

- **Annex 1 be added to the General Provisions to read as follows:**

### **Annex 1**

This Agreement regulates the relationship between the Parties in cases when, at the time of paying for the services provided by the Company at a POS terminal, the Client is willing to make an extra voluntary payment (hereinafter referred to as the “Tip/Gratuity”) via any payment tool / through a cashless transaction, as a reward for the engagement of the Company’s employees in the provision of the services.

1. Rules for tipping:

1.1. Based on the Company’s application, the Bank will activate for the Company a gratuities/tipping feature on its POS terminal, which will allow the following:

1.1.1. If the Client is willing to leave a tip for the Company’s employee(s), when paying service charges at the Company’s POS terminal, the Client can confirm his/her intention to pay a tip, after which he/she can enter the sum on the POS machine and confirm the payment of both the service charge and the tip;

1.2. When the Client pays both the service charge and the tip through a cashless transaction (at a POS terminal), the sales slip/receipt will feature the sum total of the service charge and the tip as well as the two sums separately.

1.3. The Bank’s fee (at the rate set by the Bank/ agreed between the Bank and the Company) will be deducted from the total of the service charge and the tip. Out of the remaining amount, the Bank will transfer the service charge to the Company’s account and the gratuities/tips to the Manager Account(s) for gratuities/tips indicated in the Company’s respective application, in line with Subparagraph 2.1.1.2 of General Provisions of the POS Terminal Agreement.

2. POS tipping rules and guidelines are provided in detail on: <https://www.tbcbank.ge/web/ka/web/guest/pos-terminals>.

3. The Bank hereby declares, while the Company and the Manager unconditionally agree, that it is not the Bank’s responsibility to monitor the transfer of gratuities/tips from the gratuities/tipping account to the Company employee(s) by the Company/Manager or the reporting of gratuities/tips as a taxable income (if applicable) pursuant to the tax legislation. The aforementioned monitoring, as well as the distribution of tips and the settlement of tax liabilities (if applicable) shall be the sole responsibility of the Company/Manager. Furthermore, the Company/Manager shall not carry out actions leading to tax fraud / tax evasion in any possible way (whether directly or indirectly).

4. The Company can apply for the deactivation of the POS gratuities/tipping feature by sending the Bank a respective notification through any channel of communication envisaged in the POS Terminal Agreement made by and between the Bank and the Company / verified (signed) by the Company (including, electorically). On the day of receiving the Company’s notification, the Bank shall ensure that the gratuities/tipping feature is disabled, and the present Agreement shall be cancelled.

5. This Agreement is an integral part of the POS Terminal Agreement made by and between the Bank and the Company / verified (signed) by the Company (including, electorically) and shall be subject to all provisions / articles / paragraphs / conditions thereof.