

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

1. **The term defined under Sub-Paragraph 1.1.2 of the General Provisions be cancelled:**

“Upfront Fee” – an amount drawn by the Bank from the Merchant’s account(s) in advance;

2. **Sub-Paragraph 2.1.2.9 of the General Provisions be revised to read as follows:**

2.1.2.9 If a Chargeback has been filed, draw/deduct the corresponding amount from the Merchant’s account(s) until the Chargeback process is over, pursuant to the rules of VISA International, Mastercard Worldwide and China UnionPay. If the corresponding amount has not been drawn/deducted from the Merchant’s account(s) before the completion of the Chargeback and the Chargeback is not successful, the Merchant shall compensate the Bank for the loss due to the dispute.”

3. **Sub-Paragraph 2.1.2.10 of the General Provisions be revised to read as follows:**

„2.1.2.10 If the Chargeback is completed successfully, return the disputed amount drawn/deducted in advance to the Merchant’s account(s). If the Chargeback is not successful, the amount drawn/deducted in advance will not be returned to the Merchant.

4. **Sub-Paragraph 2.1.2.11 of the General Provisions be revised to read as follows:**

„2.1.2.11 When a Chargeback has been filed, as well as when the Bank finds a deal suspicious and/or qualifies it as illegal, the Bank has the right to require (and if so, the Merchant shall submit to the Bank) all relevant information / documents / details of the card transaction in question / reservation document / the POS terminal receipt (evidence of the transaction) / invoice, etc. related to the Merchant and the deal. Furthermore, in cases hereunder, the Bank may require the Client’s personal information: name, surname, personal ID number, a copy of the ID document(s), the Client’s contact details. The Bank will share the data only via the protected channels of VISA International, Mastercard Worldwide and China Union.“

5. **Sub-Paragraph 2.1.2.12 of the General Provisions be renumbered 2.1.2.13 without revision:**

6. **Sub-Paragraph 2.1.2.12 of the General Provisions be formulated as follows:**

2.1.2.12 If within one calendar month the total amount of chargebacks reaches 2% of the total amount of deals, or the number and/or amount of transactions grows sharply, suspend settlement to the Merchant’s account(s) and provision of card services to the Merchant temporarily until the cause is identified (checked);

7. **Sub-Paragraph 2.1.2.13 of the General Provisions be renumbered 2.1.2.14 without revision:**

8. **Sub-Paragraph 2.1.2.14 of the General Provisions be renumbered 2.1.2.15 without revision:**

9. **The existing version of Sub-Paragraph 2.1.2.16 of the General Provisions be cancelled and Sub-Paragraph 2.1.2.15 be renumbered 2.1.2.16 without revision:**

10. **Sub-Paragraph 2.1.2.20 be added to Paragraph 2.1.2 of the General Provisions to read as follows:**

2.1.2.20 In the cases stipulated in Sub-Paragraphs 2.2.1.32, 2.2.1.33, 2.2.1.34 of the General Provisions, the Bank will inform the Merchant regarding the expenses /cost subject to compensation via the Bank's Call Centre or internet banking or an SMS text. If the Merchant fails to compensate for the expenses / cost within 10 (ten) business days of receiving the information, the Bank may draw the amount from any account of the Merchant by direct debit (without the Merchant's further consent and/or without further notifying the Merchant) (if there is available balance in the account(s)). If the funds are in different currency, the equivalent will be calculated at the Bank's commercial rate as of the time of debiting.

11. **Sub-Paragraph 2.2.1.13 of the General Provisions be revised to read as follows:**

Keep the sales slips/receipts, batch receipts and any documents related to the transaction for 180 (one hundred and eighty) days. Transfer the receipts and/or any documents related to the transaction to the Bank forthwith upon the Bank's request but no later than 5 (five) banking days (except for chargebacks, when the receipts and/or any documents related to the transaction must be transferred to the Bank within 20 (twenty) calendar days).

12. **Sub-Paragraph 2.2.1.19 of the General Provisions be revised to read as follows:**

2.2.1.19 In the case of a chargeback, unless the Merchant transfers the chargeback documents (including receipts, any documents related to the transaction, etc.) to the Bank within the term indicated in 2.2.1.13), the Merchant shall pay the full amount of the chargeback.

13. **Paragraph 7.2 of the General Provisions be revised to read as follows:**

The Merchant may terminate any or all services envisaged herein and give the Bank 3 (three) months' advance notice in writing (by submitting a relevant application in a Bank branch or a service centre) or via internet banking (by sending the Bank a relevant notification) or via email (to: smepayments@tcbank.com.ge, corppayments@tcbank.com.ge) or by contacting the Bank's Call Centre (+99532 2272727). In this case, the Merchant shall pay the Bank all fees and other charges related to the service in question within 5 (five) calendar days from applying for service termination (notifying the Bank thereof).

14. **Paragraph 7.3 of the General Provisions be revised to read as follows:**

7.3 The Bank may terminate the Agreement at any time by giving the Merchant 15 (fifteen) calendar days' notice of termination. 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 immediately.