

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

**1. Paragraph 4 of Article 2 of the Agreement shall be amended and shall read as follows:**

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

“3.7. Taking into account the Bank’s end-of-business-day process, for those Banking Products and/or Services that may be issued during the period from 00:00 to 02:00 of a calendar day, the issuance date of the Banking Product and/or Service may be deemed to be the preceding Banking Day. The Client acknowledges that Banking Products and/or Services issued during the aforementioned period may be subject to the terms and conditions determined as of the preceding Banking Day, including, without limitation, the accrual of interest calculated based on the preceding Banking Day.”

**3. Paragraph 1 of Article 5 of the Agreement shall be amended and shall read as follows:**

„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).“

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

“11.1. Any notice may be sent or delivered using various means of communication, including, without limitation: (1) electronic mail; (2) any digital, telephone, postal message, or short message service (SMS/MMS); (3) push notifications; and/or (4) communication applications (including, without limitation, WhatsApp); (5) any other means of communication. Any notice delivered in any such form shall have binding legal effect, and one or multiple of the aforementioned means may be used for delivering the notice. The Client further agrees that the Bank shall be entitled to use an automated answering system in the course of telephone communications with the Client.”

**5. Paragraph 6 of Article 18 of the Agreement shall be amended and shall read as follows:**

„18.6. 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”).“

**6. Subparagraph 5.1.3 of Article 22 of the Agreement shall be amended and shall read as follows:**

„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. “

**7. Subparagraph 1.30.6 of Article 27 of the Agreement shall be amended and shall read as follows:**

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

**8. Subparagraph 1.35 of Article 27 of the Agreement shall be amended and shall read as follows:**

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

**9. The amendments set forth in Clauses 1, 3, 5, 6 and 8 of this document shall enter into force immediately upon the publication of this document on the Bank’s website, whereas the amendments set forth in Clauses 2, 4 and 7 shall enter into force 10 (ten) calendar days after the publication of this document on the Bank’s website.**