TBC Bank JSC is proposing the following amendment to the Agreement in line with Article 7.12 of the Regulations on POS Terminal Service (hereinafter referred to as the Agreement) published on the web site: [**http://www.tbcbank.ge/web/ka/web/guest/pos-terminals**](http://www.tbcbank.ge/web/ka/web/guest/pos-terminals)**:**

1. Articles 3.1, 3.3.1, 3.1.2 of the Agreement be amended to read as follows:

3.1. “Top-up Fee” - the total of fees from the previous month’s turnover of all the terminals of the Facility is calculated at the start of each month. If the sum of fees from all the terminals is less than the amount indicated in the box for a top-up fee, the difference between the mentioned amount and the sum of fees shall be drawn from the Facility’s current, savings or card account(s) in the month following the accounting month on the basis of direct (pre-authorized) debit for which the Facility gives its prior consent. The parties agree that the fee accrued to the transaction processed in the previous month, though deducted in the next/current month shall not be considered the fee from the previous month’s turnover.

3.1.1 “Top-up Fee from a particular POS terminal” - the total of fees from the previous month’s turnover of each POS terminal run by the “Facility” is calculated at the start of each month. If the sum of fees collected from each POS terminal is less than the amount indicated in the box for a top-up fee, the difference shall be drawn from the Facility’s current, savings or card account(s) in the month following the accounting month on the basis of direct (pre-authorized) debit, for which the Facility gives its prior consent. The parties agree that the fee accrued to the transaction processed in the previous month, though deducted in the next/current month shall not be considered the fee from the previous month’s turnover.

3.1.2 “Top-up Fee from a particular branch” - the total of fees from the previous month’s turnover of the terminals of each branch run by the “Facility” is calculated at the start of each month. If the sum of fees collected from each branch is less than the amount indicated in the box for a top-up fee, the difference shall be drawn from the Facility’s current, savings or card account(s) in the month following the accounting month on the basis of direct (pre-authorized) debit, for which the Facility gives its prior consent. The parties agree that the fee accrued to the transaction processed in the previous month, though deducted in the next/current month shall not be considered the fee from the previous month’s turnover.

7.15 The Agreement shall come into effect on the day of signing the Agreement and be valid during three calendar years. The validity term shall automatically be extended unless the parties express their wish to early terminate the agreement. Any party can prematurely terminate the Agreement by giving a 3 month notice in writing or by e-mail to the e-mail address: smepayments@tbcbank.com.ge.

7.12 Any change or amendment to this Agreement shall be published on the web-site ([www.tbcbank.ge](http://www.tbcbank.ge)) of TBC Bank. If the “Facility” does not object either in writing or electronically via the e-mail address: smepayments@tbcbank.com.ge during a month after the amendment is published, the latter shall be deemed valid.

4.3.25 If a new POS terminal is added, inform the Bank thereof at least 5 (five) days earlier either in writing or via the company’s internet bank or electronically (at the e-mail address: smepayments@tbcbank.com.ge) for the installation of the terminal in due time;

1. Article 7.18 be added to the Agreement and read as follows:

“The Facility” is liable to pay the monthly fee within 10 (ten) calendar days from receiving a relevant notification. If the Facility defaults on the payment of the monthly fee within the mentioned term, the Bank is authorized to suspend the POS terminal service and if the default persists for 30 (thirty) calendar days from the suspension of the service – to terminate the provision of the POS terminal service to the Facility and have the POS terminal returned according to the rule defined by the Agreement.