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[1] 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 Definitions of terms provided in the General Provisions / the Application Form / on the Bank's website are based on the rules of the International Payment Systems. Furthermore, the Contracting Parties agree that during the payment for goods (items) / service(s) using current/call deposit account(s), rules envisaged by the Bank's internal policy / procedure(s) / standard(s) and the Law of Georgia shall be given precedence, which does not preclude the Bank from being guided by the rules / requirements / terms and conditions / provisions envisaged by this Agreement / the 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 Law of Georgia, a procedure whereby a card issuer or holder files a claim against a transaction and requests full or partial refund of the transaction amount from the acquiring bank (the bank in charge of processing the transaction). If the disputed transaction(s) was/were carried out using current account(s), the chargeback procedure differs from the one applicable to disputed card transaction(s) and is regulated by/follows the rules envisaged by the Law of Georgia and the Bank's internal policy/procedure(s)/standard(s), which does not preclude the Bank from being guided by the rules / requirements / terms and conditions / provisions envisaged by this Agreement / the International Payment Systems;

"**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 the token associated with the Client's card and enables settlement to be effected through electronic commerce and/or a POS terminal. Transactions carried out via the Digital Wallet shall be subject to the conditions established for card transactions under this Agreement. The Bank shall, however, be entitled to establish rules differing from those applicable to card transactions in respect of fees for transactions carried out via the Digital Wallet. Unless otherwise provided under any agreement, the tariffs established for card payments shall not apply to payments initiated via the Digital Wallet (friendly)/the cards of other banks.

Account – a payment account (current account/card account/call deposit account) held by the Company/Client and used for the payment for goods (items)/service(s).

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. Furthermore, if the Merchant signs and/or confirms the Application on or before the 15th (fifteenth) day of the first month, the Top-Up Fee for the first month shall be calculated from the date of such signature and/or confirmation. If the Merchant signs and/or confirms the Application after the 15th (fifteenth) day of the first month, the Top-Up Fee for the first month shall be calculated starting from the first (1st) day of the following month. 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;

"**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 the POS terminal to the Company for use;

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 Provide the Merchant with necessary consultations on accepting payments under the POS terminal service. Furthermore, based on the Merchant's written application, provide the Merchant's personnel (employees) directly in charge of cardholder services with card service training and respective instructions (guidance), or instruct the Processing Center to deliver such training (guidance).

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;

2.1.2.12 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);

2.1.2.13 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;

2.1.2.14 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 personnel of the contracted service provider company 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 2.2.1.30, 2.2.1.31, 2.2.1.32 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.

2.1.2.22 Require the Merchant to ensure that the transaction amount and currency are clearly displayed for the customer as the latter initiates a transaction.

2.1.2.23 Engage in a dispute against the Merchant as prescribed by this Agreement if the Merchant does not compensate the Bank for the liability incurred through a chargeback / refund / penalties from the international payment networks and if the Bank is unable to satisfy its claim by deducting the funds from the insurance reserve / the Merchant's account(s) by direct debit.

2.1.2.24 Not settle funds to the Merchant' account and/or suspend/discontinue provision of services under this Agreement if the Bank has a reasonable doubt that the Merchant's transactions are suspicious/illegal.

2.1.2.25 Require the Merchant to register as a client with the Bank/ open an account(s) (unless the Merchant has already been registered / has account(s) with the Bank.

2.1.2.26. The Bank shall be authorized, unilaterally, at its own discretion, at any time, without the Merchant's prior consent, in accordance with the Bank's internal policies, procedures and standards, to determine, modify and/or cancel the Merchant's transaction amount limits and/or transaction quantity limits on the POS terminal. Such limits constitute the Bank's internal operational limits and shall not be communicated to the Merchant in advance. In the event of a transaction authorization delay, the Merchant shall contact the Bank.

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.

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 and currency are clearly displayed for the payer on the screen of the device before the transaction is performed;
- 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 Return the respective amount to the Bank's account if a transaction is cancelled or reversed within 5 (five) banking days therefrom;

2.2.1.5 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;

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

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

2.2.1.8 Not post a credit entry without a debit entry;

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

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

2.2.1.11 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).

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

2.2.1.13 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.

2.2.1.14 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;

2.2.1.15 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.

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

2.2.1.17 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 2.2.1.11), the Merchant shall pay the full amount of the chargeback.

2.2.1.18 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;

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

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

2.2.1.21 not add any extra fees to the goods/service price (to the transaction amount) (including any fees payable by the Merchant to the Bank) and/or not charge any extra payment except when the Merchant has clearly displayed for the customer the extra charge (if any) and its purpose in advance, before accepting the payment. Otherwise, the Merchant shall pay the Bank a penalty of 100 (one hundred) GEL for each such violation;

2.2.1.22 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;

2.2.1.23 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;

2.2.1.24 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;

2.2.1.25 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;

2.2.1.26 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.

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

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

2.2.1.29 Return the POS terminal(s) and all the related accessories stipulated in the Acceptance and Delivery document in their original condition, with normal wear and tear, in the event that the service envisaged by the Agreement is cancelled / the Agreement is cancelled or the Bank demands the return of the POS terminal(s) and the related accessories on any other grounds whatsoever (by sending a notification as stipulated in this Agreement);

2.2.1.30 If a POS terminal is physically damaged, compensate the Bank in full for the cost of repairs. Unless the Company compensates the Bank for the full cost of repairs within the term set by the Bank, the Bank shall be entitled to impose a penalty on the Company in an amount equal to the expenses incurred by the Bank for the repair of the POS terminal and, if the Company fails to pay the penalty, draw the penalty amount by direct debit

(without the Company's further consent and/or without any further notice) from any of the Company's accounts (with currency conversion, if necessary, based on the FX rate as of the date of debiting);

2.2.1.31 If the POS terminal is not returned/is lost, the Bank is entitled to impose a penalty on the Company in an amount equal to the residual value of the POS terminal (established based on the market value, with normal wear and tear considered) and, if the Company fails to pay the penalty, the Bank is entitled to draw the penalty amount by direct debit (without the Company's further consent and/or without any further notice) from any of the Company's accounts (with currency conversion, if necessary, based on the FX rate as of the date of debiting). If the Company returns the POS terminal to the Bank after it pays the penalty referred to herein / after the penalty amount is debited from the Company's account(s), the Bank will accept the POS terminal (and will return the amount of the penalty paid by the Company/debited from the Company's account(s)) only provided the Bank assesses the functioning of the POS terminal and determines that its condition corresponds to the amount of the penalty charged (paid/debited), and less than 6 (six) months have elapsed since the date the penalty was paid / was drawn by direct debit;

2.2.1.32 If POS terminal accessories stipulated by the Acceptance and Delivery document are lost, the Bank is entitled to impose a penalty on the Company in an amount equal to the value set forth in the Acceptance and Delivery document, and if the Company fails to pay the penalty, draw the penalty amount by direct debit (without the Company's further consent and/or without any further notice) from any of the Company's accounts (with currency conversion, if necessary, based on the FX rate as of the date of debiting);

2.2.1.33 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);

2.2.1.34. 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.

2.2.1.35 Ensure unimpeded customer access to all internet and/or information resources that are to be used under this Agreement and are necessary for buying the goods/services / immediately resolve all issues/errors to prevent any loss or failure on the customer's side.

2.2.1.36 Not accept a card payment (and shall report all such attempts to the Bank) if:

- The card has expired, is blocked or lacks standard payment card details;
- The card has a signature field, but the signature is not provided.
- In case of magnetic stripe payments, the signature on the card does not match the signature on the payment receipt.

2.2.1.37 In case of rejecting a transaction (refusing to accept a payment), provide the Bank with detailed information to account for the refusal.

2.2.1.38 In case of an incorrectly processed transaction (including double or late charging), refund the Bank the loss incurred within 10 (ten) days of identifying the transaction.

2.2.2 <u>The Merchant is authorized to</u>:

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;

2.2.2.3 Receive from the Bank the unique transaction code / pending payment amount and currency details for each card transaction, for transaction identification purposes, at intervals agreed with the Bank in advance (but at least once a month)

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.

2.4 For the purposes of the Company's use of the Service envisaged by Annex 3 hereof, the Parties agree on the following:

2.4.1 The Bank will activate the Service for the company according to the procedure/in the form established by the Bank (including based on the Company's authorized representative's confirmation/validation of the Tripartite

Agreement on POS Tipping Feature (Annex 3 to the Agreement) via internet bank / from the email address registered with the Bank and the Manager's confirmation/validation thereof via internet bank).

2.4.2 The Company's authorized representative(s) (Director(s)) shall designate/appoint persons (hereinafter the "Delegated Person(s)") via an internet bank notification / the email address registered with the Bank. The Delegated Person(s) will inform the Bank, from the email address indicated in the aforementioned notification/email message, regarding manager replacement (hereinafter the "Manager Replacement Statement") / activation of the POS Terminal Tipping Feature for any merchant of the Company / deactivation of the POS Terminal Tipping Feature. Furthermore, the Director(s) shall notify the Bank regarding the replacement of Delegated Person(s) using internet bank / the email address registered with the Bank and shall therewith provide the email address from which the new Delagated Person will perform actions within their duty. The aforementioned does not preclude notifying the Bank regarding manager replacement / the POS Terminal Tipping Feature activation/deactivation for any merchant of the Company directly by the Company's authorized representative(s).

2.4.3 The Manager Replacement Statement must include manager information and the bank account number to which tips envisaged by Annex 3 are credited. Furthermore, the Delegated Person must have the Manager's consent regarding the Manager's personal data transfer to the Bank for executing the Tipping Feature Agreement.

2.4.4 In case of manager replacement, the Agreement envisaged by Annex 3 does not require additional confirmation/validation from the Company and is to be sent via a remote channel (internet bank) to the Manager only.

2.4.5 If the Company does not notify the Bank about the replacement of the Bank's Delegated Person and/or Manager in due time and appropriately, the Bank shall not be held responsible for the consequences of non-notification (including for any damage/loss that the Company may thus incur). Neither is the Bank responsible for the consequences of receiving notifications/information via the email addresses envisaged in 2.4.1 and/or 2.4.2 from persons other than the Company's Authorized Representative(s)/Delegated Person(s) and for acting accordingly.

2.5. In the event that a fee for transactions performed through a Digital Wallet using partner (friendly)/other banks' cards is not/has not been determined between the Parties, the Parties agree that such fee shall be equal to the fee established for cards issued by other (non-partner) Georgian banks.

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.

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.

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 shall not be responsible to transfer gratuities/tips from the gratuities/tipping account to the Company employee(s) by the Company/Manager.
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, electorically). 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, electorically) and shall be subject to all provisions / articles / paragraphs / conditions thereof.

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 tranfer 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.

Annex #3

Agreement

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(s)/Gratuity(ies)") 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.
2. Rules for tipping:
   - 2.1 Based on the Company's application/request, the Bank will activate for the Company a tipping feature on its POS terminal, which will allow the following:
     - 2.1.1 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;
   - 2.2 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.
   - 2.3 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 tips to the Manager Account(s) for tips indicated in the Company's respective application/request, in line with Subparagraph 2.1.1.2 of General Provisions of the POS Terminal Agreement.
3. POS tipping rules and guidelines are provided in detail on: https://www.tbcbank.ge/web/ka/web/guest/pos-terminals.
4. The Bank shall not be responsible to transfer tips from the tipping account to the Company employee(s) by the Company/Manager.
5. The Company undertakes to forthwith notify the Bank about the replacement of the manager and the executing of a new agreement with a new manager (or revision of the existing agreement), or the termination of this Agreement, due to the aforementioned replacement, according to the procedure/in the form envisaged by the POS Terminal Service Agreement (while the Bank shall discontinue crediting tips to the Manager's account on the day of receiving the notification). Otherwise, the Bank is entitled to fully disclaim the responsibility for the consequences of crediting tips to the account of the Manager envisaged herein.
6. The Company is entitled to apply for the deactivation of the POS tipping feature by sending the Bank a relevant notification (according to the procedure/in the form envisaged by the POS Terminal Service Agreement for sending/exchanging notifications). The Bank shall ensure deactivation of the tipping feature and termination of this Agreement on the day of receiving the notification.
7. This Agreement is an integral part of the POS Terminal Agreement and shall be subject to all of the terms and conditions / articles / paragraphs /provisions thereof.

Annex #4

1. This Annex defines/sets out the detailed rules/terms and conditions for activating the pre-authorization feature for the Company / for the Company's use of pre-authorization. Furthermore, the Annex defines the general framework of actions/steps to be taken by the Company in the course of pre-authorization, as well as recommendations/points for consideration to ensure secure pre-authorization.
2. The pre-authorization feature will be activated/enabled upon the Bank's review and approval of the relevant application form submitted by the Company.
3. Under this Agreement, pre-authorization is defined as placing a temporary hold on a transaction amount, to be followed by full or partial completion of the per-authorization by the Company or the release of the hold (return of the amount to the customer's account). Unless the Company completes preautorization (captures the pre-authorized amount) or releases the transaction amount within 30 (thirty) calendar days of placing the pre-authorization hold, the transaction amount will be released/returned to the customer's account automatically.
4. The Company is obliged to follow rules set out in this Annex while performing pre-authorization, accept pre-authorized payments using cards issued by international payment systems, and conduct all the procedures using a POS terminal.
5. Steps/actions set out in this Annex (placing a pre-authorization hold and completing the pre-authorization) can be performed by the Company's ~~duly~~ authorized employee. Furthermore, customer card details (in particular, the card number and the validity date) shall only be accessible to the Company's authorized representatives and person(s) or Company employees who have been granted the appropriate authority by the Company.
6. If the Company or the persons referred to in Paragraph 5 of this Annex violate the rules/terms and conditions/requirements set out herein, the Bank will not make pre-authorization settlement with the Company and/or shall not be obliged to pay the transaction amount to the Company's account.
7. The Company agrees that the Bank is entitled to charge an amount equivalent to the loss(es) incurred by the Bank as a result of chargeback(s) to the Company's account(s), by direct debit and without the Company's further consent, and, if necessary, convert the debited amount at the Bank's FX rate on the day of debiting.
8. Pre-authorization is performed using POS terminals and cards issued by international payment systems, and consists of the following steps:

- Initiating a pre-authorization (placing a temporary hold on the transaction amount);
- Pre-authorization Completion (a pre-authorization must be completed either on the full amount placed on hold or its less part).
- An option to cancel an initiated pre-authorization (prior to or after the end of the POS operating day) as well as a completed pre-authorization (only prior to the end of the POS operating day).

9. If operations under pre-authorization – the placing / release of a preautorization hold, charging the customer a penalty fee/fine / accepting the advance/the service cost from the customer / full or partial release/return of the amount placed on hold to the customer's account – are executed without the customer physically present at the Company (i.e. in case of card-not-present transactions), the Company must follow all the requirements set out below:

- Inform the customer about the terms of service (including the penalty fee(s)/fine(s) set by the Company for customers);
- Execute a pre-authorization only after the Company obtains the customer's consent via electronic or telephone communication;
- Keep strictly confidential the card details and other personal data submitted by the customer to the Company;
- Not execute a pre-authorization on a transaction for which the customer has not provided their consent;
- Not complete a pre-authorization if the pre-authorization request has been rejected.

10. For the purposes set out in Paragraph 9 of this Annex, it is recommended that the Company draft a consent statement template to be completed and submitted by customers. The consent statement should include the

description and terms of the service(s) offered by the Company, as well as the required data fields to be filled in by the customer:

- The customer's name and surname;
- The number and the issuing country of the customer's identification document (the ID card / international passport / driver's license, etc.);
- The payment card number;
- The expiry date of the payment card;
- The customer's check-in date;
- The length of the pre-authorization hold;
- The type of service for which the customer is applying;
  The customer's signature;

➢ Furthermore, the customer's consent statement (executed in writing) must indicate that the customer (*the customer's name and surname*) agrees to the terms offered by the Company and authorizes the Company to place a hold on or charge an amount equivalent to the price of service(s) in question (*one or several services*) to the customer's card (*the card number and expiry date*) without the customer's physical presence (i.e. as a card-not-present transaction).

➢ Along with the consent statement (executed in writing), the customer may also submit to the Company a photocopy of both sides of their payment card.

11. If the pre-authorization feature is enabled, the following operations can be performed on a POS terminal:

- Initiating a pre-authorization (placing a hold on funds on the card by entering the card number manually or by presenting the card (tapping the card over a POS terminal).
- Pre-authorization completion (capturing the amount on hold or its less part).
- An option to cancel an initiated pre-authorization (prior to or after the end of the POS operating day) as well as a completed pre-authorization (only prior to the end of the POS operating day).

12. The Company is entitled to complete a pre-authorization within 30 (thirty) days from the date of initiation. If a pre-authorization is not completed within the mentioned term, the amount placed on hold will be automatically released and made available to the customer. If the customer intends to receive services from the Company for more than 30 (thirty) days, a pre-authorization must be initiated for the full price of the service for which the customer applies and completed upon 30 (thirty) days from the date it was initiated for an amount equal to the price of service received by the customer over the mentioned period. A new pre-authorization must be initiated for the remaining amount which will be active for the next 30 (thirty) days. The Company shall retain the pre-authorization receipt(s) for at least 6 (six) months after completion.
13. At the stage of pre-authorization completion, an amount other than the pre-authorized one can be charged to the customer's card (relevant examples are provided in Paragraph 17 of this Annex). If the price of the service received by the customer is lower than the pre-authorized amount, the pre-authorization must be completed for an amount equal to the price of the service provided. If the provided price of the service is higher than the initially pre-authorized amount, the initial pre-authorization must be completed and a new one must be initiated for the remaining amount or, (i.e. in case of a card-present transaction), the outstanding amount must be charged from customer's card. The printed receipt must necessarily contain the customer's / the cardholder's signature.
14. While placing a hold on an amount, the Company shall inform the customer of the details, specifically:
    - The amount on hold;
    - The duration of the hold;
    - The final release / cancellation date;
    - The fee payable by the customer for the release of the funds on hold;

Furthermore,

➢ If the customer violates the term and/or conditions of the hold, the fee payable to the Company must not exceed the amount of which the Company informed the customer in advance;

- The Company must obtain from the customer the consent statement (executed in writing) described in Paragraph 10 of this Annex with all the necessary data;
- In case of the customer's cancellation of the service or no-show / failure to appear on the agreed date, the Company will charge the pre-authorized amount (complete the pre-authorization on the customer's card). The charged amount must not exceed the amount of which the Company informed the customer in advance.
- The Company shall provide the customer with a copy of the receipt and service cancellation terms and conditions by email within 3 (three) business days of pre-authorization completion.

14.1 Paragraph 21 of this Annex additionally defines actions/steps to be taken by the Company, as well as recommendations/points for consideration to ensure secure pre-authorization.

15. If the company discovers late that the customer has not paid for additional services (e.g. mini bar, fitness hall, etc.), the amount of the delayed and amended charges must be preauthorized within 30 (thirty) days of the customer's payment.
16. The Company is obliged to return to the customer, by issuing a credit transaction receipt, the amount that has been placed on pre-authorization hold or charged through pre-authorization, either fully or in part, in the following cases:

- The customer was overcharged;
- The customer should not have been charged for a certain service.

Terms and conditions when processing a refund

- Refunds available to the card from which the original charge was made.
- It is possible to process the cancellation of initiated pre-authorizations (before and after the end of the POS operating day) as well as completed pre-authorizations (only after the end of the POS operating day) via a POS terminal;
- A completed pre-authorization can be cancelled prior to the end of the operating day only;
- For the refund to be processed after the end of the operating day, the Company shall apply to the Bank with a refund request in writing (by visiting the Bank's branch or via a remote channel (by sending a message via the internet bank) (the application must include transaction details (amount, date, authorization code, the last 4 digits of the card (the details displayed on the receipt)).

17. Relevant information to be taken into account:

- Card details (card number, expiry date) must be entered correctly while initiating a card-not-present pre-authorization;
- Preuathorization completion can be performed once only, for the amount on pre-authorization hold or a smaller amount;
- An example of pre-authorization: if a pre-authorization was initiated for a 200 (two hundred) GEL but the total amount payable by the customer exceeds the sum (e.g. amounts to 300 (three hundred) GEL), the initiated pre-authorization must be completed for the amount placed on hold (200 (two hundred) GEL), and a new pre-authorization must be initiated for the outstanding 100 (one hundred) GEL), if the client is not physically present at the checkout (i.e. in case of a card-not-present transaction);
- Another example of pre-authorization: if a pre-authorization was initiated for a 200 (two hundred) GEL but the total amount payable by the customer is lower that the amount placed on hold (e.g. 100 (one hundred) GEL), the pre-authorization must be completed for the lower amount (100 (one hundred) GEL);
- Pre-authorization completion must only be performed on the POS terminal on which it was initiated (on which the amount was placed on hold);
- A pre-authorization hold can be cancelled before as well as after the end of the operating day;
- To cancel a preauthorization hold after the end of the operating day, the Company must apply to the Bank (via internet bank, by visiting the Bank's branch or calling the hotline: 2272730);
- A pre-authorization must be completed on the same card on which it was initiated.

18. Pre-authorized transactions are subjects to limits set by the Bank. The Bank informs the Company of these limits via remote channels (the Internet Bank).
19. The provisions included in this Annex are special terms/conditions for pre-authorizations to be executed by the Company. This Annex regulates the relations associated with the Company's use of the pre-authorization feature, while all other document(s)/agreements(s)/annex(es) signed /validated by the Company that have been aimed to regulate the use of the pre-authoriation feature shall be deemed cancelled. Nevertheless, if a similar document/agreement/annex prescribes pre-authorization limit(s) for the Company / sets out limit(s) negotiated with the Company, this/these limit(s) shall remain valid.
20. The Bank is entitled to amend the pre-authorization limits set for the Company either subject to mutual agreement with the Company or unilaterally (in compliance with the rules/terms set out in this Agreement). Furthremore, the Bank is entitled to notify the Company of amendments to the limit(s) via remote channels (including the Internet Bank).
21. This Paragraph sets out the general framework of actions/steps to be taken by the Company in the course of the pre-authorization process, as well as recommendations/points for consideration to ensure secure pre-authorization:

- **Notifying the cardholder of the amount to be pre-authorized:**
  - The Company must provide the cardholder, by written notice (including via email), with information on the estimated amount within which the pre-authorization will be executed, and must obtain the cardholder's written confirmation (including via email) of the specified amount prior to initiating the pre-authorization. Furthermore, if a pre-authorization hold is processed (a reservation/booking is accepted) based on a telephone conversation, the Company shall provide the cardholder, likewise in writing (including by email), with detailed information/explanations regarding the reservation/booking that is valid for 24 hours and obtain the cardholder's consent statement executed in writing.
  - The Company is obliged to inform the cardholder by email regarding the available currency options and/or provide them with / explain calculation details/rules based on relevant example(s)/formula(e).
  - The Company is required to allow/offer the customer a 24-hour period in which the customer may cancel their reservation without any further charge/fee. If the cardholder does not cancel their reservation within the period allowed / offered by the Company, the Company shall retain the reservation for 24 hours from the time of booking.

- **Amended or Delayed Changes**

  - The Company must provide the customer with information/document(s) about delayed charges in writing (including by mail). In particular:
    - ✓ In case of loss/damage - the Company must provide the customer with the following documents within 10 (ten) business days of the customer's return of the item / checkout, before the transaction is processed/the amount is charged:
      - The amended pre-authorization receipt;
      - A detailed account of delayed charge(s) explicitly indicating the cardholder's connection with the item/service delivered;
      - In case of vehicles – documentary proof of damage issued by the law enforcement authority and/or the insurer; in case of other items/services – any documentary proof of damage;
      - Documentary proof issued by the insurer attesting to the amount of damage/loss and establishing its connection to the cardholder (the cardholder's liability).

- ✓ In case of delayed charge(s) due to any other reasons:
  - A transaction receipt featuring delayed charges;
  - Documentary proof of the amount of delayed charges (for example, in case of parking and traffic violations – document(s) featuring the vehicle's state registration number, time/place of violation and the amount of fine in the state currency);
  - The Company must provide the document(s) within 10 (ten) days of authorization completion.
- ➢ The Company is not entitled to charge the cardholder additionally (for the damages/loss incurred) without the cardholder's consent provided in writing (including by email).

- **Recommandations against chargebacks:**

  - ➢ The Company must execute an agreement with the cardholder, under which the cardholder will consent to pre-authorization completion for the services rendered and/or loss/damaged caused;
  - ➢ The Company must notify the cardholder in a form/within a period set out in this Annex;
  - ➢ The transaction must be authenticated (e.g. by PIN entry, the cardholder is physically presented with physical card) during the execution/completion of the pre-authorization.
  - ➢ If the customer is physically present at the checkout (i.e. in the case of a card-present transaction), the authorization must be completed by the customer through using their card at a POS terminal and entering the PIN.

  - ➢ **Point for Consideration/Recommendations:**
    - ✓ If a pre-authorization hold is applied at the time of executing an agreement with the cardholder, the Company is entitled to charge/capture the pre-authorized amount (complete the pre-authorization) in compliance with the terms of the agreement;
    - ✓ If the agreement between the Company and the cardholder has already been executed / if the Company has the cardholder's card details, and a pre-authorization is initiated/completed upon detecting damage/loss, the Company must provide the cardholder with relevant information/documentation and charge the amount only upon obtaining the cardholder's consent (including via email). The cardholder shall not be charged solely on the basis of the agreement executed with the Company / the Company's holding of the cardholder's card details, unless the cardholder consents there to;
    - ✓ Regardless of the term indicated in this Agreement, the maximum pre-authorization hold period is set for companies according to their field of activity, starting from the date of initiating a pre-authorization:
      - 30 calendar days:

      Companies operating in sectors such as cruise services, reservation platforms, transportation rentals, hotels, motels, spas/recreational facilities;

      - 10 calendar days:

      Companies engaged in the rentals of aircraft, cycles, electric scooters, boats, clothing & costume (festive/thematic, etc.), DVDs & video equipment, furniture, tools & gear, hauling equipment/mobile setup/mobile camping area rentals.

      - 5 calendar days:

      All other businesses.

22. The Bank is entitled to discontinue the provision of this service to the Company (is entitled to disable the pre-authorization feature) unilaterally, at its own discretion, and inform the company thereof by sending a message via internet bank.
23. The Company is entitled to request the cancellation of the service envisaged by this Annex by sending the Bank a termination notice via the Internet Bank. The Bank will discontinue the service (disable pre-authorization) since the day it receives the aforementioned message from the Company.
24. This Annex is an integral part of this Agreement and is subject to all the terms and conditions / articles / paragraph / provisions of the Agreement.

Annex #5

This Annex sets out general guidelines and terms and conditions for activating/deactivating Dynamic Currency Conversion (DCC) on the Company's POS terminal.

1. The Bank is entitled to activate DCC on the Company's POS terminal at its own discretion, without the Company's prior consent, and notify the Company thereof via an Internet Bank message.
2. The Company is entitled to refuse to use DCC at any time within 5 (five) days of being notified by the Bank regarding DCC activation, by submitting its refusal statement via Internet Banking. The Company's failure to exercise the right of refusal described herein shall be deemed its consent to accept the activated service (DCC).
3. A detailed description of DCC / standard terms and conditions are provided on the Bank's website https://www.tbcbank.ge/web/en/web/guest/pos-terminals. The mentioned terms and conditions shall apply to all those companies for whom the Bank activates DCC at its own discretion.
4. Despite Paragraph 3 hereof, if the relations between the Bank and the Company with respect to DCC are governed by the guidelines other than those set out herein / by non-standard terms and conditions agreed by and between the Parties, the agreement on non-standard terms and conditions made by and between the Parties shall be given precedence over the relations defined in this Annex with respect to the DCC service.
5. The Bank reserves the right to deactivate DCC for the Company at its own discretion, without giving the Company a prior notice, and notify the Company of DCC deactivation via an Internet Bank message.
6. This Annex is an integral party of this Agreement and subject to all the terms and conditions/ articles/ paragraphs/ provisions thereof.

Annex #6

This Annex sets out the rules/terms and conditions governing the Company's use of Palm Payment (hereinafter referred to as the "Palm Payment Service"). The general process for accepting Palm Payment(s) shall be carried out in accordance with the following procedure:

1. Based on the relevant application/request submitted by the Company, the Bank shall consider the Company's request to use the Palm Payment Service and, if the Bank makes a positive decision, shall provide the Company with an integrated/non-integrated Palm Payment POS terminal required for the Palm Payment Service (hereinafter referred to as the "PPos Terminal"). Furthermore, for the purpose of providing the Palm Payment Service to the Company, the Bank shall be entitled to require the Company to submit any additional information and/or documentation.
2. The Palm Payment Service is a biometric payment acceptance solution that enables Users to make and authorize payments through palm identification without presenting a Card/Digital Wallet. The payment shall be completed through an account-to-account transfer within the Bank's internal systems - from the User's payment account maintained with the Bank to the Company's account.
3. The Company shall accept Palm Payments through a special PPos Terminal, which may be of either of the following types:
   a) Integrated - integrated with the Company's cash register (electronic cash register) system and/or POS Terminal;
   b) Non-integrated - operating as an independent payment method separately from the POS Terminal and cash register system.
4. The Bank shall be entitled to establish additional technical, integration and operational requirements with which the Company shall be obliged to comply.
5. Through palm identification, the User shall be able to pay the price of the Company's service/product from the TBC Bank account linked by the User to the User's palm.
6. Following the successful completion of a payment, the User shall be able to receive an SMS containing full information regarding the payment made by the User.
7. The tariff(s)/fees/other charges applicable to the Palm Payment Service shall be determined in the relevant application.
8. The Bank shall ensure that the Transaction amount is transferred/credited to the Company's account in accordance with the terms and conditions of this Agreement no later than the second/following Banking Day after the Transaction is conducted.
9. For the purpose of activating the service specified in this Annex for the Company, the Bank shall be entitled to transfer to third party(ies) providing technical support for the service any information/data relating to the Company that is necessary for carrying out technical work associated with the service.
10. A detailed description of the rules/terms and conditions governing the use of the Palm Payment Service is available on the Bank's website at https://tbcbank.ge/other-products/palm-pay and constitutes an integral and inseparable part of this Agreement.
11. The Company shall monitor the location of the PPos Terminals and shall not permit their transfer to any third party(ies). If a Terminal comes into possession of any third party(ies), the Bank shall be released from liability for any consequences/loss arising from the use of the PPos Terminal by such third party(ies).
12. The registration of Users for the Palm Payment Service shall be carried out exclusively by the Bank through TBC Mobile Bank.
13. A Payer may activate the Palm Payment Service by completing on-site registration.

14. On-site registration means the activation of the Palm Payment Service by the Payer at the relevant location by scanning the QR code displayed on the screen of the PPos Terminal. Upon scanning the QR code, the User shall be redirected to TBC Mobile Bank, where the User shall accept the terms and conditions for activating the Palm Payment Service, designate a Linked Account and, following successful palm authentication, activate the Palm Payment Service.
15. The Company's role in the Payer's registration process shall be limited solely to ensure the availability of the PPos Terminal.
16. The Company and any person associated with the Company, including its employees, are prohibited from:
    a) completing and/or confirming any stage of registration on behalf of the User;
    b) using or accessing a mobile device on behalf of the User, or requesting or storing the User's authentication data, including an OTP code;
    c) physically guiding the User's hand for the purpose of controlling its placement on the device;
    d) collecting, recording, storing and/or otherwise processing palm biometric data;
    e) making any statement concerning the Palm Payment Service, except for information agreed in advance between the Company and the Bank.
17. If verification of the User's palm is unsuccessful or a payment made using this method is declined for any reason, the Company shall offer the User the option of completing the payment using another means of payment available to the User.
18. In the event of any problem(s), defect(s) or malfunction arising in connection with the Palm Payment Service, the Company shall be entitled to notify the Bank immediately by calling: 032 2272730.
19. In the event of a Chargeback, the Company shall provide the Chargeback documentation/information requested by the Bank in accordance with the Chargeback process established under this Agreement.
20. The Bank shall be entitled, at its sole discretion and unilaterally, without prior notice to the Company, to terminate the service provided to the Company under this Annex and notify the Company thereof by sending a notification through Internet Bank.
21. The Company shall be entitled to request the termination of the service provided under this Annex by sending a termination notice to the Bank through Internet Bank. Upon receipt of such notice, the Bank shall terminate the service.
22. This Annex constitutes a material and integral part of this Agreement, and all terms/Articles/Clauses/provisions of the Agreement shall apply to it. Furthermore, unless otherwise provided in this Annex, all terms and conditions, rights, obligations, restrictions, liabilities and other provisions stipulated in the Agreement in relation to a POS Terminal shall apply in full to the PPos Terminal.