AGREEMENT

ON THE PROVISION OF BANKING SERVICES TO AN INDIVIDUAL

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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 banking 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.tbcbank.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 an Individual (hereinafter referred to as the "**Agreement**") establishes the principal rules and conditions governing the banking 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.	**Accounts**	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**.
1.58.	**Agreement**	this **Agreement** "On the Provision of Banking operations to Individuals", together with any related documents, annexes, **Applications**, special terms of products, and other agreement.
1.59.	**Trusted Device**	a **Mobile Device** and/or other device (hereinafter – the "**Device**") which the **Client** has designated as a trusted **Device** during the authorization process in a digital channel / after authorization, using the relevant functionality. One **Device** may be designated as trusted for only one **Client**. The **Client** is obligated to immediately revoke the trusted status of the **Device** if the **Device** has been lost or stolen, has passed into the possession of a **Third Party**, or there is a suspicion that unauthorized access to it has taken place.

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 Fees** 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 (through various sources) 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 and on any subsequent modification thereof.

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 microbank 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 Fees** 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 service fee is specified in this **Agreement**, the **Commission Fees** 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 Fee** 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 **Information Material**s 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. notify the **Bank** in writing of any change in the **Person** authorized to dispose of the **Account** or to obtain information on the status of the **Account,** and to attach the relevant supporting documents to such notice. Until the **Bank** receives notice of such changes and the relevant documents, the **Bank** shall carry out operations on the basis of the previously submitted documents and signature specimen.

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).

6.2. 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 Order** 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 **Banking** (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 **Banking** (including credit) **product** on the basis of such power of attorney/authorization.

8. Processing of Personal Data

8.1. Definitions of Terms Related to Personal Data

8.1.1. For the purposes of interpretation of this Article and this **Agreement**, the terms used herein shall have the following meanings:

8.1.1.1. Personal **Data** (hereinafter – the "**Data**") – any type of personal **Data** as defined by the Law of Georgia on Personal **Data** Protection, including special category **Data**, as well as information constituting Banking secrecy.

8.1.1.2. **Data** Processing – any operation or set of operations performed on **Data**, including, without limitation, collection, acquisition, access, photographing, video monitoring and/or audio monitoring, organization, structuring, interconnection, storage, alteration, restoration, retrieval, use, blocking, erasure or destruction, as well as disclosure of **Data** by transmission, publication, dissemination, or otherwise making it available.

8.1.1.3. Consent – the freely given consent of the **Data** subject (the **Client**), expressed orally or in writing (including by means of telecommunication or other appropriate means), after receiving relevant information, to the processing of **Data** relating to him/her for specific purposes, including transfer to third **Parties**, by which the will of the **Data** subject can be clearly established.

8.1.2. Other terms used in this Article shall have the meanings assigned to them by the Law of Georgia on Personal **Data** Protection.

8.2. General Conditions for the Processing of the Client's Data

8.2.1. The **Bank** shall process the **Data** in accordance with this **Agreement**, the **Bank's** Personal **Data** Protection Policy (hereinafter – the "**Policy**"), and **Legislation**.

8.2.2. The types of **Data**, purposes and legal grounds for processing, **Data** security standards, sources of **Data** collection, rights of the **Data** subject, rules and conditions for sharing **Data** with third **Parties**, **Data** retention periods, and other relevant matters related to **Data** processing are, together with this **Agreement**, governed by the **Bank's** Policy, which is publicly available on the **Bank's Website** at: https://tbcbank.ge/ka/privacy-policy.

8.2.3. The **Client** confirms that it is aware of the **Policy** published on the **Bank's Website**, which constitutes an integral part of this **Agreement**, and that any reference to this **Agreement** shall also be deemed to include a reference to the above-mentioned **Policy**.

8.2.4. The **Client** shall be obliged to provide the **Bank** with complete, accurate, and comprehensive information/**Data** necessary for the conclusion and performance of this **Agreement**, including, without limitation, the **Client's** identification **Data**, address, contact telephone number, e-mail address, and other relevant information.

8.2.5. The **Client** shall be obliged to immediately notify the **Bank** of any changes to the information/**Data** provided by the **Client** to the **Bank**.

8.2.6. The **Client** shall be responsible for the accuracy, completeness, and adequacy of the **Data**/information provided to the **Bank**, and for ensuring that such **Data**/information is complete and up to date.

8.3. Client's Consent to the Processing of Data

8.3.1. The **Client** hereby consents to and authorizes the **Bank**, in accordance with the procedure established by **Legislation** and the conditions set forth in this Article, and, where relevant prerequisites exist, any duly authorized person, to process the **Client's Data** for the following purposes:

8.3.1.1. provision of **Banking Services**, as well as the creation and/or improvement of new products;

8.3.1.2. performance of rights and obligations arising from pre-contractual or contractual relationships with the **Client**, as well as the offering and/or preparation of future contractual relationships;

8.3.1.3. execution of the **Client's** signature, including an **Electronic Signature**;

8.3.1.4. receipt of services from payment systems/**Card** schemes ("Visa", "Mastercard", etc.), intermediary **Bank**s, and/or other system operators involved in the service provision process;

8.3.1.5. monitoring of **Banking Products** issued to the **Client** or to **Persons** related to the **Client**;

8.3.1.6. analysis of creditworthiness in **Order** for the **Bank** to consider the possibility of providing **Banking Products**;

8.3.1.7. use of loyalty programs operating at the commercial and service outlets of the **Bank's** partner merchants/contractors, in accordance with **Agreements** concluded with them;

8.3.1.8. participation of the **Client** in promotions and prize draws, use of offers/benefits, and use of services offered by various contractors;

8.3.1.9. participation in the **Bank's** loyalty programs, including with the involvement of companies cooperating with the **Bank**;

8.3.1.10. review of the **Client's Application**, complaint, and/or request;

8.3.1.11. offering **Banking Products** tailored to the **Client**, including direct marketing;

8.3.1.12. ensuring the security of the **Client** and the **Bank**.
8.3.2. The **Client's Data** may also be processed for the following purposes:
8.3.2.1. performance of obligations imposed on the **Bank** by **Legislation**;
8.3.2.2. protection of the legitimate interests of the **Client** and the **Bank**;
8.3.2.3. other cases provided for by **Legislation**.
8.3.3. The **Client** agrees and authorizes the **Bank**, strictly in accordance with the procedure prescribed by **Legislation** and only after obtaining consent in the appropriate form, to process special category **Data**, where such processing is necessary to achieve the purposes provided for by **Legislation** and this **Agreement**.
8.3.4. The **Bank** shall be entitled to:
8.3.4.1. in the course of the reliable identification of the **Client**, process the **Client's** voice biometrics and/or facial characteristics for the purposes of protecting the **Client's** confidential information and property, as well as for fulfilling obligations related to **Client** identification/verification as provided for by **Legislation**;
8.3.4.2. in any service center of the **Bank**, as well as in the course of service provision via **ATM**s, self-service terminals, remote channels, or by any other means, carry out photo and/or video recording and/or audio recording of the **Client** for the purposes of protecting the **Client's** property and security and for **Client** identification/verification. In addition, during service provision through the **Telephone Service Center**, conduct audio monitoring of telephone calls with the **Client** for the purpose of improving service quality;
8.3.4.3. process the **Client's** personal **Data**, including where the **Client** acts as a representative, founder, partner, authorized representative, or principal of a legal entity, in accordance with and for the purposes provided for by this **Agreement**;
8.3.4.4. in accordance with **Legislation**, make a decision based on **Profiling** which produces legal effects concerning the **Client** or similarly significantly affects the **Client**;
8.3.4.5. when using a chatbot, collect and process information exchanged with the **Client**, including both received and transmitted information. The collected **Data** shall be processed in accordance with the **Bank's** rules on the processing of personal **Data**.

8.4. **The Client hereby consents that the Bank shall be entitled to:**
8.4.1. process information relating to the **Client**, including the **Client's Data**, where such information is publicly available or where the relevant **Data** has been made publicly available by the **Data** subject. This shall include, inter alia, the **Bank's** right to process information relating to the **Client** contained in various registers or databases maintained in accordance with **Legislation**;
8.4.2. in accordance with the procedure established by **Legislation**, for the purpose of ensuring the effective and uninterrupted provision of **Banking Services** to the **Client** and to the extent necessary for achieving such purpose, obtain from the electronic database of the LEPL State Services Development Agency the **Client's Data** necessary for the **Bank**. At the same time, the **Bank** shall be entitled to transfer the **Client's Data** to any organization with which the **Bank** has concluded an agreement on the receipt/provision of **Data**, in accordance with the procedure prescribed by **Legislation**;
8.4.3. for the purposes of making a decision on the granting of credit and/or ensuring the performance by the **Client** of its obligations to the **Bank** (including repayment of credit), request and obtain any personal information relating to the **Client** from third **Parties** or administrative authorities (including, without limitation, **Credit Information Bureaus**, the LEPL Revenue Service, and others).
8.5. The **Bank** shall collect/process all credit, non-credit, and other relevant information relating to a **Person** in connection with the provision of information to, and receipt of information from, **Credit Information Bureau**s, in accordance with the procedure and conditions established by **Legislation**. Such information shall be processed for the purposes of analyzing the **Client's** creditworthiness and shall be accessible to users participating in the **Credit Information Bureau** in accordance with the procedure prescribed by **Legislation** (lending organizations and information recipients/providers). At the request of a user (including the **Data** subject), the **Data** processor shall be obliged to correct, update, supplement, block, erase, or destroy the **Data** if such **Data** is incomplete, inaccurate, not up to date, or if its collection and processing were carried out in violation of the **Legislation**.
8.6. In the event that the **Bank** conducts a promotional campaign and the **Client** does not submit a prior written refusal, the **Client** shall be deemed to have consented to participation in such promotional campaigns conducted by the **Bank** and to the terms thereof, including the condition that, in the event of winning a promotional campaign, such information and the **Client's Data** may be made public through the **Bank's** various channels. The **Client** shall not be restricted from declaring refusal with respect to the publication of **Data**.
8.7. In addition to the foregoing, the **Client** is aware of and agrees that the **Bank** may transfer the **Client's Data** to another state, an international organization, or any authority/service and any person/institution, where: such transfer is provided for by **Legislation**; the transfer of **Data** is necessary to ensure the performance by the **Bank** of obligations imposed on it by **Legislation**; and/or there exists an appropriate legal basis for such transfer.
8.8. The **Client** hereby consents that, for the purpose of simplifying the provision of **Banking Services** by the **Bank** to the **Client**:
8.8.1. through a **Quick Payment Terminal**, based on identification of the **Client** by means of the **Client's** personal/passport number, **Plastic Card**, contactless **Plastic Card**, and/or **PIN Code**, the **Client** may receive information on the **Client's Banking Products**, current loan indebtedness, total loan indebtedness, as well as information on **Accounts** and **Plastic**

Cards and the balances thereon; carry out transfers between the **Client's** own **Accounts** and payments for various services; and receive information on offers made by the **Bank** to the **Client** (including credit products) and, at the **Client's** discretion, confirm such offers, following the full completion of the procedures established by the **Bank**. Prior to obtaining an offered **Banking Product** (including a credit product), the **Bank** may, at its discretion, establish additional identification requirements for the **Client**, non-compliance with which shall prevent the **Client** from confirming the offered **Banking Product** (including a credit product).

8.8.2. through an **ATM**, based on identification of the **Client** by means of the **Client's Plastic Card** and/or **PIN Code**, the **Client** may receive information on offers made by the **Bank** to the **Client** (including credit products) and, at the **Client's** discretion, confirm such offers, following the full completion of the procedures established by the **Bank**. Prior to obtaining an offered **Banking Product** (including a credit product), the **Bank** may, at its discretion, establish additional identification requirements for the **Client**, non-compliance with which shall prevent the **Client** from confirming the offered **Banking Product** (including a credit product).

8.9. The **Bank** shall not be liable for the obtaining of information about the **Client** by a **Third Party** through **Quick Payment Terminals**/**ATM**s by entering into a **Quick Payment Terminal**/**ATM** the information necessary for the **Client's** identification (personal identification number and date of birth, or a **Plastic Card** and/or **PIN Code**).

8.10. **Processing of Data for Direct Marketing Purposes**

8.10.1. The **Client** declares and confirms that the **Bank** is entitled, for direct marketing purposes, to process the **Client's Data** (including identification, financial, contact **Data** and/or **Data** obtained as a result of processing such information, including information regarding the **Client's** profile/segment) and to offer the **Client** personalized products/services tailored to the **Client**, as well as to provide information about the **Bank's** products and/or joint products, services, discounts, promotions, prize draws, prizes, and other news of the **Bank** and/or the **Bank** and its partner companies, in accordance with the **Bank's Personal Data Protection Policy**, by contacting the **Client** via the telephone number specified in this **Agreement** and/or the contact number provided by the **Client** (by means of SMS messages, telephone calls, and/or video/audio/visual messages), as well as through other electronic communication means (e-mail, online platforms, **Websites**, **Applications**, or other means).

8.10.2. The **Client** shall have the right to withdraw consent to the processing of **Data** for direct marketing purposes at any time by the means specified below. Consent to the processing of **Data** for direct marketing purposes shall remain effective until withdrawn, and upon withdrawal of such consent, the **Client** shall no longer receive personalized offers related to the use of services and/or products. In the event of withdrawal of consent as provided for in this Clause, the processing of **Data** for direct marketing purposes shall be terminated no later than within 7 (seven) **Banking Days** from receipt of the relevant request.

8.10.3. The **Client** may, at any time, request the termination of receiving offers by the following means:

8.10.3.1. in the manner indicated in the relevant marketing communication;

8.10.3.2. by visiting a branch of the **Bank**;

8.10.3.3. by submitting a request through the **Telephone Service Center**;

8.10.3.4. via **Internet Bank**, through the relevant personal settings page.

8.11. **Conditions for the Transfer of Data to Third Parties**

8.11.1. The **Client** agrees that, without obtaining the **Client's** prior or additional consent, the **Bank** may process and/or transfer the **Client's** personal/confidential **Data** where there are grounds provided for by the **Legislation** of Georgia, including transfer to:

8.11.1.1. third **Parties** involved in the process of providing services to the **Client** by the **Bank**, as well as third **Parties** whose software or other technical means are used by the **Bank**, on the basis of **Agreements** concluded with such **Parties**;

8.11.1.2. third **Parties** providing services to the **Bank**, such as auditors, advisors, consultants, research companies, and law firms, within the framework of contractual relationships with them;

8.11.1.3. international **Financial Institutions** (from which the **Bank** obtains financing) for the purposes of financing, performance of contractual obligations, and/or reporting; audit companies/external auditors for the purposes of auditing the **Bank's** financial statements as a supervised entity;

8.11.1.4. international **Financial Institutions** (from which the **Bank** obtains financing) for the purposes of financing, performance of contractual obligations, and/or reporting;

8.11.1.5. **Card** schemes ("Visa", "Mastercard", "P2P Service", "American Express"), payment systems, intermediary/receiving **Bank**s, for the purposes of service provision;

8.11.1.6. the **Bank's** partner merchants, in accordance with **Agreements** concluded with them, for the purposes of participation in loyalty programs operating at their commercial and service outlets;

8.11.1.7. LLC "NGT Rocket Solutions" (ID No.: 405432580) via the **Electronic Signature** platform "Signify", for the purposes of service provision and execution of qualified or advanced **Electronic Signature**s;

8.11.1.8. LLC "Georgian Post" and/or other courier/postal service providers, for the purpose of delivery of the **Bank's** correspondence to the addressee;

8.11.1.9. insurance companies for the purposes of providing insurance services to the **Client**, as well as extension or renewal thereof;

8.11.1.10. member companies of TBC **Bank** Group PLC (N10029943), including JSC "TBC Insurance" (ID No.: 405042804), LLC "Tineti" (ID No.: 402116474), LLC "Marjanishvili 7" (ID No.: 402168998), JSC "Space International" (ID No.: 402178442), and/or LLC "TBC Capital" (ID No.: 204929961), for the purpose of providing various services/products (including insurance, valuation, measurement, and others) to the **Client**;

8.11.1.11. payment service providers, payment agents, as well as **Persons** who, in accordance with **Legislation**, ensure identification/verification of **Persons** for the purposes of providing payment services and/or services through remote channels (**ATM**s, **Quick Payment Terminals**, etc.);

8.11.1.12. companies performing money transfers/payment service providers, for the purposes of receiving and/or cashing out money transfers by the **Client**;

8.11.1.13. the National Archives or a commercial organization of similar profile, for the purposes of storage of documentation/information;

8.11.1.14. a problem asset management company having a contractual relationship with the **Bank**, in the event of the **Client's** failure to timely and/or duly perform any obligation owed to the **Bank**, for the purposes of managing problem assets;

8.11.1.15. in the event of overdue payment under the schedule of any credit product, contact shall be made solely for the purpose of determining the **Client's** whereabouts/contact information, and may be directed to any person recorded in the **Client's** application for the credit product (including applications for closed or cancelled credit products), such as family members, referees, contact persons, or others, and/or to any person depositing or transferring funds to the **Client's Account**—the payer;

8.11.1.16. in the event of overdue payment under any credit product, for the purpose of determining the **Client's** whereabouts/contact details, any **Third Party**, by sharing the **Client's** photograph/image stored with the **Bank**;

8.11.1.17. the **Client's** guarantor, provider of security, and/or any **Person** whose property secures performance of the **Client's** obligations. In such case, the information to be transferred may, together with **Data**, include information on the scope of the **Client's** obligations to the **Bank** and a copy of the relevant agreement concluded between the **Bank** and the **Client**;

8.11.1.18. a telecommunication (mobile) operator having a contractual relationship with the **Bank**, for the purposes of providing services via short text messages (SMS services);

8.11.1.19. courts/arbitration/the National Enforcement Bureau, and/or use the **Client's Data** as well as any document/information signed by the **Client** or confirmed in any form, in the event the **Client** breaches any obligation assumed under an agreement concluded with the **Bank** or where this is necessary to protect the **Bank's** business reputation and/or legitimate interests;

8.11.1.20. the **National Bank of Georgia** and the Dispute Resolution Commission operating within the **National Bank of Georgia** pursuant to the Organic Law of Georgia on the **National Bank of Georgia**, within their respective competence; the LEPL Financial Monitoring Service of Georgia, for the purposes defined by the Law on Facilitating the Prevention of Money Laundering and Terrorist Financing; tax authorities or relevant authorized organizations/services for the purposes of performing obligations under the **Agreement** between the Government of the United States of America and the Government of Georgia to Improve International Tax Compliance and to Implement the Foreign **Account** Tax Compliance Act (FATCA), the Multilateral Competent Authority agreement on Automatic Exchange of Financial **Account** Information (CRS MCAA), or relevant agreement on the automatic exchange of information on financial **Accounts** between Georgia and the respective jurisdiction; as well as any other authority and/or international organization for the purposes of performing relevant agreement concluded with the State of Georgia.

8.11.2. The **Client** is informed that, in the course of providing services, the **Bank** may transfer **Data** to any state or international organization or to a **Person** registered in a foreign country for the purpose of providing services to the **Client**.

8.11.3. The **Client** is informed that **Data** may be transferred to a country where adequate **Data** protection guarantees do not exist. This may occur where the **Bank** is otherwise unable to provide the relevant services to the **Client**. Such transfers may also take place in cases such as communication or service processes with the **Client** via networks or platforms such as Facebook, WhatsApp, Viber, Messenger, Zoom, or other similar platforms, as well as where, in the course of executing a transfer transaction, the intermediary **Bank**/receiving provider is located in such a country. In any event, international transfer of **Data** shall be carried out solely in accordance with the procedure prescribed by **Legislation**.

8.12. **Conditions for Data Processing and the Client's Rights**

8.12.1. The **Client** is aware that **Data** may be processed both directly by the **Bank** and, where applicable, by an authorized **Data** processor on the basis of an agreement concluded therewith.

8.12.2. The **Bank** shall be obliged to protect the **Client's Data** and to maintain the confidentiality (Banking secrecy) of information relating to banking operations and **Accounts** associated with the **Client** that becomes known to the **Bank** in the course of its business relationship with the **Client**, except as otherwise provided by **Legislation**. The **Bank's** obligation to maintain confidentiality shall remain in force after termination of this **Agreement**.

8.12.3. The **Bank** may process **Data** only to the extent necessary to achieve the purposes specified above. At the same time, **Persons** processing such information shall undertake to maintain the confidentiality of the information provided by the **Bank** and to implement appropriate technical and organizational measures to ensure adequate protection of **Data** against unauthorized or unlawful processing, accidental loss, destruction, and/or damage.

8.12.4. The **Parties** agree that the **Client's** consent expressed through various remote **Banking Service** channels and/or electronic/digital communication channels (including **ATM**, **Quick Payment Terminal**, **Internet Bank**, **Mobile Bank**, www.tbccredit.ge, **Telephone Service Center**, SMS code sent to the **Client's** mobile phone number, and other similar means) in relation to the processing of the **Client's Data** (including consent to the **Bank's** receipt and processing of the **Client's Data** held by the State Services Development Agency, **Credit Information Bureau**s, the Revenue Service, and other databases) shall have the same legal force as a written document executed on paper and confirmed by the **Client's** signature.

8.12.5. The **Client** acknowledges that it has the right to withdraw, at any time, the consent granted by it for the processing of **Data** by submitting a request via **Internet Bank**, **Mobile Bank**, the **Telephone Service Center**, and/or by registering a request for withdrawal of consent at a branch of the **Bank**. In the event of withdrawal of consent, where no other legal basis for **Data** processing exists, the **Bank** shall be entitled to refuse to provide services to the **Client** and/or to terminate any agreement of any type and content concluded with the **Client**, including termination of services provided via the **Electronic Signature** platform "Signify". At the same time, withdrawal of consent shall not invalidate the legal consequences that arose prior to such withdrawal and within the scope thereof.

8.12.6. The **Client** is aware of its rights provided for by **Legislation** and is entitled, at any time and in accordance with the procedure established by this **Agreement**, to request the **Bank** to cease the use of the **Client's Data** for direct marketing purposes; to request and obtain information regarding the **Data** processed in relation to the **Client**; to request rectification, updating, supplementation, blocking, restriction of processing or accessibility, and/or erasure or destruction of **Data** relating to the **Client**, where such **Data** is incorrect, incomplete, inaccurate, not up to date, where the authenticity or accuracy of the **Data** is disputed, or where the collection and processing of such **Data** has been/is carried out in violation of the **Legislation**; as well as to request **Data** portability (where automated processing is used and technically feasible) and/or to obtain copies of the **Data**.

8.12.7. The **Bank** shall not be liable for any consequences arising from the receipt of a notification sent by the **Bank** in accordance with the contact information provided by the **Client** by any other person.

8.12.8. The **Client** consents that any communication between the **Bank** and the **Client** and any telephone conversation conducted with the **Client** (including any request/**Application** of the **Client** relating to the receipt of Banking information, registration for the use of any **Banking Product**/**Service**, changes to registered **Data**, receipt of a **Banking** (including credit) **product** and/or execution of a transaction, and other similar matters) may be recorded and stored in the **Bank's** electronic **Data** systems and, in the event of a dispute, such recordings shall have evidentiary value and may be used as evidence. Recordings of telephone conversations shall be deemed the property of the **Bank** from the moment of their creation, shall be stored for the period and in the manner determined by the **Bank**, and, upon the **Client's** request or where relevant legal grounds exist, shall be disclosed or provided to the **Client** no later than within 10 (ten) **Banking Days** from receipt of a written request.

8.12.9. The **Client** is aware and agrees that photographs, video, and audio recordings obtained in the course of service provision constitute the property of the **Bank** and, where necessary, the **Bank** shall be entitled to use them as evidence for the protection of its interests.

8.12.10. The **Client's Data** shall be stored with the **Bank** in accordance with the procedure and for the periods established by **Legislation** and the **Bank's** internal documents.

8.13. **Profiling and Automated Data Processing**

8.13.1. The **Bank** shall be entitled to use automated data processing systems, including **Profiling**, for the purpose of making decisions related to the **Client** and the **Client's Banking Products** and/or **Services**. Such systems ensure the efficiency, consistency, and objectivity of decisions and compliance with applicable **Law** and the **Bank's** internal policies. Decisions made by automated data processing systems (hereinafter referred to as "**Automated Decisions**") may affect, inter alia, the availability, terms, and pricing of **Banking Products** and/or **Services** offered to the **Client**. **Automated Decisions** are based on data lawfully provided to the **Bank** by the **Client**, generated by the **Client's** use of the **Bank's Products** and/or **Services**, or obtained from **Third Parties** (including, without limitation, the **Revenue Service**, **Credit information bureaus**, and the **National Bank of Georgia**).

8.13.2. The **Bank** shall implement appropriate technical and organizational measures to ensure that **Profiling** and **Automated Decisions** are made transparently and securely, protecting the **Client's** rights and legitimate interests. **Automated processing** systems may incorporate elements of artificial intelligence or machine learning to improve system performance, and the **Bank** shall ensure that such systems operate accurately, fairly, and without discrimination

8.13.3. The **Bank** shall be entitled to use **Profiling** and automated **dzta** processing systems, including for the following purposes:

8.13.3.1. For direct marketing purposes, including offering **Banking Products**/**Services**, such as credit products, tailored to the **Client**;

8.13.3.2. For reviewing applications for the **Client's Banking Products**/**Services**, and for determining the pricing, commissions, and other commercial terms of such products/services;

8.13.3.3. For classification of **Clients** and analysis of current or expected behavior and needs, to improve **Banking Products**/**Services**;

8.13.3.4. For prevention and detection of fraud, money laundering, and other financial crimes;

8.13.3.5. For evaluation of credit applications and decision-making, including assessment of the **Client's** credit history and repayment capacity, and for determination/modification of credit limits;
8.13.3.6. For **Client** identification;
8.13.3.7. For compliance with instructions and requirements of regulatory authorities;
8.13.3.8. For designating an account as inactive and, if necessary, closing it.
8.13.4. Automated data processing shall be carried out only if the **Bank** has a legal basis for processing the **Client's** data.
8.13.5. The **Client** shall be entitled to:
8.13.5.1. Receive information on any decision resulting from automated processing, including **Profiling**, and on the logic applied in reaching such decision, as well as on the impact of data processing on the **Client** and its expected/probable consequences;
8.13.5.2. Object to a decision based solely on automated processing, including **Profiling**, which produces legal or similarly significant effects for the **Client**, except where the decision based on **profiling**:
(a) is based on the **Client's** explicit consent;
(b) is necessary for entering into or performing a contract between the **Client** and the **Bank**; or
(c) is required by **Law**.
In response to a relevant **Client** request, the **Bank** shall, within the limits permitted by **Law**, take reasonable and proportionate measures to protect the **Client's** rights, freedoms, and legitimate interests, including involving human intervention, except in cases specified under subparagraph (c) above. Additional information regarding these rights and the procedures for exercising them is provided in the **Bank's** Personal Data Protection Policy, available at the following **Website**: https://tbcbank.ge/ka/privacy-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**.

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.tbcbank.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 information and/or documentation provided by the **Client** to the **Bank** 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, **Order**, decision, instruction, 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 any of its affiliated **Persons** (which, for the purposes of this Clause, includes any **Person** who, in the **Bank's** assessment, including for sanctions-related purposes, due to business, family, or other close relationships, may influence such **Person** or its decisions, or directly or indirectly owns or controls such person), at any time prior to execution of this **Agreement** and throughout its term:
13.1.11.1. is not or shall not be included in any sanctions list maintained 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 referred to as the "Competent Authorities") (hereinafter – the "Sanctions List"), and no sanctions are or shall be applicable to them (for the purposes of this Clause, "sanctions" include, inter alia, any restriction, policy, prohibition, or other measure determined by the Competent Authorities);
13.1.11.2. is not or shall not be a resident of a state subject to comprehensive trade sanctions/restrictions imposed by the Competent Authority(ies);
13.1.11.3. has not entered into and shall not enter into, directly or indirectly, including through other **Persons**, any transaction (including facilitation thereof) with any **Person** or entity included or to be included in the Sanctions List or subject to sanctions, or which is a resident of, or operates in, a state 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** shall be obliged to immediately notify the **Bank** of any changes to its identification **Data**, contact information, status, or type of activity.
13.4. In the event that any representation made under this **Agreement** relating to sanctioned **Persons** proves to be incorrect, and the **Client's** actions constitute a breach or circumvention of sanctions and/or, in the **Bank's** assessment, create a risk of sanctions being imposed on the **Client** and/or its affiliated person(s), or if sanctions are imposed on any of the aforementioned **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 Competent Authority(ies) and to take any and all actions imposed or required by the Competent Authorities and/or bodies, including restricting the **Client's** ability to dispose of and/or manage any funds/assets, as well as terminating this **Agreement** and closing the **Accounts**.

13.5. **Policy on Anti-Bribery and Anti-Corruption and the Prevention of Facilitation of Tax Evasion**
13.5.1. The **Parties** declare and warrant that:
13.5.1.1. each of them, as well as their related **Persons**, conduct their activities in good faith and lawfully, in compliance with high ethical standards. The **Parties** have zero tolerance for corruption, tax fraud, tax evasion, and any other criminal activities, and exercise continuous control over such matters;
13.5.1.2. the **Parties**, as well as their related **Persons**, authorized **Persons**, and representatives, do not and shall not participate in any actions that involve the facilitation (directly or indirectly) of corruption, tax fraud, or tax evasion in any form;
13.5.1.3. each of them, as well as their related **Persons**, has not been convicted of or charged with corruption, tax fraud, tax evasion, or facilitation thereof;
13.5.1.4. 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**'s authorized person, representative, or related person, nor the imposition of sanctions provided for by **Legislation** (including potential criminal liability). At the same time, the **Parties** confirm that a **Party** shall not incur liability for the actions of an authorized **Person** or related **Person** if such **Person** did not act in the name of or upon the **Order** of that **Party**;
13.5.1.5. these representations and warranties shall remain in force until the full and proper performance of all obligations assumed by the **Parties** under this **Agreement** and any other agreement previously concluded between them, regardless of full or partial termination of such **Agreements**;
13.5.1.6. 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 threaten the full and proper performance of obligations assumed under this **Agreement**.

13.5.1.7. The **Client** is aware of the possible consequences that may arise from the provision by the **Client** of false, inaccurate, incomplete, or unfounded information.

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

13.5.1.9. 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. 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**.

14.3. 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.

14.4. 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**.

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

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

14.5.1.1. 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;

14.5.1.2. 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;

14.5.1.3. 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;

14.5.2. consequences arising from:

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

14.5.2.2. 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;

14.5.2.3. actions or omissions of a telecommunications operator, internet service provider, and/or any other person;

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

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

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

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

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

14.5.2.9. 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**;

14.5.2.10. 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**.

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 Fees** 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, Banking 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, **Overdraft**s, **Bank** loans, and any other credit products) and to pay to the **Bank** all **Commission Fees**, 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

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 **Account**s;
(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 Fees** 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 Banking details held with another **Bank** to which the **Bank** may transfer the balances held in the **Client's Account**s. 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 **Account**s, 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 Account**s;
17.5.4. block the **Client's Bank Account**(s) and/or restrict active operations on/from the **Account** (s) (including deposits/withdrawals, credits/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, credits/transfers, currency conversion, etc.:
17.8.1. if no banking operations are carried out on/from the **Account** (s) for a period of 1 (one) 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 agreement, security agreement, 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 **Information Material**s disseminated by the **Bank**. In the event of any inconsistency between the information contained in such **Information 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 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 fees and **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.**

21.2. 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 applicable **Legislation**.

21.2.4. The **Bank** shall ensure the posting of funds deposited and/or credited to the **Client's Account**s, 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** instruction 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 (instructions);

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. The **Client** (beneficiary) is entitled to request the restriction, via **Mobile Bank** and **Internet Bank**, of operations for crediting funds to the **Client's** (beneficiary's) **Bank Account** from the **Bank Accounts** of another **Bank Client** (payer). Such request shall be submitted by the **Client** (beneficiary) through one of the following **Bank** channels: (a) by submitting an **Application** at a service center; (b) via the contact center; (c) by sending a message through digital channels; or (d) by communicating with the **Bank** via e-mail. The request shall include the following unique identifiers of the payer: (a) IBAN **Account;** or (b) personal identification number; or (c) in the case of a non-resident, passport number.

21.2.7. Where a request under Clause 21.2.6 is submitted and the **Bank** makes a positive decision to satisfy it, the payer shall be unable to credit funds to the **Client** (beneficiary). The **Client** (beneficiary) shall be solely responsible for imposing

such restriction in relation to the payer, including for any consequences arising from the inability to fulfil monetary obligations. Upon a request by the payer for information regarding a delay in payment, the **Bank** is entitled to inform the payer that execution of the payment operation is impossible at the beneficiary's request.

21.2.8. The **Bank** is entitled not to impose the restriction provided for in Clause 21.2.6 or to revoke it at any time, including where grounds provided by **Legislation** exist. An initiative to revoke an imposed restriction shall be submitted to the **Bank** by the beneficiary. If the **Bank** does not independently decide to revoke the restriction, it shall remain in force until revoked by the beneficiary.

21.2.9. Where the **Bank** acts as the provider of services to the beneficiary **Client** (the beneficiary's servicing **Bank**) and the operation of posting funds to the beneficiary **Client's Account** is subject to a **Commission Fee**, the **Bank** is entitled not to post the full amount credited to the **Bank's Account** as the beneficiary's provider, to withhold the **Commission Fee** prior to posting the funds to the beneficiary's **Account** , and to post to the **Client's Account** the amount net of the **Commission Fee**. This provision constitutes an agreement between the **Bank** and the **Client** on the right to withhold **Commission Fee** for the purposes of the Law of Georgia on Payment System and Payment Services. The agreed form of informing the **Client** about the amount of the withheld **Commission Fee** is the publication of relevant information by the **Bank** on its **Website**. At the same time, the **Client** is not restricted from additionally requesting and obtaining information about the specific amount of the withheld **Commission Fee** by contacting the **Bank**.

21.2.10. 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.

21.2.11. In the **Internet/Mobile Bank**, when funds are credited to the **Bank's "Loyalty" Credit Card** or overdraft card from a card issued by another **Financial Institution** using a mobile telephone number, the posting of such funds to the **Customer's Bank Account** requires a certain period of time, independently of the **Bank's** processes, and the performance and/or repayment of any obligations owed by the **Customer** to the **Bank** shall be carried out from the moment the funds are actually posted to the **Customer's Bank Account**. Considering the above, the **Bank** shall not be liable for any delay arising due to the **Customer's** non-performance of obligations.

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 **Commission Fee** (service fees) 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 applicable **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 **Legislation** 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 **Orders** 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

22.1.1. Payment **Card** services shall mean the performance of Banking transactions by the **Client** or the **Cardholder**, other than by means of a business **Card**, using a "Visa" (Visa) or "Mastercard" (Mastercard) **Card** issued by the **Bank**. The **Card** is equipped with a 3D Secure service (a detailed description of the terms and conditions for using the service is available on the **Bank's Website**: https://www.tbcbank.ge/web/ka/web/guest/3d-security-service).

22.1.2. On the basis of this **Agreement**, the **Client** may receive 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 constitutes an integral part of this **Agreement**. At the same time, the **Bank** is entitled to hand over a **Plastic Card** to the **Client** upon confirmation by the **Client** of the **Plastic Card** handover–acceptance act by means of an SMS code or through any channel of the **Bank** (including a remote channel), which shall have legal force equivalent to a written document executed in written form, printed on paper and confirmed by the **Client's** handwritten signature on a physical document.

22.1.3. Upon issuance of the **Card**, the **Client's** mobile phone number, subject to the **Client's** consent, shall be registered with the **Bank's** SMS service (the terms and conditions for using the service are set out in the **Information Materials** distributed by the **Bank**).

22.1.4. The rules for using the **Card** are set out in detail on the **Website**s of the international payment systems "Visa" (Visa) and "Mastercard" (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. The identification of the **Cardholder** shall be carried out on the basis of the name and surname indicated on the surface of 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 in accordance with the expiry date indicated on the **Plastic Card**. The validity period of the **Card** shall expire after 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 **Bank** a service fee in accordance with the **Commission Fees** established by the **Bank**.

22.1.8. The **Client** shall be entitled to have several **Card Accounts** and to use several **Plastic Cards** 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 have the same **Account** number).

22.1.9. The **Bank** shall bear no liability for transactions carried out within the applicable limit by means of contactless chip **Cards**, without PIN entry and without chip verification.

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** (if any). In the event of over withdrawing the **Account** , the **Client**/**Cardholder** shall be obliged to pay the **Bank** the **Commission Fees** associated with such over withdrawing.

22.2.3. In the event of overdrawing funds, including in cases of over withdrawing arising from an **Automatic Overdraft** provided for under this Article 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 the information is caused by the fault of the **Client**/**Cardholder** and/or where the **Client**/**Cardholder** has changed their contact details (mobile phone 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. Upon the **Client's** written consent/**Application**, the issuance and provision of additional **Plastic Cards** linked to the **Card Account** shall be permitted. An additional **Plastic Card** shall be issued to another **Person** designated by the **Client** (the **Cardholder**), and the **Application** shall be signed by both the **Client** and the designated **Person** (the **Cardholder**).

22.2.6. The **Bank** shall have the right to link **Accounts** in different currencies to a single **Plastic Card** or to link multiple **Plastic Cards** to a single **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** for card operations 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** (whether primary or additional), the **Client** shall submit the relevant **Application** to the **Bank**, **Deposit** or credit the **Minimum Balance** (if any) to the **Account,** and pay the annual **Plastic Card** service fee in accordance with the **Commission Fees** determined 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 **Information Material**s.

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** (if any) 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**, together with all its terms and conditions, shall be automatically cancelled, provided that the **Card Account** constitutes the primary **Account** for the **Tariff package** and the **Client**/**Cardholder** does not have any alternative **Account** that may be designated as the primary **Account** of the **Tariff package** (current/**Card Account**).

22.2.10. The conditions provided for in Sub-Clauses 22.2.9.2–22.2.9.3 of this Clause shall not apply to the following **Plastic Cards**: TBC **Card**, TBC Concept **Card**, TBC Concept 360 **Card**. The digital version of such **Plastic Cards** shall be valid upon registration of the **Card**, independently of the **Plastic Card**. In the event of destruction of the **Plastic Card**, the electronic version of the **Card** shall remain valid until cancelled by the **Client** or until the expiry date of the **Card**.

22.2.11. Where the **Account** holder (the **Client**) and the **Cardholder** are not the same person, i.e. in relation to an additional **Card**:

22.2.11.1. the **Account** holder (the **Client**) shall be independently entitled to: obtain a new additional **Plastic Card**, request a change of currency priorities, open additional **Card Account**s, cancel an additional **Plastic Card**, close a **Card Account** , block/unblock an additional **Plastic Card**, collect an additional **Plastic Card** retained by an **ATM**, and change the **Card PIN Code** (the **Client** shall submit the relevant **Application** to the **Bank**);

22.2.11.2. the **Cardholder** shall be independently entitled to: obtain an additional **Plastic Card**, block an additional **Plastic Card**, unblock it (only where the additional **Plastic Card** has been blocked due to incorrect entry of the **PIN Code**), collect an additional **Plastic Card** retained by an **ATM** (only where the additional **Plastic Card** was left in the **ATM** by the **Cardholder** or was retained due to an **ATM** malfunction), and change the **Card PIN Code** (the **Client** shall submit the relevant **Application** to the **Bank**);

22.2.11.3. the **Account** holder (the **Client**) and the **Cardholder** shall jointly be entitled to request the issuance of a new additional **Plastic Card**.

22.2.12. The opening, renewal, closure of a **Plastic Card** and other operations related to a **Plastic Card** may be confirmed by the **Client** by means of an SMS code or another remote channel of the **Bank**, which shall have legal force equivalent to that of a written document executed in written form, printed on paper, and confirmed by the **Client's** handwritten signature on a material document.

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** (if any) 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). In the case of the

"**Loyalty**" **Credit Card**, conversion shall be carried out at the commercial exchange rate established by the **Bank** for the card system as of the settlement date (i.e., the date the transaction is reflected in the customer's Account(s)). Outside the **Bank's** network, conversion 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. In the event of using an automatic **Overdraft**, the **Client** shall be obliged to repay the utilized amount (received in the form of credit) in accordance with the conditions established by the **Bank** for repayment of the automatic **Overdraft**.

22.3.6. 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).

22.3.7. Where a **Card** is linked to several **Accounts** in different currencies and a credit/**Overdraft** limit is permitted on one of such currency **Accounts**, upon depositing or crediting funds to any of the **Accounts** linked to the **Card**, conversion between **Accounts** by the **Bank** on a unilateral (non-acceptance) basis shall be carried out only in the case provided for in Sub-Clause 21.3.2.3 of this **Agreement**. In all other cases, conversion between **Accounts** for the purpose of covering the credit/**Overdraft** limit shall be carried out by the **Client** independently.

22.3.8. 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**.

22.3.9. 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. At the time of blocking, where conversion is required, the commercial exchange rate established by the **Bank** for Card operations shall be applied (information on the exchange rate is available at the following **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 currency of the card **account**, 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 following **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 of time. Information regarding transactions performed by the **Client** may be obtained through the **Bank's** various remote channels.

22.3.10. If the amount of an instruction executed by the **Client** using the **card** (except for the "**Loyalty**" **Credit Card**) exceeds the balance available on the account corresponding to the currency specified in the instruction (or if no balance is held on 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 amount necessary to execute the transaction shall be accumulated from the relevant currency **Accounts** in accordance with the priority of currencies held on the Account, 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 (except for the "**Loyalty**" **Credit Card**) does not correspond to the transaction amount, a negative balance shall arise on the account in the relevant currency in the amount of the insufficient funds portion. Such negative balance shall be covered from the Account in the first-priority currency, and in the event that there are insufficient funds on such priority currency Account, 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 following **Website**: https://tbcbank.ge/ka/treasury-products?amount=100&ccyFrom=USD&ccyTo=GEL, and examples of conversions between **Card Accounts** are available at the following **Website**: https://tbcbank.ge/ka/accounts?openAction=3fOD9LqL5fmm6pkGvS0Z7w.

22.3.11. 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 **Cardholder**'s will, as well as in the event of loss or theft of the **Plastic Card**. The **Cardholder** 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 **Plastic Card** in accordance with the method selected by the **Cardholder**, 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 Transactions**) 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 operation/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 **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 both the primary and additional **Plastic Cards**.

22.4.3. During the validity period of the **Plastic Card**, the **Cardholder** shall be obliged to compensate for damage arising from **Unauthorized Transactions** 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 **Cardholder** shall be obliged to pay the **Commission Fees** 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 an **Application** confirmed by an SMS code, 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 credited to the **Account shall** be returned to the **Client** immediately upon the **Client's** request, only after full repayment of all outstanding liabilities owed to the **Bank**. For the purposes of transferring funds (balances) from the **Card Account,** the condition provided for in Sub-Clause 17.4 of this **Agreement** (the **Bank's** authority) shall apply. If the **Card Account constitutes** the primary **Account for** a **Tariff package** and the **Client** does not have any alternative **Account that** may be designated as a primary **Account (**current/**Card**), if such **Card Account is** designated as a loan repayment/ **Commission Fees** debit **Account,** is linked to an on-demand **Deposit**, or if turnover (credit transactions) is recorded within 30 (thirty) days from cancellation of the **Plastic Card**, the **Card Account shall** not be closed;

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 **Cardholder** 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 **Cardholder** shall be entitled to refuse monitoring of their **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 **Plastic 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 applicable **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**/ **Plastic 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 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. In the event that the **Client** is employed by an enterprise/organization participating in the **Bank's Payroll Project**, under this **Agreement** the **Client**/**Cardholder** grants authority to the director of the enterprise/organization (a **Person** vested with representative authority), on behalf of the **Client**/**Cardholder**, to:

22.5.6.1. Sign and submit to the **Bank** an **Application** for the issuance/renewal of a payroll **Plastic Card** and/or for the granting of an **Overdraft**/credit limit and/or a **Payment Order** on the basis of which the conversion of funds credited in national currency to the **Client's**/**Cardholder**'s payroll **Account** into foreign currency shall be carried out in accordance with the exchange rate established by the **Bank**;

22.5.6.2. Receive (take delivery of) from the **Bank** and transfer to the **Client**/**Cardholder** the payroll **Plastic Card**, the **PIN Code**, and/or a telephone code.

22.5.6.3. The director of the enterprise/organization employing the **Client**/**Cardholder** (a **Person** vested with representative authority) shall be entitled to delegate the authority described in Sub-clause 22.5.6 of this **Agreement** to the **Account** ant of the enterprise/organization and/or another person.

22.5.7. 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.

22.5.8. In the cases provided for in Sub-clause 22.5.7 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.**

22.5.9. The **Client**/**Cardholder** shall not have the right to request reimbursement as provided for in Sub-clause 22.5.7 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.

22.6. **Promotional Draws; Loyalty Program**

22.6.1. The **Bank** shall be entitled, from time to time, to implement promotional projects/programs in relation to **Cards**/**Banking Products**, which may provide for the accrual of loyalty points to the loyalty points balance and the possibility of redeeming such points at merchant/service outlets when the **Client** purchases goods/services using **Cards** and makes payments via the **Bank's POS Terminal**/**E-Commerce** terminal.

22.6.2. The goods/services to which the promotional program applies (if any) shall be determined by the **Bank** at its sole discretion, and the relevant information shall be published on the **Bank's Website** (www.ertguli.ge). The **Client** hereby declares and confirms that he/she is familiar with the rules and procedures set forth on the said **Website**, fully agrees thereto, and acknowledges them as an integral part of this **Agreement**. The said **Website** also provides access to the list/information of partner companies, information on the ongoing promotional program (including the **Cards** participating in the program), and the rules/procedures for the accrual and redemption of loyalty points to/from the loyalty points balance.

22.6.3. Redemption of points credited to the loyalty points balance means payment by the **Client** for goods/services purchased by transferring (converting into national currency) the value of the goods/services to the **Client's** current/**Card Accounts** from the loyalty points balance, as well as, within the framework of the promotional program, payment for goods/services purchased by the **Client** at the merchant/service outlets (including online stores) of the **Bank's** partner companies via **Mobile Bank** (by QR code) using the points credited to the loyalty points balance (through the **Bank's POS Terminal**/**E-Commerce** terminal) (hereinafter – "Points Redemption").

22.6.4. The **Client** acknowledges that the implementation of the promotional project/program referred to in Sub-clause 22.6.1 of this **Agreement**, as well as the accrual of points to the loyalty points balance and/or the redemption of points within the framework of the promotional project/program (including satisfaction of the **Client's** request to transfer points to current/**Card Accounts**), does not constitute an obligation of the **Bank** and, accordingly, does not give rise to any right of the **Client** to require the **Bank** to perform any obligation in connection with the promotional project/program/points accrual/redemption. Accordingly, the **Bank** shall be entitled, at its discretion, not to credit points to the **Client's** loyalty points balance and/or to restrict the redemption of points credited to the loyalty points balance / cancel credited points (including in cases of suspicious transactions). The **Bank** may exercise the rights granted under this Sub-clause also in cases where the **Client** uses the **Card** (which, when used in accordance with the terms of this **Agreement**, gives rise to the accrual of points to the loyalty points balance) for entrepreneurial purposes.

22.6.5. rules and procedures posted on the **Website** referred to in Sub-clause 22.6.2 of this **Agreement** constitute an integral part of this **Agreement**.

22.6.6. The **Bank** shall be entitled to make amendments and additions to the promotional programs related to **Cards**, including to the rules and procedures thereof, to change the program name, the scheme of points accrual and redemption, and to terminate the promotional program unilaterally, at its sole discretion, by publishing the relevant information on the **Bank's Website** (https://tbcbank.ge/ka/loyalty)

22.6.7. The **Bank** shall be entitled to automatically include the holders of **Cards** (debit/credit **Cards**) in the ongoing promotional program. The **Client** shall, however, be entitled at any time to opt out of participation in the program by providing the relevant information to the **Bank** through a branch, **Telephone Service Center**, or **Internet Bank**.

22.6.8. The **Bank** shall be entitled, at any time, to unilaterally debit from the **Client's** loyalty points balance/any of the **Client's Accounts** the amount credited in error based on loyalty points, without requiring additional consent.

22.7. **Digital Card**

22.7.1. Service using a **Digital Card** refers to the execution of banking operations by the **Client** through a virtual (non-physical) **Card** issued by the **Bank** (hereinafter – "**Digital Card**") via remote **Banking Service** channels (including **Internet Bank**/**Mobile Bank**). By adding the **Digital Card** to Apple Pay/Google Pay, the **Client** shall be able to make payments at **POS Terminals** and/or withdraw cash from **ATMs** within the limits pre-determined by the **Bank**. The **Client** may withdraw cash using the **Digital Card** outside Georgia only at **ATMs** that support cash withdrawals via Apple Pay/Google Pay.

22.7.2. The **Client** may request the issuance and activation of a **Digital Card** on an existing **Card Account** (or open a new **Card Account** for activation of the **Digital Card**) in accordance with the procedures and conditions established by the **Bank** (detailed information, including rules/conditions for using the **Digital Card** and procedures of international payment systems, is available on the **Bank's Website**: https://tcbBank.ge/ka/Cards/digital-Card).

22.7.3. The validity period for using the **Digital Card** shall be determined by the term of the **Digital Card** as recorded in the channels designated for its use (including **Internet Bank**/**Mobile Bank**). The **Client** may also obtain information about the full details of the **Digital Card** (**Card** number, identification code) via the channels designated for its use (including **Internet Bank**/**Mobile Bank**).

22.7.4. For using the **Digital Card**, the **Client** shall pay the **Bank** the service fee in accordance with the **Commission Fees** established by the **Bank**.

22.7.5. The **Digital Card** is equipped with a 3D security service (detailed description of the rules/conditions for using the service is available on the **Bank's Website**: https://www.tbcbank.ge/web/ka/web/guest/3d-security-service).

22.7.6. All provisions of this **Agreement** that are substantially consistent with (and not contrary to) the nature of virtual payment **Card** services shall apply to the **Digital Card**

22.8. **Card-Related Offers**

22.8.1. **Cardholders** of "Visa" and "Mastercard" shall have the opportunity, during the validity period of the **Card**, to additionally use various services (offers) that constitute supplementary **Card** benefits, including, but not limited to, complimentary access to VIP lounges at airports worldwide (so-called business lounges).

22.8.2. The services provided under the offers shall be rendered through third **Parties** ("Visa"/"Mastercard" partner companies, and in the case of lounges – lounge operators), who independently determine the terms and conditions of the services; accordingly, the **Bank** shall not be liable to the **Client** or any **Third Party** for the quality, delays, or interruption of such services.

22.8.3. The terms of the offers are determined by "Visa"/"Mastercard," which shall be entitled, independently of the **Bank**, to change such terms at any time. Information regarding the offers is posted on the **Bank's Website** (www.tbcbank.ge). The **Bank** shall not be obligated to notify the **Client** about the terms of the offers or any changes made thereto.

22.9. **Digital Wallet**

22.9.1. Service via Digital Wallet means:

22.9.1.1. Using a software module/**Application** (hereinafter – "Program") installed on the **Client's** mobile phone or "Garmin" smartwatch (hereinafter – "Smartwatch") via Apple Pay/Google Pay/Garmin Pay, without the **Client** being physically present at the **Bank**, to perform banking operations determined by the **Bank**;

22.9.1.2. Performing various banking operations/withdrawing funds at **ATM**s, **POS Terminals**, or fast payment terminals that support contactless transactions, within the limits set by the **Bank**, without using a **Plastic Card**;

22.9.1.3. Receiving information regarding banking operations performed through the Program.

22.9.2. The procedure for activating the Digital Wallet on the mobile phone or Smartwatch, the necessary requirements for using the Program, and the rules of use are described in detail in the **Information Material**s posted on the **Bank's Website** (www.tbcbank.ge)

22.9.3. The provisions of this **Agreement** apply to the Digital Wallet service.

22.9.4. **Client** Identification:

22.9.4.1. The **Client** authorizes access to **Banking Services** (via the Program) using a passcode, fingerprint, or **PIN Code**, as described in the **Information Material**s on the **Website** specified in Clause 22.9.2;

22.9.4.2. Use of the passcode/fingerprint/**PIN Code** is mandatory for **Authorization** in the Program and, in certain cases, for confirming banking operations performed through the Program;

22.9.4.3. The **Client** must maintain the confidentiality of their passcode/**PIN Code** and prevent third-**Party** access;

22.9.4.4. Prior to transferring the mobile phone/Smartwatch to another person, the **Client** must delete the Program from the device or deactivate their **Accounts** via the Program;

22.9.4.5. In case of disclosure of the passcode/**PIN Code** or loss of the mobile phone/Smartwatch, the **Client** must immediately notify the **Bank** via the Call Center at +995 32 227 27 27 or by visiting a **Bank** branch;

22.9.4.6. If the passcode/**PIN Code** or mobile phone/Smartwatch becomes accessible to a **Third Party** due to the **Client's** fault, the **Bank** is released from any liability for consequences arising therefrom;

22.9.4.7. Upon verbal (phone) or written notification from the **Client** regarding disclosure of the passcode/**PIN Code** or loss of the phone/Smartwatch, the **Bank** must suspend (block) the Digital Wallet service on the **Client's Accounts** until receiving a new **Order** from the **Client**. In case of verbal notification, the **Client** will be identified according to the rules and requirements established by the **Bank**.

23. Transfers and Payments

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 Website**s (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**, call 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 service 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 Fees** 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 instruction 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 (including through the use of the Visa+ service) 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, while a transfer through the Visa+ service may be made by a **Client** who uses **Mobile Bank** and has an **Account** opened with the **Bank**.
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**).
23.3.7. When using a Visa+ transfer, the **Bank** may, if the **Client** grants access, process the contact data stored on the **Client's** device solely to identify Visa+ aliases, so that the **Client** can see which persons in their contact list use a Visa+ alias and to which of them funds may be transferred through the Visa+ service.

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 **Information Material**s 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 Fees** 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 Information Material**s;
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 Information Material**s.
23.4.8. The **Bank** shall have the right to:
23.4.8.1. Not execute an automatic transfer if there are insufficient funds in the **Client's Account** (s);
23.4.8.2. Not execute an automatic transfer in cases provided by **Legislation** or if there is an outstanding debt owed to the **Bank**;
23.4.8.3. Establish, through the **Information Material**s 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.

23.5. **Palm Payment**
23.5.1. The Palm **Payment** service is a biometric payment method whereby the **Client**, using a special device/terminal installed at a commercial/service establishment (hereinafter, for the purposes of this Article, referred to as the "**Company**") and through palm identification, makes a payment without presenting a **Card** and/or digital wallet (hereinafter referred to as the "**Palm Payment**"). The payment is completed by transferring funds from the **Client's** Linked **Account** to the **Company's** account.
23.5.2. The **Palm Payment** service may be used provided that the **Client** has successfully completed the registration process for the **Palm Payment** service and fully satisfies the criteria and requirements established by the **Bank**.
23.5.3. The **Palm Payment** service may be used solely by the **Client**. The registration of a **Third Party's** palm in connection with the **Client's** Linked **Account** is prohibited.
23.5.4. The **Bank** shall be entitled, at any time and without the **Client's** prior consent, to suspend or terminate **the Palm Payment** service, in whole or in part, including where there are reasonable grounds to question the authenticity of a Transaction.
23.5.5. If verification of the **Client's** palm is unsuccessful or a payment made using this method is declined for any reason, the **Client** may make the payment using other available means/instruments of payment.
23.5.6. **Linked Account**
23.5.6.1. By selecting the **Linked Account**, the **Client** expressly agrees that the amount of each subsequent **Palm Payment** shall be debited from that **Linked Account** on the basis of successful palm identification.
23.5.6.2. The **Client** shall be entitled to change the **Linked Account** at any time through **Mobile Bank**. Until such change is made, **Palm Payments** shall be made from the most recently selected **Linked Account**.
23.5.6.3. he **Client** shall bear full responsibility for any consequence/loss arising where the holder of the palm and the holder of the **Linked Account** are not the same person, or where the **Client** has allowed a **Third Party** to dispose of funds in the **Client's Linked Account** using the **Third Party's** palm.
23.5.6.4. A refund of an amount paid through **Palm Payment** shall be made to the **Account** most recently linked by the **Client** to the **Palm Payment** service.
23.5.7. **Consent to the Processing of Biometric Data**
23.5.7.1. By registering for/activating the **Palm Payment** service, the **Client** agrees and confirms that, for the purpose of providing the service, the **Bank** processes the **Client's** palm biometric data in accordance with applicable law, including the Law of Georgia on **Personal Data Protection**, and the **Bank's Privacy Policy**.
23.5.7.2. The **Client** confirms that the **Client** has been informed of the purpose and duration of the processing of the **Client's** biometric data and voluntarily consents to such processing.
23.5.7.3. The **Client** shall be entitled, at any time, to withdraw the consent granted by the **Client** and deactivate the **Palm Payment** service through **Mobile Bank**. Upon withdrawal of consent/deactivation, the **Bank** shall ensure the deletion of the palm biometric data in accordance with the procedure established by applicable law and the **Privacy Policy**.

23.5.7.4. The **Bank** shall process Confidential Information and personal data, including biometric data, in accordance with its Privacy Policy.
23.5.8. The **Bank** shall be entitled to:
23.5.8.1. unilaterally amend the **Client's** registration terms and conditions at any time;
23.5.8.2. establish/restrict per-transaction and daily limits for **Palm Payments**.
23.5.9. The **Client** shall be obliged to:
23.5.9.1. ensure the security of the mobile device;
23.5.9.2. immediately notify the **Bank** of any suspicious incident or unlawful processing of personal data.
23.5.10. The **Bank** shall not be liable for any **Palm Payments** made by the **Client** in breach of the terms and conditions set out in this Article.

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. Obtain information about various **Banking Products** (including credit products) and, optionally, confirm them or execute transactions related to those **Banking 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 24.1.2 of this **Agreement**.
24.1.7. **Client** Identification:
24.1.7.1. The **Client** is provided with the **Data** required to access **Internet Bank** (hereinafter "Identification **Data**") either in a sealed envelope or via remote channels. This **Data** is used to identify the **Client** when logging into the **Bank's Website**. Without entering this information in the designated "login" fields on the **Website**, no **Account** information will be disclosed, banking operations cannot be performed, and registration for services will not be possible.
24.1.7.2. To protect the **Client's** information and the security of operations, the **Bank** may establish additional mechanisms for **Client** identification, including the use of codes generated by devices provided by the **Bank** or other types of codes for certain services.
24.1.7.3. Both the **Bank** and the **Client** are obliged to maintain the confidentiality of the Identification **Data**.
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 instructions are received from the **Client**.
24.1.7.6. When the **Client** opens a new **Account** at the **Bank**, **Internet Bank** services will be activated automatically using the existing Identification **Data**.
24.1.7.7. 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**.
24.1.7.8. 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 Order**.

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. Frequently change the password, not disclose the password, code, or identification code generated by the **Bank**-provided device, and not store these **Data** on a computer or any other device (including mobile phones), preventing access by third **Parties**;

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.

24.1.11. 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**.

24.2. **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**;

24.2.1.5. Execute banking operations using a QR code, specifically for cash withdrawal at **ATM**s or payment for goods/services at retail/service locations.

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

24.2.7.3. Before handing over their mobile phone to another person, the **Client** must delete the installed **Banking program** from the mobile device's memory.

24.2.7.4. In case of loss of the mobile phone, the **Client** must immediately notify the **Bank** in writing.

24.2.7.5. 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.

24.2.7.6. Upon verbal (via call 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).

24.2.7.7. 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. When making utility payments via **Mobile Bank**, the **Client** must enter the subscriber number in the correct format. Otherwise, the **Bank** is entitled to cancel the transaction and return the paid amount to the **Client's Account** .

24.2.8.4. 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.

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

24.2.8.6. The **Bank** shall not be liable for any consequences arising from a **Third-Party** sending messages/transaction, 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.

24.2.8.7. 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 (Call 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. Performing various banking operations within established limits;

24.3.1.4. Changing contact information (including phone number, email address, etc.);

24.3.1.5. Opening or closing settlement (current) and/or **Deposit Accounts**;

24.3.1.6. Expressing the intention to receive or cancel various **Banking Products** (including credit products) by submitting an **Application** to the **Bank**;

24.3.1.7. Submitting an **application** for the return of funds retained in an **ATM**.

24.3.2. Telephone service applies to all of the **Client's Bank Accounts**. If the **Client** does not wish to receive telephone service for any **Account,** they must notify the **Bank** in writing or using another method provided by this **Agreement** (including recording the request at the Call Center).

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

24.3.4. **Client** Identification

24.3.4.1. 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.
24.3.4.2. **Client** identification is required both for telephone service and prior to providing any other **Banking Services** or registration for various **Banking Products** (electronic services).
24.3.4.3. Without completing the identification procedure, the **Client** cannot receive telephone service described in 24.3.1 (except in cases specified in 8.8).
24.3.4.4. 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.
24.3.4.5. The **Bank** may refuse telephone service to anyone who does not or cannot complete the identification procedure.
24.3.4.6. 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.
24.3.4.7. When the **Client** opens a new **Account**, telephone service will be provided using existing procedures. In this case, no new agreement is signed, and the terms of this **Agreement** apply to the new **Account**.
24.3.4.8. For **Client** identification purposes, the **Bank** may establish additional requirements at its discretion. If these requirements are not met, the **Client** will not be able to receive the services described in 24.3.1.
24.3.5. **Client** Declarations, **Orders**, and Consents
24.3.5.1. The **Client** authorizes and instructs the **Bank** that, after completing the identification/verification procedure via telephone:
24.3.5.2. The **Bank** may provide information regarding the **Client's Accounts**;
24.3.5.3. Execute, on the **Client's Order**, operations permitted under telephone service.
24.3.6. The **Parties** agree that any banking operations executed using voice authentication has the same legal effect as a written document signed on paper.
24.3.7. 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 Service (Mail Banking)**
24.4.1. Remote **Banking Service** (**Mail Banking**) refers to the execution of banking operations, the registration of **Order** 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 Fees** 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 message 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 **Bank**ing 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 **Bank**ing), 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 **Bank**ing (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. The **Client** who applies to the **Bank** for the provision of any service (service/product) and/or uses the above-mentioned service (service/product) shall have the Short Message Service (SMS Service) automatically activated, provided that the **Client's** telephone number is registered in the **Bank's** system.

24.5.3. In **Order** to cancel the Short Message Service (SMS Service) or to change the mobile telephone number, the **Client** must perform one of the following actions:

24.5.3.1. Visit a branch of the **Bank**;

24.5.3.2. Contact the **Bank's Telephone Service Center**;

24.5.3.3. Send a notification to the **Bank** via **Internet Bank** from the relevant personal settings page.

24.5.4. The Short Message Service (SMS Service) shall be governed by the terms and conditions of this **Agreement**, subject to the exceptions set forth in this Article.

24.5.5. The terms and conditions set forth in Article 24.5 of this **Agreement** shall apply to all of the **Client's 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 **Information Material**s 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**;

24.5.8.4. Maintain sufficient funds in the **Account** (s) to cover the Service fee applicable to the SMS Service.

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

24.5.9.1. Upon receipt of a notification from the **Client** submitted orally (by telephone), in writing, or via **Internet Bank** regarding a change of the telephone number or the loss of the mobile telephone device and/or SIM **Card**, ensure suspension of the Short Message Service (SMS Service) until receipt of the **Client's Application** for restoration of the service. In the event the **Client** submits an oral (telephone) **Application** to the **Bank**, the **Client's** identification shall be carried out in accordance with the procedure set forth in Clause 24.3.4 of this **Agreement**.

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 **Information Material**s disseminated by the **Bank**), or if the **Client** has outstanding indebtedness to the **Bank**;

24.5.9.4. 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 Fees** and other charges));

24.5.9.5. Send the **Client** any type of short text message (both chargeable and free of charge). In the event the **Client** does not use a chargeable SMS Service, the **Client** shall not pay for short text messages sent at the **Bank's** initiative;

24.5.9.6. Effect the closure of a current **Account** based on confirmation of such operation by the **Client** via an SMS code, which shall have legal force equivalent to a document executed in written form, printed on paper and confirmed by the **Client's** handwritten signature.

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 **Bank**ing 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** guarantees the secure storage and protection of the electronic document (**Payment Order**) of a Banking transaction confirmed by the **Client** via an SMS code.

24.5.13. The **Client** agrees that, on the basis of confirmation via an SMS code, second and additional **Accounts** may be opened for the **Client**.

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. **Tariff Package**

25.1.1. 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**.

25.1.2. 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.

25.1.3. 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 any additional benefits accrued on a particular **Deposit**).

25.1.4. 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**.

25.1.5. 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**.

25.2. **Payroll Project**

25.2.1. 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").

25.2.2. 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**.

25.2.3. 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).

25.2.4. 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**.

25.2.5. 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.

25.2.6. 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**.

25.2.7. 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.

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

25.2.8.1. 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**;

25.2.8.2. 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;

25.2.8.3. Immediately notify the **Bank** in writing of the termination of employment (departure from the organization) of any **Employee**;

25.2.8.4. 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;

25.2.8.5. Pay the **Bank** the cash withdrawal **Commission Fees** via **Cards** issued under the **Payroll Project** for the **Client's** Employees, if such Fees are provided for in the **Client's Application** for participation in the **Payroll Project**;

25.2.8.6. 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);

25.2.8.7. 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;

25.2.8.8. 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;

25.2.8.9. 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**;

25.2.8.10. Receive from the **Bank** and deliver to the **Client's Employees Plastic Cards** and/or other documents related to participation in the **Payroll Project**.

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

25.2.9.1. Transfer funds to the **Employees' Accounts** no later than the second/next **Banking Day** following Receipt of the **Payment Order** referred to in Clause 25.2.8.2 of this **Agreement**.

25.2.9.2. The **Client** and the **Bank** mutually agree that, for the full performance of the obligations set forth in Clauses 25.2.8.6–25.2.8.10 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 25.2.8.6–25.2.8.10 on behalf of the **Bank**. The **Client** or the designated **Employee** shall be obliged to:

25.2.9.3. 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";

25.2.9.4. 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;

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

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

25.2.9.7. Diligently, properly, and fully perform the actions described in Clauses 22.2.6–22.2.10 of this **Agreement**.

25.2.10. 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 22.2.6–22.2.10 of this

Agreement, while the **Person** designated under Clause 25.2.9.2 shall be obliged to perform the actions described in Clauses 22.2.6–22.2.10 of this **Agreement** in respect of the **Client's** new **Employee**.

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. To receive **Deposit** services, the **Depositor** must hold a settlement **Account** (current, **Card**, transactional, or other similar **Account**).

26.1.4. With the **Client's** consent, a **Deposit** termination request may be confirmed by the **Client** using an SMS code confirmation function, which shall have the same legal force as a written document signed by the **Client** in physical form.

26.1.5. Accrual of Interest on Deposits

26.1.5.1. 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 **Information Materials** published by the **Bank**.

26.1.5.2. 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**.

26.1.6. **Bank's** Obligations:

26.1.6.1. Accept the **Deposit** and credit interest thereon in accordance with this **Agreement**;

26.1.6.2. 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.

26.1.7. **Bank's** Rights:

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

26.1.7.2. 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;

26.1.7.3. 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**;

26.1.7.4. 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**);

26.1.7.5. 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;

26.1.7.6. 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.

26.2.9. The interest rate for a "Child's" **Deposit** shall be fixed for one year from the date of **Deposit** opening (or execution of the **Agreement**). Upon the expiry of one year from the **Deposit** opening (or execution of the **Agreement**), the interest rate of the **Deposit** shall change to the rate established by the **Bank** at that time for "Child's" Deposits (the **Bank's** standard applicable rates). The rule provided in this Clause regarding changes in the interest rate shall apply annually for each subsequent year during the term of the **Deposit**.

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.

26.4. **Accumulation Service "My Moneybox"**

26.4.1. The Accumulation Service "My Moneybox" is a **Banking Service** that enables the **Client** to accumulate funds in a **Deposit** according to a pre-determined accumulation scheme (hereinafter – the "Accumulation Scheme").

26.4.2. To activate the "My Moneybox" Accumulation Service, the **Client** must appear at the **Bank** and/or submit an **Application** in another form acceptable to the **Bank** (based on an **Application** submitted via **Internet Bank** and/or other remote/electronic communication channels determined by the **Bank**).

26.4.3. Activation of the "My Moneybox" Accumulation Service is permitted only for an **Account** to which a **Card** is registered (Visa or Mastercard debit **Card**).

26.4.4. The activation date, term, accumulation scheme, and other details of the "My Moneybox" Accumulation Service shall be determined by the **Application**.

26.4.5. By submitting the **Application**, the **Client** selects the **Deposit** to which the "My Moneybox" Accumulation Service is to be activated. The **Client** also specifies in advance via the **Application** whether the simple Accumulation Service "My Moneybox" shall apply to every newly opened **Account.** If the **Client** has multiple active Accumulation Schemes, all existing schemes shall be automatically activated for each newly opened **Account.** The **Client** has the right to change, correct, or cancel the **Application** of the simple Accumulation Service "My Moneybox" to **Accounts** at any time.

26.4.6. The Accumulation Scheme may be of two types: 1) Fixed-unit Accumulation Scheme - a method whereby, after each transaction, the amount corresponding to the fixed unit specified in the **Application**, in the transaction currency, shall be automatically transferred to the selected **Deposit**; and 2) Rounding Accumulation Scheme - a method whereby, after each transaction, the transaction amount is rounded up to the nearest integer in the transaction currency, and the difference between the transaction amount and the rounded amount is transferred to the **Deposit** selected by the **Client**.

26.4.7. The **Client** may activate multiple Accumulation Scheme on one **Account** and/or across multiple **Accounts**. In case of multiple Accumulation Scheme, if the **Account** balance is insufficient to execute all schemes, the transfer to the **Deposit** shall occur according to the fixed-unit Accumulation Scheme.

26.4.8. After the execution of a transaction, the accumulated amount shall be transferred in full to the **Deposit** selected by the **Client**. If the **Account** balance after the transaction is less than the accumulated amount, partial transfer of the accumulated amount or deferred transfer (postponed transfer) shall not occur.

26.4.9. If the **Application** specifies more than one selected **Deposit**, the accumulated amount (the amount to be transferred under the Accumulation Scheme, i.e., the amount corresponding to the fixed unit specified in the **Application** in the

transaction currency and/or the difference between the transaction amount and the rounded amount) shall be distributed proportionally among the selected deposits. If any selected **Deposit** is closed, the accumulated amount shall be proportionally redistributed among the remaining active selected deposits. If the currency of a selected **Deposit** differs from the transaction currency, the **Bank** may perform a currency conversion at the commercial rate available at the **Bank** at the time of conversion, and the converted amount shall be transferred to the selected **Deposit**. If the **Client** does not have sufficient funds in the **Account** in the transaction currency, the **Bank** may refuse to transfer the accumulated amount to the selected **Deposit**.

26.4.10. The **Bank's Accumulation Service** "**My Moneybox**" shall be cancelled upon the closure of all **Accounts** on which this service is activated and/or upon the closure of all selected deposits for which the **Accumulation Service** "**My Moneybox**" has been activated for the purpose of accumulating funds.

26.4.11. The accumulated amount shall be transferred to the selected **Deposit** on the next Business Day following the completion of the transaction and its reflection in the **Bank** statement.

26.4.12. The **Client** may terminate the "My Moneybox" Accumulation Service by confirming the operation via SMS code, which shall have the same legal effect as a document executed in writing, printed on paper, and signed by the **Client** as a material document.

26.4.13. For the purposes of Clause 26 of this **Agreement**, the term "**Deposit**" means a **Bank Account** on which funds placed on demand or for a fixed term (including a "Child's **Deposit**") are recorded and to which, according to the **Bank's** applicable rules, additional funds may be added. The term "Transaction" means a debit operation conducted with a **Card** as a means of payment between the **Cardholder** and the seller/service provider for the purchase of goods or services. The term "Transaction" does not include currency conversion, transfer of funds between the **Client's Accounts**, or withdrawal from the **Bank's** cash desk, except where the funds are withdrawn from a branch via a **POS Terminal**.

26.4.14. Upon the cancellation of the **Accumulation Service** "**My Moneybox**" the **Deposit** for which the service was activated for the purpose of accumulating funds shall be automatically terminated prior to its maturity.

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. 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.

27.1.3. 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.

27.1.4. Based on the circumstances listed in sub-clauses 27.1.1 – 27.1.2, 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**).

27.1.5. 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**.

27.1.6. 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 Fees** 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. Demand the delivery of the pledged or mortgaged asset and, after its delivery, dispose of the pledged/mortgaged asset through direct sale or by other means provided under the Civil Code of Georgia, applying the proceeds, after covering the costs of realization, to repay the credit. If the proceeds from the sale of the pledged/mortgaged asset are insufficient to cover the **Client's** debt in full, the **Bank** shall have the right to enforce its claim against any other property of the **Client**/ **Borrower** (any asset or intangible property of the **Client**).

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 Fees**, 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 Fees** 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 Fees** 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 Fees** 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 Fees** (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 Fees** 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 Fees**/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 **Commission Fees** 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. 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**:

27.1.25.1. Gives prior consent to perform any action related to changing the insurer, or to terminate or renew the insurance relationship/contract with the insurer, at the **Bank's** request;

27.1.25.2. Agrees that the **Bank** may, in accordance with Clause 21.3.2 of this **Agreement**, debit the insurance premium monthly from any of the **Client's**/**Cardholder**'s **Accounts** in favor of the insurer (insurance company). In the case of debiting from a foreign currency **Account**, the equivalent shall be determined according to the exchange rate set by the **Bank** on the day of debit.

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

27.1.26.1. 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;

27.1.26.2. 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);

27.1.26.3. 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**;

27.1.26.4. 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.

27.1.26.5. 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 block the **Bank** account(s) of the borrower, co-borrower, and/or the **Client's** guarantor(s), by restricting active transactions on/from such **Account**(s) (including withdrawals, transfers, currency conversion, and other transactions). Only crediting/depositing of funds into such **Account**(s) shall be permitted.

27.1.26.6. 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.

27.1.27. 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.

27.1.28. 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**.

27.1.29. 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.

27.1.30. If the **Client** has multiple obligations to fulfill simultaneously (e.g., repayment of several credits on the same date), the **Client** shall have the right, for each such occurrence, to submit a request to any **Bank** branch/service center prior to repayment and request that the obligations be settled in the **Order** of priority desired by the **Client**. If the **Client** does not exercise this right, the **Bank** shall allocate payments according to the following priority: first, any outstanding liabilities related to credit products (if any); thereafter, amounts payable related to credit **Cards**/**Overdrafts**; next, unsecured credits; and finally, secured credits. 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:

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

27.2.1.2. 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;

27.2.1.3. Any precondition, additional condition, or request imposed by the **Bank** on the **Client** is not fulfilled or is violated;

27.2.1.4. The **Client** undertakes any obligation without the prior written consent of the **Bank**;

27.2.1.5. The **Client** misuses any credit product received under any additional agreement (violates the intended purpose);

27.2.1.6. The **Client's** capital is significantly reduced;

27.2.1.7. Any significant change occurs in the **Client's** ownership without the **Bank's** prior written consent;

27.2.1.8. 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;

27.2.1.9. A significant portion of the **Client's** assets (twenty percent or more) is disposed of without the **Bank's** prior written consent;

27.2.1.10. 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;

27.2.1.11. Any **Party** to any **Agreement** concluded to secure this **Agreement**, or its successor, breaches any provision of the relevant agreement;

27.2.1.12. Any object(s) securing this **Agreement** are destroyed, damaged, or depreciated, for which the **Bank** bears no responsibility;

27.2.1.13. Enforcement proceedings are initiated against the **Client**;

27.2.1.14. 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.

27.2.1.15. 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);
27.2.1.16. 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;
27.2.1.17. Any competent authority seizes any asset or a significant part of the **Client's** property, nationalizes such asset, or otherwise expropriates it;
27.2.1.18. Any statement made by the **Client** or any information provided to the **Bank** proves to be materially false or incorrect;
27.2.1.19. The **Client** engages in any act aimed at deceiving the **Bank**;
27.2.1.20. 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**;
27.2.1.21. The **Client** violates the **Bank's** policy on the protection of **Employees** from discrimination, violence, and harassment (https://www.tbcbank.ge/web/ka/web/guest/employee-protection-policy);
27.2.2. 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**;
27.2.3. 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**;
27.2.4. 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;
27.2.4.1. 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 monthly payment must be made as follows:
27.3.6.1. For a **Plastic Card** with an approved credit limit or **Overdraft** – by the date specified by the **Cardholder** in the **Application** for the respective credit product;
27.3.6.2. For the "Ertguli" credit **Card** - according to the procedure established by the **Bank**.
27.3.7. If funds deposited/credited to the **Account** to fulfill the obligation to the **Bank** are disposed of by the **Client** before the **Bank's** applying it to the fulfillment of the obligation, the obligation shall not be deemed fulfilled (the debt shall not be deemed repaid).
27.3.8. If, in the circumstances described in Sub-Paragraph 27.3.7 of the **Agreement**, or in order to settle his/her/its liability to the **Bank**, the **Client** makes an outgoing transfer or withdraws funds from his/her/its **account**, for the purpose of crediting (transferring/depositing) the amount back to the same **account**, the **Client's** liability shall be deemed settled only if the **Bank** applies the amount towards its repayment. The relevant information will be available to the **Client** through the **Bank's** remote channels (Call Center/Internet Bank/ Mobilebanking, etc.).
27.3.9. The **Bank** has the right:
27.3.9.1. 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;

27.3.9.2. 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.

27.3.10. 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 **Commission Fees**.

27.3.11. The **Client** has the right to use a grace period of up to fifty-five (55) days. During the grace period, the **Client** is not required to repay the amount utilized from the credit limit for twenty-five (25) days from the next billing date, and no interest will accrue on this amount. The **Client** may also use an interest-free period. In this case, the **Client** must fully repay the amount utilized from the credit limit as of the billing date in a single or partial payment by the repayment deadline specified in the relevant additional agreement. If the **Client** cannot use the interest-free period during the billing cycle, the next billing cycle allows the interest-free period only on amounts utilized after the previous billing. Further details on using the interest-free period are set out in the relevant additional agreement. Examples of using the grace and interest-free periods are available at: bit.ly/ertguli-examples.

27.3.11.1. The **Parties** agree that the **Client's** "TBC Prime Card" will be replaced by a "Ertguli" credit **Card**, without requiring replacement/issuance of a new **Plastic Card** or execution of a new agreement, and/or without amending the agreement related to the use of the "TBC Prime **Card**." For the avoidance of doubt, the plastic credit **Card** named/referred to as the "TBC Prime **Card**" shall be considered an "Ertguli" credit **Card**, and the terms of the **Agreement** related to the use of the "TBC Prime **Card**" shall fully apply to it together with this **Agreement**. Accordingly, the "Ertguli" credit **Card** mentioned in this **Agreement** also refers to any **Card** named/referred to as "TBC Prime **Card**" on the **Plastic Card**.

27.3.12. Special rules and conditions governing the use of the "Ertguli" credit **Card**(s) are also defined in the **Information Material**s published by the **Bank** and on the **Bank's Website**s indicated in this **Agreement**.

27.3.13. The expiration of the "Ertguli" credit **Card** or the credit limit does not release the **Client** from fulfilling obligations under this **Agreement** and the relevant credit card agreement, including payment of fees and other ongoing credit liabilities specified in any relevant additional **Agreements**.

27.3.14. The **Bank** is entitled, at any time, to unilaterally cancel the "Ertguli" credit **Card** and automatically replace it with another similar or equivalent credit product. Automatic replacement includes the **Bank's** unilateral coverage of the **Client's** obligations related to the "Ertguli" credit **Card** and granting the corresponding credit limit on the new similar or equivalent credit product. The **Client** will be notified about the automatic replacement and, if necessary, required to sign the relevant agreement. The **Client** has the right to refuse/disapprove the replacement of the "Ertguli" credit **Card** with another similar or equivalent product. In such a case, the **Bank** may, by notification to the **Cardholder**, demand repayment of the utilized amount (credit) together with accrued interest and penalties no later than fourteen (14) calendar days from receipt of the notice.

27.3.15. The **Bank** is entitled to include its credit **Cards** (including the "Ertguli" credit **Card**) in incentive project(s)/program(s) related to the **Plastic Cards** referred to in Clause 21.6.1 of this **Agreement**. Accordingly, all regulations set forth in Clauses 21.6.1–21.6.8 shall fully apply to the credit **Cards**.

27.3.16. The **Client** acknowledges that under this **Agreement**, any other agreement forming part of this **Agreement**, and the credit card agreement, the **Client** is obliged to pay the **Bank** any overdue liabilities, including unpaid credit debt, accrued interest, penalties, fines, **Commission Fees** (including **Card** service fees), and any other financial charges.

27.3.17. The **Bank** is entitled, at its discretion, to write off/deduct credit **Card** debt and any financial charges (including **Commission Fees**, penalties, annual interest rates, etc.) from the credit limit.

27.3.18. The **Parties** agree that the credit limit utilized by the **Client** shall be repaid from the funds transferred to the **Bank** and/or from the funds available/held in the **Client's Account** (s), in the following **Order** of priority: penalty / liquidated damages amounts, accrued interest, **Commission Fees**, amounts utilized in cash (including cash withdrawals made via **ATM**, **Internet Bank**, **Mobile Bank**, or transactions performed during a visit to a branch), amounts utilized through cashless transactions (including amounts utilized via **POS Terminals** and **E-Commerce** terminals), and lastly, amounts transferred for the purpose of repaying a credit obligation owed to another **Financial Institution** (meaning a transfer executed upon the **Client's Order** during a visit to a branch/service center).

27.3.19. The **Client** confirms that it has thoroughly reviewed and is fully familiar with the terms / **Commission Fees** of the "Ertguli" Credit **Card**, as published on the **Bank's Website**: https://www.tbcbank.ge/web/ka/web/guest/ertguli-**Card**.

27.3.20. The **Client** acknowledges and confirms that, in **Order** to fulfill any obligations arising to the **Bank** under the relevant Credit Card Agreement, funds must be placed into the credit limit **Account.** This does not exclude/limit the **Bank's** right to deduct funds from any of the **Client's Accounts** without further consent (unilaterally) to satisfy any obligations owed to the **Bank**.

27.3.21. Under a supplementary agreement executed pursuant to this **Agreement**, in the event that the **Client** is in arrears with respect to any amount payable on the Loyalty Card for a period of 2 (two) days, the **Bank** shall be entitled to restrict and/or block the **Client's** right to use any of the **Client's Cards** and/or **Accounts**, and to limit active operations on the **Account**(s)/from the **Account**(s) (including, without limitation, deposits, withdrawals, transfers, remittances, currency conversion, and other transactions).

27.3.22. The cancellation of the credit limit shall result in the cancellation of the **"Loyalty" Credit Card** and the closure of the respective **Account**.

27.4. **Pawn Loan**

27.4.1. A **Pawn Loan** is a loan issued by the **Bank**, secured by movable property (jewelry) owned by the **Client** (hereinafter – "**Borrower**") and/or a **Third Party**.

27.4.2. Until the expiration of the **Pawn Loan** term or the moment of repayment of the **Pawn Loan**, and prior to the realization of the collateral (pledged jewelry), the **Pawn Loan** term may be extended for a period agreed by the **Parties**, provided that the **Borrower** pays the interest accrued on the **Pawn Loan** and the prolongation **Commission Fees** at that time.

27.4.3. The **Bank** has the right at any time to:

27.4.3.1. Notify the **Borrower** to cancel the provision described in Clause 27.4.2 of this **Agreement**;

27.4.3.2. Reassess the items pledged as collateral for the **Pawn Loan** (reduce their valuation) and require the **Borrower** to repay the **Pawn Loan** early (in advance) in an amount equal to the difference in values or provide additional collateral (pledge more jewelry).

27.4.4. In the event the **Bank** exercises any of the rights described in Clause 27.4.3, the **Borrower** is obliged to comply with the **Bank's** request within the timeframe specified by the **Bank**.

27.4.5. Notwithstanding the name "**Pawn Loan**", the **Bank** may exercise the rights described in Clause 27.1.15 of this **Agreement** in the event of the Borrower's failure to timely fulfill any obligation under the **Agreement**.