

According to paragraph 8.5 of the *Contract on carrying out banking activities of an individual* (hereinafter "Contract"), available on the website www.tbcbank.ge, JSC TBC-BANK proposes to insert amendments (supplements) in the contract:

Be paragraph 2.3 of the contract changed and drawn up as follows:

"2.3 In case of faulty transfer of money to the client's account, the client is obliged to promptly give notice and return incorrectly transferred money to the bank. Otherwise, the client will bear responsibility according to this contract and the legislation."

Be sub-paragraph 3.2.1 of the contract changed and drawn up as follows:

"3.2.1 For paying the cost of service according to current tariff rates of the bank."

Be sub-paragraph 3.2.4 of the contract changed and drawn up as follows:

"3.2.4 By the current legislation or/and the contract concluded between the client and the bank, by the agreement or/and other document stipulated for other case."

Be paragraph 7.1 of the contract changed and drawn up as follows:

"7.1 A client declares that by the time of submitting an application indicated in paragraph 1.2 of the present contract, the information furnished by the client to the bank (including the status of the client's entrepreneurial activity and the client's status of a tax payer) is truthful, exact, full and comprehensive. The client is obliged to inform the bank immediately about any changes in his/her identification data, contact details, of his/her status or about any changes in his/her activity."

Be paragraph 8.11 of the contract changed and drawn up as follows:

"8.11. Any dispute and disagreements arisen between the parties are resolved by negotiations. In case the consent between the parties is not reached, dispute will be considered in the city court of Tbilisi or in the arbitration chosen by the bank according to the arbitration agreement given in paragraph 8.17 of the given contract. The parties agree that proceeding from the relations envisaged by sub-paragraphs 12.3.4, 2.3.6 and clauses 14, 17-21 of the given contract, the decisions on disputes reached by the court of the first instance should be immediately executed."

Be paragraph 8.17 of the contract changed and drawn up as follows:

"8.17 The parties agree that:

8.17.1 The bank has the right, proceeding from this contract (agreement), to refer any dispute, disagreement or the claim connected with this contract, including a question of fulfillment, breach, termination or annulment of this contract (agreement) for consideration and for final decision to the permanent arbitration "Moravi". If at the moment of submitting the arbitration claim the said arbitration is dissolved or its activity is suspended, the bank has the right to submit disputable matters for consideration to permanent arbitration "Disputes Resolve Center". If at the moment of submitting the arbitration claim the said arbitration is dissolved or its activity is suspended, the bank has the right to submit disputable matters for consideration to permanent arbitration "Tbilisi Conciliation and Arbitration Chamber". If at the moment of submitting the arbitration claim both mentioned arbitrations are dissolved or their activities are suspended, the bank has the right to submit disputable matters for consideration to "Independent Arbitration Court". If at the moment

of submitting the arbitration claim both mentioned arbitrations are dissolved or their activities are suspended, the bank has the right to submit disputable matters for consideration to “Tbilisi Arbitration Chamber”. If at the moment of submitting the arbitration claim both mentioned arbitrations are dissolved or their activities are suspended, the bank has the right to submit disputable matters for consideration to “Arbitration Chamber of Georgia”.

8.17.2 In arbitration the case will be considered by one arbitrator who will be appointed by the chairman of permanent arbitration (the decision will be final and will not be appealed).

8.17.3 The place of considering the case is Tbilisi.

8.17.4 The language of considering the case is Georgian.

8.17.5 Arbitration can be conducted and award can be made both oral consideration and on the basis of the furnished material (the simplified procedure).

8.17.6 The date of passing the award is defined by 30 (thirty) calendar days from the moment of filing the arbitration claim.

8.17.7 The parties shall be notified on holding an arbitral session at least one day prior to holding such a session.

8.17.8 The notification can be carried out with the use of any means of communication (in writing, by phone, e-mail, etc.).

8.17.9 Prior to the beginning of arbitral proceedings or at any stage of the proceedings before passing the final award, the party can file a motion to arbitration for interim measure to secure an arbitration claim.

8.17.10 The measures of securing the arbitration claim used by arbitration have a binding force and their execution is admissible on the basis of the writ of execution given out by arbitration without referring to court and without a judicial recognition.

8.17.11 The bank has the right to put out publicly, to transfer at its own discretion to court, to any administrative body or any other person documents, proofs, letters or oral statements used during arbitration proceedings, as well as the documents issued by arbitration (including the arbitral award).

8.17.12 The bank is not obliged to keep confidential of the information received during arbitration proceedings.

8.17.13 Statement on arbitration competency should be made before arbitration reply will be made.

8.17.14 The arbitration respondent should present an arbitration reply on the arbitration claim within 5 (five) days from the date of receiving the arbitration claim.

8.17.15 It is not obligatory that the arbitral award would include a motivation part.

8.17.16 The regulations of arbitration represents an integral part of this arbitration agreement.

8.17.17 In case of a disagreement between the regulations of arbitration and the terms of the present arbitration agreement, conditions of the latter are taken into consideration.

Be sub-paragraph 10.1.7.4 added to the contract :

“10.1.7.4 In case of impossibility of fulfilling any automatic transfer through the client’s fault or for any other reason, the bank has the right from the event excluding nonfulfilment or hindrance of automatic transfer, after 90 (ninety) calendar days without the notice of the client unilaterally wholly or partially to interrupt the service of automatic transfers for the client (to consider cancelled any, some or all tasks (applications) for automatic transfers).”

Be sub-paragraphs 12.5.6 and 12.5.7 added to the contract :

“12.5.6 In case of collection debts/arrears or in case of seizing any account of the owner of the card (the client), a credit limit or/and overdraft, admitted on the account of the owner of the card (the client), will be considered automatically cancelled. In case of settling or cancelling (withdrawing) collection debts/arrears or cancelling (withdrawing) the seizure, the bank will have the right to restore unilaterally a credit limit or/and overdraft for the owner of the card (client) without any additional notice.

12.5.7 Sub-paragraph 12.5.6 of this contract shall apply to all types of plastic cards, including plastic cards VISA and MasterCard, "Installment card", "TBC Card" and any other plastic cards, and also to any credit product connected with any plastic card.