

## **Key Terms of the POS Terminal Agreement (hereinafter referred to as “the Key Terms of the Agreement”)**

1.1 The Merchant (an entrepreneur/ individual taxpayer and/or a legal entity/ organizational entity) will accept cashless payments for goods/services made with international cards of Visa, Mastercard/Maestro and China UnionPay (hereinafter jointly and individually referred to as International Payment Systems) through TBC Bank JSC’s (ID: 204854595, hereinafter “the Bank”/ “TBC Bank”) POS terminals (hereinafter the “Payment Terminal(s)”/ “POS Terminal(s)”) as payment tools;

1.2 Terms of the Agreement are additionally regulated by General Provisions of the POS Terminal Agreement (hereinafter referred to as “General Provisions” attached hereto) and relevant annexes to the Key Terms of the Agreement and/or General Provisions and/or to any application signed by the Merchant, whereby he/she/it joins this Agreement (the Key Terms of the Agreement and General Provisions) (hereinafter referred to as the “Application”), which are attached to the aforementioned documents and/or will be signed/agreed by and between the Parties in the future and represent an integral part hereof;

1.3 The Bank is authorized to make amendments/additions to the provisions/tariffs/payments envisaged in the Agreement and/or in any annex and/or any application and/or published on the Bank website <https://www.tbcbank.ge/web/en/web/guest/pos-terminals> (hereinafter referred to as the Bank Website) either by displaying relevant information on the Bank website or sending a relevant notification to the Merchant 1 (one) month before effecting the amendments/additions. At any time within 1 (one) month from the publication of the information on the Bank website or from receiving the Bank’s notification on amendments/additions, the Merchant can refuse to receive the service under the Agreement by sending a written notification to the Bank. In the case of exercising (using) the right hereunder, within 5 (five) calendar days from the delivery of the written notification on the termination of the service hereunder to the Bank, the Merchant shall pay the Bank all service fees and other payments/charges. 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 amendments/additions proposed by the Bank shall be deemed accepted by the Merchant and the provisions/tariffs/payments shall be deemed amended as proposed. The Bank can effect amendments/additions that do not deteriorate the Merchant’s position immediately after publication on the website/delivery of the notification to the Merchant.

1.4 The Parties agree that if the Bank’s amendments/additions made to any provision of this Agreement and/or any application and/or 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.

1.5 Any notification between the Parties shall be made in writing or in any other way envisaged in this Agreement. Written notifications shall be delivered to the Party’s address last known to the other Party (the addresser). For notifications, the Bank can also use other communication channels (including, electronic, digital, telephone, etc.);

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

1.5.2 If a notification is sent to the Party by email, its receipt/delivery to the Party shall be confirmed by an extract from the respective device and/or a confirmation received by means of the device. The Merchant agrees that the notification sent to an email address indicated in Article 1.5.1 of this Agreement shall be deemed

delivered if its receipt or delivery to the Party is confirmed by an extract from the respective equipment and or by a confirmation message received by means of the device;

- 1.5.3 A notification shall be deemed received/delivered even if it is returned to the sender because the recipient's address does not exist or the addressee has refused to accept or evaded the notification;
- 1.5.4 The notification shall be likewise deemed received/delivered if the act of sending and delivery complies with any form and means of information exchange envisaged by the legislation.
- 1.6 All annexes and agreements on amendments and additions hereto shall be deemed an integral part hereof;
- 1.7 Issues not covered in this Agreement shall be governed by the effective law of Georgia.
- 1.8 Any disputes and conflicts between the Parties shall be resolved through negotiations. If the Parties cannot reach an agreement, the dispute shall be taken to the court of law for discussion and final resolution. The Parties agree that pursuant to Article 268.1<sup>1</sup> of the Civil Procedure Code of Georgia, upon the satisfaction of the Bank's claim related to the dispute arising out of this Agreement, the judgment made by the court of first instance shall be subject to immediate execution;
- 1.9 If there is any discrepancy between this Agreement and previous agreements signed by the Parties on the Subject Matter hereof, this Agreement shall take precedence;
- 1.10 Voidance and/or invalidity of any part hereof shall not result in the voidance and/or invalidity of the entire Agreement.
- 1.11 This Agreement is an integral part of the Agreement on Banking Transactions signed between the Bank and the Merchant/confirmed by the Merchant meaning that the provisions of the Agreement on Banking Transactions fully apply to this Agreement.

## **General Provisions of the POS Terminal Agreement (hereinafter referred to as “General Provisions”)**

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

1.1 The use/definition of terms and rules provided in General Provisions/ the Application/ on the Bank website are compliant with the rules of international payment systems.

1.1.1 Definition of terms mentioned in General Provisions:

“**Card**” – international payment cards of international payment systems;

**The Cardholder (Client)** – a person using a payment card or Digital Wallet based on a respective agreement made with the issuer.

“**Processing Centre**” - United Financial Corporation JSC in charge of POS terminal services, authorization of card transactions and other services hereunder;

“**Authorization**” - for the purposes of this Agreement: a procedure whereby a payment transaction is approved/declined, the validity of the payment card and the availability of the necessary amount are checked (confirmed) and an authorization hold is placed on the charged amount;

“**Authorization Code**” – a six-digit number that indicates the approval of a transaction;

“**Reject Code**” – a code for a transaction that has been declined for various reasons;

“**Transaction**” – a payment operation preceded by authorization;

“**POS Terminal**” – an electronic device that transmits the transaction amount and card data to the processing center for authorization;

“**Mobile Terminal**” – a type of Payment Terminal, the so-called “reader”, that receives payments via smartphone application;

“**Sales Slip**”/ “**Automatic Sales Slip**” – a payment receipt printed out by a POS terminal in two identical copies and structured in full compliance with rules under Article 2.2.1.1 of this Agreement;

“**Batch**” – multiple transactions performed within 24 hours, which a POS terminal transmits to the processing center;

“**Chargeback**” – according to the rules of the international payment systems and the Georgian law, a procedure whereby a card issuer or holder files a claim against a transaction and demands full or partial reversal from the acquirer (a bank that processes payments on behalf of the Merchant);

“**Chargeback Document**” – according to the rules of international payment systems, a document or information supporting the process of chargeback (such as a sales slip, customer data, additional description of the transaction, the Merchant’s invoice/account, any respective statement/document, the Merchant’s letter, etc.);

“**Branch Office**” – the Merchant’s outlet physically separated from the head office that represents the Merchant and performs the Merchant’s functions in full or in part;

“**Banking Day**” / “**Business Day**” - a calendar day except Saturday, Sunday and holidays under the Georgian legislation.

**Digital Wallet** - a software-based system that stores a token for the Client’s card and enables payments via an e-commerce platform and/or a POS terminal. Terms and conditions for card transactions envisaged in this Agreement shall apply to Digital Wallet transactions as well.

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

**“Top-Up Fee”** – an amount calculated as follows: transaction fees paid in the previous month per POS Terminal are summed up at the start of each month. If the sum of the fees paid in the previous month per POS Terminal is less than the amount indicated in the Top-Up Fee box, the difference shall be drawn by direct debit from any account of the Merchant in the month following the accounting month, to which the Merchant hereby agrees. The Parties agree that fees accrued in the previous month but debited in the following/current month do not count as the previous month’s fees;

**“Top-Up Fee per POS Terminal”** – an amount calculated as follows: transaction fees paid in the previous month per POS Terminal are summed up at the start of each month. If the sum of the fees paid in the previous month per POS Terminal is less than the amount indicated in the Top-Up Fee box, the difference shall be drawn by direct debit from any account of the Merchant in the month following the accounting month, to which the Merchant hereby agrees. The Parties agree that fees accrued in the previous month but debited in the following/current month do not count as the previous month’s fees;

**“Top-Up Fee per Branch”** – an amount calculated as follows: POS Terminal transaction fees paid at each Branch of the Merchant in the previous month are summed up at the start of each month. If the sum of the fees paid in the previous month per Branch is less than the amount indicated in the Top-Up Fee box, the difference will be drawn by direct debit from any account of the Merchant in the month following the accounting month, to which the Merchant hereby agrees. The Parties agree that fees accrued in the previous month but debited in the following/current month do not count as the previous month’s fees;

**“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;

**“Fixed Fee per POS Terminal”** – an amount calculated as follows: a fee indicated in the Application/ on the Bank website payable by the Merchant per POS Terminal on a monthly basis in addition to pertransaction 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;

**“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;

**“Total Fee”** - an amount calculated as follows: the sum total of fees collected from the Merchant in the previous month. If the Total Fee collected is less than the amount indicated in the Total Fee box, the difference between the collected and prescribed amounts will be deducted by direct debit from any account of the Merchant, to which the Merchant hereby agrees;

**“Exclusive Condition”** - during the term of the Agreement, the Merchant shall only use TBC Bank POS Terminals for international payment systems cards. Otherwise, if this Exclusive Condition is breached, the Merchant shall incur a penalty equal to three times the total value of transactions performed in the previous month (at least 5 000 (five thousand) GEL);

“**Cash Terminal**” – a POS terminal integrated with a cash register that prints out sales slips on cash payments and has the same functions as a cash register;

“**DCC**”/ “**Dynamic Currency Conversion**” – a process whereby a card transaction amount is converted to a difference currency at POS. When paying with a card issued by a foreign bank, the Client can choose a foreign currency from the POS Terminal currency menu, pay the equivalent amount in a foreign currency and get a sales slip after the transaction has been completed successfully. A DCC transaction slip shows the exchange rate and the transaction price in base (local) as well as transaction (preferred) currency. DCC will be carried out in line with the provisions of the Agreement on Bank Transactions published on the Bank website <https://www.tbcbank.ge/web/ka>.

**Pre-authorization** – a temporary hold placed on the transaction amount until full or partial capture or abortion of the transaction by the Merchant. Unless the Merchant finalizes the transaction and captures the amount within 30 (thirty) days of pre-authorization, the hold will expire.

## **2. Rights and Responsibilities of the Parties**

### 2.1 Rights and Responsibilities of the Bank

#### 2.1.1 The Bank shall:

2.1.1.1 Ensure the continuity of transaction processing/authorization via the Processing Center;

2.1.1.2 Ensure settlement on payment transactions made with cards of the international payment systems via POS terminals (within the terms under the Georgian law) after the obligations stipulated in this Agreement (Key Terms and/or General Provisions hereof) and in the Application and/or published on the Bank Website have been completely and appropriately fulfilled and the Batch has been submitted; ensure the transfer/settlement of the transaction amount to the Merchant’s account in compliance with the terms and conditions of the Agreement/ no later than the business day following the date of transaction.

2.1.1.3 Transfer to the Merchant for a definite term a device for servicing payment cards - a POS Terminal at a price of 500 (five hundred) USD per device;

2.1.1.4 Provide free technical guidance/support for the POS Terminals;

2.1.1.5 Inform the Merchant in writing or by any other means envisaged herein about important operating changes/updates not later than 5 (five) banking days in advance;

2.1.1.6 Keep the Merchant’s transaction data confidential;

2.1.1.7 Based on the Merchant’s written request, provide card service training and respective instructions to the Merchant’s personnel directly in charge of cardholder services or instruct the Processing Center to deliver such a training.

#### 2.1.2 The Bank may:

2.1.2.1 Settle acquired transaction proceeds due to the Merchant (i.e. transfer the funds to the Merchant’s account(s)) less the fee(s);

2.1.2.2 Not settle accounts with the Merchant if the sales slips submitted by the Merchant are fake, invalid and/or generated in violation of Paragraph 2.2.1.1 hereof. Furthermore, the Bank is not obliged to settle accounts with the Merchant if the sales slip details do not comply with standards set out in Paragraph 2.2.1.1 hereof;

2.1.2.3 If a breach occurs, place a hold / a reserve on the funds payable to the Merchant for the purpose of a chargeback, penalty and/or compensation for loss (i.e. withhold respective funds available in the Merchant's account(s) for a period of time envisaged by international payment systems regulations).

2.1.2.4 If the reserved amount is not sufficient to fully settle the Merchant's liability to the Bank, deduct the necessary funds from any account of the Merchant (if available), to which the Client agrees in advance. If the account currency is different, the equivalent amount is calculated based on the Bank's exchange rate effective at the time of debiting the account;

2.1.2.5 Not settle the Merchant's transaction proceeds acquired via POS Terminal based on a Batch received 7 (seven) days after the transaction, and 30 (thirty) calendar days after pre-authorization;

2.1.2.6 Draw erroneous transfers from the Merchant's account by direct debit (without notifying the Merchant thereof additionally, or seeking his/her/its consent);

2.1.2.7 Check periodically the Merchant's observance of operating rules hereunder (under the General Provisions);

2.1.2.8 Not settle accounts with the Merchant if transactions carried out via POS Terminal(s) at the Merchant's site are suspicious and/or illegal;

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 international payment systems. 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;

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;

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 international payment systems;

2.1.12 If within one calendar month the total amount of chargebacks reaches 1% 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);

2.1.13 If a transaction is cancelled or a chargeback is filed, discuss the case and examine relevant information and/or documents and take a decision regarding reversal within 3 (three) days from the transfer of the transaction amount to the Bank's account;

2.1.14 If relevant terms and conditions stipulated by the General Provisions are breached, without prejudice to its rights under the Law and this Agreement, the Bank is authorized to charge and if so, the Merchant is obliged

to pay the penalties envisaged by these terms and conditions (imposition of penalties shall be deemed the Bank's right and not its obligation). If and after such liabilities arise, the Bank is authorized to deduct respective amounts from any account of the Merchant by direct debit, to which the Merchant agrees in advance;

2.1.2.15 Forthwith suspend the service rendered to the Merchant and/or the process of settlement if there are material circumstances that may cause reputational damage to the payment network of the international payment systems;

2.1.2.16 Ensure that Bank Systems Services (JSC) personnel who are authorized to sign relevant Delivery and Acceptance Certificates deliver, collect, install and/or remove POS Terminals to/from/in the Merchant's store(s) and provide full services related thereto;

2.1.2.17 draw the Fixed Fee from the Merchant's account(s) for the number of months agreed in advance.

2.1.2.18 Notify the Merchant of the fraudulent transaction no later than the business day following the date of receipt of the card issuer's notification and/or of information about the chargeback;

2.1.2.19 If/after the Merchant generates liability/ies towards the Bank, carry out conversion (as necessary) at the Bank's commercial exchange rate when deducting the amount (including a fee, a penalty, a mistaken transfer) from the Company's/Merchant's account(s) by direct debit.

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. -

2.1.2.21 If the transaction amount is captured 30 (thirty) calendar days after pre-authorization, deduct by direct debit (without the Merchant's further consent) the transaction amount on which capture was delayed

## 2.2. Rights and Responsibilities of the Merchant

### 2.2.1 The Merchant shall:

2.2.1.1 Comply with the international payment systems' card processing rules:

- Ensure that the transaction amount is clearly visible to the payer before making the payment;
- Do not refuse the customer the service envisaged in this Agreement for buying goods/services unless the Merchant finds the transaction suspicious;
- Ensure that the POS terminal payment receipt (slip) displays the Merchant's business name, which must appear on the Client's statement;
- Ensure that the customer signs the receipt (slip) of a magnetic-stripe transaction;
- If the a magnetic-stripe transaction amount exceeds 100 (one hundred) GEL, request additionally the customer's ID card and put down the ID card number on the printed sales receipt (slip);
- Keep the sales receipt (slip) signed by the customer for 180 (one hundred and eighty) days;
- Consider a payment transaction authorized only if the sales slip shows "approved", response code 000.

2.2.1.2 Service international payment systems cards by observing strictly the rules under this Agreement;

2.2.1.3 Forward the batch to the Processing Centre according to the rules hereunder;

2.2.1.4 Register the Merchant as a TBC Bank client / open account(s) for the Merchant (unless the Merchant is already registered/ has accounts with TBC Bank);

2.2.1.5 Return the respective amount to the Bank's account if a transaction is cancelled or reversed within 5 (five) banking days therefrom;

2.2.1.6 Ensure that POS Terminals are operated only by the personnel duly instructed/trained by the Bank or by other entity/ies specified in General Provisions. Request the Bank or the Processing Centre in writing to provide training/ give instructions to his/her/its new employees;

2.2.1.7 Not transfer/ make POS Terminals accessible to third parties;

2.2.1.8 Not transfer a POS Terminal to a different branch and/or outlet without the Bank's prior written approval;

2.2.1.9 Not post a credit entry without a debit entry;

2.2.1.10 Not accept a card payment for a purpose other than the payment for goods or services sold (.e.g. for collecting a debt, etc.);

2.2.1.11 Not charge additional fees/ payments above the transaction amount;

2.2.1.12 Install POS Terminals and display the advertising materials only if agreed with the Bank in advance;

2.2.1.13 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).

2.2.1.14 Keep card transaction data confidential; observe the customer confidentiality policy; ensure compliance with the applicable law of the country

2.2.1.15 Not request or use the payment card number for a purpose other than the payment for goods or services; not request the customer to enter his/her card data (the card number, validity date, etc.) on the Merchant's website; not store and/or disclose/transfer to a third party the card data (unless directly required by the law) and strictly observe card transaction security.

2.2.1.16 Inform the Bank regarding his/her/its engagement with a third party (whether a subsidiary or an affiliate) that will have access to payment card data. These persons shall comply with international payment systems security standards, while the Merchant shall bear full responsibility if the provision herein is violated;

2.2.1.17 Fully satisfy the requirements listed below if the Merchant outsources (uses third party services for) card data processing:

- The Merchant ensures the contracting third party's compliance with international payment systems security standards;
- The Merchant declares that he/she/it is fully aware of PCI DSS (Payment Card Industry Data Security Standard) of international payment systems and undertakes to adhere thereto.



2.2.1.18 In the event of a chargeback, fully refund the amount claimed by international payment systems before the chargeback process is over;

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.

2.2.1.20 Compensate the Bank for the possible loss due to the negligence of the Merchant's employees and/or the breach of card service rules set forth in Article 2.2.1.1 hereof;

2.2.1.21 Forthwith notify the Bank in case of any malfunction of the POS terminal;

2.2.1.22 Facilitate the prevention of illicit income legalization – only submit sales slips generated upon a trade transaction between the cardholder and the Merchant;

2.2.1.23 not add to the transaction amount any fees payable by the Merchant to the Bank. Otherwise, the Merchant shall pay the Bank 100 GEL for each such event;

2.2.1.24 if the Merchant's business is closed or this Agreement is terminated on any ground whatsoever, return to the Bank the POS Terminals within 20 (twenty) working days from business closure or the termination of the Agreement. Otherwise, the Merchant shall pay the Bank a penalty equal to 0.05% of the total price of the POS Terminals subject to return per each day overdue;

2.2.1.25 If the Merchant decides to add more POS Terminals, submit a relevant request to the Bank in writing, via internet banking (if available) or via email (to: smepayments@tbcbank.com.ge) at least by 5 (five) days in advance;

2.2.1.26 Not refuse to accept card payments from customers unless due to technical problems. If the Merchant breaches this provision, the Bank may impose and if so, the Merchant shall pay Bank a penalty in the amount of 100 (one hundred) GEL for each such event;

2.2.1.27 Only use the POS functionality profile that has been set up and agreed in advance. The Merchant shall notify the Bank if the functionality profile is edited or added;

2.2.1.28 Take good care of and not damage the device(s) (POS Terminal(s)) whilst in the Merchant's custody; put in place and maintain during the validity term of this Agreement relevant tools, equipment and/or other means (including on-job training/qualification enhancement and internal control tools, as well as other technical equipment) to ensure information security/ adherence to confidentiality standards and full compliance with the law.

2.2.1.29 Not make any changes in the technical/software settings of the POS Terminal;

2.2.1.30 Forthwith notify the Bank in case of any malfunction of the POS terminal by calling: +995 32 2 27 27 30;

2.2.1.31 If the Agreement is terminated on any ground whatsoever, return to the Bank the device(s) (POS Terminal(s)) as well as all the related accessories indicated in the Acceptance and Delivery Certificate in their original condition minus normal wear and tear;

2.2.1.32 be liable for the full repair of the POS Terminal that has been damaged whilst in the Merchant's custody;

2.2.1.33 be liable for the full refund of the fair (market) value of the POS Terminal (with normal wear and tear expected) if the Merchant fails to return the device to the Bank;

2.2.1.34 be liable for the full refund of the value of POS Terminal accessories as specified in the Acceptance and Delivery Certificate if the Merchant fails to return the accessories to the Bank;

2.2.1.35 If the fees set by the Bank are not paid in full and/or in due time, ensure that all of the Merchant's outstanding payments/charges are duly settled within 10 (ten) calendar days from the Bank's respective notice. Otherwise, the Bank is authorized to suspend any service(s) (including, the POS Terminal service(s)) under the Agreement and/or annexes hereto, and furthermore, to terminate the service (s) unless all of the liabilities are fully satisfied within 30 (thirty) calendar days from the suspension of the service(s);

2.2.1.36. If the POS Terminal security seal is damaged, stop using the device immediately, not attempt to repair the broken seal on his/her/its own and forthwith contact the Bank.

## 2.2.2 The Merchant is authorized to:

2.2.2.1 Receive additional information regarding card transactions;

2.2.2.2 Request the Bank in writing to provide repeated training to his/her/its employees.

## 2.3. The Merchant represents and warrants that:

2.3.1. Anytime before the execution of this Agreement and/or during the validity period hereof, the Merchant, its founders, members of the management or executive/supervisory body, also the Merchant's beneficial owner(s) and/or the persons affiliated therewith (including, for the purposes of this paragraph, any person that, according to the Bank's assessment and inter alia, with regard to the purpose of the sanction(s), may have an influence on the person in question, or his/her/its decision(s), and/or directly or indirectly hold and/or control that person by way of close business, personal or other connections:

2.3.1.1. are/will not be included in the list of the sanctioned persons (hereinafter the List of the Sanctioned Persons) by the United Nations (UN) and/or the European Union and/or the United Kingdom (United Kingdom of Great Britain and Northern Ireland) and/or the USA and/or Georgia and/or any other state and/or international organization (hereinafter jointly and individually referred to as the Authorized Person(s)), and/or is not/will not be subjected to a sanction (for the purposes of this paragraph, a sanction inter alia includes restriction, policy, prohibition, or other requirements set by the Authorized Persons).

2.3.1.2. Are not/will not be residents of a state subjected to the Authorized Person(s) comprehensive trade sanctions/restrictions.

2.3.1.3. Has not entered/ will not enter into any deal (including, has not/will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with any person and/or association that is/will be included in the Sanction List/is subjected to a sanction and/or is a resident of a state and/or operates on the territory subjected to comprehensive trade sanctions/restrictions.

2.3.1.4. Has not entered/ will not enter into any deal (including, has not/will not support the signing of a deal), whether directly or indirectly, including through third party mediation, with regard to the party/property/asset/goods/services subjected to comprehensive and/or targeted and/or sectoral sanctions/restrictions.

2.3.1.5 If the statement/representation made pursuant to Paragraph 2.3 is found untrue and the Merchant's activity qualifies as a breach/evasion of sanction and/or according to the Bank's assessment, the aforementioned fact exposes the Merchant and/or person(s) affiliated with the Merchant to a sanction risk and/or has resulted in sanctioning any of the aforementioned persons, along with actions stipulated herein, the Bank will be authorized to act pursuant to the sanctions imposed by the Authorized Person(s) mentioned in Paragraph 2.3.1.1 hereof and take any and all measures set and/or required by the Authorized Person(s) and/or Entities/Bodies, inter alia, prevent the Merchant from using/disposing of and managing any funds/assets.

### **3. False or Invalid Sales Slips**

3.1 As agreed between the Parties, a sales slip is considered false and not subject to settlement if:

3.1.1 The sales slip or its copy shows details that do not match the authorization data;

3.1.2 The sales slip does not show the data described in Article 2.2.1.1 hereunder;

3.1.3 Corrections have been made to the sales slip and the copies are not identical.

### **4. Responsibilities of the Parties**

4.1. If the Parties default on their obligations under the Agreement or the obligations are not duly and completely satisfied, the Parties shall be held responsible in compliance with the law of Georgia and the provisions of agreements concluded by and between them;

4.2. If the Merchant defaults on his/her/its obligations under the Agreement or the obligations are not duly and completely satisfied, he/she/it shall compensate the Bank for direct or indirect losses whether caused intentionally or due to neglect;

4.3 The Bank's responsibility to pay damages arising out of or in relation to the Agreement is only limited to a direct and intentional damage. Therefore, the Merchant acknowledges that he/she/it shall not have the right to make any claim against the Bank if the latter has caused damage to the Merchant due to neglect, which includes reputational damage, loss of interest, etc.;

4.4. The Bank shall not be held responsible for payment errors due to incorrect banking details supplied by the Merchant or due to the Merchant's delay to report changes in banking details;

4.5. The Bank shall not be held responsible for the damage brought to customers or third parties that may result from the Merchant's default on his/her/its liabilities in any deal;

4.6 The Bank shall not be held responsible for any disputes arising between the Merchant and his/her/its customers unless the dispute directly relates to the terms of this Agreement;

4.7 The Bank shall not be held responsible for the truthfulness and/or accuracy of cash register transaction data submitted to LEPL Revenues Service, as well as for the confidentiality of the data, as cash register transaction data are forwarded to LEPL Revenue Service via open channel beyond the Bank's control;

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.

4.9 The Bank shall not bear responsibility for any damage/loss caused by third party action(s) (including modification/replacement, authorized/authorized (including fraudulent) or any other type of access by a third party/ies) to the POS terminal, the related application or any part thereof.

## **5. Force Majeure and Restriction of Obligations**

5.1. The Parties are released from contractual obligations if non-fulfillment thereof is due to force majeure events ("Force-Majeure") ;

5.2. For the purpose of this provision, Force Majeure refers to unavoidable circumstances beyond the control of the Parties that do not depend on the Parties' activities or inactivity.

## **6. Confidentiality**

6.1. Unless otherwise envisaged by the law of Georgia, each Party undertakes not to disclose to a third party/ies, without the other Party's written consent, any information that directly or indirectly relates to the Agreement and is confidential; This obligation is valid even after the termination of the contractual relations;

6.2. If the breach of confidentiality obligations by one Parties brings damage to the other Party or to third parties, the breaching Party shall pay the damages.

## **7. Validity Term, Amendment and Termination of the Agreement**

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

7.2 The Merchant may terminate any or all services envisaged herein and give the Bank 1 (one) month 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@tbcbank.com.ge, corppayments@tbcbank.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).

7.3 The Bank may terminate the Agreement at any time by giving the Merchant 1 (one) month notice of termination.

7.4 The Parties shall make final settlement of accounts within 10 (ten) banking days from the termination of the Agreement;

7.5 The Agreement shall be deemed ultimately terminated upon the settlement of all (including financial) obligations and/or all organizational and technical issues by and between the Parties.

## Annex #1

This Agreement regulates the relationship between the Parties in cases when, at the time of paying for the services provided by the Company at a POS terminal, the Client is willing to make an extra voluntary payment (hereinafter referred to as the “Tip/Gratuity”) via any payment tool / through a cashless transaction, as a reward for the engagement of the Company’s employees in the provision of the services. 1. Rules for tipping:

- 1.1. Based on the Company’s application, the Bank will activate for the Company a gratuities/tipping feature on its POS terminal, which will allow the following:
    - 1.1.1. If the Client is willing to leave a tip for the Company’s employee(s), when paying service charges at the Company’s POS terminal, the Client can confirm his/her intention to pay a tip, after which he/she can enter the sum on the POS machine and confirm the payment of both the service charge and the tip;
  - 1.2. When the Client pays both the service charge and the tip through a cashless transaction (at a POS terminal), the sales slip/receipt will feature the sum total of the service charge and the tip as well as the two sums separately.
  - 1.3. The Bank’s fee (at the rate set by the Bank/ agreed between the Bank and the Company) will be deducted from the total of the service charge and the tip. Out of the remaining amount, the Bank will transfer the service charge to the Company’s account and the gratuities/tips to the Manager Account(s) for gratuities/tips indicated in the Company’s respective application, in line with Subparagraph 2.1.1.2 of General Provisions of the POS Terminal Agreement.
2. POS tipping rules and guidelines are provided in detail on:  
<https://www.tbcbank.ge/web/en/web/guest/pos-terminals>.
  3. The Bank hereby declares, while the Company and the Manager unconditionally agree, that it is not the Bank’s responsibility to monitor the transfer of gratuities/tips from the gratuities/tipping account to the Company employee(s) by the Company/Manager or the reporting of gratuities/tips as a taxable income (if applicable) pursuant to the tax legislation. The aforementioned monitoring, as well as the distribution of tips and the settlement of tax liabilities (if applicable) shall be the sole responsibility of the Company/Manager. Furthermore, the Company/Manager shall not carry out actions leading to tax fraud / tax evasion in any possible way (whether directly or indirectly).
  4. The Company can apply for the deactivation of the POS gratuities/tipping feature by sending the Bank a respective notification through any channel of communication envisaged in the POS Terminal Agreement made by and between the Bank and the Company / verified (signed) by the Company (including, electronically). On the day of receiving the Company’s notification, the Bank shall ensure that the gratuities/tipping feature is disabled, and the present Agreement shall be cancelled.
  5. This Agreement is an integral part of the POS Terminal Agreement made by and between the Bank and the Company / verified (signed) by the Company (including, electronically) and shall be subject to all provisions / articles / paragraphs / conditions thereof.