

TBC Bank JSC proposes the following amendments/additions to the Standard Terms and Conditions of the E-Commerce Agreement (hereinafter referred to as "Standard Terms") in line with Paragraph 1.4 of the Key Terms and Conditions of the E-Commerce Agreement published on the Bank's website <https://www.tbcbank.ge/web/en/web/guest/card-payments>

- **Annex #6 be added to the Standard Terms as follows:**

**“Annex #6**

This Annex regulates the Company's (Companies') acceptance of online payments through direct integration with VISA's payment service provider CyberSource:

- CyberSource is a payment platform that enables online payment processing and payment card settlement through different methods and channels.
- CyberSource will enable the Company to accept online payments through direct integration with VISA SyberSpace, meaning that the Company will have its own user account with SyberSource, in which to manage online card payments and transactions).
- If the Company is willing to use VISA's CyberSource for accepting and managing online payments, upon its (the Company's) request, the Bank will support its integration with CyberSource and enable processing of transactions/settlement for the Company, which will be carried out as follows: the Company will directly access VISA CyberSource through API integration (API - an application programming interface that enables information transfer between two platforms, serves as a medium between a company and a user, and also allows connection and information exchange between companies); VISA will transfer the transaction data to the processor (UFC), which will forward the data to the Bank.
- Through CyberSource integration, the Company will be able to make use of the accomplished e-commerce payment gateway by selecting "Bank transaction processing via CyberSource" in the menu. In this case, the Company must get registered with the Bank (by following the Bank's procedure for registering companies in the e-commerce business customer database) and then the Bank will register the Company on the CyberSource platform, after which the Company will be enabled to accept payments.
- The Company hereby agrees that during its registration on the CyberSource platform carried out by the Bank, the Bank will transfer the Company's information to CyberSource (its trade name, address, contact details; information about its authorized representative(s) and/or employee(s) and/or contact person(s) (including their personal data: name, surname, email address and mobile phone number). The Company hereby confirms that it has to obtain its employee's and/or representative's and/or contact person's consent over processing their data envisaged herein, before transferring the data to the Bank. Furthermore, immediately upon the Bank's request but no later than the 2<sup>nd</sup> business day therefrom, the Company shall submit to the Bank a consent form

for data processing signed/certified by its employee and/or representative and/or contact person.

- To enable the Company to process transactions on its (the Company's) website, the Bank will assign a unique merchant identification number (Merchant ID) to the Company and set up for it a payment configuration, after which the Bank will receive an encryption key (for payment completion and secure encryption during technical integration) and 3D Secure settings (a mandatory security protocol on card payments) and share them with the Company.
- User credentials will be set up for the Company on the CyberSource platform, with which the Company will be able to log into the platform and manage (validate/cancel/export, etc.) transactions.
- To have access to the full CyberSource payment portfolio, the company may accept payments on its own via predesigned websites integrated with CyberSource. To do so, the Company must log into the readymade website platform, indicate CyberSource in the field for payments and enter the encryption key / 3D settings provided to it by the Bank.
- CyberSource enables the Bank to manage the Company's payments (view / manage / report, etc. transactions).
- The Company is aware and confirms that if the Company integrates CyberSource directly through the International Payment System VISA and VISA cancels or suspends the Company's access to CyberSource services (on any grounds whatsoever), the Bank will not be responsible for the consequences of cancellation and/or suspension. Furthermore, if VISA's forthcoming cancellation and/or suspension of services under this Annex comes to the Bank's notice in advance, the Bank will immediately notify the Company thereof in a form envisaged in this Agreement. The Bank is entitled to unilaterally limit/restrict the Company's access to CyberSource services anytime, without prior notice, in order to ensure that the legislative requirements are met and/or the Company's obligations under the Agreement and/or any Annex thereto are satisfied and/or the Company's financial problems are prevented. In this case, the Bank will not be responsible for the consequences of / for the damage/loss (if any) caused by the cancellation and/or suspension.
- A detailed description and terms and conditions of services envisaged in this Annex are provided on the Bank's website: <https://www.tbcbank.ge/web/en/web/guest/cybersource> “.