TBC Bank JSC proposes the following amendments/additions to the General Provisions of the POS Terminal Service Agreement (hereinafter referred to as the "General Provisions") in line with Paragraph 1.3 of the Key Terms and Conditions of the POS Terminal Service Agreement published on the Bank's website https://www.tbcbank.ge/web/en/web/guest/card-payments

1. <u>The term "Exclusive Provision" defined in Sub-Paragraph 1.1.2 of Article 1 of the General Provisions be</u> revoked.

2. Sub-Paragraph 2.1.3 be added to Article 2 of General Provisions to read as follows:

"2.1.3 If the Parties agree on charge(s)/tariff(s) other/lower than the Bank's standard charge(s)/tariff(s) on the service(s) envisaged by this Agreement, provided the Company uses TBC Bank JSC's POS terminal on a priority basis for accepting card payments during the validity period of the Agreement, the Bank is entitled to unilaterally increase the different/lower charge(s)/tariff(s) approved for the Company as soon as the Company breaches the term stipulated herein."

3. Annex 2 be added to the General Provisions to read as follows:

"Annex #2

This Annex provides the rules set for the Company for using the QReat Payment Service (hereinafter the "QReat Service").

The general process of accepting payment(s) through QReat consists of the following steps:

- 1. The Bank will discuss the Company's relevant Application Form / request and in case of approval, it will provide the Company with QR sticker(s) / QR stand that is/are necessary for the QReat Service. Furthermore, during the approval process, the Bank has the right to request from the Company any kind of information / document(s).
- 2. Provision of the QReat Service to the Client for accepting payment(s) implies automatic activation of the tipping feature. Furthermore, the Company is not entitled to request deactivation of the feature during the effective term of the QReat Service.
- 3. By scanning a QR code with their mobile device, customer(s) will be able to check on their order (check the ordered item / quantity / price), view the related additional charge(s) (service fee / VAT, etc. if any) and discount(s) and pay the price / the tip using any bank's Visa/Master Card/e-wallet (Google/Apple Pay)/TBC Bank JSC's internet bank.
- 4. The payment will be made according to the rules of international payment system(s) and the applicable laws of Georgia.
- 5. After a successful payment, the customer will be able to download the receipt in their mobile device. The receipt will feature full information about the customer's order and the amount paid.
- 6. Along with the information/details required by the applicable laws of Georgia, the receipt will also bear additional information related to the transaction.
- 7. Tariffs/fees/other charges on the QReat Service set by the Bank for the Company are the same as those on the POS Terminal Service excluding the monthly fixed and top-up fees.
- 8. The Bank shall ensure settlement/clearing of the transaction amount to the Company's account in line with the terms and conditions of this Agreement no later than the following banking day.
- 9. To activate the Service envisaged hereunder, the Bank is entitled to transfer to third-party technical support provider(s) all relevant information/data about the Company that is/are required for rendering the technical works in question.

- 10. The rules / terms and conditions related to the QReat Service are provided in detail on the Bank's website: https://www.tbcbank.ge/web/en/web/guest/pos-terminals.
- 11. The Company shall control the location of the QR sticker(s)/stand and prevent third party transfer thereof. Otherwise, the Bank shall not be held responsible for any consequences/damage caused by the third-party use of the QR sticker(s)/stand.
- 12. The Company is entitled to immediately report any problem(s), error(s) and malfunction(s) related to the QReat Service to the Bank at: 032 2272730.
- 13. In case of chargeback(s), customers are entitled to dispute the total transaction amount (the amount of bill including the tip). The company shall submit the chargeback document in line with the rules set by the payment systems.
- 14. This Annex is an integral part of the Agreement and is subject to all of the terms and conditions / Articles / Paragraphs / points / provisions set out in the Agreement."