn undertake an obligation to maintain the confidentiality of the information provided by the **Bank**.

8.5. The **Client** confirms that it is aware of the "Personal Data Protection Policy" published on the **Bank's Website** at https://tbcbank.ge/ka/privacy-policy, which covers matters related to personal data and confidentiality.

8.6. The **Client** declares and confirms that it is familiar with the **Bank's** policy on protection of **Employees** from discrimination, violence, and harassment published on the **Bank's Website** (https://tbcbank.ge/employee-protection-policy), fully agrees thereto, and acknowledges the possible legal consequences provided for by this **Agreement** in the event of breach of such policy.

9. **Force Majeure**

9.1. The **Parties** shall be released from liability for the full or partial non-performance or improper performance of their obligations under this **Agreement** if such non-performance or improper performance is caused by Force Majeure Events.

9.2. A **Party** affected by a **Force Majeure Event** shall be obliged, within a reasonable period but no later than within 5 (five) **Banking Days**, to notify the other **Party** of the occurrence of the **Force Majeure Event** and its anticipated duration. Otherwise, such **Party** shall lose the right to be released from liability on the grounds of the existence of Force Majeure Events.

9.3. If a **Force Majeure Event** is not a generally recognized fact or if the other **Party** questions its authenticity, the **Force Majeure Event** specified in the notice shall be confirmed by the competent authority designated by the relevant jurisdiction. Otherwise, the **Party** shall not be released from liability due to the existence of Force Majeure Events.

9.4. If a **Force Majeure Event** continues for more than 30 (thirty) calendar days: (a) from the date of receipt of the notice; or (b) from the date of confirmation by the competent authority designated by the relevant jurisdiction, the **Parties** shall agree on adapting this **Agreement** to the changed circumstances. If the **Parties** fail to reach such **Agreement** within 15 (fifteen) calendar days following the expiration of the said 30 (thirty) calendar-day period, either **Party** shall be entitled to terminate this **Agreement** unilaterally.

10. **Electronic Signature**

10.1. The **Client** shall be entitled to request from the **Bank** the provision of a paper (hard-copy) copy of transactions/agreements/documents executed/concluded by the **Client** using an **Electronic Signature**.

10.2. The **Client** acknowledges that any transaction/**Agreement**/document concluded on behalf of the **Client** by the **Client's** authorized representative using an **Electronic Signature** shall give rise to legal consequences for the **Client**.

10.1. The **Bank** shall be entitled to obtain the **Client's** consent in any form by using an **Advanced Electronic Signature**.

10.2. The **Client's Electronic Signature**, including an **Advanced Electronic Signature**, shall, in accordance with **Legislation** and this **Agreement**, have the same legal force as a tangible (hard-copy) document and a handwritten signature, and may not serve as grounds for the emergence of a dispute between the **Parties**.

10.3. The **Client** hereby gives its consent that:

10.3.1. for the purposes of **Electronic Signature**, the **Bank** may use the personal data of the **Person** recorded with the **Bank** as authorized to manage and represent the **Client**, including first name, last name, personal identification number, email address, and mobile telephone number;

10.3.2. where, on the basis of a relevant power of attorney, a duly authorized representative executes/signs a transaction/**Agreement**/document in electronic form with the **Bank** on behalf of the **Client** (the Principal), the **Bank** may use the personal data of such authorized representative recorded with the **Bank**, including first name, last name, personal identification number, email address, and mobile telephone number;

10.3.3. the **Bank** and/or LLC "NGT Rocket Solutions" (ID No. 405432580, hereinafter – "NGT") may process the **Client's** information and data and/or the personal data of the **Person** authorized to represent the **Client** through the **Electronic Signature** platform – Signify, for the purposes of service provision and implementation of a qualified and/or **Advanced Electronic Signature**. The **Bank** shall also be entitled, for the purposes set forth in this Clause, to transfer the **Client's** information and data and/or the personal data of the **Person** authorized to represent the **Client** to NGT. The **Client** acknowledges that this consent may be withdrawn at any time by submitting a request to withdraw consent for personal data processing via **Internet Bank**/ **Mobile Bank** and/or at a branch. In the event of withdrawal of consent, the use of qualified/ **Advanced Electronic Signature**, including service provision through the **Electronic Signature** platform – Signify, shall be terminated.

10.4. The **Client** (the Principal) acknowledges that any action performed, and any transaction/**Agreement**/document executed or signed with the **Bank** on behalf of the **Client** (the Principal) by a duly authorized representative on the basis of a relevant power of attorney shall give rise to legal consequences for the **Client** (the Principal), including any transaction/**Agreement**/document signed in electronic form by such authorized representative on behalf of the **Client** (the Principal).

10.5. The **Bank** shall not be liable for any consequences arising from the receipt by a third **Party** of any notification or other information/documentation sent by the **Bank** using the **Client's** (the Principal's) contact details, including email address or mobile telephone number, which have been changed and/or provided to the **Bank** by the **Client** or by a **Person** authorized to manage and represent the **Client**, or by a duly authorized representative acting on the basis of a power of attorney.

10.6. The **Bank** shall not be liable for any consequences arising from the use by a third **Party** of the **Client's** (the Principal's) contact details changed and/or provided to the **Bank** by the **Client** or by a **Person** authorized to manage and represent the **Client**, or by a duly authorized representative acting on the basis of a power of attorney, including actions performed by a third **Party** using the **Client's** mobile telephone number or from messages or other information/documentation sent by a third **Party** from the **Client's** email address and received by the **Bank**, and the **Bank's** subsequent actions or failure to act based thereon.

11. **Communication Between the Parties**

11.1. For the purposes of sending and delivering any notice, including a notification designated for the purposes of legal proceedings, various means of communication may be used, including, without limitation: (1) e-mail; (2) any digital, telephone, or postal communication, short text message (SMS/MMS); (3) **Push Notification**; and/or (4) communication **Applications** (including WhatsApp, etc.); and (5) any other means of communication. Any notice

delivered in any form shall have binding legal force and may be used either jointly (through several means) or through any one of them. Furthermore, the **Bank** is not obligated to use several of the channels designated for notification if communication with the **Client** is ensured through any one of them. The **Client** further agrees that the **Bank** shall be entitled to use an automated answering system in the course of telephone communications with the **Client**.

11.2. The **Parties** agree that a written notice shall be delivered to the **Party** at the last address known to the sender of the notice. A notice shall also be deemed duly delivered if it is returned to the sender due to the absence of the addressee at the specified address and/or if the addressee refuses to accept the notice and/or evades its receipt.

11.3. A short text message (SMS/MMS) shall be deemed delivered to a **Party** if the relevant mobile telecommunications operator confirms, by means of an appropriate notification (status delivered), that the short text message has been sent to and/or received at the relevant telephone number.

11.4. The **Parties** agree that an electronic message sent to the Borrower's e-mail address specified (1) in this **Agreement** and/or (2) in any document submitted/provided by the Borrower to the **Bank** and/or (3) in any public source, as well as a notification placed/sent in the **Bank's** remote service channels (**Mobile**/**Internet Bank**, etc.) shall be deemed an official notice duly delivered to the Borrower.

11.5. A notice shall also be deemed received/delivered if it is sent and delivered by any form and means provided for by **Legislation**.

11.6. The **Client** declares and confirms that it agrees to receive notices sent by the **Bank** to the **Client** in the form of short text messages also by means of Push Notifications and/or communication **Applications** (including WhatsApp, etc.). A notice delivered by **Push Notification** shall have the same legal force as a short text message as defined under this **Agreement**.

11.7. The **Client** confirms that the **Bank** has fully informed the **Client** about alternative means of receiving the services defined under this **Agreement** ("SMS notification service"), namely receiving information/notices via Push Notifications and/or communication **Applications** (including WhatsApp, etc.). The terms and conditions of service defined in Article 24.5 of this **Agreement** shall fully apply to informing/notifying the **Client** via Push Notifications and/or communication **Applications** (including WhatsApp, etc.). At the same time, the **Client** shall be entitled, at its own discretion, to choose/determine the source/channel for receiving information/notices (SMS/ **Push Notification** /communication **Applications**, including WhatsApp, etc.).

11.8. The **Client** declares and confirms that it agrees to receive information regarding any transaction carried out by the **Client** (including information directly provided for and/or required by the relevant legal acts of the **National Bank of Georgia**) and/or statements (in the form and under the conditions determined by the **Bank**) through any of the remote channels provided for by this **Agreement** (**Telephone Service Center**/**Internet Bank**/ **Mobile Bank**, etc.) and/or by visiting any branch/service center of the **Bank**.

11.9. Communication with the **Client** shall be conducted in the Georgian language, unless the **Parties** additionally agree to conduct their communication in another language.

12. Submission of Complaints

12.1. In the event of dissatisfaction with the **Bank's** services, the **Client** shall be entitled to submit a complaint to the **Bank** orally, in writing, or in electronic form.

12.2. A standard written complaint form may be obtained at the **Bank's** branches and service centers.

12.3. A complaint may be submitted in electronic form via **Internet Bank** or through the **Bank's Website** (www.tbc**Bank**.ge).

12.4. A complaint may also be submitted by contacting the **Bank's Telephone Service Center** at: +995 (32) 2 272727.

12.5. The maximum period for reviewing a complaint submitted by the **Client** shall be no later than 1 (one) month from the date of receipt of the **Application** and, where applicable, from the date of identification of the applicant.

12.6. Complaints shall be reviewed by the Complaints Management Team of the **Bank's** Customer Support Department.

12.7. The **Client** shall be notified of the decision adopted in connection with the complaint in writing and/or, by **Agreement** with the **Client**, by other means of communication (telephone communication, e-mail, digital channel), and/or in the same form in which the complaint was submitted.

12.8. Information regarding the progress of the review of a complaint may be obtained at any branch/service center of the **Bank** and/or through remote channels.

13. Representations and Warranties of the Parties

13.1. The **Client** declares, represents, confirms, and warrants that:

13.1.1. as of the date of execution of this **Agreement** and/or any other **Agreement** related thereto, the **Client** has legal capacity;

13.1.2. the **Client** has the requisite legal capacity and has obtained all necessary consents, approvals, permits, and/or powers of attorney required for the execution and performance of this **Agreement** and/or any other related **Agreement**/document;

13.1.3. upon execution of this **Agreement** and/or any other related **Agreement**/document, the **Client** is not acting under mistake, fraud, coercion, violence, or threat;

13.1.4. the **Client's** actions are not aimed at deceiving the **Bank**;

13.1.5. Any and all information and/or documentation provided by it to the **Bank** (including information relating to its entrepreneurial activities and its status as a taxpayer) is accurate, true, and complete.

13.1.6. the **Client** is aware that providing the **Bank** with false, incorrect, or misleading information and/or documentation constitutes an offense and represents sufficient grounds for termination of this **Agreement**;

13.1.7. the **Client** is not involved in, nor threatened by, any dispute or court proceeding (as a claimant, defendant, third **Party**, or otherwise) that may jeopardize or threaten the performance of the **Client's** obligations under this **Agreement** or under any other **Agreement**/document concluded with the **Bank**, and/or the **Client's** property or assets;

13.1.8. the execution of any banking operations shall not violate:

13.1.8.1. the terms of any other **Agreement** to which the **Client** is a **Party**;

13.1.8.2. the terms of any license/permit held by the **Client**;

13.1.8.3. any other obligations of the **Client** (if any);

13.1.8.4. legislation;

13.1.8.5. any regulation, rule, decision, **Order**, or resolution issued by any competent authority;

13.1.8.6. any restriction imposed by the state or any governmental, regulatory, judicial, or arbitral authority, compliance with which is the responsibility of the **Client**;

13.1.9. the **Client** shall not refuse to perform the obligations assumed under this **Agreement**;

13.1.10. the **Client** shall not assign or transfer its obligations to any third **Party**. This provision shall not be construed as requiring the **Client/Borrower** to perform obligations personally and shall not preclude the **Bank** from accepting performance offered by a third **Party**, and for such purposes the **Client/Borrower** hereby consents to the **Bank's** disclosure to a third **Party** of information regarding the **Client's /Borrower's** outstanding indebtedness/payments;

13.1.11. Neither the **Client**, nor its founders, management, or members of its executive/supervisory bodies, nor the **Client's** beneficial owner(s) and/or affiliated persons (which, for the purposes of this Clause, shall include any **Person** who, in the **Bank's** assessment, including from a sanctions perspective, may exert influence over a **Person** or its decisions due to business, familial, or other close relationships, or who directly or indirectly owns or controls such **Person**), prior to execution of this **Agreement** or at any time during its validity:

13.1.11.1. are not / shall not be included in any list of sanctioned persons issued by the United Nations (UN), the European Union, the United Kingdom, the United States of America, Georgia, any other state, or any international organization (hereinafter, collectively or individually, the **"Competent Authorities"**) (hereinafter the **"Sanctions List"**), and/or are not / shall not be subject to any sanctions (for the purposes of this Clause, a sanction shall include, inter alia, any restriction, policy, prohibition, or other directive determined by the Competent Authorities).

13.1.11.2. is or shall be a resident of a state subject to comprehensive trade sanctions/restrictions imposed by the Competent Authority(ies);

13.1.11.3. have not entered into and shall not enter into, directly or indirectly, including through other persons, any transaction (including facilitating the conclusion of any transaction) with any **Person** and/or entity that is or will be included in a Sanctions List or is or will be subject to sanctions, and which is a resident of or conducts business in a territory subject to comprehensive trade sanctions/restrictions.

13.1.11.4. has not entered into and shall not enter into, directly or indirectly, including through other persons, any transaction (including facilitation thereof) involving any **Party**/property/asset/product/service subject to comprehensive targeted sectoral sanctions/restrictions.

13.2. The **Client** declares that it is not acting on behalf of a third **Party** and has no relationship with a fictitious ("shell") **Bank** at the time the **Bank** accepts the **Application** submitted under this **Agreement**, and that all information provided to the **Bank** (including information on entrepreneurial activity and the **Client's** status as a taxpayer) is true, accurate, complete, and exhaustive.

13.3. The **Client** declares that, at the moment the **Bank** accepts the **Application** submitted by the **Client** pursuant to this **Agreement**, the **Client** is not acting on behalf of a third **Party** and has no relationship with a fictitious **Bank** ("shell **Bank**"), and that the information provided to the **Bank** (including information relating to its entrepreneurial activities and its status as a taxpayer) is true, accurate, complete, and exhaustive.

13.4. The **Client** shall be obliged to immediately notify the **Bank** of any change in its identification data, contact information, status, or type of activity

13.5. In the event that any statement made pursuant to this **Agreement** with respect to sanctioned persons proves to be inaccurate and any action performed by the **Client** constitutes a violation or circumvention of sanctions, and/or where, in the **Bank's** assessment, there exists a risk of sanctions being imposed on the **Client** and/or its affiliated **Person(s)** as a result thereof, and/or where sanctions are imposed on any of the above-mentioned persons, the **Bank** shall, in addition to any other actions provided for under this **Agreement**, be entitled to act in accordance with the sanctions imposed by the relevant competent authority(ies) and to perform any and all actions imposed or required by the competent authority(ies) and/or regulatory body(ies), including, without limitation, restricting the **Client's** ability to dispose of and/or manage any funds or assets, terminating this **Agreement** with the **Client**, and closing the **Accounts**.

13.6. **Policy on Anti-Bribery and Anti-Corruption and the Prevention of Facilitation of Tax Evasion**

13.6.1. The **Parties** hereby declare and warrant that:

13.6.1.1. each of them, as well as their subsidiaries, parent companies, and related **Parties**, conduct their activities and business relationships in good faith and in a lawful manner, in compliance with high ethical standards. The **Parties** maintain a zero-tolerance approach towards corruption, tax fraud, tax evasion, and any other form of criminal activity, and exercise continuous control over such matters;

13.6.1.2. the **Parties**, as well as their related persons, including members of senior management of their subsidiaries and parent companies, authorized persons, representatives, employees, and other personnel, shall not participate in any actions that involve the facilitation (directly or indirectly) of corruption, tax fraud, or tax evasion in any form;

13.6.1.3. each of them, as well as their related persons, has not been found guilty of, or charged with, corruption, tax fraud, tax evasion, or facilitation thereof;

13.6.1.4. any breach of the above provisions may result in termination of this **Agreement** as well as any other **Agreement** previously concluded between the **Parties**. Such termination shall not exclude the liability of the breaching **Party** and/or its senior management member, authorized **Person**, representative, **Employee**, other personnel, related **Person**, and/or affiliated undertaking, nor the **Application** of sanctions provided for by **Legislation** (including possible criminal liability). At the same time, the **Parties** confirm that a **Party** shall not be held liable for the actions of an authorized **Person** or a related **Person** if such **Person** did not act on behalf of and under the order of the **Party**;

13.6.1.5. the above representations and warranties shall remain in force until the full and proper performance of all obligations undertaken by the **Parties** under this **Agreement** and any other agreements previously concluded between them, regardless of the full or partial termination of such **Agreement**(s);

13.6.1.6. either **Party** shall immediately notify the other **Party** in writing of any circumstances that may conflict with and/or result in a breach of the present representations and warranties, as well as of the occurrence or commencement of any circumstances that may endanger the full and proper performance of the obligations undertaken under the **Agreement**(s). Depending on the gravity of any breach of the above warranties, the **Bank** shall be entitled, for verification purposes, to request the contracting **Party** to provide reports and records.

13.6.1.7. The **Client** acknowledges awareness of the possible consequences that may arise from the provision of false, inaccurate, incomplete, or unfounded information by the **Client**.

13.6.1.8. The **Client** is prohibited from using any service provided under this **Agreement** for unlawful purposes, including for the acquisition of goods or services the purchase of which is prohibited by **Legislation**.

13.6.1.9. The **Client** hereby also agrees to the 'Anti-Bribery and Anti-Corruption, Prevention of Facilitation of Tax Evasion Policy', which is available on the **Bank's** following **Webpage**: https://link.tbc.ge/bribery-corruption-tax-evasion-prevention-policy.

14. Liability of the Parties and Penalties

14.1. In the event of failure to duly and timely perform the obligations assumed under this **Agreement**, the **Parties** shall be liable in accordance with this **Agreement** and **Legislation**.

14.2. The **Bank** shall be liable to the **Client** for the accurate and timely execution of banking operations.

14.3. In the event of a breach of the time limits for the execution of banking operations by the **Bank**, the **Bank** shall pay a penalty in the amount of 0.5% of the relevant amount for each overdue **Banking Day**, or in accordance with the procedure established by **Legislation**.

14.4. In the event of failure to timely perform the obligation provided for in Clause 21.2.3 of this **Agreement** and/or failure by the **Client** to return the funds erroneously credited within 5 (five) business days from the date the **Bank** notifies the **Client** thereof, the **Client** shall be obliged to pay the **Bank** a penalty in the amount of 0.05% of the amount payable to the **Bank** pursuant to Clause 21.2.3 of this **Agreement** for each day of delay.

14.5. Payment of a penalty shall not release the breaching **Party** from the obligation to perform its obligations under this **Agreement**. At the same time, the claim for a penalty shall constitute a right, and not an obligation, of the entitled **Party**.

14.6. The **Bank** shall not be liable for:

14.6.1. failure to perform obligations (including in connection with international transfers initiated by the **Client**), if:

14.6.1.1. such failure is caused by any action and/or error of the recipient and/or intermediary **Bank** specified in the **Client's Payment Order** or any other document, and/or by any other reason beyond the **Bank's** control;

14.6.1.2. n embargo and/or any other restriction applies to the state in whose territory the recipient **Bank** operates, which prevents the recipient from receiving the funds;

14.6.1.3. the correspondent **Bank** (through which the transfer is executed) refuses to perform the transaction and/or the transferred funds are detained/blocked for the purposes of anti-money laundering or for any other reason;

14.6.2. consequences arising from:

14.6.2.1. execution of an operation based on the **Client's Order**;

14.6.2.2. malfunction of the **Client's** or any other **Person's** computer, mobile phone, and/or any other device or equipment (any part thereof and/or accessory), and/or software;

14.6.2.3. actions or omissions of a telecommunications operator, internet service provider, and/or any other **Person**;

14.6.2.4. incorrect or incomplete completion by the **Client** of an **Application** and/or statement;

14.6.2.5. inaccuracy and/or incorrectness of information provided by the **Client** to the **Bank**;

14.6.2.6. failure by the **Client** to perform obligations assumed under this **Agreement**;

14.6.2.7. failure by the **Client** to exercise the rights granted to the **Client** under this **Agreement**;

14.6.2.8. failure by the **Client** to comply with recommendations issued by the **Bank**;

14.6.2.9. actions taken by the **Client** or the **Client's** authorized representative on behalf of the **Client**, including:
(a) consequences arising from the receipt by another **Person** of notifications or any other information-containing documents sent by the **Bank** using the **Client's** contact details changed in the **Bank's** records and/or provided to the **Bank**, including an e-mail address or mobile phone number;
(b) use by another **Person** of the **Client's** contact details changed in the **Bank's** records and/or provided to the **Bank**, including actions performed by another **Person** via the **Client's** mobile phone number, or the **Bank's** receipt of messages or any other information-containing documents sent by another **Person** from the **Client's** e-mail address, and the consequences thereof, including actions taken or refrained from by the **Bank**;

14.6.2.10. consequences arising from transfers executed on the basis of a forged or incorrectly prepared invoice, where such invoice is submitted to the **Bank** by the **Client**;

14.6.2.11. The **Client** shall be strictly prohibited from contacting the **Bank's** employees/contractors independently, whether directly or indirectly, for the purpose of offering employment or engaging them in any type of service. The **Client** confirms that it will not solicit, recruit, employ, or offer employment to the **Bank's** employees. This obligation shall remain in effect throughout the term of the **Agreement** and for a period of at least 1 year following its termination. In the event of a breach of this paragraph of the **Agreement**, the **Client** shall pay the **Bank** a fine of 10,000 (ten thousand) USD for each such breach, immediately upon the **Bank's** demand.

15. Amendments/Additions to the Agreement

15.1. The **Bank** shall be entitled to introduce amendments and/or additions to the text of this **Agreement** by publishing relevant information on the **Bank's Website** (www.tbcBank.ge) and/or by displaying such information at the **Bank's** branches and service centers at least 10 (ten) calendar days prior to the implementation of such amendments/additions.

15.2. The **Bank** shall be entitled, at any time and unilaterally, to amend the rules, terms and/or **Commission Fee** determined under this **Agreement** and/or any other agreements/documents related hereto, for the purposes of bringing them into compliance with newly established internal rules of the **Bank**, changed market conditions, **Bank**ing practice, and/or legislation.

15.3. The **Parties** agree that where the **Bank** introduces amendments to the terms of this **Agreement** or any additional **Agreement**/document concluded hereunder that are in the **Client's** favor, the **Bank** shall not be obliged to notify the **Client** of such amendments in advance.

15.4. In the case described in Clause 15.1 of this **Agreement**, the **Client** shall be entitled, at any time prior to the expiration of 10 (ten) calendar days from the publication of the relevant information on the **Bank's Website** and/or at the **Bank's** branches and service centers, to terminate this **Agreement** in accordance with the procedure provided for in the Article 17 of this **Agreement**. In exercising this right, the **Client** shall be obliged, no later than 5 (five) calendar days from the delivery to the **Bank** of the written notice on termination of this **Agreement**, to return to the **Bank** all **Credit** products obtained under this **Agreement** (including full repayment of all **Credit** limits, overdrafts, **Bank** loans, and any other **Credit** products) and to pay to the **Bank** all **Commission Fee**, interest, penalties, and any other amounts payable in connection with the services and products provided under this **Agreement**. This **Agreement** shall remain in force until the **Client** has fully performed all obligations imposed on the **Client** hereunder.

15.5. If the **Client** fails to exercise the right described in Clause 15.4 of this **Agreement**, the amendments/additions proposed by the **Bank** shall be deemed accepted by the **Client**, and the **Agreement** shall be deemed amended in accordance with the proposed terms.

15.6. The **Bank** shall be entitled to bring into effect any amendment that does not worsen the **Client's** position immediately upon its publication on the **Bank's Website**.

16. Right to Withdraw from a Banking Product /Service (Agreement)

16.1. This Article defines the rules and conditions for the **Client's** exercise of the right to withdraw (hereinafter the "Right of Withdrawal") from a **Banking Product** and/or **Banking Service**, the terms of which are agreed and/or the **Agreement** is concluded between the **Bank** and the **Client** through the **Bank's** remote communication channels (hereinafter the "Remote **Banking Product/Service**").

16.2. The **Client** may exercise the Right of Withdrawal without stating any reason within 14 (fourteen) calendar days from the receipt of the Remote **Banking Product** /Service. Upon expiration of the said period, the **Client** shall no longer be entitled to withdraw from the use of the Remote **Banking Product** /Service on the basis of the Right of Withdrawal.

16.3. In order to exercise the Right of Withdrawal, the **Client** shall submit to the **Bank** a relevant **Application** /notice, which must mandatorily indicate the specific Remote **Banking Product** /Service in respect of which the **Client** is exercising the Right of Withdrawal. Such **Application** /notice may be submitted either in material (written) form at any branch/service center of the **Bank**, or through remote channels (**Telephone Service Center**, **Internet Bank**, **Mobile Bank**).

16.4. Upon the **Client's** exercise of the Right of Withdrawal, the **Bank** shall be entitled to charge, and the **Client** shall be obliged—upon the **Bank's** request—to pay, the cost of services actually rendered by the **Bank** prior to the exercise of the Right of Withdrawal and/or any amounts payable in connection with the use of the Remote **Banking Product** /Service (excluding amounts payable to **Third Parties** (administrative authorities, notaries, etc.)), proportionally to the period of use of the Remote **Banking Product/Service**.

16.5. The **Client** shall be obliged, within 30 (thirty) calendar days from the submission of the **Application** /notice of withdrawal, to return to the **Bank** any funds/property received and transferred into the **Client's** use/ownership within the framework of the Remote **Banking Product/Service**.

16.6. The **Bank** shall be obliged to refund to the **Client** in full any amounts paid by the **Client** for the use of the Remote **Banking Product/Service** (less the costs provided for in Clause 16.4) within 30 (thirty) calendar days from the submission of the **Client's Application** /notice of withdrawal. At the same time, if the **Client** performs the obligation under Clause 16.5 on the last day of the period specified therein and, as a result, the **Bank** may face a risk of non-performance of the obligation provided for in this Clause, the **Bank** shall be entitled, taking into **Account** circumstances beyond its control (objective circumstances), to perform such obligation after the expiration of the period specified in this Clause (within a reasonable time).

16.7. Upon full and proper performance by the **Parties** of their obligations under Clauses 16.5 and 16.6, the use of the Remote **Banking Product/Service** shall be deemed terminated.

16.8. The **Bank** shall be entitled to request, and the **Client** shall be obliged—within a reasonable time from such request—to provide the **Bank** with any information/documentation related to the use of the Remote **Banking Product/Service** in respect of which the **Client** has exercised the Right of Withdrawal.

16.9. The provisions of this Article relating to the Right of Withdrawal shall not apply to **Credit** agreements for specific financial products.

16.10. The Right of Withdrawal shall not apply to **Banking Products**/**Services** related to:

16.10.1. currency exchange;

16.10.2. money market instruments;

16.10.3. transferable securities;

16.10.4. rights issued by an investment fund;

16.10.5. futures, including equivalent instruments settled in cash;

16.10.6. forward rate agreements (FRAs);

16.10.7. interest rate, currency, and capital swaps;

16.10.8. options to acquire or dispose of any instrument listed in this Clause, including equivalent instruments settled in cash, as well as currency and interest rate options;

16.10.9. documentary operations (letters of **Credit** , documentary collections, **Bank** guarantees, acceptances, etc.);

16.10.10. escrow **Accounts**;

16.10.11. factoring operations;

16.10.12. agreements that have been fully performed by both **Parties** at the **Client's** explicit and unequivocal request prior to the exercise of the Right of Withdrawal;

16.10.13. **Deposit** agreements.

17. Termination of the Agreement; Suspension of Banking Services

17.1. The **Client** shall be entitled, at any time, by giving the **Bank** a written notice at least 10 (ten) calendar days in advance, to:
(a) close the **Accounts**;
(b) discontinue the use of any or all types of **Banking Services** provided for under this **Agreement**; and/or
(c) request termination of this **Agreement**.

17.2. Upon exercising the right to terminate the **Agreement**, the **Client** shall be obliged, no later than 5 (five) calendar days from the delivery of the written notice to the **Bank**, to pay to the **Bank** all **Commission Fee** and any other amounts payable in connection with the relevant **Account**(s)/ **Banking Services**.

17.3. Closure of the **Accounts** by the **Client** and/or discontinuation of the use of any or all types of **Banking Services** provided for under this **Agreement** shall not automatically result in termination of this **Agreement**.

17.4. Prior to termination of this **Agreement**, the **Client** shall ensure full withdrawal of the balances from the **Accounts** and/or notify the **Bank** of alternative **Bank**ing details held with another **Bank** to which the **Bank** may transfer the balances held in the **Client's Accounts**. In the event of the **Client's** failure to perform the obligations set forth in this Clause, the **Bank** shall be entitled to:

17.4.1. transfer, without the **Client's** additional consent, the balances held in the **Accounts** to the **Client's Account** with another **Bank**, the details of which became known to the **Bank** in the course of providing services or from a public source;

17.4.2. transfer the balances held in the **Accounts** to the **Bank's** transit **Account**; and/or

17.4.3. restrict the **Client's** access to the **Accounts**, suspend banking operations, and refuse to provide services.

17.5. The **Bank** shall be entitled, at any time, to:

17.5.1. terminate this **Agreement** by giving the **Client** a notice at least 10 (ten) calendar days prior to termination (unless a different notice period is provided for under this **Agreement** for termination of the **Agreement** or a specific service);

17.5.2. offer to the **Client** or discontinue the provision of any one or more services provided for under this **Agreement**;

17.5.3. close the **Client's Accounts**;

17.5.4. block the **Client's Bank Account**(s) and/or restrict active operations on/from the **Account**(s) (including deposits/withdrawals, **Credit**/transfers, currency conversion, etc.).

17.6. The **Bank** shall be entitled to close the **Client's Accounts** in the following cases:

17.6.1. breach of obligations assumed under this **Agreement** or any other **Agreement** related hereto;

17.6.2. absence of any balance in the **Accounts** for a period of 6 (six) months;

17.6.3. absence of any transactions through the **Accounts** for a period of 6 (six) months (for the purposes of this Clause, transfers/debits of the **Bank's** service fees and/or payments related to **Credit** products shall not be deemed transactions);

17.6.4. if transactions/operations are carried out, initiated, or recorded in the **Client's Accounts** in connection with the purchase, import, export, transportation, and/or any other handling of goods originating from or produced by a country included in the Sanctions List, or transportation of goods purchased in any country through the territory of, and/or by any means of transport (including air, sea, etc.) registered in, a country included in the Sanctions List;

17.6.5. in other cases provided for by **Legislation**;

17.6.6. due to non-compliance of the **Client**/the **Client**'s actions with the requirements unilaterally determined by the **Bank** under its internal policies.

17.7. In the event of closure of an **Account**, the funds credited to the relevant **Account** shall be returned to the **Client** in accordance with the procedure set forth in this **Agreement**.

17.8. The **Bank** shall be entitled to block the **Client's Bank Account**(s) and/or restrict active operations on the **Account**(s) (including deposits/withdrawals, **Credit**/transfers, currency conversion, etc.:

17.8.1. if no banking operations are carried out on/from the **Account**(s) for a period of 2 (two) year (for the purposes of this Clause, transfers/debits of the **Bank's** service fees and/or payments related to **Credit** products shall not be deemed banking operations). In such case, the **Client** shall not be able to obtain **Banking Products**/**Services** until the **Client** fully performs the actions preliminarily determined by the **Bank**;

17.8.2. to restrict the **Client's** access (in whole or in part) to the funds held in the **Account**(s) if the **Bank** conducts an inquiry as provided for by the Law of Georgia on the Prevention of Money Laundering and Financing of Terrorism and/or related legal acts, if relevant international sanctions are applied to the **Client**, or if there is a substantiated suspicion that the funds may have been obtained through criminal means and/or may be used for unlawful activities;

17.8.3. in other cases provided for by **Legislation** and this **Agreement**;

17.8.4. due to incompatibility/non-compliance of the **Client**/the **Client's** actions with the requirements unilaterally determined by the **Bank** under its internal policies;

17.8.5. if the **Client** has outstanding indebtedness to the **Bank** and/or the **Bank** has a monetary claim against the **Client**.

17.9. The **Bank** shall be entitled to terminate this **Agreement** without prior notice (including without observing the notice period provided for under this **Agreement**) due to non-compliance of the **Client**/the **Client's** actions with the requirements unilaterally determined by the **Bank** under its internal policies.

17.10. This **Agreement** may be terminated at any time by mutual **Agreement** of the **Parties** or in other cases provided for by **Legislation**.

18. Dispute Resolution and Governing Law

18.1. Any issues not directly governed by this **Agreement** shall be settled in accordance with the **Legislation** of Georgia.

18.2. Any and all disputes and disagreements arising between the **Parties** shall be resolved through negotiations. In the event the **Parties** fail to reach an **Agreement**, the dispute shall be considered by the system of common courts of Georgia in accordance with the **Legislation** of Georgia. At the same time, the **Parties** agree that with respect to **Credit** claims and obligations, the procedure for dispute resolution shall be determined by the relevant **Agreement** (including, without limitation, agreements on provision of **Credit** products, **Bank** loan agreements, security agreements, etc.), and accordingly, such disputes shall be resolved in accordance with the terms and conditions of the specific **Agreement** concluded with the **Client**.

18.3. The **Client** and the **Bank** may have entered into and/or confirmed a separate **Agreement**/contract that provides for a specific dispute resolution procedure, in which case the dispute shall be resolved in accordance with the procedure established by such **Agreement**/contract.

18.4. The **Bank** shall be entitled to seek enforcement against any property of the **Client** (any movable or immovable property and any intangible property rights belonging to the **Client**), irrespective of whether the **Client's** obligation (the **Bank's** claim) is secured by a proprietary right (mortgage, pledge).

18.5. In accordance with the Law of Georgia on Payment System and Payment Services, a consumer shall be entitled to submit a complaint against the **Bank** to the Dispute Resolution Commission operating at the **National Bank of Georgia** (hereinafter the "Commission"), within the time limits established by **Legislation** /this **Agreement**, in cases where the **Bank** has failed to satisfy the consumer's complaint in full or in part (including failure to respond to/return a response to the consumer). The right to apply to the Commission shall arise if the value of the subject matter of the dispute does not exceed **GEL** 100,000 (or its equivalent in foreign currency, calculated as of the date of the disputed action or the date of submission of the complaint). At the same time, the consumer shall be entitled to apply directly to a court without applying to the Commission. The consumer may apply to the Commission within 6 (six) months from the date of submission of the complaint to the **Bank**. The Commission shall review complaints under this Clause free of charge. The Commission has been operating since 1 December 2023. The rules governing the Commission's activities (including the procedure and process for filing complaints) are set forth in Resolution No. 2 of the Board of the **National Bank of Georgia** dated 26 July 2023 ("Rules of Procedure of the Dispute Resolution Commission at the **National Bank of Georgia**").

19. Entry into Force and Term of the Agreement

19.1. This **Agreement** shall enter into force as of the moment of its confirmation by the **Client** and shall remain in effect for an indefinite term, unless and until terminated by either **Party** in accordance with this **Agreement** or **Legislation**.

20. General Provisions

20.1. Information published on the **Bank's Website** and information stored in the **Bank's** databases (computer systems), as well as electronic copies and printouts of such information prepared by the **Bank** and certified by the signature of the **Bank's** Director or a duly authorized representative, shall have evidentiary value for the purposes of confirming the existence or non-existence of facts related to the relationships governed by this **Agreement**.

20.2. In the event of any inconsistency or conflict, this **Agreement** shall prevail over any other **Agreement** previously concluded between the **Parties** in relation to the subject matter hereof.

20.3. The invalidity or termination of any provision of this **Agreement** shall not result in the invalidity or termination of the **Agreement** as a whole.

20.4. The terms of **Client** service, **Commission Fees**, interest rates, and the **Bank's** recommendations are described/set out in informational materials disseminated by the **Bank**. In the event of any inconsistency between the information

contained in such informational materials and the provisions of this **Agreement**, the provisions of this **Agreement** shall prevail.

20.5. The text of this **Agreement** is published on the **Bank's Website** at www.tbcBank.ge and, upon request, a signed copy of the **Agreement** shall be provided to the **Client**.

Part II

21. Bank Account

21.1. Opening an Account

21.1.1. An **Account** shall be opened on the basis of the **Client's Application** and the submission (to the **Bank**) of the mandatory documents required by **Legislation**, the authenticity of which shall be the responsibility of the **Client**.

21.1.2. In accordance with the procedures established by the **Bank**, an **Account** may be opened remotely—on the basis of an **Application** submitted via telephone, by signing the **Account** opening **Application** and/or confirming it by SMS message, through **Internet Bank**, various remote/electronic communication channels, and/or other means of communication—provided that the **Client** already maintains an **Account** with the **Bank**. Until the relevant documents are submitted to the **Bank**, only crediting transactions may be carried out on an **Account** opened remotely, except in cases provided for by **Legislation**.

21.1.3. By signing the **Account** opening **Application** and/or confirming it by SMS message, the **Client** expresses consent and confirms that:

21.1.3.1. the information provided in the **Application** is accurate and reliable and fully corresponds to the will of the **Account** holder/cardholder;

21.1.3.2. the **Bank** is authorized to open a settlement (current) **Account** and/or a demand **Deposit** (deposit) **Account** (in any currency) for the purposes of transferring funds to the **Deposit Account** and/or crediting funds from the **Deposit Account** for the repayment (servicing) of a **Credit;**

21.1.3.3. the **Client** agrees to all terms and conditions related to the relevant **Account**, including standard **Commission Fees**.

21.1.3.4. the **Bank** is authorized, without obtaining the **Client's** additional consent, to open for the **Client** a settlement (current, card, commercial and/or other similar) **Account** and/or a demand **Deposit Account** in any currency, if it is established that the **Client** does not have such an **Account** and/or if the opening of such an additional **Account** is required (including, without limitation, for the purposes of **Credit** repayment/fulfilment of obligations, depositing/crediting funds to a **Deposit Account**, withdrawing/transferring funds from a **Deposit Account**, crediting amounts in a currency different from that of the settlement **Account**, reflecting (crediting) such amounts to the relevant currency **Account**, etc.). In such case, the present **Agreement** and any **Application** signed by the **Client** by which the **Client** accedes to the present **Agreement** shall be deemed the **Client's** consent to the opening of the relevant **Account**.

21.1.4. Where, in respect of a resident legal entity, the **Bank** has verified (identified/verified) the identity of the authorized representative and the beneficial owner on the basis of information obtained from the electronic database of the Civil Registry, and the **Account** is opened on the basis of an **Application** submitted by the **Client** through the remote/electronic channels specified in Clause 21.1.2 of this **Agreement** and/or through other means of communication, the **Bank** shall be entitled, in accordance with the rules and procedures established by the **Bank**, to independently determine the conditions for conducting banking operations on such **Account** opened in this manner (remotely), regardless of whether the **Client** already holds an **Account** with the **Bank**.

21.1.5. In the case of an **Account** opened remotely in accordance with Sub-Clause 21.4.1 of this **Agreement**, there shall be no obligation to submit the documentation required by law for the purpose of opening the **Account**, provided that such documentation is available, in accordance with the procedure established by law, from the electronic database of the Civil Registry and from the Registry of Entrepreneurs and Non-Entrepreneurial (Non-Commercial) Legal Entities of the **Public Registry**.

21.2. Deposit and Transfer of Funds on the Account

21.2.1. The funds may be transferred into the **Client's Account** in cash or through non-cash operations.

21.2.2. If, in the document for crediting funds to the **Client's Account** through another **Bank**, the identification data specified therein does not fully correspond to the information held by the **Bank** about the **Client**, the **Bank** shall **Credit** the received funds to a suspense (unidentified funds) **Account**, conduct the necessary verification to identify the beneficiary, and, upon rectification of the discrepancies between the data, **Credit** the funds to the **Client's Account**; failing such rectification, the funds shall be returned to the payer.

21.2.3. Upon becoming aware of the erroneous crediting of funds to the **Client's Account**, the **Client** shall immediately notify the **Bank** and return the erroneously credited funds to the **Bank**; otherwise, the **Client** shall be liable in accordance with this **Agreement** and **Legislation**.

21.2.4. The **Bank** shall ensure the posting of funds deposited and/or credited to the **Client's** Accounts, the transfer of funds from the **Client's Account**, or the posting of funds deposited in cash with the **Bank** to the beneficiary's **Account**, no later than the second/next **Banking Day** following receipt of the relevant **Order**.

21.2.5. The **Bank** is entitled not to execute the **Client's Order** and to notify the **Client** of non-execution in any form, including where:

21.2.5.1. proper identification of the **Client** cannot be carried out;

21.2.5.2. the **Order** is prepared or submitted in violation of the procedures established by the **Bank** or contains inaccurate information (order);

21.2.5.3. the amount specified in the **Order** exceeds the funds provided by the **Client** to the **Bank** and/or the limits established by the **Bank**;

21.2.5.4. the **Bank** suspects an attempt to carry out an unlawful transaction;

21.2.5.5. such refusal is provided for by **Legislation**.

21.2.6. Where the **Bank** acts as the provider of the payee **Client** (the servicing **Bank** of the payee) and the crediting of funds to the payee **Client's Account** is subject to payment of a **Commission Fee**, the **Bank** shall be entitled not to **Credit** the full amount transferred to the **Bank's Account** as the payee's provider to the payee's **Account**, to withhold the applicable **Commission Fee** prior to crediting the funds to the payee's **Account**, and to **Credit** the amount to the **Client's Account** net of such **Commission Fee**. This provision constitutes an **Agreement** between the **Bank** and the **Client** on the **Bank's** right to withhold **Commission Fee** for the purposes of the Law of Georgia on Payment System and Payment Services. The agreed form for informing the **Client** of the amount of the withheld **Commission Fee** shall be the publication of relevant information by the **Bank** on the **Bank's Website.** At the same time, the **Client** shall not be restricted from additionally requesting and obtaining information on the specific amount of the withheld **Commission Fee** by applying to the **Bank**.

21.2.7. Notwithstanding the stipulation set forth in clause 21.2.9 of this **Agreement**, in the event that the Bank constitutes the provider of the recipient **Client** (the servicing bank of the recipient client) and the operation of reflecting the funds on the recipient **Client's** account is subject to the payment of a fee, the **Bank** is authorized to reflect on the recipient's account the full amount credited to the account of the **Bank**, as the recipient's provider, and to debit the fee after the reflection of the full amount on the recipient's account. The **Client** may obtain information on the amount of the fee debited from the full amount credited to the **Client's** account by means of the **Account** statement.

21.3. **Debit of Funds from the Account**

21.3.1. As a general rule, the debit of funds from the **Client's** Accounts by the **Bank** shall be effected on the basis of the **Client's** consent, **Authorization**, **Order**, or request, in accordance with the procedure set out in this **Agreement**.

21.3.2. The **Bank** is entitled to debit funds from the **Client's** Accounts without acceptance (i.e., without the **Client's** subsequent consent) in the following cases:

21.3.2.1. For the payment of service fees (**Commission Fee**) and/or penalties in accordance with the **Bank's** effective tariffs;

21.3.2.2. For the refund of funds credited by mistake and/or in violation of legislative requirements, and/or funds deemed suspicious;

21.3.2.3. For the repayment of any type of indebtedness owed to the **Bank** or for the performance of any obligation of the **Client** toward the **Bank** (where such indebtedness or obligation is denominated in a currency other than the national currency, the equivalent amount shall be determined at the **Bank's** commercial exchange rate effective at the moment of debiting). At the same time, the **Client** acknowledges that the **Bank** is not obliged, without the **Client's Order**, to debit funds from the **Client's Account** for the purpose of performing any of the **Client's** obligations;

21.3.2.4. In other cases provided for by law and/or by any **Agreement**, arrangement, or other document concluded between the **Client** and the **Bank** (including, for example, the existence of a collection **Order**).

21.3.3. The cancellation of an **Order** given by the **Client** to the **Bank** shall be possible only by **Agreement** with the **Bank**, provided that such **Order** has not yet been executed and its cancellation does not contradict **Legislation** or the nature of the obligation for the performance of which the **Order** was issued.

21.3.4. The **Bank** is entitled to refuse to execute the **Client's Order** and to notify the **Client** of such refusal in any form, including, but not limited to, the following cases:

21.3.4.1. Where the **Client's** proper identification cannot be carried out;

21.3.4.2. Where the **Order** has been prepared or submitted in violation of the procedures established by the **Bank** or contains inaccurate information (details);

21.3.4.3. Where the amount specified in the **Order** exceeds the available balance on the **Account** or the limits established by the **Bank**;

21.3.4.4. Where the **Bank** has reasonable grounds to suspect an attempt to carry out an unlawful transaction;

21.3.4.5. Where such refusal is provided for by law or where the **Client** has a monetary obligation (indebtedness) toward the **Bank**.

21.3.5. As a general rule, cash withdrawals from the **Account** shall be effected using cash disbursement orders (both standard and special forms).

21.4. **Nominee Account**

21.4.1. Servicing under a nominee **Account** implies, in accordance with the procedure established by **Legislation** and on the basis of the **Client's** (hereinafter – the "**Account** Holder") **Application**, the opening by the **Bank** for the **Client** of either a joint nominee **Account** or a segregated nominee **Account** (hereinafter – the "Nominee **Account**"). A Nominee **Account** shall be opened solely in the form of a current **Account**.

21.4.2. Only the funds of the **Account** Holder's **Client**, which such **Account** Holder holds and manages in accordance with **Legislation** and separately from its own funds, may be placed on and/or transferred from the Nominee **Account**.

21.4.3. Upon the **Bank's** request, the holder of the Nominee **Account** shall be obliged to provide the **Bank** with information regarding its clients and/or their beneficial owners.

21.4.4. The nominal holder of the **Account** shall be responsible for the substance and purpose of transactions conducted on the Nominee **Account**.

21.4.5. The disposal of funds held on the Nominee **Account** directly on the basis of order submitted by the nominal holder's **Client** is prohibited.

21.4.6. A Nominee **Account** may be reassigned to another **Person** only on the basis of a decision of a competent authority as provided for by **Legislation**.

21.4.7. The standard **Commission Fees** established by the **Bank** for current **Accounts** shall apply to the Nominee **Account**.

22. Bank Card

22.1. Payment Card (Business Plastic Cards)

22.1.1. **Plastic Card** services mean the performance **of** banking operations by the **Client** or the **Cardholder** through a business **Plastic Card** issued by the **Bank** under the "Visa" or "MasterCard" payment system, using the card Account belonging to the **Client.**

22.1.2. On the basis of this **Agreement**, the **Client** may obtain one or more cards, the type of which shall be determined by the **Application** signed by the **Client** in respect of each specific card, which **Application** shall constitute an integral part of this **Agreement**. The **Client** shall be entitled to refuse to use this service, which the **Client** shall indicate in the **Application**.

22.1.3. Upon issuance of the card, the **Client's** mobile telephone number shall be registered with the **Bank's** SMS service (the terms and conditions of use of the service are set out in the informational materials disseminated by the **Bank**).

22.1.4. The rules for the use of the card are set out in detail on the websites of the international payment systems "Visa" and "MasterCard" (https://www.visa.com.ge/ka_GE/support/consumer/visa-rules.html; https://www.mastercard.us/en-us/business/overview/support/rules.html).

22.1.5. Identification of the **Cardholder** shall be carried out by means of the first name and last name indicated on the **Plastic Card**, the specimen signature placed thereon, and the **PIN Code**.

22.1.6. The period of use of the **Plastic Card** shall be determined by the expiry date indicated on the **Plastic Card**. The validity of the card shall expire upon the end of the last day of the month indicated on the **Plastic Card**.

22.1.7. For the use of the **Plastic Card**, the **Client** shall be obliged to pay the service **Commission Fee** to the **Bank** in accordance with the fees established by the **Bank**.

22.1.8. The **Client** shall be entitled to have multiple card **Accounts** and to use only one **Plastic Card** linked to one card **Account** (for the purposes of this Clause, a card **Account** shall mean a set of **Accounts** opened in different currencies that share the same **Account** number).

22.1.9. The **Bank** shall not be liable for transactions carried out within the applicable limit using contactless chip **Cards** without the use of a **PIN Code** and chip.

22.2. Procedures Related to Plastic Cards

22.2.1. For the purpose of performing transactions by means of a **Plastic Card**, the **Bank** shall open the relevant card **Account**(s).

22.2.2. The **Client**/ **Cardholder** shall be entitled to use the funds available in the card **Account**, less the **Plastic Card** service **Commission Fees** and the **Minimum Balance**. In the event of overdrawing the **Account**, the **Client**/ **Cardholder** shall be obliged to pay the **Bank** the **Commission Fee** associated with such **Overdraft**.

22.2.3. In the event of overdrawing funds, including cases of **Overdraft** arising from the **Automatic Overdraft** provided for under this Clause and/or the occurrence of an **Unauthorized Overdraft**, the **Bank** shall notify the **Client**/ **Cardholder** by sending a short text message (SMS). The **Bank** shall not be liable, under this Clause or under this **Agreement**, for the **Client's** /Cardholder's failure to receive any information required to be provided or provided by the **Bank**, or for the consequences of such information being received by a third **Party**, where the failure to deliver such information is caused by the fault of the **Client**/ **Cardholder** and/or where the **Client**/ **Cardholder** has changed their contact details (mobile telephone number, address, email address, etc.) and has failed to notify the **Bank** thereof.

22.2.4. For the purposes of risk mitigation, the use of the **Plastic Card** and the card **Account** may be additionally restricted by the **Bank** through the establishment of relevant limits.

22.2.5. The **Application** for issuance of a **Plastic Card** shall be signed, on the one hand, by the **Client's** authorized representative, and, on the other hand, by the **Person** to whom the card is to be issued (the Cardholder).

22.2.6. The **Bank** shall be entitled to link **Accounts** in different currencies to one **Plastic Card** or to link several **Plastic Cards** to one **Bank Account**. The priority of currencies shall be determined by the **Client**. Information on the balance(s) available on the **Plastic Card Account**(s) shall be indicated in the priority currency, in accordance with the commercial exchange rate established by the **Bank** on the relevant day (information on the exchange rate is available at the following Website: https://tbcbank.ge/ka/treasury-products?amount=100&ccyFrom=USD&ccyTo=GEL).

22.2.7. In order to obtain a **Plastic Card**, the **Client** shall submit the relevant **Application** to the **Bank** and **Deposit** or **Credit** to the **Account** the **Minimum Balance** and the annual **Plastic Card** service fee in accordance with the **Commission Fees** established by the **Bank**.

22.2.8. Upon crediting the card **Account** with the amounts specified in Sub-Clause 22.2.7 of this **Agreement**, within the timeframe determined by the **Bank**, the **Bank** shall manufacture and deliver the **Plastic Card** and the **PIN Code** to the **Client** or the Cardholder, together with the relevant documentation and/or informational materials.

22.2.9. In the event that the **Client** or the **Cardholder** fails to collect the **Plastic Card** within 90 (ninety) calendar days from the date of its manufacture, the **Bank** shall be entitled to destroy the **Plastic Card**, in which case:

22.2.9.1. the **Commission Fees** paid by the **Client** shall not be refunded;

22.2.9.2. the **Minimum Balance** credited to the **Plastic Card** and any other funds shall be refunded to the **Client** in accordance with the procedure set forth in Sub-Clause 22.4.6.1 of this **Agreement**;

22.2.9.3. the tariff package shall be automatically cancelled together with all its terms and conditions.

22.2.10. Where the authorized representative of the **Account** holder (the **Client**) and the **Cardholder** are not the same **Person**:

22.2.10.1. the authorized representative of the **Account** holder (the **Client**) shall be independently entitled to: receive a new **card**, request change of priorities related to the currencies thereto, open **card account(s)**, cancel the **card**, block/ublock the **card account**, receive the **card** detained by the ATM, Changing **card Pin code** (the **Client** shall present the relevant application to the **Bank**);

22.2.10.2. The Cardholder can perform the following actions on his/her own: accept the payment **card** prepared for him/her, have the payment **card** blocked and unblocked (only if blocked due to incorrect **Pin code**), retrieve/accept the payment **card** if it has been retained by an ATM (only if retained due to lack of attention on the part of the Cardholder or due to ATM malfunction), reset the **Pin code** (the **Client** must submit a relevant application to the **Bank**) and apply for resetting currency priority

22.2.10.3. the authorized representative of the **Account** holder (the **Client**) and the **Cardholder** shall only jointly be entitled to request the issuance of a new **Plastic Card**.

22.3. **Funds Credited to the Card Account, Unauthorized and Automatic Overdraft**

22.3.1. The amount of the **Minimum Balance** shall be determined depending on the card type, taking into **Account** the recommendations of the international payment systems "Visa" and "MasterCard", and in accordance with the rules and conditions established by the **Bank**. If, as a result of any transaction, the balance available in the card **Account** falls below the **Minimum Balance**, the **Client** shall be obliged to immediately **Deposit** or **Credit** to the card **Account** an amount sufficient to restore the **Minimum Balance** (if applicable).

22.3.2. Disposal of funds credited to the card **Account** shall be permitted within the limits established by the **Bank**. Free disposal of the **Minimum Balance** shall be permitted only upon cancellation of all **Cards** linked to the **Account**, in accordance with the procedures established by the **Bank**.

22.3.3. In the event that funds are used via the **card** (in cash and/or non-cash form) in a currency different from the currency of the **Card Account**, the corresponding amount shall be debited from the **cardholder's** account through conversion. **Conversion** within the **Bank's** network shall be carried out at the commercial exchange rate established by the **Bank** for **card** operations as of the moment of the transaction (information on the exchange rate is available at the following **Website**: https://tbcbank.ge/ka/treasury-products?amount=100&ccyFrom=USD&ccyTo=GEL), while conversion outside the **Bank's** network shall be carried out at the rate established by Visa or MasterCard (examples of conversions between **Card Accounts** are available at the following **Website**: https://tbcbank.ge/ka/accounts?openAction=3fOD9LqL5fmm6pkGvS0Z7w).

22.3.4. In the event of an **Unauthorized Overdraft**, the **Client** shall be obliged to immediately replenish the **Account** up to the amount of the **Minimum Balance** (if applicable) or up to a zero balance.

22.3.5. The **Bank** shall be entitled to require the **Client** to pay, and upon such requirement the **Client** shall be obliged to pay, interest for the use of an **Unauthorized Overdraft**. The annual interest rate shall be determined in accordance with the **Commission Fees** established by the **Bank** for unauthorized overdrafts as of the moment such **Overdraft** arises, calculated on the basis of a 365 (three hundred sixty-five) day calendar year. In the case of an **Unauthorized Overdraft**, the maximum interest rate shall be 48% per annum. Interest shall accrue on the **Unauthorized Overdraft** from the date of its occurrence until the date of its full repayment (actual payment).

22.3.6. Where a Card is linked to several **Accounts** in different currencies and an **Unauthorized Overdraft** exists on one of such currency **Accounts**, in the event that a balance exists on any of the linked **Accounts** or funds are deposited or credited thereto, conversion shall be effected and the **Unauthorized Overdraft** shall be covered (conversion shall be carried out at the **Bank's** commercial exchange rate on the settlement date). If at the time of a transaction, an **Unauthorized Overdraft** exists in any linked currency **account**, the **Bank** will perform the necessary currency conversion to settle the **Overdraft** as well as the transaction at the **Bank's** commercial exchange rate on the settlement date. At the same time, for the purpose of covering the **Unauthorized Overdraft**, the **Bank** shall be entitled to debit, on a unilateral (non-acceptance) basis (without the **Client's** further consent), the relevant amount from any **Account** of the **Client** held with the **Bank**, in accordance with the procedure set forth in Subparagraph 21.3.2 of this **Agreement**.

22.3.7. Upon the **Client** performing a transaction using the card via an **ATM**, **POS terminal**, **E-commerce terminal**, or a terminal at the **Bank**, the **Bank** shall block an amount corresponding to the executed transaction. Where conversion is required at the time of blocking, the commercial exchange rate established by the **Bank** for card operations shall be applied (information on the exchange rate is available at the **Website**: https://tbcbank.ge/ka/treasury-products?amount=100&ccyFrom=USD&ccyTo=GEL). For transactions performed outside the Bank's network in a currency different from the Card Account currency, the exchange rate established by Visa or MasterCard shall additionally apply, which simultaneously includes the **Bank's** additional commission. Examples of conversions between **Card Accounts** are available at the **Website**: https://tbcbank.ge/ka/accounts?openAction=3fOD9LqL5fmm6pkGvS0Z7w. Transactions carried out using Visa or MasterCard cards shall be reflected in the **Client's** account after a certain period. Information regarding transactions performed by the **Client** may be obtained through the **Bank's** various remote channels.

22.3.8. If the amount of an instruction executed by the **Client** using the card exceeds the balance available in the **account** corresponding to the **currency** specified in the instruction (or if no balance is held in such account), the full amount requested by the instruction shall be debited from the account in the currency corresponding to the transaction amount (if such an account exists). If the blocked amount on the **card** corresponds to the transaction amount, prior to debiting, the necessary funds for executing the transaction shall be collected from the relevant currency accounts according to the priority of currencies held, and conversion between accounts in different currencies shall be carried out at the commercial exchange rate established by the **Bank** for card operations as of the moment of the transaction. If the blocked amount on the card does not correspond to the transaction amount, a negative balance shall arise on the relevant currency account

for the insufficient portion, which shall be covered from the account in the first-priority currency. In the event that the first-priority currency account has insufficient funds, the negative balance shall be covered from the account in the next-priority currency. Conversion between accounts in different currencies shall be carried out at the commercial exchange rate established by the **Bank** for card operations as of the moment of the transaction. Information on the commercial exchange rate established by the **Bank** for card operations is available at the **Website**: https://tbcbank.ge/ka/treasury-products?amount=100&ccyFrom=USD&ccyTo=GEL, and examples of conversions between card accounts are available at the **Website**: https://tbcbank.ge/ka/accounts?openAction=3fOD9LqL5fmm6pkGvS0Z7w.

22.3.9. The **Client** is aware and confirms that to fulfill any obligation to the **Bank** (at any time after the obligation arises), the **Bank** is authorized to draw/debit funds sufficient for the fulfillment of the obligation from the funds deposited/transferred to the credit limit (**overdraft) account** without informing/obtaining further approval from the **Client**.

22.4. **Suspension or Termination of the Card and the Card Account**

22.4.1. The operation of a **Plastic Card** shall be suspended upon the expression of the will of the **Cardholder** or the **Client**, as well as in the event of loss or theft of the **Plastic Card**. The **Cardholder** and the **Client** shall be obliged to immediately notify the **Bank** of the loss of the **Plastic Card** in writing or via the **Telephone Service Center**. The **Bank** shall ensure suspension of the operation of the **Plastic Card** in accordance with the method specified by the **Cardholder** or the **Client**, by entering the **Plastic Card** details into:

22.4.1.1. a local stop-list, which ensures blocking of the **Plastic Card** for **Authorized Transactions** only within a maximum period of 1 (one) **Banking Day**;

22.4.1.2. an international stop-list, which ensures full blocking of the **Plastic Card** (for **Unauthorized Transaction**) within a maximum period of 14 (fourteen) **Banking Days**.

22.4.1.3. In order for a transaction identified or designated by the **Client**/ **Cardholder** as unauthorized (including an unauthorized cross-border payment transaction) to be deemed an **Authorized Transaction**, the **Client**/ **Cardholder** shall submit to the **Bank** sufficient evidence confirming such **Authorization**, based on the review and analysis of which the **Bank** shall be able to determine the authorized status of the transaction. Otherwise (including where the **Client**/ **Cardholder** fails to submit sufficient evidence to the **Bank** and/or submits such evidence in violation of the time limits provided for by this **Agreement**, if any), the transaction shall be deemed unauthorized.

22.4.2. In the event of a breach by the **Client** and/or the **Cardholder** of any condition stipulated by this **Agreement** or by the rules for the use of the **Plastic Card**, the **Bank** shall be entitled at any time to suspend or block the operation of the **Plastic Card(s).**

22.4.3. During the validity period indicated on the **Plastic Card**, the **Cardholder** shall be obliged to compensate for damage arising from **Unauthorized Transaction** carried out with a blocked **Plastic Card** only where the blocking was not effected by entry into the international stop-list.

22.4.4. The **Cardholder** shall be entitled to dispute a transaction carried out with a **Plastic Card** blocked by entry into the international stop-list.

22.4.5. The **Client** shall be obliged to pay the **Commission Fee** for entering the **Plastic Card** into the stop-list.

22.4.6. The **Bank** shall be entitled to close the card **Account**:

22.4.6.1. upon receipt by the **Bank** of the **Client's** written **Application**, or upon the expiry of 30 (thirty) days from the expiration of the validity period of the **Plastic Card**, provided that within such period the **Client** has not submitted to the **Bank** a written request to extend the validity of the **Plastic Card**. In such cases, the card **Account** shall be deemed closed, and the funds shall be returned to the **Client** no earlier than 30 (thirty) days from the date all **Cards** (including additional cards) are returned to the **Bank**, and only after full repayment of all outstanding liabilities owed to the **Bank**;

22.4.6.2. in the event of termination of the **Agreement** between the **Bank** and "Visa" or "MasterCard" (in which case the **Bank** shall notify the **Client** of the closure of the card **Account** within 5 (five) **Banking Days**).

22.4.7. Transactions carried out using a **Plastic Card** shall be monitored by the **Bank** through special software (a monitoring **Module**), which means that the **Bank** shall be entitled to temporarily suspend the operation of the **Plastic Card** upon detection of suspicious transactions (monitoring). The **Client** shall be entitled to refuse monitoring of its **Plastic Card** for a certain period, which shall be recorded by way of an **Application**.

22.5. **Rights and Obligations of the Parties in Relation to Plastic Cards:**

22.5.1. The **Client**/**Cardholder** shall be obliged to:

22.5.1.1. Upon receipt, to verify the integrity of the envelope containing the **PIN Code** of the **Plastic Card**.

22.5.1.2. To retain all documents evidencing transactions carried out using the **Plastic Card** for a period of 6 (six) months from the date of such transactions and, where necessary, to submit them to the **Bank**;

22.5.1.3. In the event of non-recognition of transactions performed using the payment card and/or a request for correction of transactions performed using the **Plastic Card**, to submit a written claim to the **Bank** within 13 (thirteen) months from the date of execution of the **Unauthorized transaction**/operation (from the transaction/operation or from the debiting of the transaction/operation amount to the **Account**) / from the date of execution of the incorrectly executed operation (from the transaction/operation or from the debiting of the transaction/operation amount to the **Account**) ("incorrectly executed operation" shall be construed in accordance with **Legislation**), except where the failure to observe the time limit set forth herein is caused by reasons beyond the **Client's** /**Cardholder's** control and by objective circumstances, and not by unjustified delay (the burden of proof thereof shall rest with the **Client**/**Cardholder**). Notwithstanding the expiry/breach of the claim submission period by the **Client**/**Cardholder**, the **Bank** shall, within the scope of its capabilities, assist the **Client**/**Cardholder** in the recovery of funds transferred as a result of an **unauthorized** or

incorrectly executed operation. The **Client** shall be obliged to pay the fees for additional services imposed by Visa and MasterCard in connection with the investigation of the issue. The **Bank** shall review and decide on the transaction disputed by the **Client** (the complaint) no later than 20 (twenty) **Banking Days** from the date of submission of the complaint. Where, for reasons beyond the **Bank's** control, the complaint is not reviewed and/or a decision is not rendered within the said period, the **Bank** shall ensure that the **Client** is informed of the reasons for the delay in reviewing the complaint and rendering a decision, as well as total duration for the review/decision-making. The total duration for review/decision shall not exceed 55 (fifty-five) **Banking Days** from the date of receipt of the complaint. The **Bank** shall notify the **Client** of the decision on all matters raised in the complaint immediately, in the form chosen by the **Client** (either physical or electronic). The **Client's** complaint shall be reviewed in accordance with the following procedure: the **Bank**, twice a week, forms a list of such **Clients**:

1) Who have submitted to the **Bank** an **Application** for disputing/objecting to a card transaction / a problematic transaction, where 25-28 calendar days have elapsed since the **Bank's** receipt thereof and reimbursement of the disputed transaction amount has not been made;

2) Whose **Application** has been forwarded for review to the international payment systems and the review has not yet been completed.

At the same time, the **Bank** shall not be obliged to reimburse the amount of the transaction disputed by the **Client**/**Cardholder** if the **Bank** has reasonable grounds to suspect that the **Client**/**Cardholder** has committed fraudulent actions or has intentionally or through gross negligence breached the obligations related to the card/payment card transactions under this **Agreement**.

22.5.1.4. In the event of non-recognition of unauthorized cross-border payment operations (transactions) performed using the **Plastic Card**, to submit a written claim to the **Bank** within 75 (seventy-five) days from the date of execution of the operation (from the transaction/operation or from the debiting of the operation amount to the **Account**), except where the failure to observe the time limit set forth herein is caused by reasons beyond the **Client's** /**Cardholder's** control and by objective circumstances, and not by unjustified delay (the burden of proof thereof shall rest with the **Client**/**Cardholder**). For the purposes of this Clause, a cross-border payment operation shall mean an operation performed using a card (**Plastic Card**) issued in Georgia, where the **Recipient's** provider (acquirer) is a foreign payment service provider. Reimbursement of the amount of the disputed operation by the **Bank** shall be made only if the claim is submitted to the **Bank** within the time limit provided for herein, or where the fraudulent actions of a third **Party** are clearly established and/or the case reported by the **Client**/**Cardholder** is substantively and/or factually similar to cases reviewed by the **Bank** within the last 180 days in which **Clients**/**Cardholders** were reimbursed the amount of an unauthorized operation.

22.5.1.5. Not to allow the transfer or disclosure of the **Plastic Card** or the **PIN Code** to **Third Parties**;

22.5.1.6. To reimburse the **Bank** for expenses incurred by the **Bank** in connection with additional paid services of Visa and MasterCard related to the **Plastic Card**, if any;

22.5.1.7. To compensate the **Bank** for damage related to an unauthorized payment operation caused by the **Client's** /**Cardholder's** fraudulent actions and/or by the **Client's** /**Cardholder's** intentional breach or gross negligence in complying with the terms of this **Agreement** relating to the possession, use, security, and confidentiality of the **Plastic Card**.

22.5.2. The **Bank** shall be entitled to:

22.5.2.1. Ensure the processing, within 30 (thirty) days from the date of the card transaction, of amounts credited by a merchant or service outlet (including casinos, totalizators, and others) in excess of the **Minimum Balance** (if any), while the **Bank** shall ensure the reflection of the relevant amount on the card **Account** no later than the next **Banking Day** following completion of the processing of the card transaction;

22.5.2.2. Block the **Plastic Card** and/or the card **Account** (suspend transactions) in the event that suspicion arises that an unauthorized unlawful transaction is being or has been carried out using the **Plastic Card** or on the card **Account**.

22.5.3. The **Bank** shall not be liable for:

22.5.3.1. Disputes arising between the **Cardholder** and/or **Client** and merchants or service outlets;

22.5.3.2. Unauthorized use of the card due to circumstances caused by the **Client**/**Cardholder**, including during the period in which the **Client**/**Cardholder** has requested the cancellation of monitoring on the **Plastic Card**;

22.5.3.3. Transactions performed using a lost/stolen **Plastic Card**, if the **Cardholder** failed to ensure timely blocking of the lost/stolen **Plastic Card**, or transactions performed by a **Third Party**, if the transaction is **authorized**, as well as **unauthorized transactions**.

22.5.4. In the event of the existence of an enforcement order or a seizure order imposed on any **Account** of the **Client**/**Cardholder**, the **Credit** limit and/or **Overdraft** allowed on the **Client's** /**Cardholder's Account** shall be deemed automatically cancelled. Upon execution or cancellation (revocation) of the enforcement order or cancellation (revocation) of the seizure, the **Bank** shall be entitled to unilaterally reinstate the **Credit** limit and/or **Overdraft**.

22.5.5. The provisions of Sub-clause 22.5.4 of this **Agreement** shall apply to all types of **Plastic Card** s, as well as to any **Credit** product related to any **Plastic Card**.

22.5.6. The **Client**/**Cardholder** shall be entitled to request reimbursement from the **Bank** in respect of an **authorized payment operation** (transaction) initiated by the payee (the **Person** in whose favor the payment operation (transaction) is carried out) if, at the time of **Authorization** of the payment operation (transaction), the exact amount of the transaction was not specified or the transaction amount exceeds the amount that the **Client**/**Cardholder** could reasonably have expected based on previous spending patterns and/or the relevant circumstances of the transaction (the burden of proof thereof shall rest with the **Client**/**Cardholder**). However, if the transaction amount exceeds the amount that the **Client**/**Cardholder** could reasonably have expected based on previous spending patterns and/or the

relevant circumstances of the transaction, but such circumstances are caused by currency exchange, the **Client**/**Cardholder** shall not be entitled to request reimbursement of the transaction amount from the **Bank** in the cases provided for herein, if the currency exchange rate was agreed in advance between the **Client**/**Cardholder** and the **Bank** / the **Client's** /**Cardholder's** payment service provider.

22.5.7. In the cases provided for in Sub-clause 22.5.6 of this **Agreement**, the **Client**/**Cardholder** shall be entitled to request reimbursement from the **Bank** no later than 8 (eight) weeks from the date of debiting of the payment **Account**.

22.5.8. The **Client**/**Cardholder** shall not have the right to request reimbursement as provided for in Sub-clause 22.5.6 of this **Agreement** if the **Client**/**Cardholder** has given consent to the **Bank** / the **Client's** /**Cardholder's** payment service provider to execute the payment operation and/or information on the future payment operation (if any) has been provided to the **Client**/**Cardholder** in the form/manner agreed between the **Parties**, or has otherwise been made available in the form/manner agreed between the **Parties** by the **Bank** or by the payee of the payment operation (transaction) at least 2 (two) weeks prior to the due date of such payment obligation.

23. Transfers

23.1. Client Information during Payment Services

23.1.1. This clause regulates the provision of information to the **Client** in relation to the provision of payment services and the execution of payment transactions, where such matters are not governed by other provisions of this **Agreement**. In cases of **Client** information regarding payment services (including debiting/crediting of **Client Accounts**, and transfers, including via **Card**), the provisions of this clause shall take precedence over other provisions of the **Agreement** in case of any conflict.

23.1.2. The **Client** acknowledges that:

23.1.2.1. Information related to payment services that is not specified in this **Agreement** is available on the **Bank's Website** (www.tbcbank.ge) and constitutes an integral part of this **Agreement**;

23.1.2.2. The **National Bank of Georgia** shall not be held responsible for the **Bank's** incomplete or improper execution of payment services to the **Client**.

23.1.3. The **Client** may give consent for the execution of a payment transaction either in written form (physical signature) or electronically (via remote channels, within the limits and rules established by the **Bank**). The **Client** also has the right, in accordance with **Legislation** and deadlines, to request a review or withdrawal of the previously given consent. The **Bank** shall consider such request and make a decision in compliance with the applicable **legal** requirements.

23.1.4. The following information is available to the **Client** on the **Bank's Website** (https://www.tbcbank.ge/web/ka/web/guest/terms-and-fees-for-individuals):

23.1.4.1. A list of the mandatory details that the **Client** must provide to the **Bank** for the proper execution of a **Payment Order**;

23.1.4.2. The timeframe during which the **Bank** accepts **payment orders**, the cutoff time after which the **Bank** stops accepting payment orders, and the point in time after which a received **Payment Order** is considered to have been received on the next **Banking Day**;

23.1.4.3. **Commission Fees** payable to the **Bank** and the principles of their calculation.

23.1.5. The **Client** may obtain information regarding the spending limits set for **Cards** on the **Bank's websites** (tbcbank.ge/subscriptions and tbcconcept.ge).

23.1.6. If the provision of payment services to the **Client** involves currency conversion, the indicative exchange rate and currency exchange **Commission Fees** (if any) are available to the **Client** on the **Bank's Website** (Exchange Rates). On the same **webpage**, the **Client** can review the history of foreign currency exchange rates (including the time of changes) for up to 180 days from the date of the transaction.

23.1.7. The **Client** may receive information regarding payment services provided under this **Agreement** at the **Bank's** branches/service centers or via remote channels (including **Internet Bank, Mobile Bank, Telephone Service Center,** and SMS). The terms of providing information related to payment services to the **Client** (form and frequency) are regulated by this **Agreement** and the relevant information published on the **Bank's Website**.

23.1.8. Information on the terms and conditions of payment services under this **Agreement** shall be provided to the **Client** prior to entering into the **Agreement**, either in paper form and/or via the format published on the **Bank's Website.**

23.1.9. The **Bank** shall have the right to make changes or additions to the payment services regulated by this **Agreement**/Clause. Prior to implementing such changes or additions, the **Bank** shall provide relevant information on its **Website** (www.tbcbank.ge) and/or at the premises of its branches and service centers at least 1 (one) month in advance.

23.1.10. The **Bank's** obligation to notify the **Client** in advance does not apply in cases where the amount of the payment **Commission Fee** changes in favor of the **Client**, or in the case of new payment services that do not replace or alter the payment services provided under this **Agreement**/Clause. The **Bank** may implement such changes immediately upon their publication on the **Bank's Website** .

23.1.11. In the cases referred to in Clause 23.1.9, any changes made to the terms of the **Agreement** shall be considered agreed upon with the **Client**, unless the **Client** notifies the **Bank** of their disagreement with the proposed change before it comes into effect.

23.1.12. In the cases referred to in Clause 23.1.9, the **Client** shall have the right to refuse the payment services provided under this **Agreement** at any time within 1 (one) month from the publication of the information on the **Bank's Website** and/or at the premises of its branches and service centers, by sending a written notice to the **Bank**. If the **Client** exercises this right, they shall pay the **Bank** any **Commission Fees**, interest, accrued penalties, or other charges related to the payment services provided under this **Agreement** within 5 (five) calendar days from the delivery of the written notice.

23.1.13. If the **Client** does not exercise the right provided in Clause 23.1.12, any proposed changes or additions by the **Bank** shall be deemed accepted/agreed by the **Client**, and the **Agreement** shall be considered amended in accordance with the proposed terms (after the 1 (one) month period referred to in Clause 23.1.9 has elapsed).
23.1.14. In the event the **Client** wishes to terminate the receipt of payment services, the procedure established under Clauses 17.1–17.3 of this **Agreement** shall apply.
23.1.15. The **Bank** shall have the right to terminate the provision of payment services under this **Agreement**/Clause at any time, by notifying the **Client** at least 1 (one) month in advance.
23.1.16. In the event of termination of payment services, any regularly charged **Commission Fee** for payment services shall be charged proportionally to the period during which the payment services were actually provided. If the payment service fee has been paid in advance by the **Client**, the **Bank** shall refund the **Client** any overpaid amounts.

23.2. **Special Order**
23.2.1. The **Client** shall have the right to use **Special Orders** received from the **Bank** for the purpose of withdrawing funds from their **Account**, which are completed by the **Client**.
23.2.2. The **Client** shall be obliged to:
23.2.2.1. Safeguard the **Special Orders**;
23.2.2.2. Not hand them over to any **Third Party** without filling them out;
23.2.2.3. Comply with the procedures for completing the **Special Orders**;
23.2.2.4. Immediately notify the **Bank** in case of loss of any **Special Order**.
23.2.3. Withdrawal of funds from the **Account** based on a **Special Order** is permitted within 180 (one hundred eighty) calendar days from the date the **Client** has completed (signed) the **Special Order**.
23.2.4. The **Bank** shall have the right to refuse the disbursement of funds if the signature on the **Special Order** does not match the **Client's** specimen signature.
23.2.5. Under this **Agreement**, the **Client** authorizes the **Bank**, when executing operations at the **Client's** order, to perform currency conversion and/or transfer funds between the **Client's Accounts**, if necessary, without requiring an additional **Order** from the **Client**.
23.2.6. Any **Special Order** completed in violation of the rules for completing **Special Orders** shall be considered incorrectly completed.
23.2.7. A **Special Order** shall be deemed invalid, and the **Bank** shall have the right to refuse to execute the **Client's** or the **Special Order** submitter's request to withdraw funds if the **Special Order** is filled out incorrectly or contains alterations. The same rule applies if the **Special Order** is, in the **Bank's** judgment, damaged.

23.3. **P2P Payment in Mobile Bank**
23.3.1. **P2P payment in Mobile Bank** refers to banking operations (fund transfers/deposits) carried out from/to the **Client's** Account/card issued by **financial institutions**, based on the **Client** adding their debit/**Credit Card** issued by **Financial Institutions** to **Mobile Bank**. Such operations may be executed between the **Client's Account**/**Card** and the **Card** of another **Financial Institution**, or between **Cards** of **Financial Institutions**, in local or foreign currency, at any time of the day, in accordance with the **Bank's** rules and limits. Within the framework of this service, the **Client** may also transfer funds to any **third Party** (regardless of whether the **third Party** is a **Client** of the **Bank**) using **the third party's** mobile phone number or/and **Card** number.
23.3.2. The service is available to **Clients** who use **Internet**/ **Mobile Bank** and possess a debit/**Credit Card** issued by the **Financial Institution**.
23.3.3. The terms and conditions for using this service (including detailed order on adding a card in **Mobile Bank**, rules/conditions for transferring funds to a **third Party** using a mobile phone number or/and **Card** number, applicable **Commission Fee**, etc.) are provided on the **Bank's Website**: https://tbcbank.ge/ka/instant-transfers and constitute an integral part of this **Agreement**.
23.3.4. **Client** Declarations and Consents:
23.3.5. The **Client** shall be fully responsible for the accuracy of any information provided by the **Client** when executing banking operations under this service, including **Card** details and the mobile phone number or/and **Card** number of a **third Party**.
23.3.6. The **Client** shall not have the right to add **Cards** belonging to another **Person** for use in **Mobile Bank**. The **Bank** shall not be liable for any actions taken by the **Client** in violation of this provision, nor for any resulting consequences (including any damage or loss that may be incurred by the **Client** or any **Third Party**).

23.4. **Automatic Transfers**
23.4.1. **Automatic transfers** service refers to the **Bank** transferring funds from the **Client's Account** for payment of **utilities** or other purposes without the **Client's** subsequent consent, based on the fixed amount indicated in the **Client's Application** for **automatic transfers** or based on information provided to the **Bank** by the **Client's** service provider regarding the **Client's** outstanding obligations.
23.4.2. To receive **automatic transfers** service, the **Client** must submit an **Application** to the **Bank** in accordance with this **Agreement**.
23.4.3. The **Parties** agree that electronic payment documents created by the **Bank** for executing automatic transfers shall have the same legal force as a signed material document by the **Person** authorized to manage the **Account**.

23.4.4. Under this **Agreement**, the **Bank** shall carry out banking operations in accordance with the requirements and conditions set forth in this **Agreement**, the **automatic transfers** registration **Application**, and the **informational materials** issued by the **Bank**.
23.4.5. The **Client** shall:
23.4.5.1. Indicate one or more **Accounts** in the **automatic transfers** registration **Application** (at least one of which must be a **GEL Account**);
23.4.5.2. Register a foreign currency **Account** as a supplementary **Account** if the automatic transfer involves payment of an amount fixed in foreign currency (equivalent in local currency);
23.4.5.3. Ensure sufficient balance on the **Accounts** indicated in the **Application** for **automatic transfers**;
23.4.5.4. Pay the service fee in accordance with the **Bank's** applicable **Commission Fee** at the time of the transfer.
23.4.6. The **Client** shall be entitled to:
23.4.6.1. Obtain information on **automatic transfers** executed from their **Accounts** using the services specified in the **Bank's informational materials**;
23.4.6.2. Make changes to the data recorded in the initial automatic transfers registration **Application**;
23.4.6.3. Refuse to use the **automatic transfers** service.
23.4.7. The **Bank** shall:
23.4.7.1. Ensure that the **Client** receives the **automatic transfers** service in accordance with the conditions specified in the **Bank's informational materials**.
23.4.8. The **Bank** shall have the right to:
23.4.8.1. To refuse to execute an automatic transfer (settlement) in cases where there are insufficient funds in the **Client's Account**(s) (insufficient funds to fully cover the outstanding liability). The automatic transfer shall be executed only if the full amount payable is available in the **Account** (the **Account** specified in the relevant **Application** related to registration for the automatic transfer service).
23.4.8.2. To refuse to execute an automatic transfer (settlement) in cases предусмотред by **Legislation** or where the **Client** has outstanding liabilities to the **Bank**. An automatic transfer shall not be executed if a seizure, attachment, or any other restriction preventing the transfer of funds is registered on the **Account** specified in the relevant **Application** related to registration for the automatic transfer service.
23.4.8.3. Establish, through the **informational materials** issued by the **Bank**, the procedure for unilaterally partially or fully suspending the **automatic transfers** service without prior notice to the **Client** in the event of impossibility to execute an **automatic transfer** for reasons related to the **Client** or any other reason.
23.4.8.4. An automatic transfer shall be executed provided that the outstanding amount does not exceed the maximum debt limit specified in the relevant **Application** related to registration for the automatic transfer service. If the outstanding amount exceeds the maximum debt limit, the payment shall not be executed.
23.4.8.5. If the funds required for an automatic transfer are credited to the **Client's Account** on the last day for settlement of the debt as determined by the service provider company and, as a result, the payment is reflected in the service provider company's system with a delay, the **Bank** shall not be liable for any penalties imposed on the **Client** by the service provider company.
23.4.8.6. If, during the validity period of the automatic transfer service, the outstanding amount is paid through another channel (by means different from those provided for under this **Agreement** or the relevant **Application** related to registration for the automatic transfer service), including directly to the service provider company, and information on such payment is not timely reflected in the service provider company's system, the **Bank** shall nevertheless execute the automatic transfer on the basis of the information received from the service provider company's relevant database. In such case, the **Bank** shall not be and shall not become liable for the refund of any overpaid amount.
23.4.8.7. The **Bank** shall be entitled to cancel/terminate the automatic transfer service if, due to reasons attributable to the **Client** (e.g., insufficient funds in the **Account**), automatic transfers cannot be executed continuously for a consecutive period of 90 (ninety) calendar days during the validity period of the automatic transfer service.
23.4.8.8. The **Bank** shall be entitled, without obtaining the **Client's** additional consent, to cancel/terminate the automatic payment/transfer service in the event that the service relationship between the service provider company and the **Client** is terminated/cancelled and the **Bank** receives information thereof from the **Client** and/or the service provider company.
23.4.8.9. The **Client** shall be entitled, at any time, to refuse the use of the automatic transfer service by notifying the **Bank** (through a **Bank** branch, the **Telephone Service Center** and/or **Internet Bank**) and to cancel the **Order** granted to the **Bank** on the basis of the relevant **Application** submitted for registration with the automatic transfer service.

24. Remote Banking Service Channels

24.1. Internet Bank

24.1.1. **Internet Bank** service refers to the **Client** remotely, without visiting the **Bank**, using the **Bank's** dedicated website (https://www.tbconline.ge) to perform the following, as determined by the **Bank**:
24.1.1.1. Receive banking information;
24.1.1.2. Register for various **Banking Services**;
24.1.1.3. Execute various banking operations within set limits;
24.1.1.4. Update contact information (including phone number, email address, etc.);
24.1.1.5. Update **Client** information (such as business status, actual address, etc.);
24.1.1.6. Open or close current (checking) and/or **Deposit Accounts**;
24.1.1.7. Submit requests or register interest in receiving various **Banking Products** (including **Credit** products) or in executing transactions related to **Banking Products**;

24.1.1.8. Submit requests for changes or cancellation of registered **Banking Services/Products**;
24.1.1.9. Receive information about various **Banking Products** (including **Credit Products**) offered by the **Bank** to the **Client** and, at the **Client's** discretion, confirm them and/or enter into transactions related to such banking (including **Credit**) products.
24.1.2. To receive **Internet Bank** service, the **Client** must submit an **Application** to the **Bank** in accordance with this **Agreement**.
24.1.3. Through **Internet Bank**, the **Client** may perform various banking operations or actions (including receiving/confirming a **Credit Product** or executing a transaction related to a **Banking Product**) in accordance with this **Agreement** and the rules, requirements, and conditions set by the **Bank** at the time of performing the operation/action.
24.1.4. To receive (or confirm) a **Banking Product** (including a **Credit Product**) or execute a transaction related to a **Banking Product** through **Internet Bank**, the **Bank** may, at its discretion, establish certain requirements/rules, including **Client** identification procedures. Failure to comply with these requirements may prevent the **Client** from receiving/confirming the **Banking Product** or executing the transaction.
24.1.5. For **Internet Bank** registration, password updates, or other issues related to **Internet Bank** services, the **Client** may contact the **Bank**, and the **Bank** may also contact the **Client** through other means determined by the **Bank** (including remote service channels).
24.1.6. Lost or forgotten username and/or password can be restored in accordance with the procedure described in Clause 24.1.5 of this **Agreement**.
24.1.7. **Client Identification:**
24.1.7.1. When accessing the **Bank's Website** , the **Client** is identified using a "Username" and "Password" (hereinafter referred to as the "Identification Data"). Without entering these data into the designated fields on the website, the **Client** will not be able to access information about their **Accounts**, perform banking transactions, or register for services.
24.1.7.2. To ensure the security of the **Client's** information and transactions, the **Bank** is entitled to establish additional mechanisms for **Client** identification. For certain types of services, the **Bank** may require the use of codes generated through devices provided by the **Bank** to the **Client** (e.g., "Digipass Token" or other devices) and/or other types of codes. If such devices and/or the codes generated through them become accessible or known to a **Third Party** due to the **Client's** actions, the **Bank** shall be released from any liability for the consequences arising from this.
24.1.7.3. **.** The **Bank** and the **Client** are obliged to maintain the confidentiality of the identification data. If the identification data becomes known to a **Third Party** due to the **Client's** actions, the **Bank** shall be released from any liability for the consequences arising from this.
24.1.7.4. In case of loss of Identification Data, the **Client** must immediately contact the **Bank** with a request (in any form provided for by this **Agreement**) to obtain new Identification Data.
24.1.7.5. The **Bank** is obliged, based on the **Client's** notification of loss of Identification Data, to suspend **Internet Bank** services on the **Client's Accounts** until new order are received from the **Client**.
24.1.7.6. If the management of the **Client's Account(s)** requires multiple signatures ("facsimiles"), an operation via **Internet Bank** will be executed only after electronic confirmation (**Authorization**) by all required signatories. However, if any of the signatories has the authority to independently carry out operations, the operation will be executed upon electronic confirmation (**Authorization**) by that single authorized signatory.
24.1.7.7. When the **Client** opens a new **Account** at the **Bank**, **Internet Bank** services will be activated automatically using the existing Identification Data.
24.1.7.8. The **Client** acknowledges that registration for services will only be done after thoroughly reviewing the detailed terms and conditions of the respective services. By using the Identification Data to register, the **Client** consents to all the terms and conditions of the service for which they are registering via the **Bank's Website.**
24.1.7.9. The **Client** understands and agrees that any **Order**, request, **Application**, or approval sent via **Internet Bank** (including payment orders, **Account** opening/closing, early **Credit** repayment, cancellation or modification of registered services/products, acceptance/confirmation of **Banking Products** including **Credit** products, changes in **Client** data, and any other requests or confirmations) has the same legal force as a written, signed, and printed document executed by the authorized **Person** of the **Account** (the **Client**).
24.1.8. The **Client** authorizes the **Bank**, when using **Internet Bank**, to:
24.1.8.1. Make available to the **Client** information regarding their **Accounts**;
24.1.8.2. Execute operations or actions allowed by the **Bank** within the **Internet Bank** service, based on the **Client's** orders.
24.1.9. The **Client** is obliged, upon the **Bank's** request, to provide any transaction concluded/confirmed via **Internet Bank** (including those related to **Credit** products) to the **Bank** in an acceptable format/material form, including as a signed document.
24.1.10. The **Client** is obliged to:
24.1.10.1. Use only a modern version of an internet browser that ensures at least 128-bit encryption when connecting to **Internet Bank**;
24.1.10.2. Safely store all information required for **Internet Bank** access, Identification Data, and devices provided by the **Bank** ("Digipass Token," "Digipass Nano," etc.), installed software modules/ **Applications**, as well as all associated codes, and prevent them from being accessed by any **Third Party**;
24.1.10.3. Change the password upon first login to **Internet Bank** and maintain its confidentiality;
24.1.10.4. Change the password frequently; not disclose the password, any code and/or the identification code of any device provided by the **Bank** ("Digipass Token", "Digipass Nano", etc.), including any installed software modules/ **Applications**, to any **Third Party**; not store such data in the memory of a computer or any other similar device (e.g. a

mobile phone); and not allow any device provided by the **Bank** and/or any codes generated by such devices or any other type of codes to become accessible to or be transferred to any **Third Party**;

24.1.10.5. Before using **Internet Bank**, ensure that the website address is correct as specified in Clause 24.1.1 and verify its authenticity with the security certificate;

24.1.10.6. Immediately notify the **Bank** in case of loss or disclosure of the password, code, or device;

24.1.10.7. Not trust emails requesting personal or banking data under the **Bank's** name.

24.1.10.8. Pay the service fee promptly.

24.1.11. The **Bank** has the right to:

24.1.11.1. Make **Account** information available to the **Client** via **Internet Bank**;

24.1.11.2. Execute operations allowed within **Internet Bank** based on the **Client's Order**;

24.1.11.3. Unilaterally impose limits on active operations (transfers, conversions) and set maximum allowable parameters (maximum amount per transfer, maximum cumulative amount over a period, maximum number of transfers, requirement for confirmation of operations by another user, etc.) to reduce risks;

24.1.11.4. Block **Internet Bank** or suspend access and services for security reasons if there is suspicion of unauthorized use.

24.1.12. The **Bank** is not responsible for consequences arising from receipt of messages, transactions, information, or documentation sent via **Internet Bank** by any other **Person**.

24.1.13. The **Bank** is not responsible for consequences arising from actions or inactions performed in reliance on messages, transactions, information, or documentation sent via **Internet Bank** by another **Person** on behalf of the **Client**.

24.1.14. The **Client** agrees that any request, **Order**, registration for services, changes in registered data (including contact information), or transactions conducted via **Internet Bank**, as well as any communication or actions undertaken for concluding transactions via **Internet Bank**, will be recorded in the **Bank's** electronic database and considered evidence. Such records/information are deemed the property of the **Bank**.

24.1.15. **The Client is entitled to:**

24.1.15.1. To register multiple persons as users of the **Internet Bank**, who shall have the right to fully or partially use the services provided under this **Agreement**;

24.1.15.2. To refuse to use the **Internet Bank** in accordance with the procedure provided for in this **Agreement**.

24.2. **Mobile Bank**

24.2.1. **Mobile Bank** service means that the **Client**, without visiting the **Bank**, uses a software **Module** / **Application** installed on their mobile phone (hereinafter referred to as the "Program") or the mobile version of **Internet Bank** opened in the mobile browser to:

24.2.1.1. Obtain banking information;

24.2.1.2. Register for and make changes to various **Banking Services**;

24.2.1.3. Execute various banking operations within the set limits;

24.2.1.4. Receive information about various **Banking Products** (including **Credit** products) offered by the **Bank** and, if desired, accept/confirm the offered banking (including **Credit**) product or conclude/confirm transactions related to the banking (including **Credit**) product;

24.2.2. To access **Mobile Bank**, the **Client** must download and activate the special software (the "Program") from the **Website** specified in the **Bank's** informational materials (or another **Application**) on their mobile device, or access the mobile version of **Internet Bank** via the mobile browser.

24.2.3. **Mobile Bank** is subject to the terms of this **Agreement**, with exceptions specified in this Clause.

24.2.4. The provisions in this Clause apply to all of the **Client's Bank Accounts** without exception.

24.2.5. Through **Mobile Bank**, the **Client** can perform various banking operations or actions (including receiving/confirming **Credit Products** or concluding transactions related to banking (including **Credit**) products) in accordance with the terms, requirements, and conditions established by the **Bank** at the time of the operation/action.

24.2.6. To receive/confirm a banking (including **Credit**) product or to conclude/execute transactions related to a banking (including **Credit**) product through **Mobile Bank**, the **Bank** may, at its discretion, establish certain mechanisms (requirements/rules). Failure to comply with these mechanisms may prevent the **Client** from receiving/confirming the offered banking (including **Credit**) product or concluding the transaction related to it.

24.2.7. **Client Identification**

24.2.7.1. The **Client** registers/authorizes for **Banking Services** using the **Internet Bank** username and password.

24.2.7.2. After the **Client** uses the **Internet Bank** password in **Mobile Bank** for the first time, the **Client** is obliged to change it to a new password for using **Mobile Bank**.

24.2.7.3. The **Client** is obliged to maintain the confidentiality of the username and password and prevent them from becoming accessible to any **Third Party**.

24.2.7.4. Before handing over their mobile phone to another **Person**, the **Client** must delete the installed banking program from the mobile device's memory.

24.2.7.5. In the event of password disclosure or loss of the mobile phone, the **Client** is obliged to immediately notify the **Bank** in writing.

24.2.7.6. If the username and password become known to a **Third Party** due to the **Client's** actions, the **Bank** is released from any liability for the consequences.

24.2.7.7. Upon verbal (via **Telephone Service Center**), written, or **Internet Bank** notification from the **Client** regarding the disclosure of the username/password or loss of the mobile phone, the **Bank** must suspend **Mobile Bank** services on the **Client's Accounts** until new **Order** are received. For verbal notifications, **Client** identification will be carried out

using predefined security questions (including personal questions and questions related to the **Client's** products/operations).

24.2.7.8. When a **Client** opens a new **Account** at the **Bank**, **Mobile Bank** services will be provided using the existing **Internet Bank** username and password. No new **Agreement** will be executed, and the terms of this **Agreement** will apply to the new **Account**.

24.2.8. **Client Declarations, Orders, and Consents**

24.2.8.1. The **Client** declares in advance that they will register as a user of the electronic services only after thoroughly reviewing the terms of the respective services. Expressing the intention to register using the **Internet Bank** username and password through the Program will be considered as the **Client's** consent to the terms of the service they register for.

24.2.8.2. Under this **Agreement**, the **Client** agrees that any request (**Order**) made via **Mobile Bank** for obtaining banking information, registering for a service, making changes to registered data (including contact information), or executing an operation, as well as any transaction concluded via **Mobile Bank** or any communication/action performed for the purpose of concluding a transaction, will be recorded in the **Bank's** electronic database. In the event of a dispute, such a record will have evidentiary value. By **Agreement** of the **Parties**, such records/information are considered the property of the **Bank**.

24.2.8.3. The **Client** acknowledges and confirms that any message/**Order** sent to the **Bank** via **Mobile Bank** (including **Payment Order**), any **Application** /request/confirmation (including **Account** opening/closing, early repayment of **Credit** , cancellation or modification of registered services/products, acceptance/confirmation of **Banking Products** offered by the **Bank** (including **Credit** products), changes in **Client** data, or any other **Application**/request/confirmation), constitutes a transaction concluded/confirmed between the **Bank** and the **Client** via **Mobile Bank**, and has the same legal effect as a written document signed by an authorized **Person**.

24.2.8.4. The **Bank** shall not be liable for any consequences arising from a **Third Party** receiving messages/transactions, any information, or documentation sent via **Mobile Bank** to the **Client**.

24.2.8.5. The **Bank** shall not be liable for any consequences arising from a **Third Party** sending messages/transactions, any information, or documentation on behalf of the **Client** via **Mobile Bank**, and the **Bank's** acceptance or execution of such messages/transactions or refraining from action.

24.2.8.6. The **Client** is obliged, upon the **Bank's** request, to provide any transaction concluded/confirmed via **Mobile Bank** (including transactions related to **Credit** products) to the **Bank** in an acceptable format/means, in material/written form.

24.3. **Telephone Service (Telephone Service Center)**

24.3.1. Telephone service refers to the **Client** using telephone communication with the **Bank**, without appearing in **Person**, for the following purposes as determined by the **Bank**:

24.3.1.1. Obtaining banking information;

24.3.1.2. Registration for various **Banking Services** and making changes to registered data;

24.3.1.3. Submitting an **Application** for the return of funds retained in an **ATM**.

24.3.2. To receive telephone service, the **Client** must submit an **Application** to the **Bank** in accordance with this **Agreement**.

24.3.3. **Client Identification**

24.3.3.1. The **Bank** will use the following for **Client** identification purposes: a) questions predefined by the **Bank**; b) predefined procedures; c) for the effective provision of services and for the purposes indicated in subparagraph 8.3.4.1, with the **Client's** consent, authentication may be performed using voice recognition.

24.3.3.2. **Client** identification is required both for telephone service and prior to providing any other **Banking Services** or registration for various **Banking Products** (electronic services).

24.3.3.3. Without completing the identification procedure, the **Client** cannot receive telephone service described in 24.3.1.

24.3.3.4. For every telephone contact with the **Bank**, the **Client** must complete the identification procedure by correctly answering the **Bank's** predefined questions or verifying identity using voice authentication.

24.3.3.5. The **Bank** may refuse telephone service to anyone who does not or cannot complete the identification procedure.

24.3.3.6. If a **Bank** representative suspects that the **Person** requesting information or executing an operation is not the **Client**, the **Bank** has the right to refuse telephone service.

24.3.4. **Client Declarations, Orders, and Consents**

24.3.4.1. The **Client** authorizes and instructs the **Bank** that, after completing the identification/verification procedure via telephone:

24.3.4.2. The **Bank** may provide information regarding the **Client's Accounts**;

24.3.5. The **Client** agrees that any communication between the **Bank** and the **Client**, as well as any telephone conversation conducted in this context (including any **Client** request/ **Application** regarding obtaining banking information, registration for any **Banking Product** /service, changes to registered data, receiving a banking [including **Credit**] product, or executing a transaction, etc.), shall be recorded in the **Bank's** electronic database. In case of a dispute, such a record shall have evidentiary value. The telephone conversation recording is considered the property of the **Bank** from the moment of its creation, is stored in accordance with the **Bank's** established rules and duration, and the **Bank**, upon the **Client's** request or if there is a valid basis, shall provide or deliver the recordings to the **Client** no later than 10 (ten) business days from the receipt of the written request.

24.3.6. The **Bank** ensures the protection of the **Client's** voice biometrics and is responsible for its use solely for the purposes agreed upon between the **Parties**. The recording of the **Client's** biometric data will be carried out only after passing a

strict identification procedure. The **Client** may request the modification, deletion, or destruction of their voice recording at any time, except in cases provided for by **Legislation**.

24.3.7. The purpose of processing the **Client's** voice biometrics is to ensure a high standard of **Client** security and property protection, as well as the maximum protection of confidential information using modern, secure technologies. To maximize security measures, the **Client's** voice biometric data is stored in encrypted form, and access to the encrypted data is restricted.

24.3.8. The **Parties** agree that any banking operation executed using voice authentication has the same legal effect as a written document signed on paper.

24.3.9. If the **Client** does not wish the telephone conversation to be recorded, the **Client** must use other remote channels provided by the **Bank** or visit any branch/service center to receive services.

24.4. **Remote banking services (Mail Banking)**

24.4.1. Remote **Banking Service** (Mail Banking) refers to the execution of banking operations, the registration of requests for various banking (including **Credit**) products, and the receipt/confirmation of such services/products by the **Bank** via email, provided that the **Client** fully complies with the requirements set by the **Bank** and upon the **Bank's** positive decision.

24.4.2. The criteria for using Remote **Banking Service** (Mail Banking), including applicable **Commission Fee** and other information, are available on the **Bank's Website** (www.tbcbank.ge). The **Bank** may also set additional requirements and preconditions for providing specific services in accordance with subparagraph 24.4.1 of this **Agreement**.

24.4.3. The **Bank** shall not be liable for any consequences arising from a **Third Party** receiving messages or any other documents sent to the **Bank** using the email address provided by the **Client**.

24.4.4. The **Bank** shall not be liable for any consequences arising from messages or any other documents sent to the **Bank** from the **Client's** email address by a **Third Party** and the **Bank's** consequent actions or inaction.

24.4.5. Any message/request/order/ **Application** sent to the **Bank** via Remote **Banking Service** (Mail Banking), any confirmation/execution of a transaction (including transactions related to **Credit** products), or sending of a signed **Agreement** via Mail Banking has the same legal force as a written document signed by the **Client** on paper.

24.4.6. The **Bank** independently decides, at its own discretion, whether to execute any request/order received from the **Client**.

24.4.7. The **Client** agrees that any request/order recorded via Remote **Banking Service** (Mail Banking) for receiving banking information, registering for services, making changes in registered data (including contact information), or executing operations, as well as any transaction concluded via Mail Banking or any communication/action related to concluding a transaction, will be recorded in the **Bank's** electronic database and, in case of a dispute, such a record will have evidentiary value. By mutual **Agreement**, such records/information are considered the property of the **Bank**.

24.4.8. Through Remote **Banking Service** (Mail Banking), the **Client** may execute various banking operations and/or actions (including receiving/confirming **Credit** products or concluding transactions related to banking (including **Credit**) products) in accordance with the terms, rules, and conditions established by the **Bank** at the time of the operation/action.

24.4.9. To receive/confirm a banking (including **Credit**) product or to conclude a transaction related to a banking (including **Credit**) product via Remote **Banking Service** (Mail Banking), the **Bank** may, at its discretion, establish a set of requirements/rules, including for **Client** identification. Failure to comply with these requirements prevents the **Client** from receiving/confirming the banking (including **Credit**) product or concluding the related transaction(s).

24.5. **Short Message Service (SMS Service)**

24.5.1. **The Short Message Service (SMS Service)** is a remote **Banking Service** by means of which the **Client,** using the mobile telephone number specified in the **Application** submitted to the **Bank,** shall be able to:

24.5.1.1. Receive information on transactions performed on the **Client's Bank Accounts**;

24.5.1.2. Request and receive the required banking information or/and, by confirming via an SMS code sent to the mobile telephone number specified in the **Application** or/and by confirming a document posted on a link provided to the **Client** by the **Bank** via SMS, perform certain types of banking transactions in accordance with the limits and rules established by the **Bank**;

24.5.1.3. Receive information on various **Banking Products** (including **Credit** products) offered by the **Bank** to the **Client** or/and requested by the **Client** and, at the **Client's** discretion, confirm acceptance of the offered **Banking Products** (including **Credit** products), subject to the rules and requirements established by the **Bank**;

24.5.1.4. Confirm **Personal Data** and/or any information, including changes to existing personal data and/or any information.

24.5.2. **24.5.2.** The SMS service refers to the receipt of banking information determined by the **Bank**, sent to a designated number via a special short text message, using the mobile phone number specified by the **Client** in the **Application** submitted to the **Bank**.

24.5.3. The **Client** will automatically receive the SMS service if they have any type of **Bank Account** and/or use at least one of the **Bank's** products.

24.5.4. The terms of this **Agreement** apply to the SMS service, taking into **Account** the exceptions established in this clause.

24.5.5. The provisions set forth in Clause 24.5 of this **Agreement** apply to all of the **Client's** existing and future **Bank Accounts** without exception.

24.5.6. Upon the opening of a new **Account** by the **Client** with the **Bank**, the **Short Message Service (SMS Service)** shall be provided in accordance with the terms and conditions of this **Agreement**. In such case, no new **Agreement** shall be executed between the **Bank** and the **Client**, and the terms and conditions of this **Agreement** shall apply to the new **Account**.

24.5.7. The **Client** acknowledges that, where a foreign telephone number (i.e. a number not issued by a mobile operator registered in Georgia) is recorded with the **Bank**, the **Client** shall not receive from the **Bank** messages relating to card and non-card transactions or messages of an advertising nature, except for mandatory (statutorily required) notifications. In order to receive the above-mentioned messages from the **Bank**, the **Client** must apply to the **Bank** with a request to replace the foreign telephone number recorded with the **Bank** with a telephone number issued by a mobile operator registered in Georgia. The change of the telephone number shall be effected in accordance with the **Bank's** internal procedures

24.5.8. The **Client** shall be obliged to:

24.5.8.1. Send a short text message to the number specified by the **Bank**, in the format described in the **Informational materials** disseminated by the **Bank**;

24.5.8.2. Ensure that the mobile telephone device and/or SIM card belonging to the **Client** does not come into the possession or control of any **Third Party;**

24.5.8.3. In the event of replacement and/or loss of the mobile telephone device, SIM card and/or telephone number, immediately notify the **Bank** by telephone (at +995 32 2 27 27 27), in writing, or via **Internet Bank**;

24.5.9. The **Bank** shall be obliged to:

24.5.9.1. Based on a notification received from the **Client** - whether orally (by phone), in writing, or via **Internet Bank** — regarding a change of phone number, loss of mobile device, and/or SIM card, the **Bank** shall suspend or restore the SMS service until the **Client** submits a corresponding request. In the case of an oral (telephone) notification by the **Client**, identification shall be carried out through questions pre-defined by the **Bank**.

24.5.9.2. **The Bank shall be entitled to:**

24.5.9.3. Refuse to execute the **Client's Order** in the absence of sufficient funds in the **Client's Account** and/or if the **Client** sends an incorrect notification to the **Bank** (that does not comply with the terms of this **Agreement** or the **Informational Materials** disseminated by the **Bank**), or if the **Client** has outstanding indebtedness to the **Bank**;

24.5.9.4. Send the **Client** short text messages containing advertising content.

24.5.9.5. Send the **Client** a short text message regarding the amount of **Credit** (loan, **Overdraft**, **Credit** limit and/or other **Credit** product), repayment date, outstanding debt and/or an executed automatic transfer (the **Bank** shall not be obliged to send such notification, and in any event, regardless of whether or not the **Client** receives such notification from the **Bank**, the **Client** shall be obliged to repay the **Credit** (loan, **Overdraft**, **Credit** limit and/or other **Credit** product) in a timely manner and to pay other amounts due (interest, penalty, **Commission Fee** and other charges);

24.5.10. The **Parties** agree that confirmation of banking transactions by the **Client** using an SMS code sent to the mobile telephone number specified in the **Application** and/or confirmation via SMS of various **Banking Products** (including **Credit** products) offered by the **Bank** to the **Client** and/or requested by the **Client**, as well as of personal data recorded with the **Bank** and/or any information (including changes to existing personal data and/or any information), including confirmation of an **Agreement**/document posted on a link provided to the **Client** by the **Bank** via SMS, shall have legal force equivalent to the **Client's** handwritten signature on a tangible (paper-based) document. Accordingly, the **Parties** agree that confirmation of banking transactions by the **Client** via an SMS code and/or confirmation via SMS of various **Banking Products** (including **Credit** products), personal data and/or any information (including changes thereto) may not constitute grounds for the emergence of a dispute between the **Parties**.

24.5.11. Following the execution of a banking transaction confirmed by the **Client** via an SMS code, the **Client** shall have the right to request from the **Bank** the delivery of a copy, printed on paper, of the information reflecting the banking transaction(s) performed by the **Client** (**Payment Order**).

24.5.12. The **Bank** provides a guarantee for the reliable protection of an electronic document of a banking transaction (**Payment Order**) confirmed by the **Client** via SMS code.

24.6. Chatbot Service

24.6.1. The **Chatbot** is designed to provide users with automated responses based on pre-developed algorithms and machine learning models. Notwithstanding the **Bank's** efforts, the information shared with the **Client** may not always be complete or up to date;

24.6.2. It should be noted that the **Chatbot** does not provide personalized advice and does not replace a duly qualified professional. When making decisions based on specific information and/or resolving a particular case, the **Client** shall make such decisions at the **Client's** own responsibility, especially where such decisions may result in direct or indirect financial loss to the **Client**;

24.6.3. The **Chatbot** may provide the **Client** with links to websites operated by **Third Parties**. The **Bank** shall not be liable for the content, use, or availability of **Third-Party** websites. Notwithstanding the foregoing, the **Bank** shall remain liable for information disseminated by its partner companies (including "credit intermediaries") where such liability is imposed on the **Bank** by **Legislation**.

24.6.4. It should be noted that the **Client** may, at any time, obtain additional information by communicating with a representative of the **Bank**.

25. Tariff Package

25.1. The **Bank** shall be entitled to offer the **Client** the use of a **Tariff package**, which provides the right to use several **Banking Products** simultaneously and to benefit from preferential **Commission Fees** in consideration of payment of a fixed **Commission Fee**.

25.2. Registration for a **Tariff Package** shall be carried out by the **Client** by completing a special **Application**. A duly completed **Application** for the purchase of a **Tariff Package** shall be deemed the **Client's** consent to use the **Banking**

Products / Banking Services listed in the **Tariff package**, and submission to the **Bank** of a separate **Application** specified in this **Agreement** for each such product/service shall no longer be required.

25.3. In the event of cancellation of the **Tariff Package** for any reason, all discounts and additional benefits associated with the use of the **Tariff Package** shall be cancelled (including, inter alia, any additional benefits credited to any deposit). In the event that the **Client** cancels the **package** (discontinues receipt of the services or records/expresses such intention (cancellation/termination)), the **Client** shall be obliged to immediately and in full settle all payments/ **Commission Fee** payable to the **Bank** (if any), and in such case, the **Bank** shall be entitled, at its own discretion, to apply the **Bank's** standard **Commission Fee** in effect to the **Client's** existing **Banking Products / Accounts** and/or to cancel all discounts/additional benefits/terms associated with the use of the **Tariff Package** and/or to close the **Client's Accounts**.

25.4. In the event of non-payment of the **Tariff Package Fee** for 6 (six) months, the **Bank** shall be entitled to cancel the **Tariff Package**, cancel the **Cards** included in the **Tariff Package**, and adjust the **Commission Fees** applicable to other **Banking Products/ Banking Services** included in the **Tariff Package** to the level of the standard **Commission Fees** applicable to the relevant product/service in force at the **Bank**.

25.5. The **Bank** shall be entitled to refuse to satisfy the **Client's** request for cancellation of the **Tariff Package** if the **Client** has not fully performed and/or settled the obligations/indebtedness related to the use of the **Tariff Package**, including the **Banking Products/ Banking Services** provided for under the **Tariff Package Application**.

25.6. In the event that the **Client** holds a **Tariff Package** (uses the **plastic Card(s)** provided for under the **Tariff Package**), the **Client** shall not be entitled to use additional **plastic Card(s)** within the same and/or another **Tariff Package** Accordingly, where the **Client** requests to use additional **plastic Card(s)** within the same and/or another **Tariff Package** (including where the **Client** is already using such additional **plastic Card(s)**), the **Bank** shall be entitled, unilaterally, to restrict and/or terminate the **Client's** right to use **plastic Card(s)** of the same and/or a lower class obtained within the **Tariff Package**.

26. Deposit Products

26.1. Deposit Services

26.1.1. **Deposit Services** refer to the opening of a **Deposit Account** by the **Bank** for the **Client** (hereinafter referred to as the "**Depositor**") based on the **Depositor's Application**, and the accrual of interest on the funds deposited in the **Account**.

26.1.2. The **Depositor** may use term deposits, demand deposits, and their respective variations (modifications).

26.1.3. **Accrual of Interest on Deposits**

26.1.3.1. Interest on **Deposits** shall be calculated on the basis of 365 days per year, in accordance with the specific **Deposit Agreement** signed by the **Parties** and the **Informational Materials** published by the **Bank**.

26.1.3.2. The calculation of interest payable on a **Deposit** shall commence on the next **Banking Day** following the date the funds are credited to the **Account**.

26.1.4. **Bank's** Obligations:

26.1.4.1. Accept the **Deposit** and **Credit** interest thereon in accordance with this **Agreement**;

26.1.4.2. Upon maturity of the **Deposit** or upon the **Depositor's** request, transfer the **Deposit** amount together with accrued interest to the **Depositor** in the same currency no later than 7 (seven) calendar days (or as applicable to the deposit type) from such maturity or request.

26.1.5. **Bank's** Rights:

26.1.5.1. Manage the funds credited to the **Deposit Account** at its own discretion and on its own behalf;

26.1.5.2. Deduct and transfer personal income tax or any other tax payable on interest accrued on the **Deposit** to the budget in accordance with the procedure, amount, and frequency established by **Legislation**, if applicable;

26.1.5.3. Without obtaining further consent or approval from the **Depositor**, debit funds from any **Deposit Account** and/or terminate a **Deposit** at any time in order to fulfill obligations arising under **Legislation** or any **Agreement** concluded with the **Bank**;

26.1.5.4. To open for the **Client**, without the **Client's** additional consent, a settlement (current, card, sales and other similar) and/or demand **Deposit Account** in any currency, in the event it is determined that the **Client** does not have such an **Account** and/or that the opening of an additional such **Account** is required (in which case this **Agreement** and/or any **Application** signed by the **Client** whereby the **Client** accedes to this **Agreement** shall be deemed to constitute the **Client's Application** for the opening of a settlement (current, card, sales and other similar) and/or demand **Deposit Account**);

26.1.5.5. To automatically transfer (without the **Depositor's** additional consent) the funds deposited and/or credited to the **Client's** settlement (current, card, sales and other) and/or demand **Deposit Account** for the purpose of opening a **Deposit** and/or adding funds to a deposit, to the **Deposit Account** of the **Depositor** and/or any **Person** indicated in the **Deposit** or fund deposit/**Credit** document;

26.1.5.6. Any funds received for crediting a term **Deposit Account** (where the **Deposit Account** number is specified in the **Credit** document) shall initially be credited to the **Client's** current (settlement) and/or demand **Deposit Account** and thereafter transferred to the **Client's Deposit Account** in accordance with Clause 21.3.2 of this **Agreement.**

26.2. Term Deposit

26.2.1. In the case of a **Term Deposit**, interest shall be accrued on the balance existing in the **Deposit Account**.

26.2.2. Interest accrued on a **Term Deposit** shall be credited to the **Account** specified by the **Depositor** in advance, monthly, or after the maturity of the deposit, in accordance with the **Deposit Agreement** concluded between the **Depositor** and the **Bank**.

26.2.3. If the **Depositor** chooses monthly crediting of interest, the accrued interest shall be credited to the **Account** specified by the **Depositor** on the same day of each month on which the **Deposit** was originally opened.

26.2.4. If the amount specified in the **Depositor's Application** is not deposited or credited to the **Account** within one day of the **Application**, the **Agreement** (contract) for the opening of the **Deposit** between the **Bank** and the **Depositor** shall be deemed automatically terminated.

26.2.5. If the **Depositor** requests the return of the **Deposit** before the maturity date, interest on the **Deposit** shall be calculated at a different (reduced) interest rate determined by the **Bank**.

26.2.6. In the case described in Clause 26.2.4 of this **Agreement**, the **Depositor** shall be obliged to pay the **Bank** a penalty equal to the difference between the interest that would have been accrued under standard terms and the interest accrued under Clause 26.2.5 of this **Agreement**.

26.2.7. Following the expiration of the **Deposit** term, the **Deposit** term shall be automatically extended for the period specified in the **Deposit Agreement**, subject to the existence of the **Parties'** consent. Upon automatic prolongation of the **Deposit** term, the opening date of each new **Deposit** shall coincide with the expiration date of the preceding **Deposit**, and the accrued interest, after payment of income tax (if applicable), shall be added to the principal amount of the **Deposit** (capitalized) or, at the Depositor's discretion, credited to another **Account** of the **Depositor**. In the event of automatic extension of the **Deposit** term, the **Deposit** shall be governed by the terms and conditions established by the **Bank** for such type of **Deposit** as in effect at the time of extension. The conditions set forth in this clause shall not apply to a **Deposit Agreement**(s) where the matter(s) contemplated herein regarding automatic extension of the **Deposit** are regulated by the relevant **Deposit Agreement**(s).

26.2.8. The **Bank** shall have the right to notify the **Depositor** of the **Deposit's** maturity via a short text message (in accordance with Clause 8.8 of the **Agreement**) or by any other method provided in this **Agreement**. The notification shall be sent to the mobile phone number provided by the **Depositor** in the **Application** at the time of opening the **Deposit**. The **Client** is obliged to notify the **Bank** of any change in this number; otherwise, the **Bank** shall not be liable for any consequences arising.

26.3. **Demand Deposit**

26.3.1. In the case of a "Demand" **Deposit**, interest shall be accrued on the balance in the **Deposit Account** at the end of each **Banking Day**.

26.3.2. In the case of a "My Safe" **Deposit**, interest shall be accrued on the lowest balance recorded in the **Deposit Account** at the end of each **Banking Day** during the period from the first day of the calendar month to the last day of the same calendar month, inclusive.

26.3.3. Interest accrued on a demand **Deposit** (for both "Demand" and "My Safe" deposits) shall be credited to the **Account** specified by the **Depositor** once per month, on the last day of each calendar month. If the last day of the calendar month falls on a **Weekend** or **Holiday**, interest shall be credited on the next **Banking Day**.

26.3.4. The **Deposit** and/or crediting of funds to a demand **Deposit Account**, as well as the withdrawal and/or transfer of funds from such **Account** (solely to the **Depositor's Accounts**), shall be unrestricted.

26.3.5. The **Bank** shall have the right to unilaterally change the method of interest accrual on a demand **Deposit** and/or the interest rate, and shall inform the **Depositor** of such changes at least 2 (two) months in advance by sending a short text message.

27. **Credit Products**

27.1. **General Terms and Conditions of Credit Products**

27.1.1. Under this **Agreement**, the **Client**/ **Cardholder** may use various **Credit** products.

27.1.2. This Clause establishes the general terms of **Credit** products, while specific conditions are determined and governed by the **Agreement** for the respective **Credit** product concluded between the **Parties**. Other types of **Credit** products are generally issued under a service **Agreement** for **Credit** products concluded between the **Bank** and the **Client**, which does not preclude the issuance of any **Credit** product directly under this **Agreement**.

27.1.3. Based on this **Agreement** and the **Agreement** for a specific **Credit** product, the **Bank** shall have only the right (and shall not be obliged) to provide a loan (in full or in part) or to serve the **Client** with any **Credit** product.

27.1.4. The issuance of a **Credit** product (including each tranche of a **Credit** product) requires the fulfillment/satisfaction by the **Client** of the applicable preconditions/requirements (if any exist), regardless of whether such preconditions/requirements are explicitly stipulated in the **Agreement** for the specific **Credit** product between the **Parties**, and an additional, at least verbal, **Agreement** between the **Parties** and/or their representatives.

27.1.5. Based on the circumstances listed in sub-clauses (27.1.3 – 27.1.4), the **Bank** shall have the right, at its sole discretion, not to grant **Credit** products and/or to discontinue the issuance of any tranche of **Credit** products to the **Client** without providing any reason (including in cases where a specific **Credit** product **Agreement** has been executed between the **Parties**).

27.1.6. To obtain a **Credit** product, the **Client** must submit an **Application** to the **Bank** (for certain products, submission via electronic communication means, including telephone, **Internet Bank**, e-mail, etc., is permitted). The **Bank** shall review the **Client's Application** and make a decision regarding the issuance of the **Credit** product or refusal to issue it (the **Bank** shall not be obliged to provide reasons for refusal).

27.1.7. The **Client** shall have the right, at any time and using any remote channel/electronic communication means of the **Bank**, to submit a request regarding the provision of a copy of the **Agreement** for the **Credit** product concluded

between the **Client** and the **Bank** (including agreements obtained via remote channels), and to receive such copy, the **Client** must appear at a **Bank** branch/service center.

27.1.8. Upon receiving a **Credit** product, the **Client** (borrower) shall be obliged to repay it and pay interest under the terms agreed with the **Bank**.

27.1.9. Interest shall accrue on the actual debt of the **Client** to the **Bank** and shall be calculated based on the actual days of use of the product, using a 365-day year.

27.1.10. The **Client's** monetary obligations are generally fulfilled using the funds accumulated in their **Account**(s).

27.1.11. If the **Client** does not have a settlement (current) **Account**, the **Application** for the **Credit** product shall simultaneously be considered an **Application** for the opening of a settlement (current) **Account**, and the **Client's** settlement (current) **Account** shall be opened prior to the issuance of the **Credit** product.

27.1.12. Any funds transferred by the **Client/ Cardholder** to the **Bank** to cover a **Credit** product, or available in the **Client's/Cardholder's Account**, shall be applied first to insurance premiums, then to penalties for overdue payments (if any), next to interest, and finally to the principal amount of the **Credit**. The **Client** authorizes the **Bank** to:

27.1.12.1. Amend the order of **Application** set forth in Clause 27.1.12 of this **Agreement**.

27.1.13. In case of late payment of any monthly amount, the **Client/ Cardholder** shall pay the **Bank** a penalty for overdue payments, which may consist of a fixed penalty and a daily penalty, the amounts of which are determined according to the **Commission Fees** established by the **Bank** at the moment the overdue occurs.

27.1.14. No penalty shall accrue on a **Credit** product if the payment date falls on a non- **Banking Day**. In such case, the **Client** shall deposit/pay the required amount to the relevant **Account** on the next **Banking Day.**

27.1.15. If the **Client/ Cardholder** fails to repay the **Credit** obtained from the **Bank** within the agreed term, including any accrued interest, penalties (if any), insurance premiums, or any other **Commission Fee** set by the **Bank**, the **Bank** shall have the right to:

27.1.15.1. Satisfy its claim through the seizure of the **Client's /Cardholder's Bank Accounts** and/or the realization of any of their assets (this right does not limit the **Bank's** rights under Clause 21.3.2 of this **Agreement**), regardless of whether the **Client's** obligation (**Bank's** claim) is secured by property rights (mortgage, pledge). The **Bank** may, at its discretion, apply the repayment/enforcement first to any asset or intangible property of the **Client** that is not used as security for the **Client's** obligations;

27.1.15.2. At any time, require the **Client/ Cardholder** to enter into a mortgage or pledge **Agreement** to secure repayment of the debt arising from the use of the **Credit** limit (in such case, the **Client/ Cardholder** shall execute the relevant **Agreement** within no more than 5 (five) **Banking Days** from the **Bank's** request, mortgaging or pledging property acceptable to the **Bank**, the value of which shall not be less than the total of the **Credit** utilized, accrued interest, and penalties, and ensure the registration of the **Bank's** rights in the relevant registry. The **Client/Cardholder** shall bear the costs of executing such **Agreement**(s) and registration of the rights arising therefrom in the **Public Registry**);

27.1.15.3. To demand transfer of the pledged and/or mortgaged property to the **Bank** and, after transfer of the property, to dispose of the subject of the pledge and/or mortgage by way of direct sale or in any other manner provided for under the Civil Code of Georgia, and, after covering the expenses necessary for realization, to apply the proceeds received toward repayment of the **Credit**. If the amount received from the sale of the pledged and/or mortgaged property does not fully cover the Borrower's indebtedness, the **Bank** shall be entitled to levy enforcement on any property of the **Client/Borrower**.

27.1.16. In the event of late payment by the **Client/Borrower** of any monthly payable amount, interest, penalties, or insurance premiums, or the existence of any other significant grounds, the **Bank** shall have the right to unilaterally terminate the **Credit** relationship and/or the relevant **Agreement** and demand that the **Client/Borrower** return the **Credit** product together with all accrued amounts (interest, penalties, and other charges).

27.1.17. Any request for early repayment of any scheduled payment under a **Bank** loan, **Credit** , **Overdraft**, **Credit** limit, or any **Credit** product provided under any **Agreement** with the **Client/Borrower** (for the purposes of Clauses 27.1.17–27.1.21 hereinafter – the "**Credit** "), including early full or partial repayment or refinancing, or the cancellation of such repayment, must be submitted by the **Client/Borrower** to the **Bank** in writing (either in physical or electronic form). The **Bank** shall execute the **Client's /Borrower's** request (provided sufficient funds are available in the **Client's /Borrower's Accounts**) on the day of receipt of the request or on the next **Banking Day** if the request was submitted outside banking hours. Notwithstanding the foregoing, the **Bank** may, due to various (including technical) reasons or for verification purposes, execute the **Client's /Borrower's** request within 5 (five) calendar days of receipt. From the date of receipt of the **Client's /Borrower's** request, provided sufficient funds are available in the **Client's /Borrower's Accounts**, no interest shall accrue on the **Credit** for the period of early repayment (full or partial). In cases provided by **Legislation**, for **Credits** exceeding **GEL** 2,000,000 (or the equivalent in foreign currency), the **Client/Borrower** must submit the corresponding request to the **Bank** at least 14 (fourteen) calendar days prior to the expected repayment date, in which case the **Bank** may charge interest on the **Credit** for the period prior to early repayment (full or partial).

27.1.18. In the event of partial early repayment of the **Credit**, the **Bank** shall have the right to unilaterally amend the repayment schedule (prepare a new schedule), and the **Borrower** shall be obliged to repay the **Credit** according to the new schedule prepared by the **Bank**. The new schedule shall be prepared according to one of the following principles: 1) The payable amount (remaining principal) shall be evenly distributed over the remaining term until full repayment of the **Credit**; or 2) The term until full repayment of the **Credit** shall be reduced while the periodic repayment amount remains unchanged.

27.1.19. When submitting a request for early repayment of the **Credit**, the **Client/Borrower** shall provide the **Bank** with any information/documents that directly or indirectly confirm or negate the refinancing of the **Credit**.

27.1.20. If the relevant **Credit Agreement** provides for a refinancing **Commission Fee**, and the **Bank** suspects refinancing, the **Bank** shall have the right, after receiving the **Client's/Borrower's** request for early repayment, to request any additional information/documents related to the refinancing of the **Credit** from the **Client/Borrower** within no more than 2 (two) **Banking Days**.

27.1.21. For the purposes of this **Agreement**, refinancing of the **Credit** shall be deemed to include any repayment, in full or in part, of the **Credit** obtained from the **Bank**, either directly or indirectly, by any **Financial Institution**, whether directly or through other **Person(s)**.

27.1.22. The **Parties** agree that:

27.1.22.1. The **Bank** is not obliged to verify the fact of refinancing and shall have the right, upon receiving information regarding the refinancing of the **Credit** from any source, to decide on the imposition of any relevant **Commission Fee** and/or penalty on the **Client/Borrower**, which means that the burden of proving the absence of refinancing lies with the **Client/Borrower**;

27.1.22.2. The amount of any early repayment and refinancing **Commission Fee** and/or penalty shall be determined in accordance with the **Agreement**(s) concluded with the **Client/Borrower**;

27.1.22.3. In the event that the **Client/Borrower** proves in court the absence of refinancing, the **Bank** shall be obliged to return to the **Client/Borrower** only the **Commission Fee** and/or penalty recorded as unaccepted, while the **Client/Borrower** waives any claim for damages caused by the **Bank's** actions (including any breach of obligations under this **Agreement** by the **Bank**);

27.1.22.4. In the case of early repayment/fulfillment of any **Bank loan/Credit obligation** for any reason (including early repayment/refinancing of **Bank** loans or **Credit** obligations), the loan approval/issuance **Commission Fee** (whether paid or unpaid) shall not be subject to reduction, adjustment, or refund (except in cases explicitly provided by **Legislation**).

27.1.23. In the event that the **Bank** requires the **Client** to present an insurance policy (under terms determined by the **Bank**) in connection with the use of the **Credit** Product, the **Client/ Cardholder** shall be obliged to:

27.1.23.1. Arrange insurance through an insurance company acceptable to the **Bank**, in accordance with the tariffs/conditions set by that company;

27.1.23.2. Arrange insurance in compliance with the conditions required by the **Bank;**

27.1.23.3. Ensure that the **Bank** is named as the sole beneficiary of the insurance policy;

27.1.23.4. If the term of the insurance policy is shorter than the term of this **Agreement** or any additional **Agreement**(s), submit a renewed insurance policy to the **Bank** no later than 14 (fourteen) calendar days prior to the expiry of the current policy;

27.1.23.5. Pay the insurance premium and/or any other associated **Commission Fee** in the amount determined by the insurance company acceptable to the **Bank**. The payment of the insurance premium and/or any related **Commission Fees** constitutes a mandatory payment related to the banking (including **Credit**) product, and without such payment (or commitment to pay), the banking (including **Credit**) product shall not be issued. The amount of the insurance premium and/or any related **Commission Fee** /payment shall be determined by the relevant **Agreement** and/or the insurance policy.

27.1.24. If the **Client/ Cardholder** fails to pay the insurance premium/insurance fee in accordance with this **Agreement**, any additional **Agreement**(s), or the terms and deadlines set forth in the insurance policy, the debt shall be considered overdue.

27.1.25. In the event of a material deterioration of the insurance terms or an increase in insurance tariffs, the **Client/Cardholder** shall be entitled to express in writing its wish to cancel the mandatory insurance requirement. The **Bank** shall unilaterally make the decision on cancellation of the mandatory insurance requirement, acting in accordance with its internal lending principles and rules.

27.1.26. To ensure the **Client's** obligations are met, as well as to maintain the continuity of insurance and/or in the event of full or partial non-performance of the **Client's** insurance-related obligations, the Borrower:

27.1.27. The **Client**/**Cardholder** agrees that the **Bank** shall, on a monthly basis and in accordance with the procedure set forth in Clause 21.3.2 of this **Agreement**, debit the amount of the insurance premium in favor of the insurer (insurance company) from any **Account** of the **Client**/**Cardholder**.

27.1.28. The **Client** grants the **Bank** an unconditional right to provide, without the **Client's** additional consent, information regarding the **Client's** obligation(s) to the **Bank** to the **Client's** guarantor(s) and/or to any **Person** whose property secures the performance of the **Client's** obligation(s), and/or, upon request, to deliver a copy of the relevant **Agreement** concluded between the **Bank** and the **Client** (including, without limitation, the banking loan **Agreement**) to any of the persons listed in this Clause.

27.1.29. The **Bank** shall collect/process all **Credit**, non-**Credit**, and other relevant information concerning a **Person** that is related to the provision and receipt of information for **Credit Info**, in accordance with the procedures and conditions established by **Legislation**. Such information shall be processed for the purpose of analyzing the **Client's** repayment capacity and shall be accessible to users participating in **Credit Info** in accordance with the procedure established by **Law** (including lending organizations and information recipients/**providers**). Upon request of the **Client** (including the data subject), the data processor shall correct, update, supplement, block, delete, or destroy the data if it is incomplete, inaccurate, outdated, or if its collection and processing was carried out in violation of the **Law**.

27.1.30. **The Bank shall have the right to:**

27.1.30.1. For the purpose of making a decision on granting the **Credit** and/or for ensuring the performance by the **Client** of its obligations to the **Bank** (including repayment of the **Credit**), to request and obtain from **Third Parties** and/or administrative authorities any type of personal information regarding the **Client**.

27.1.30.2. In the event that the **Client** breaches any obligation under an **Agreement** concluded with the **Bank**, or if necessary to protect the **Bank's** business reputation and/or legitimate interests, the **Bank** shall be entitled to provide to the court/arbitration/national enforcement bureau or otherwise use information concerning the **Client**, as well as any document signed by the **Client**.

27.1.30.3. Debit any amount from any of the **Client's Accounts** without further consent (unilaterally), at any time after the obligation arises, to fulfill any obligation/debt owed to the **Bank** (the debt shall first be covered from **Accounts** in the currency in which the obligation/debt is denominated). If the debt is denominated in a currency different from the **Account's** currency, the equivalent shall be calculated at the exchange rate set by the **Bank** at the time of debit. The **Client** acknowledges that the **Bank** is not obliged to debit funds from the **Client's Accounts** without the **Client's Order** to satisfy any of the **Client's** obligations;

27.1.30.4. Transfer any fee payable by the **Client** to **Public Registries**, the **Service Agency of the Ministry of Internal Affairs**, or other administrative bodies, or any other payment related to the issuance of **Credit** (including insurance premiums), from any of the **Client's Accounts** to the relevant **Recipient's Account** without further consent (unilaterally);

27.1.30.5. Debit any amount from any of the **Client's Accounts** without further consent (unilaterally) for the payment to any **Person** from whom the **Client** acquires goods or receives services with the **Bank**-issued **Credit**, convert it into the national currency, **Deposit** it into the **Client's** teller **Account**, and transfer it to the **Recipient's Account**;

27.1.30.6. In the event of overdue payment of any amount payable under the schedule of any supplementary agreement (any credit product) concluded on the basis of this **Agreement**, to provide information regarding such overdue payment to the person(s) indicated in the **Client's** relevant application for obtaining the credit product (including family members, recommenders, contact persons, and others). Furthermore, solely for the purpose of determining the **Client's** whereabouts/contact information, the **Bank** shall be entitled to contact the person(s) indicated in any of the **Client's** applications for obtaining a credit product (including applications for closed/cancelled credit products) (including family members, recommenders, contact persons, and others) and/or the person(s) depositing or transferring funds to the **Client's account**(s)—the payer(s), in respect of which the **Client** hereby gives prior consent.

27.1.30.7. In the event of overdue payments under any **Credit Product**, for the purpose of determining the location/contact information of the **Person** holding the **Client's** representative authority, the **Bank** shall be entitled to share with any **Third Party** the photograph/image of the **Person** holding the **Client's** representative authority stored with the **Bank**.

27.1.30.8. To ensure the performance of the **Client's** obligations under any additional **Agreement** (any **Credit** product), block the amounts payable under the relevant **Credit** product schedule in the **Client's Account(s)** (restrict the **Client's** right to use these amounts) and/or debiting at any moment during the scheduled payment period. The **Bank** also has the right to immediately block overdue amounts on the **Borrower's**, co-borrower's, or **Client's Account**(s) upon detection of a delay in payment under the relevant **Credit** product.

27.1.31. The **Client** hereby gives prior consent to, at the **Bank's** request, perform any action related to the change of the insurer, and to terminate or renew the insurance relationship/**Agreement** with the insurer.

27.1.32. The **Client** authorizes the **Bank**, in the event of a delay in payment of the insurance premium by the **Client** (insured), to make the insurance premium payment to the insurer at its own discretion, for a period not exceeding 90 (ninety) days.

27.1.33. In accordance with Clause 27.1.27 of this **Agreement**, if the **Bank** pays the insurance premium to the insurer on behalf of the **Client** (insured), the **Bank** shall have the right to demand from the **Client** (insured) full repayment of the amount paid to the insurer as an insurance premium, in favor of the **Bank**.

27.1.34. Insurance shall be considered terminated/suspended (at the **Bank's** discretion) in the event of a 90 (ninety) calendar-day delay in the payment of the insurance premium by the **Client** (insured). Notwithstanding the foregoing, the **Bank** (beneficiary) shall have the right to resume the insurance (unilaterally restore the insurance terms) if the **Client** fully repays the debt owed to the **Bank**. However, any insurance events occurring during the period of delay (outstanding debt) shall not be subject to compensation.

27.1.35. In the event that the **Client** is required to perform several obligations simultaneously (simultaneous repayment of multiple credits on the same date), the **Client** shall be entitled, upon each such occurrence and prior to repayment, to apply to any branch/service centre of the **Bank** and request that the obligations (loan repayments) be performed in the sequence (priority) preferred by the **Client**. If the **Client** does not exercise the right granted under this subclause, the **Bank** shall apply repayments in the following order of priority: first, any outstanding amount related to credit products (if any); thereafter, sequentially, amounts payable in connection with credit cards/overdrafts, unsecured credits, and finally secured credit(s). At the same time, the **Bank** reserves the right, in each specific case, to unilaterally change the order of priority for the performance (repayment) of the **Client's** obligations as provided under this subparagraph.

27.2. **Conditions for Termination of the Credit Relationship and/or Agreement**

27.2.1. The **Bank** shall have the right to terminate the **Credit** relationship with the **Client** and/or the effect of any, several, or all additional agreements, and/or demand from the **Client** the repayment of the principal of the **Credit** along with any accrued interest and penalties (if applicable), in the event that any of the following circumstances occur:

27.2.2. The **Client** breaches any obligation under this **Agreement**, any additional **Agreement** concluded under this **Agreement**, or any document executed with the **Bank**;

27.2.3. The **Client** fails to fulfill the payment obligations under the schedule attached to any additional **Agreement** concluded under this **Agreement**. Furthermore, if the payment schedule requires the **Client** to fulfill obligations not monthly but during certain periods of the year (so-called seasonal schedule) agreed between the **Client** and the **Bank**, the **Bank** shall have the right to take any action provided for in Clause 27.2.1 if the **Client** breaches any payment obligation under the seasonal schedule (even once) and fails to pay the respective amount within an additional two-week period;

27.2.4. Any precondition, additional condition, or request imposed by the **Bank** on the **Client** is not fulfilled or is violated;
27.2.5. The **Client** undertakes any obligation without the prior written consent of the **Bank**;
27.2.6. The **Client** misuses any **Credit** product received under any additional **Agreement** (violates the intended purpose);
27.2.7. The **Client's** capital is significantly reduced;
27.2.8. Any significant change occurs in the **Client's** ownership without the **Bank's** prior written consent;
27.2.9. Any change occurs in the founders, management, or executive/supervisory bodies of the **Client**, its guarantors, or any **Party** to any **Agreement** concluded to secure this **Agreement**, without the **Bank's** prior written consent;
27.2.10. A significant portion of the **Client's** assets (twenty percent or more) shall not be disposed of without the prior written consent of the **Bank**;
27.2.11. The financial or property condition of the **Client**, its guarantors, or any **Party** to any **Agreement** concluded to secure this **Agreement** deteriorates, or a risk of such deterioration arises;
27.2.12. Any **Party** to any **Agreement** concluded to secure this **Agreement**, or its successor, breaches any provision of the relevant **Agreement**;
27.2.13. Any object(s) securing this **Agreement** are destroyed, damaged, or depreciated, for which the **Bank** bears no responsibility;
27.2.14. Enforcement proceedings are initiated against the **Client**;
27.2.15. Any of the **Client's Bank Accounts** or property (any tangible or intangible assets) is seized, or any measures are taken against the **Client** or its property to enforce a claim, decision, or tax obligation.
27.2.16. Any item or intangible asset pledged or mortgaged to secure this **Agreement**, or owned by the **Client**, becomes encumbered with any right, obligation, or restriction (including tax lien/mortgage rights, seizure, or other encumbrances);
27.2.17. A risk of insolvency or liquidation arises for the **Client**, its guarantors, or any **Party** to any **Agreement** concluded to secure this **Agreement**, insolvency proceedings are initiated by a court, or any of the aforementioned **Parties** decides on its own to liquidate;
27.2.18. Any competent authority seizes any asset or a significant part of the **Client's** property, nationalizes such asset, or otherwise expropriates it;
27.2.19. Any statement made by the **Client** or any information provided to the **Bank** proves to be materially false or incorrect;
27.2.20. The **Client** engages in any act aimed at deceiving the **Bank**;
27.2.21. Any circumstance arises that may cast doubt on the fulfillment of obligations by the **Client**, its guarantors, or any **Party** to any **Agreement** concluded to secure this **Agreement**, or on the timely payment of amounts by the **Client**;
27.2.22. The **Client** violates the **Bank's** policy on the protection of **Employees** from discrimination, violence, and harassment;
27.2.23. The **Client** is obliged to immediately notify the **Bank** of the occurrence of any circumstance listed in Clauses 27.2.1.1 – 27.2.1.20 of this **Agreement**;
27.2.24. In the event described in Clause 27.2.1 (regardless of whether the **Client** is at fault for the occurrence of any circumstance listed therein), the **Client** shall immediately (or within a period specified by the **Bank**) repay to the **Bank** the principal of the **Credit** along with any accrued interest and penalties (if applicable) and fulfill all financial obligations owed to the **Bank**;
27.2.25. In the event of any circumstance listed in Clause 27.2.1, the **Bank** shall have the right, without the **Client's** further consent (unilaterally), to place the **Client** under an intensified monitoring regime, which includes the **Bank's** full authority to send its representative to the **Client** (to any premises owned by the **Client**) and collect amounts due to the **Bank** directly from the **Client** (including from its cash register), in full or in part, based on real income monitoring;
27.2.26. In the situation described in Clause 27.2.4, the **Client** shall immediately ensure the **Bank's** representative is granted access to inspect any mortgaged or pledged asset and/or any property owned by the **Client** and/or to examine the **Client's** financial condition, without limiting the **Bank's** right to exercise any other rights granted under this **Agreement** or by **Legislation**.

27.3. **Credit Limit**
27.3.1. Granting a **Credit** limit on a card **Account** means providing the **Cardholder** with the right to use a **Credit** resource up to the amount specified by the **Credit** limit.
27.3.2. To request a **Credit** limit on a card **Account**, the **Cardholder** submits an **Application** to the **Bank**. The **Application** must indicate: the maximum desired **Credit** limit, the currency of the **Credit** limit, the term within which the **Cardholder** intends to repay the utilized **Credit** limit, the annual interest rate (according to **Commission Fees** determined by the **Bank**), and other relevant information.
27.3.3. Upon receiving the **cardholder's Application**, the **Bank** will consider granting the **Credit** limit. If a positive decision is made, the **Cardholder** is allowed to use the **Credit** limit on their **Account** according to the **Bank's** specified terms, which will be communicated to the **Cardholder** by any method permitted under this **Agreement**. Additionally, the **Client** must contact the **Bank's Telephone Service Center** (+99532 2 27 27 27) within 3 (three) **Banking Days** from submitting the **Application** to receive information about the approved **Credit** limit on their card **Account**.
27.3.4. The **Cardholder** shall pay interest on the utilized **Credit** limit at the annual rate determined by the **Bank** at the time of utilization, calculated based on a 365-day calendar year. Interest is accrued on the utilized **Credit** limit from the date of utilization until full repayment (actual payment) of the **Credit** .
27.3.5. From the moment the **Credit** limit or any part of it is utilized, the **Cardholder** incurs a monthly payment obligation to the **Bank**. The monthly payment usually includes: the insurance premium, the portion of the utilized **Credit** limit, and interest accrued on the utilized **Credit** limit.
27.3.6. The amount payable on a monthly basis shall be paid in accordance with Clause 16.3 of this **Agreement** and with the frequency specified in the information sent to the **Client** by the **Bank**.

27.3.7. The **Bank** has the right:
27.3.7.1. In the event of a significant change in the circumstances on the basis of which the **Bank** decided to grant or increase the **Credit** limit, and/or in the event that the **Cardholder** violates any obligation under this **Agreement** or under the **Credit** limit **Application/Bank Credit Agreement**, and/or if a **Force Majeure Event** occurs, the **Bank** may, at any time and unilaterally, without prior notice, suspend or cancel the card; or cancel/reduce/terminate the right to use the **Credit** limit; and/or, by notification to the **Cardholder**, require repayment of the utilized amount (**Credit**) together with accrued interest and penalties no later than 14 (fourteen) calendar days from receipt of the notice;
27.3.7.2. On its own initiative, without prior notice to the **cardholder**, the **Bank** may grant a **Credit** limit on the **cardholder's** card **Account**. On its own initiative or based on the **cardholder's Application**, without amending the **Agreement** on granting the **Credit** limit, the **Bank** may unilaterally increase the already granted limit on the card **Account** or extend the validity of the **Credit** limit, to which the **Cardholder** consents by signing the **Application** for granting/changing the **Credit** limit.
27.3.8. For granting a **Credit** limit on the card **Account**, extending the validity of an already granted limit, increasing the **Credit** limit amount, or obtaining information related to the **Credit** limit, the **Cardholder** shall pay a **Commission Fee** according to the **Bank's** established **commissions**.

28. Other Banking Products / Services

28.1. Payroll Project

28.1.1. The **Payroll Project** service provides, at the **Client's** request, for the execution of fund transfer transactions from the **Client's** settlement (current) **Account** to the **Accounts** of persons employed by the **Client** (hereinafter – the "**Employees**"), using a special system—the payroll software **Module** (hereinafter – the " **Module** ").
28.1.2. At the **Client's** discretion, the **Client** shall have the right to pay the **Commission Fees** for the issuance of **Cards** for the **Employees** and for the cash withdrawal of funds credited to their **Accounts**.
28.1.3. Transfer transactions from the **Client's Accounts** through the **Module** shall be carried out by the **Bank** using a special program agreed in advance between the **Client** and the **Bank** (by means of a compact disc, software, **Internet Bank**, or an Excel file).
28.1.4. At the **Client's** request, the **Bank** shall carry out conversion of the funds transferred to the **Employees' Accounts** (conversion from a **GEL Account** to a foreign currency **Account**) at the exchange rate established by the **Bank**.
28.1.5. Relations related to the **Payroll Project** and the **Module** shall be conducted by the **Client** with the **Bank** personally or through a **Person** appointed by the **Client**, to whom representative authority shall be granted in a form offered by the **Bank** and duly executed.
28.1.6. In order to participate in the **Payroll Project** and to receive services through the **Module**, the **Client** shall submit an **Application** to the **Bank** in accordance with this **Agreement**.
28.1.7. When using the **Payroll Project**, if no funds (salary) are credited from the **Client's Account** to an **Employee's Account** for a period of 6 (six) months (absence of turnover), all benefits enjoyed by such **Employee** within the **Payroll Project** shall be cancelled. Furthermore, if, during the use of the **Payroll Project**, no funds (salaries) are credited from the **Client's Account** to the **Employees' Accounts** for a period of 6 (six) months, in addition to the cancellation of preferential **Commission Fees** /terms applicable to the **Employees**, the **Client's Payroll Project** service and all benefits enjoyed by the **Client** within the scope of such service shall also be cancelled.
28.1.8. The **Client** shall be obliged to:
28.1.8.1. Provide the **Bank** with information on the amounts to be credited to the **Employees' Accounts** via an electronic information carrier in a format agreed in advance by the **Parties**;
28.1.8.2. If remuneration is to be credited to the **Employees' Accounts**, submit to the **Bank** a **Payment Order** indicating the total amount of remuneration to be credited to the **Employees' Accounts** and a printed register (list) of the **Employees** from the electronic file referred to in Clause 25.2.8.1, specifying the **Account** numbers, amounts, and the currency in which the remuneration is to be credited to the **Employees' Accounts**, including any conversion in accordance with the **Bank's** established exchange rate;
28.1.8.3. Immediately notify the **Bank** in writing of the termination of employment (departure from the organization) of any **Employee**;
28.1.8.4. Pay the **Bank** in full the **Commission Fees** for the service of **Plastic Cards** issued for the **Employees** under the **Payroll Project** (for the entire validity period of the **Cards**), if the **Client** refuses to use the services provided under this Clause and/or this **Agreement** within one year from the commencement of the **Module** based service;
28.1.8.5. Pay the **Bank** the cash withdrawal **Commission Fees** via **Cards** issued under the **Payroll Project** for the **Client's Employees**, if such **Commision Fees** are provided for in the **Client's Application** for participation in the **Payroll Project**;
28.1.8.6. Provide the **Bank** with copies of the **Employees'** identity documents (ID **Cards** or passports) and taxpayer certificates (if available), verified for conformity with the originals by the **Client** or a **Person** authorized to represent the **Client** (with the authorized **Person's** signature);
28.1.8.7. Timely provide the **Client's Employees** with accurate, clear, and complete information regarding **Banking Services** and **Products**, sufficient for decision-making and ensuring that the **Employees** (Users) are not induced to make decisions they would not make if fully informed;
28.1.8.8. Provide information to the **Client's Employees** (Users) regarding currency risk, where their income is not hedged against exchange rate fluctuations, and in the case of deposits or loans in foreign currency, provide comparative information on similar products in the national currency;

28.1.8.9. Before executing the **Agreement**, inform each **Employee** (User) of the financial costs set forth in the **Agreement** and, upon obtaining their consent, execute the **Agreement** with the **Employee**;

28.1.8.10. To receive from the **Bank** and deliver to the **Client's Employees** the **Plastic Cards**, together with the **PIN Codes**, **Internet Bank** codes, and other documents placed in sealed envelopes, and to ensure that the **Plastic Cards** are signed by their respective holders.

28.1.9. The **Bank** shall be obliged to:

28.1.9.1. To transfer the funds to the **Employees' Accounts** no later than the second/next **Banking Day** following the receipt of the **Order** described in Clause 28.1.2 of this **Agreement**.

28.1.9.2. The **Client** and the **Bank** mutually agree that, for the full performance of the obligations set forth in Clauses 28.1.8.6-28.1.8.10 of this **Agreement**, the **Bank's** representative in interactions with the **Client's Employees** shall be either the **Client** personally or an **Employee** designated by the **Client** by signing the **Application** for participation in the **Payroll Project**, who shall directly perform the actions described in Clauses 28.1.8.6-28.1.8.10 on behalf of the **Bank**. The **Client** or the designated **Employee** shall be obliged to:

28.1.9.3. Personally obtain (create) copies of the **Employees'** identity documents and verify their conformity with the originals in accordance with the Regulation approved by the Head of the Financial Monitoring Service of Georgia ("On the Procedure for Identification and Verification of the **Client** by the Responsible **Person** ") and in compliance with the procedures established by the law on "the Prevention of Money Laundering and Terrorism Financing";

28.1.9.4. Personally attend the signing of each **Employee's Application** for participation in the **Payroll Project** and, upon the **Bank's** request, immediately confirm in writing or by other means requested by the **Bank** (or any **Person** designated by the **Bank**) that the **Application** was indeed signed by the individual specified therein;

28.1.9.5. Deliver to the **Bank** the verified copies of the **Employees'** identity documents no later than 5 (five) calendar days after verification;

28.1.9.6. Receive from the **Bank** and deliver to the **Client's Employees Plastic Cards** in sealed envelopes, together with **PIN Codes**, **Internet Bank** codes, and other relevant documents, and ensure that the **Plastic Cards** are signed by their holders;

28.1.9.7. Diligently, properly, and fully perform the actions described in Clauses 28.1.8.6-28.1.8.10 of this **Agreement**.

28.1.10. In the event of a new **Employee** being added to the **Payroll Project** by the **Client**, the **Client** shall continue to be considered the **Bank's** representative with the limited authority described in Clauses 28.1.8.6-28.1.8.10 of this **Agreement**, while the **Person** designated under Clause 28.1.10 shall be obliged to perform the actions described in Clauses 28.1.8.6-28.1.8.10 of this **Agreement** in respect of the **Client's** new **Employee**.

28.2. **Cash Collection**

28.2.1. Cash collection services refer to the transportation of the **Client's** cash and valuables at the **Client's** request (hereinafter - "**Cash Collection**").

28.2.2. This Clause sets out the general terms and conditions of the Cash Collection service, while specific terms and conditions shall be determined and regulated by the relevant **Agreement** concluded between the **Parties**.

28.2.3. To receive Cash Collection services, the **Client** must submit a request to the **Bank** in accordance with this **Agreement**.

28.3. **The Client shall be obliged to:**

28.3.1. Open a settlement (current) **Account** with the **Bank** when using Cash Collection services;

28.3.2. Notify the **Bank** in writing at least 24 (twenty-four) hours in advance of the need for Cash Collection services;

28.3.3. Strictly comply with the terms of the **Agreement** referred to in Clause 28.2.2;

28.3.4. Satisfy the **Bank's** teller commission claims regarding the amount of cash/valuables and/or the fitness of banknotes;

28.3.5. Timely deliver the cash/valuables to the **Bank's** representative and, after counting, sign the relevant documents;

28.3.6. Maintain the confidentiality of the **Bank's** cash/valuables pick-up and delivery schedule;

28.3.7. Properly verify the representative's authority documents;

28.3.8. Provide an isolated location for receiving and handing over cash/valuables, with free and illuminated access, preferably on the first floor;

28.3.9. Deliver cash/valuables to the **Bank** only in sealed bags;

28.3.10. Timely pay the **Bank** the service fee (**Commission Fee**);

28.3.11. In the event of handing over damaged foreign currency included in the collected cash, pay the **Bank** a **Commission Fee** for acceptance of damaged foreign currency in accordance with the tariffs established by the **Bank** at the time of acceptance of such damaged foreign currency;

28.3.12. Maintain the confidentiality of this **Agreement** and related information (this obligation remains in force even after the termination of this **Agreement**).

28.4. **The Client shall be entitled to:**

28.4.1. Attend the final counting of cash/valuables by the commission at the **Bank** or another designated location, upon prior notification to the **Bank**. If the **Client** does not attend the final counting and a shortage is discovered during such counting, the **Client** shall bear responsibility for the provision of incorrect information. The amount/valuables actually recorded by the commission's recount shall be credited to the **Client's Account**, and a report shall be drawn up regarding the shortage of cash/valuables.

28.5. The **Bank** shall be obliged to:

28.5.1. Provide the Cash Collection service to the **Client** in a proper and professional manner;

28.5.2. Ensure the integrity of the sealed bag after receipt from the **Client**.

28.5.3. **The Bank shall be entitled to:**

28.5.4. Refuse to provide the service (Cash Collection) if damage to the bag or its lock is detected, and/or if the location of the building (facility) designated for Cash Collection is unacceptable.