

TBC Bank JSC proposes the following amendments/additions to the General Provisions (hereinafter the “General Provisions”) of the POS Terminal Service Agreement published on <https://www.tbcbank.ge/web/en/web/guest/card-payments> in line with Paragraph 1.3 of the the POS Terminal Service Agreement:

**Sub-Paragraph 2.1.1.3 of Article 2 of the General Provisions be amended to read as follows:**

„2.1.1.3. Transfer the POS terminal to the Company for use.“

**Sub-Paragraph 2.1.1.33 of Article 2 of the General Provisions be amended to read as follows:**

„2.2.1.33 If a POS terminal is not returned/handed back, the Bank is entitled to demand and if so, the Company is obliged to pay the Bank 1 000 (one thousand) GEL (per terminal).“

**Article 8 be added to the General Provisions of the Agreement to read as follows:**

**„Article 8. Right to Withdraw from Contract/Agreement**

8.1. The Company may exercise the Right to Withdraw from Contract/Agreement without providing any justification within 14 (fourteen) calendar days of executing/delivering this Agreement.

8.2. To exercise the Right to Withdraw, the Company must apply to the Bank with a relevant application/notification, which must necessarily indicate the Agreement, in regard to which the Company intends to exercise its Right to Withdraw. The Company can submit the application/notification in a physical form (in writing, in any TBC Bank branch/service center) as well as remotely (via the Bank’s remote service channels: the Call Center (+99532 2 272727), internet bank, mobile bank).

8.3. If the Company exercises the Right to Withdraw from Contract/Agreement, the Bank is entitled to impose on the Company, and if so, the Company must pay, service cost(s) / any service charges the Bank has actually taken before the Company’s exercise of the Right to Withdraw (except for the payments to a third-party recipient (an administrative body, notary public, etc.)), prorated for the period during which the Service was provided.

8.4. The Company shall return to the Bank the funds/asset(s) on which it has been granted the right to use/ownership under the Remote Banking Product/Service Agreement within 30 (thirty) calendar days of submitting its withdrawal application/notification.

8.5 The Bank shall fully refund all of the Company’s payments charged for the Remote Banking Product/Service (except for the cost(s) envisaged in Paragraph 8.3) within 30 (thirty) calendar days of the Company’s submission of the withdrawal application/notification. Furthermore, if the Company fulfils its liability mentioned in Paragraph 8.4 on the last day of the term indicated in the same Paragraph, thus creating the risk of default for the Bank with respect to the Bank’s liability described in this Paragraph, in view of the objective circumstances unrelated to the Bank, the latter will be entitled to satisfy its liability described herein after the expiration of the aforementioned period (within a reasonable period).

8.6 After the liabilities envisaged in Paragraphs 8.4 and 8.5 are completely and appropriately satisfied, the use of the Remote Banking Product/Service shall be deemed terminated.“