

In line with paragraph 1.4 of Key Terms and Conditions of the E-Commerce Agreement published on the Bank's website <https://www.tcbank.ge/web/ka/web/guest/card-payments>, TBC Bank JSC proposes the following amendments (additions) to Standard Terms of the E-Commerce Agreement (hereinafter the Standard Terms) :

- **Annex #5 be added to the Standard Terms with the following wording:**

„Annex #5

This Annex regulates the relationship between the Company and the Bank when the Company is using the Split feature that means the splitting of the transaction amount on a pro-rata basis as set by the Company when the Customer(s) buy(s) goods/services via the e-commerce channel and the Bank's transferring the amount to the account(s) of the Company and the Bank Customer(s) (an entrepreneur/taxpayer natural person and/or a legal person/a company), holding an account at the Bank with which the Company cooperates in the process of provision of goods/services to the Customer) (hereinafter the Company Partner).

1. General process of using the Split feature is carried out according to the following scheme:
 - 1.1. Based on the Company's relevant application/request, the Bank activates the Split feature for the Company. Besides, for taking a decision on activating the Split feature for the Company, the Bank is authorized to request the Company the submission of any additional information and/or documents. The Bank reviews the Company's application and in case of taking a positive decision, starts the provision of the service to the Company with the Split feature, in particular:
 - 1.1.1. When the Customer performs the payment transaction of the price of goods/services via an E-Commerce channel, the Company shares with the Bank the information as to how to split the transaction amount (price of goods/services) between the Company and the Company Partner and the account number of the Company Partner whereto the Bank transfers a part of the transaction amount. Based on the mentioned information, the Bank posts/transfers the transaction amount (according to the tariff agreed/set between the Bank and the Company, by deducting the Bank fee (if any)) to the account(s) of the Company and the Company Partner, on a pro-rata basis as set by the Company, besides, the total transaction amount transferred to the account(s) of the Company and the Company Partner (including the Bank fee (if any)) must correspond to the price of goods/services bought by the Customer.
 - 1.2. The Company is liable to:
 - 1.2.1. Control the Company's partner(s) to prevent it/them from carrying out such an activity (including sales of such goods/services) that is prohibited by the Georgian law/the Bank's policy (full responsibility for any such event of breach (including the compensation for damages (if any) detected by the Bank lies with the Company);
 - 1.2.2. Possess (and if necessary, supply the Bank upon request) the information about the Company's partner(s) (type of activity, business model, status, any change to the type of activity and/or other information);
 - 1.2.3. Immediately supply the Bank the information whether or not the Company replaces/adds partner(s) and/or the type of activity of the Company's partner(s) differs from the activity defined at the time of the Split feature activation; In such cases, only if receiving a positive answer from the Bank it will become possible to consider the person the Company's partner for the purposes of using the Split feature;

- 1.2.4. Assume responsibility for the correctness of all information (including, the account number(s) of the Company's partners, amount to be transferred to the Company's partner(s), information on change/addition to the Company's Partner(s), etc.) and sharing the information with the Bank that it transfers to the latter within the use of the Split feature;
 - 1.2.5. If the Customer claims against the transaction, compensate for the claimed amount in full and not only for the part that was transferred to it within the use of the Split feature); Besides, the Company is liable to keep the documents/information related to the claimed transaction (invoice(s), Transfer and Acceptance Certificate(s), other document(s) related to sold goods/provided service, program records, etc.) for 180 (one hundred and eighty) days and supply the Bank upon request in the form/under the procedure/within the term set by the latter (besides, the Company's liability for supplying the Bank any information/document/report in the form, under the procedure/within the term set by the latter, applies to any transaction performed within the use of the Split feature).
2. The detailed description/procedures/terms of the use of the Split feature are published on the Bank's website: <https://tbcpayments.ge/details/ecom/tbc>.
3. The Bank represents and the Company unconditionally confirms that the Bank is not liable (completely refuses to bear responsibility) to control the taxation of the transaction amount(s) transferred to the Company and the Company Partner(s) within the Company's use of the Split feature in line with the tax legislation requirements (if necessary). Besides, the Company is liable not to take such actions that are related to tax fraud / facilitation of tax evasion (directly or indirectly) in any form whatsoever.
4. The Company is entitled to request the deactivation of the Split feature, by sending a notification on the deactivation to the Bank (in any form of the notification under the E-Commerce Agreement signed between the Bank and the Company/confirmed by the Company (including, electronically)). On the day of receiving the notification, the Bank ensures the deactivation of the Split feature.
5. This Annex is an essential part of the E-Commerce Agreement signed between the Bank and the Company/ confirmed by the Company (including electronically) and all terms/articles/paragraphs/provisions of the mentioned Agreement apply hereto.“