

Terms and Conditions

22 September 2026

Please read these Terms and Conditions (the “Rules”) carefully. These Rules govern your participation in and use of the **“Stocks Without Loss” campaign**. By Participating in the Campaign, you acknowledge that you have read, understood, and agreed to be bound by these Rules.

1. Campaign Description

1.1. The **“Stocks Without Loss” Campaign** is an investment campaign intended for users who have not previously purchased any shares through the TBC Mobilebank Investments Platform.

1.2. The Campaign Period shall run from **22.09.2026** to **22.10.2026** and shall be available exclusively to the first **1,000 (one thousand)** users who satisfy the eligibility requirements set forth in these Rules (the “Campaign Period”).

1.3. Within the framework of the Campaign, users of the Investments Platform shall be entitled to purchase shares of one of the following pre-selected companies: **Meta Platforms, Inc. (META), Alphabet Inc. (GOOGL), or Amazon.com (AMZN)** (hereinafter, collectively or individually, the “Company”) through TBC Capital LLC (Identification Number: 204929961) (“TBC Capital”) for a predetermined fixed amount of **USD 50** (fifty United States Dollars) (the “Purchase Price”). In the event that, as of the expiration date of the Protection Period, the market value of the share(s) purchased under the Campaign is lower than the Purchase Price, TBC Capital shall compensate the user for the difference between the Purchase Price and the Closing Price of such share(s) determined on the final day of the Protection Period (the “Loss”).

2. Main Terms of the Campaign

2.1. The Campaign is intended exclusively for TBC Mobilebank users who are registered on the Investments Platform, maintain an active investment account, and have not executed any trading transaction prior to joining the Campaign (i.e., have not purchased any shares before participating in the Campaign).

2.2. The Campaign may be activated solely through the following official channels: the dedicated Campaign banner/tab (**widget**) located on the Investments page of the TBC

Mobilebank Investments Platform; or the dedicated Campaign banner/tab (widget) is located on the Portfolio page.

2.3. The Campaign may be activated only during the Campaign Period and only by the first **1,000 (one thousand)** eligible users, provided that the Campaign remains available to such users through the official channels specified in Clause 2.2.

Participation in the Campaign is limited to one-time activation per user. Within the Campaign, a user may select shares of only one Company from the Companies offered and execute only one purchase transaction in the amount of **USD 50 (fifty United States Dollars)** determined by TBC Capital.

2.4. A period of **30 (thirty) calendar days** commencing from the date of purchase of the share(s) shall constitute the protection period (the “Protection Period”).

Upon expiration of the Protection Period, the user shall be eligible for Loss compensation only if all requirements, conditions, and obligations established by these Rules have been fully, accurately, and strictly complied with.

The final market value of the share recorded on the last day of the Protection Period shall constitute the **Closing Price**.

2.5. Upon expiration of the Protection Period, full legal and beneficial ownership of the shares shall remain vested in the user, who shall be solely entitled to dispose of such shares at their discretion.

Any risk associated with fluctuations in the value of the shares following the expiration of the Protection Period, whether positive or negative, shall be borne exclusively by the user.

TBC Capital shall have no obligation whatsoever to compensate any Loss arising from a decline in the value of the shares after the expiration of the Protection Period.

2.6. By accepting these Rules, the user acknowledges and agrees that TBC Capital shall have the sole and absolute discretion to determine:

- the Company or Companies whose shares may be purchased under the Campaign;
- the Campaign Period;
- the Protection Period;
- the applicable investment amount;

- the number of participating users;
- the target audience eligible for participation; and
- any additional terms, conditions, requirements, or restrictions relating to the Campaign.

2.6.1. TBC Capital shall independently determine the users to whom the Campaign will be made available.

The availability of the Campaign to any particular user shall constitute the exclusive right of TBC Capital and shall not be construed as an obligation on the part of TBC Capital.

2.7. Shares purchased under the Campaign shall be displayed on the TBC Mobilebank Investments Platform, including the Portfolio page and the “My Investments” section, where such shares shall be identified by a dedicated icon.

3. Loss Compensation Procedure

3.1. In order to be eligible for compensation of the Loss under the Campaign, the user must purchase shares of only one Company for the Purchase Price of **USD 50 (fifty United States Dollars)** predetermined by TBC Capital and must not sell, nor place any order to sell, such shares, whether in whole or in part, prior to the expiration of the Protection Period.

3.2. Compensation of the Loss shall be provided only when the Closing Price on the last day of the Protection Period is lower than the Purchase Price.

3.2.1. If the final day of the Protection Period falls on a non-trading day, the Closing Price of the most recent available trading day shall be used for comparison purposes.

3.3. If a Loss is determined in accordance with Clause 3.2, the user shall be compensated for such Loss based on the difference between the Purchase Price and the Closing Price.

The compensation amount shall be credited to the user’s investment account within no more than **3 (three) business days** following the expiration of the Protection Period.

3.4. TBC Capital shall be released from any obligation to compensate the Loss if no decline in value is identified based on the comparison between the Purchase Price and the Closing Price, including where the value of the share has increased or remained unchanged.

For the avoidance of doubt, TBC Capital shall not be obliged to compensate for any interim decrease in value that may occur between the date of purchase and the expiration of the Protection Period.

3.5. If the user sells shares purchased under the Campaign, whether partially or in full, and/or places a sell order that fully or partially includes such shares, the user shall automatically cease to be eligible for participation in the Campaign and shall not be entitled to receive Loss compensation, irrespective of whether a decline in value has occurred.

3.6. Information regarding Loss compensation shall be communicated to the user by SMS sent to the telephone number registered within the TBC Mobilebank system.

Notification shall be sent in either of the following circumstances:

where the Loss has been compensated; or

where no Loss has been identified.

3.7. By accepting these Rules, the user acknowledges and confirms that the Protection Period applies exclusively to shares purchased within the Campaign and only for the duration of the Protection Period, provided that all requirements established by these Rules have been fully, accurately, and strictly complied with.

Accordingly, shares purchased outside the scope of the Campaign, including shares of the Companies offered within the Campaign, shall not be subject to the Protection Period and shall not qualify for Loss compensation.

3.7.1. The maximum amount of Loss compensation payable to a user under the Campaign shall not exceed **USD 50 (fifty United States Dollars)**.

3.8. For the avoidance of doubt, TBC Capital shall assume the obligation to compensate the Loss solely where all terms, conditions, and requirements established by these Rules have been fully, accurately, and strictly complied with.

TBC Capital shall not compensate any Loss:

after the expiration of the Protection Period;

after the participant limit specified in Clause 1.2 has been reached;

where the user breaches any provision of these Rules, including by selling shares purchased under the Campaign or placing an order for their sale.

TBC Capital shall be entitled, at its sole discretion, to determine whether a user is eligible for Loss compensation and whether any obligation or requirement under these Rules has been breached.

4. Liability

4.1. TBC Capital shall not be liable for any direct, indirect, special, incidental, consequential, or other damage arising from the unlawful use of the Campaign, the unlawful use of shares purchased under the Campaign, or any breach of these Rules.

4.2. The user acknowledges and agrees that TBC Capital shall not be liable for any direct or indirect losses resulting from technical, operational, or communication failures, including failures attributable to the systems of the independent broker, **DriveWealth LLC**, nor for any loss resulting from the user's use of software or a version of Mobilebank that has not been updated to the latest available version.

4.3. The user acknowledges and agrees that information relating to shares and their prices is provided by the independent broker, **DriveWealth LLC**, and TBC Capital shall not be responsible for the accuracy, completeness, or correctness of such information.

4.4. The user acknowledges and

agrees that the Campaign does not constitute investment advice, legal advice, financial advice, or any other form of professional advice provided by TBC Capital.

TBC Capital assumes no responsibility for future financial outcomes, and the user fully acknowledges that any risk associated with a decrease in the value of shares following the expiration of the Protection Period shall be borne solely by the user.

4.5. The user acknowledges and agrees that if shares of any Company included in the Campaign are purchased outside the scope of the Campaign, regardless of whether the transaction amount equals the Purchase Price of **USD 50 (fifty United States Dollars)** or any other amount, such purchase shall not be subject to the Protection Period or any associated compensation mechanism.

Accordingly, all financial risks and liabilities arising from such transaction shall be borne solely by the user.

5. Miscellaneous Provisions

5.1. These Rules shall be governed by and construed in accordance with the laws of Georgia and the **TBC Capital Investments General Agreement** entered between the user and TBC Capital.

5.2. The user shall not participate in the Campaign and/or use shares purchased under the Campaign for any unlawful, fraudulent, abusive, or otherwise harmful purpose that may cause damage to TBC Capital.

5.3. TBC Capital reserves the unilateral and unconditional right, at its sole discretion, to amend, modify, supplement, suspend, or terminate these Rules at any time, and the user shall remain responsible for complying with the Rules as amended from time to time.

For additional information, please contact us:

(+995 32) 227 27 27 97

Support@tbccapital.ge