

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

1. Annex #8 be added to the Standard Terms to read as follows:

„ Annex #8

This Annex regulates the Company’s (Companies’) acceptance of online payments through **Mastercard Payment Gateway System (MPGS)** integration:

- Mastercard Payment Gateway System (MPGS) is a Mastercard payment gateway that enables online payment processing through different methods and channels (hereinafter the “Payment Gateway”). The intellectual property holder on the Payment Gateway is Mastercard.
- MPGS /Payment Gateway will enable the Company to accept online payments and manage online payments and transactions on its own through MPGS/Payment Gateway integration.
- If the Company is willing to use MPGS/Payment Gateway for accepting online payments, upon its (the Company’s) request, the Bank will support its integration with MPGS/Payment Gateway, while afterwards, the Bank will provide payment processing/settlement. The process will be implemented using an API (an application programming interface) that enables information transfer between two platforms and serves as a medium between a company and a user.
- In order to register with and use MPGS /Payment Gateway, the Company hereby agrees and authorizes the Bank to transfer to MPGS the Company’s information (including its trade name, address and contact details), as well as the information / personal data of the Company’s 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 represents and warrants that it will obtain its employee’s (employees’) and/or representative’s (representatives’) and/or contact person’s (contact persons’) consent to the processing of their data envisaged herein before the data processing is started / the data are transferred to the Bank. Furthermore, immediately upon the Bank’s request but no later than the 2nd business day therefrom, the Company undertakes to submit to the Bank the aforementioned consent(s).
- The Company is aware and agrees that the Bank will also report to MPGS regarding the Company’s activation or deactivation with MPGS/Payment Gateway.
- To enable the Company to handle transactions on its (the Company’s) website, the Company will be assigned a unique identification number (Merchant ID) and will receive an encryption key (for facilitating payment processing and secure encryption during technical integration).
- User credentials will be set up for the Company on MPGS/Payment Gateway, with which the Company will be able to log into the platform (undergo authentication) and manage (validate/cancel/export, etc.) transactions.
- MPGS Payment Gateway enables the Bank to manage the Company’s payments (view / manage / report, etc. transactions).
- The Company is aware and confirms that if the Company’s direct integration with the MPGS/Payment Gateway, through the International Payment System Mastercard, if the Company’s gateway integration/access thereto is cancelled and/or suspended, regardless of the reasons and/or the grounds, the Bank will not be responsible for the consequences of the cancellation/suspension. If Mastercard’s forthcoming cancellation and/or suspension of the service 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.
- Furthermore, the Bank is entitled to unilaterally limit/restrict the Company’s access to the Gateway Platform

at any time, 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/avoided. 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.

- The Company is obliged to use the Gateway as per the Bank's instructions/Rules and solely for the purpose for which the Bank facilitated the Company's Gateway integration. The Company is prohibited from using the Payment Gateway for other purposes, as well as from making changes to / modifying / isolating the platform or any part thereof.
- It is prohibited to implement/run any process or intervention (including penetration testing, etc.) related to the Payment Gateway without the Bank's prior approval.
- If any of these terms is/are breached, the Company shall be responsible for any damage/loss caused to the Bank.
- A detailed description and the terms & conditions of the service envisaged in this Annex are provided on the Bank's website: <https://www.tbcbank.ge/web/en/web/guest/mpgs>