Pursuant to Article 15 of the “Agreement on the Carrying out Banking Operations for Legal Entities” https://tbcbank.ge/ka/agreements (hereinafter, the “Agreement”) published on the website, JSC “TBC Bank” hereby proposes to introduce the following amendments and/or additions to the Agreement:

1. **Paragraph 55 of Article 1 of the Agreement shall be amended and shall read as follows:**

„1.55 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).“

2. **Paragraph 7 of Article 3 of the Agreement shall be amended and shall read as follows:**

“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.”

3. **Paragraph 7 shall be added to the Article 5 of the Agreement and shall read as follows:**

“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.”

4. **Paragraph 1 of Article 11 of the Agreement shall be amended and shall read as follows:**

“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.”

5. **Paragraph 4 of Article 11 of the Agreement shall be amended and shall read as follows:**

“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.”

6. **The paragraph 5 of Article 11 of the Agreement shall be revoked;**

7. **Paragraph 6 of Article 11 of the Agreement shall be renumbered as paragraph 5 of Article 11 of the Agreement, without any changes to its wording.**

8. **Paragraph 7 of Article 11 of the Agreement shall be renumbered as paragraph 6 of Article 11 of the Agreement, without any changes to its wording;**

9. **Paragraph 8 of Article 11 of the Agreement shall be renumbered as paragraph 7 of Article 11 of the Agreement, without any changes to its wording;**

10. **Paragraph 9 of Article 11 of the Agreement shall be renumbered as paragraph 8 of Article 11 of the Agreement, without any change to its wording;**

11. **Paragraph 10 of Article 11 of the Agreement shall be renumbered as paragraph 9 of Article 11 of the Agreement, without any change to its wording;**

12. **Paragraph 6 of Article 13 of the Agreement shall be amended and shall read as follows:**

"13.6. Anti-Bribery and Anti-Corruption, Prevention of Facilitation of Tax Evasion Policy."

13. **Paragraph 6.1.9 shall be added to the Article 13 of the Agreement shall be amended and shall read as follows:**

"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. **The paragraph 4 of Article 18 of the Agreement shall be revoked;**

15. **Paragraph 5 of Article 18 of the Agreement shall be renumbered as paragraph 4 of Article 18 of the Agreement, without any change to its wording;**

16. **Paragraph 6 of Article 18 of the Agreement shall be renumbered as paragraph 5 of Article 18 of the Agreement, without any change to its wording;**

17. **Subparagraph 7 shall be added to paragraph 2 of Article 21 of the Agreement and shall read as follows:**

„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."

18. **Paragraph 3 of Article 23 of the Agreement shall be amended and shall read as follows:**

„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 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 instructions 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 Fees, 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 and/or 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)."

19. **Subparagraph 30.8 of paragraph 1 of Article 27 of the Agreement shall be amended and shall read as follows:**

„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."

20. **The amendments set forth in Clauses 1 and 19 of this document shall enter into force immediately upon the publication of this document on the Bank's website.**