

TBC-Bank

CONTRACT ON CARRYING OUT BANK ACTIVITIES OF AN INDIVIDUAL CHANGES

6. RESPONSIBILITIES OF THE PARTIES

- 6.6 The parties are relieved from the responsibility for non-compliance with their duties stipulated by the contract if it is caused by **direct effect of** insurmountable obstacles, in particular: flood, earthquake, fire, strike, military actions, blockade, acts of the state bodies (**force-majeure circumstances**). If force-majeure circumstances arise, the parties are obliged to inform each other immediately about such circumstances. The parties postpone execution of their duties foreseen by the contract until the liquidation of force-majeure circumstances.

8. VALIDITY OF THE CONTRACT AND OTHER CONDITIONS

- 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 is considered in city court of Tbilisi **or in the chosen by the bank arbitration court, according to the arbitration agreement mentioned in paragraph 8.17 of this contract.** The parties agree that taking into account paragraphs 12.3.4, 2.3.6 and clauses 14 of the given contract, the decisions reached by the court of the first instance should be immediately executed.
- 8.17 The parties agree that:**
- 8.17.1 The bank has the right, proceeding from the given contract (agreement), to refer any dispute, disagreement or the requirement connected with the given contract, including a question of execution, infringement, termination or cancellation of the given contract (agreement) for consideration and on reception of the final decision to "the Tbilisi Conciliation and Arbitration chamber", Tbilisi Conciliation court - continuing / permanent arbitration "Metekhi", "Tbilisi arbitration chamber", independent arbitration court or to any other private arbitration chosen by the bank.**
- 8.17.2 In arbitration the case will be considered by one arbitrator / moderator who will be appointed by the chairman of continuing / permanent arbitration.**
- 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 procedure and deciding can be carried out both as oral consideration and on the basis of the furnished material (by the simplified procedure).**
- 8.17.6 The date of passing an arbitral resolution is defined by 14 (fourteen) calendar days from the moment of representing the arbitration suit (claim).**
- 8.17.7 The parties should 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 arbitral resolution, the party can resort to arbitration on mediation referring to the use of measures of securing an arbitral suit (claim).

8.17.10 The measures of securing an arbitral suit (claim), used by arbitration, have a binding force and their execution is admissible on the basis of the enforcement order given out by arbitration, without referring to court and without a judicial recognition.

12. A PLASTIC CARD

12.2.10 If within 90 (ninety) calendar days after preparing a card, the owner of a card will not take the card, the bank has the right to destroy the card. In this case the owner of a card will not be reimbursed for the expenses. The minimum balance on the card and other amounts will be returned to the owner of a card according to the rules specified in sub-paragraph 12.4.6.1 of the given contract.

12.4.1.2 the international stop-list, which provides full blocking of a card (for non-authorized transactions) within minimum 2 (two) weeks.

12.4.2 If the owner of a card breaks any term stipulated by the given contract or by the instructions for using a card, at any moment the bank can suspend or block validity both of the basic and of the auxiliary card.

12.4.3 During the period indicated on the card, the owner of a card is obliged to indemnify for losses caused by non-authorized transactions executed by the blocked card but only if blocking wasn't carried out by inputting into an international stop-list.

12.4.4 The owner of a card has the right to make a complaint against implementing transaction with the card blocked by inputting into an international stop-list.

12.4.5 The owner of a card is obliged to pay commission for putting a card into stop-list.

12.4.6 Card account will be closed:

12.4.6.1 on the basis of the written application or after 30 (thirty) days from the moment of the expiration of the card if during this period the owner of the card does not make a written statement on extending the validity of the card. In this case the card account will be considered closed and the amounts will be returned to the owner of the card within no less than 30 (thirty) days from the date of passing all the cards (including auxiliary cards) to the bank and only after there will be completely covered all existing to the bank debts. If the card account is the basic account for the pricing packet and the owner of the card does not have any other alternative account, which can be mentioned as the basic account (current / card account), along with the card the pricing packet will also be closed. Besides, there will be cancelled all terms, which were foreseen by the terms of the pricing packet product.

12.4.6.2 in case of termination of the contract between the bank and VISA or MasterCard. In this case the bank is obliged to notify the owner of a card on closing the card account within 5 bank days.

12.5.2 Following cancellation of the appealed transaction (operation) and if the money is refunded, the bank is obliged to transfer money to the client's account during maximum of 90 (ninety) days.

12.5.5 In case if the client works for an enterprise / organization with which the bank has concluded a contract on serving with salary program module, by this contract the client / the owner of the card arrogates the director (a person having the power of representation) of the enterprise / organization with the right, on behalf of the client / the owner of a card, to sign and furnish to the bank an application on renewal of the plastic card. Director (a person having the power of representation) of the enterprise / organization has the right to

give the powers described in this paragraph, to the bookkeeper of the enterprise / organization or to other person.

15. DEPOSIT SERVICE

- 15.2.3 The bank has the right to change unilaterally and at any time the interest rate and a method of accruing interest. The bank informs the depositor on forthcoming changes 2 (two) calendar days prior to carrying out such changes. The bank extends this information through the offices of its branches or by placing the corresponding information on a website of the bank.
- 15.4 **Special conditions of the fixed-term (“Fixed-term”, “Fixed-term +”, “Saving”, “Child”, “Gold”) deposit**
- 15.4.7 After expiry of the deposit validity, the deposit will be prolonged for the period indicated in the Deposit Agreement in case of the arrangement between the parties. On automatic prolongation of the deposit validity, the date of opening of each new deposit will coincide with the expiration of the previous deposit, and interest after paying of income tax will be added to the basic amount (capitalization will occur) or it will be transferred to the depositor’s another account at the depositor’s request. In case of automatic prolongation of validity of the deposit, to the deposit there will be applied conditions established by the bank for the given type of deposit by the moment of prolongation of validity period.