

In compliance with Article 1.3 of the Main Terms of the POS Terminal Agreement published on the Bank website <https://www.tbcbank.ge/web/ka/web/guest/pos-terminal>, TBC Bank JSC proposes the following amendments to the Main Terms of the POS Terminal Agreement (hereinafter the “Main Terms of the Agreement”) and to the General Provisions of the POS Terminal Agreement (hereinafter the “General provisions”):

1. Article 1.1 of the Main Terms of the Agreement be revised to read as follows:

1.1 The Merchant (an entrepreneur/ individual taxpayer and/or legal entity/ organizational entity) ensures the acceptance of Visa, Mastercard/Maestro and China UnionPay card payments for goods/services via TBC Bank JSC’s (ID: 204854595, hereinafter “the Bank”/ “TBC Bank”) POS terminals (hereinafter the “Terminal(s)”/ “POS Terminal(s)”) as payment tools;

2. Article 1.3 of the Main Terms of the Agreement be revised to read as follows:

1.2 The Bank is authorized to make changes/amendments to the terms envisaged by the Agreement and/or by any annex and/or any application and/or published on the Bank website <https://www.tbcbank.ge/web/ka/web/guest/pos-terminal> either by displaying relevant information on the Bank website or sending a relevant notification to the Merchant 5 (five) calendar days before effecting the change/amendment. In the event described in this Article, at any time within 5 (five) calendar days from the publication of the news on the Bank website or from receiving the Bank’s notification, the Merchant is authorized to fulfill his/her/its obligations before the Bank by settling all service fees and other payments/charges and thus terminate the Agreement (in writing or by email to: smepayments@tbcbank.com.ge). The Agreement shall be valid until full settlement of all the obligations assumed by the Merchant hereunder. If the Merchant does not exercise his/her/its right to terminate the Agreement, the changes (amendments) proposed by the Bank shall be deemed accepted by the Merchant and the provisions shall be deemed changed as proposed. The Bank is authorized to effect immediately upon publication those changes/amendments that do not deteriorate the Merchant’s position.

3. Article 1.4 of the Main Terms of the Agreement be revised to read as follows:

1.4 The Parties agree that if the Bank’s changes/amendments made to any term(s) included in this Agreement and/or in any application and/or in any annex and/or published on the Bank website is favourable for the Merchant, the Bank is not obliged to inform the Merchant thereon in advance.

4. Article 1.5.1 of the Main Terms of the Agreement to be revised read as follows:

1.5.1 The Parties agree that any electronic notification sent to the electronic mail address stated by the Merchant and indicated (a) in this Agreement and/or (b) in any document/application signed /presented/ submitted to the Bank by the Merchant and/or (c) in any public source, shall be deemed officially delivered to the Merchant;

5. The title of Article 1 of the General Provisions be revised to read as follows:

1. Definition of Terms used in the General Provisions/ Application/ on the Bank website

6. Article 1.1 of the General Provisions be revised to read as follows:

1.1 Definition of terms and rules provided in in the General Provisions/ Application/ on the Bank website are based on the rules of international payment systems VISA International, Mastercard Worldwide and China UnionPay.

7. The title of Article 1.1.2 of the General Provisions be revised to read as follows:

1.1.2 Definition of terms used in the Application/ on the Bank website.

8. The definition of “Fixed Fee” in Article 1.1.2 of the General Provisions be revised to read as follows:

“Fixed Fee” – an amount calculated as follows: a fee indicated in the Application/ on the Bank website payable by the Merchant on a monthly basis in addition to per-transaction fees set out in the Application/ on the Bank website. The Fixed Fee will be deducted by direct debit from any account of the Merchant, to which the Merchant hereby agrees.

9. The definition of “Fixed Fee Per Terminal” in Article 1.1.2 of the General Provisions be revised to read as follows:

“Fixed Fee per Terminal” – an amount calculated as follows: a fee indicated in the Application/ on the Bank website payable by the Merchant per Terminal on a monthly basis in addition to per-transaction fees set out in the Application/ on the Bank website. The Fixed Fee will be deducted by direct debit from any account of the Merchant, to which the Merchant hereby agrees.

10. The definition of “Fixed Fee Per Branch” in Article 1.1.2 of the General Provisions be revised to read as follows:

“Fixed Fee per Branch” – an amount calculated as follows: a fee indicated in the Application/ on the Bank website payable by the Merchant per Branch on a monthly basis in addition to per-transaction fees set out in the Application/ on the Bank website. The Fixed Fee will be deducted by direct debit from any account of the Merchant, to which the Merchant hereby agrees.

11. Article 2.1.1.2 of the General Provisions be revised to read as follows:

2.1.1.2 Ensure the settlement of accounts with the Merchant regarding Visa Electron/Visa, MasterCard/Maestro and China UnionPay card payments accepted via POS terminals, after the Merchant duly performs his/her/its obligations stipulated in this Agreement (the Main Terms of the Agreement and/or the General provisions hereof) and in the Application/ published on the Bank website and forwards the Batch. Funds will be transferred to the Merchant’s account(s)

within 3 (three) banking days if the Merchant is a TBC Bank client and within 5 (five) banking days if the Merchant is a client of a different commercial bank.

12. Article 2.1.2.16 of the General Provisions be revised to read as follows:

2.1.2.16 Deduct the Upfront Fee amount indicated in the Application/ on the Bank website from the Merchant's account(s) upon the signature of the Agreement/Application/ upon the receipt of the Merchant's notification (request/consent) via remote channel (including email and internet banking) regarding the use of any service envisaged by this Agreement. If the total fee collected from the POS Terminals in the previous month exceeds the Upfront Fee, the latter will be returned in full to the Merchant's account. However, if the total fee collected from the POS Terminals in the previous month is less than the Upfront Fee, respective fees will be drawn from the Merchant's account(s) in compliance with rules set forth in herein.

13. Article 2.2.1.35 of the General Provisions be deleted; consequently, Article 2.2.1.36 be changed to Article 2.2.1.35 and Article 2.2.1.37 to Article 2.2.1.36.

14. Article 4.8 be added to the General Provisions to read as follows:

4.8 The Bank shall not be held responsible for the consequences of accepting notifications and/or documents forwarded to the Bank from the Merchant's addresses/accounts (email, internet banking) by a third party, and of its (the Bank's) subsequent actions.

15. Article 7.1 of the General Provisions be revised to read as follows:

7.1 This Agreement shall enter into effect immediately upon the Bank's confirmation of the receipt of the Application or upon the receipt of the Merchant's notification (request/consent) via remote channel (including email and internet banking) regarding the use of any service envisaged by this Agreement, and shall remain in force indefinitely.

16. Article 7.3 of the General Provisions be revised to read as follows:

The Bank may terminate the Agreement at any time by giving the Merchant 15 (fifteen) calendar days' notice. However, if the total monthly transaction amount generated via POS Terminals in the Merchant's custody is below 1 000 (one thousand) GEL, or if the Merchant has not paid the monthly fee indicated in the Application/ on the Bank website, the Bank is authorized to terminate the Agreement by giving the Merchant 5 (five) days' notice.