TBC Bank JSC proposes the following amendments/additions to the Agreement on Banking Transactions for Legal **Entities (hereinafter the „Agreement“) published on www.tbcbank.ge in line with Paragraph 8.5 of the Agreement**

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

“8.2 The client may at any moment close its account(s) / discontinue using any or all service(s) provided for hereunder / apply for the revocation/termination of the Agreement by giving the Bank an advance written notice 10 (ten) calendar days prior to the closure of account(s) / discontinuation of using the relevant service / revocation/ termination of the Agreement. In this case, the customer shall, within not later than 5 (five) calendar days after submitting to the Bank a written notification on account closure / termination of the use of the service / revocation/ termination of the Agreement, be obliged to pay to the bank all commission fees and any other payments relating to respective account and/or service. The Client’ closure of account(s) and/or termination of an or all service hereunder shall not automatically result in the revocation/termination of this Agreement.”

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

“8.8 Various communication channels can be used for sending and delivering any kind of notification, including electronic mail, any digital channel, telephone, post, SMS, MMS, Push Notifications (directly sent to the Client’s mobile phone number. A detailed description of Push Notifications (including activation/deactivation) is provided in the Bank’s various information channels (including the Bank’s website: https://www.tbcbank.ge/web/en/web/guest/sms-banking)), etc. Notifications made via any channel (in any form) shall be legally binding. The Parties can use either or several communication channels jointly.”

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

“8.8.1 The Parties agree that a written notification shall be delivered to the Party at the address last known to the sender. A notification shall be deemed sent/delivered even if it is returned to the sender because the addressee is not available at the address indicated by the sender and/or the addressee refuses to accept and/or evades the mail/notification.”

Sub-Paragraph 8.8.2 of Article 8 of the Agreement be revised to read as follows:

“8.8.2 An SMS, MMS shall be deemed delivered to the Party if a relevant mobile network operator confirms, by means of a relevant message (status delivered), that the SMS, MMS has been sent and/or delivered to a given telephone number.”

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

“8.8.3 The Parties agree that any electronic notification sent to the email address provided by the Borrower and indicated (a) in this Agreement and/or (b) in any document presented/submitted by the Borrower to the Bank (c) in any public source shall be deemed officially delivered to the Borrower.”

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

“8.8.4 If a notification is sent to the Party by email, its receipt/delivery to the Party shall be confirmed by an extract from the device and/or a confirmed by an extract from the equipment and or by a confirmation message received by means of the device. The Client agrees that if an electronic notification sent to the email address indicated in sub-paragraph 8.8.1 of this Agreement, provided the receipt (delivery to the Party) is confirmed by an extract from a relevant equipment and/or a confirmation received by means of the equipment.”

<u>Sub-Paragraph 8.8.5 of Article 8 of the Agreement be revised to read as follows:</u>

“8.8.5 The notification shall be likewise deemed received/delivered if the act of sending/delivery complies with any form and means of information exchange envisaged by law.”

<u>Sub-Paragraph 8.8.6 of Article 8 of the Agreement be revised to read as follows:</u>

“8.8.6 The Client declares and confirms that they agree to receive information/notifications subject to sending/delivery via SMS texts in the form of Push Notifications. Furthermore, Push Notifications shall have the same legal effect as stipulated in this Agreement for SMS texts;”

<u>Sub-Paragraph 8.8.7 be added to Article 8 of the Agreement to read as follows:</u>

8.8.7 The Client confirms that the Bank has provided them with full information regarding the alternative way (Push Notifications) of receiving the service (the SMS Service) envisaged in Article 13 of the Agreement. Notification of customers by means of push messages/notifications is fully subject to service terms and conditions envisaged in Article 13 of the Agreement. Furthermore, the Client is entitled to choose at their own discretion the channel/source of notification/information (SMS/Push Notifications).

<u>Paragraph 8.21 of Article 8 of the Agreement be revised to read as follows:</u>

“8.21 The Parties agree that they shall communicate with the court and/or the arbitration institution and/or the arbitrators in writing including by electronic mail (electronically). The Parties agree that any official notification associated with this Agreement, including the revocation, cancellation or termination hereof, as well the granting of an additional term for the fulfilment of liabilities and the Bank’s unilateral decision on interest increase, shall be considered carried out if delivered to the party in writing including by electronic mail to the email address indicated in Details of the Parties hereunder or provided by the Client via any channel of communication. The Client agrees that the court or the arbitral tribunal (arbitrator) shall summon the Client and deliver court/arbitration notice, documents related to court or arbitral proceedings and the judgment/ arbitral award in writing including by electronic mail to the email address indicated in Details of the Parties hereunder or provided by the Client via any channel of communication. If a notification is sent to the Party by electronic mail at the email address indicated in Details of the Parties hereunder or provided by the Client via any channel of communication, the receipt thereof (delivery to the Party) shall be confirmed by an extract from the device and/or a confirmation received by means of the device. The Client agrees that the notification sent by email to the electronic mail address indicated in Details of the Parties hereunder or provided by the Client via any channel of communication shall be deemed delivered if the receipt (delivery to the Party) is confirmed by an extract from the equipment and/or a confirmation received by means of the equipment.”

<u>Sub-Paragraph 15.17.4 be added to Article 15 to read as follows:</u>

“In case of an early settlement/closure of a bank credit/credit liability(ies) for any reasons whatsoever (including early repayment of a bank loan / credit liability(ies)), loan approval/disbursement fee (whether paid or outstanding) is not subject to reduction/adjustment/refund (unless directly envisaged by law).”

<u>Sub-Paragraph 15.26.4 of Article 15 be revised to read as follows:</u>

“If any scheduled payment (for any credit product) under any additional agreement executed based on this Agreement goes 7 (seven) days overdue, notify thereof the person(s) indicated in the Client’s Credit Application (family members, referees, contact persons, etc.). Furthermore, the Bank is entitled to contact the person(s) (family members, referees, contact persons, etc.) indicated in the Client's Credit Application (including if the product has been closed or cancelled) and/or the persons who have made payments/ transfers to the Client's account(s), for the sole purpose of establishing the Client's whereabouts/contact information, to which the Client agrees in advance."

Sub-Paragraph 13.1.6 be added to Article 13 to read as follows:

"The Client is aware that it will not be able to receive transactional (related to card as well as non-card transactions) and promotional messages from the Bank at its foreign telephone number (a number not issued by a mobile nework operator registered in Georgia), with the exception of the mandatory notifications (a envisaged by law). To be able to receive the aforementioned message, the Client shall apply to the Bank in order to have its foreign telephone number registered with the Bank replaced with a number issued by a a mobile nework operator registered in Georgia. The replacement/editing will be done according to the procedure applicable at the Bank."