TERMS AND CONDITIONS

14/09/2026

Please carefully read these Terms and Conditions (the "Terms"), which govern your participation in the "TBC Mobile Banking Investments – Activation Campaign" (hereinafter referred to as the "Campaign"). By participating in the Campaign, you acknowledge that you have read, fully understand and agree to these Terms.

1. CAMPAIGN DESCRIPTION

1.1 The Campaign is organised by TBC Capital LLC (I/N: 204929961) (hereinafter referred to as "TBC Capital").

1.2 Under the Campaign, a Participant who fully satisfies the conditions set forth in these Terms shall receive 100% cashback of the commissions charged in connection with and paid by the Participant for eligible transactions executed on the U.S. market through TBC Bank JSC's Mobile Banking Investments Platform (hereinafter referred to as the "TBC Mobile Banking Investments Platform") from 00:00 on 1 October 2026 through 23:59 on 31 December 2026 (hereinafter referred to as the "Cashback Calculation Period"), subject to the terms and conditions set forth herein (hereinafter referred to as the "Cashback").

1.3 In addition to the Cashback specified in Clause 1.2 of these Terms, TBC Capital may provide the Participant with a one-time Welcome Bonus (hereinafter referred to as the "Welcome Bonus"), which shall be granted in limited quantities, and the amount and conditions for granting which shall be determined in accordance with these Terms.

1.4 The Campaign applies only to eligible transactions executed on the U.S. market through the TBC Mobile Banking Investments Platform. Transactions/operations involving financial instruments with a market value of USD 5 (five U.S. dollars) or less on the U.S. market (Penny Stocks), transactions executed on the UK market, deposits of funds into the UK investment account, operations relating to the UK investment account, and operations/transactions executed within the Smart Portfolio shall not be taken into account for the purposes of the Campaign.

2. CAMPAIGN PERIODS

2.1 The period for joining the Campaign and satisfying the conditions stipulated by these Terms shall be from 00:00 on 15 September 2026 through 23:59 on 30 September 2026 (hereinafter referred to as the "Campaign Participation Period").

2.2 The Cashback Calculation Period shall be from 00:00 on 1 October 2026 through 23:59 on 31 December 2026. This means the period during which commissions charged in connection with transactions executed by the Participant shall be refunded to the Participant as Cashback in accordance with these Terms.

3. ELIGIBILITY REQUIREMENTS

3.1 To participate in the Campaign, an individual must, during the Campaign Participation Period, complete the special electronic Campaign participation form (TBC Investments | Exclusive Offer – Fill out form) (hereinafter referred to as the "Electronic Form") and receive confirmation from TBC Capital of their participation in the Campaign.

3.2 In addition to fulfilling the requirement set forth in Clause 3.1 of these Terms (including receipt of confirmation of participation from TBC Capital), an individual shall be eligible to participate in the Campaign if they satisfy one of the following criteria:

3.2.1 during the Campaign Participation Period, the individual opened an investment account on the TBC Mobile Banking Investments Platform for the first time and, during the same period, deposited into the relevant investment account for the U.S. market funds in an amount of at least USD 10,000 (ten thousand U.S. dollars) or financial instruments with a value of at least USD 10,000 (ten thousand U.S. dollars); or

3.2.2 the period from 00:00 on 1 March 2026 until the commencement of the Campaign Participation Period, the individual did not use the investment account on the TBC Mobile Banking Investments Platform, which means that during such period there were no balances (cash or financial instruments) in the investment account and no purchase and/or sale transactions were executed, and, during the Campaign Participation Period, the individual deposited into such investment account funds in an amount of at least USD 10,000 (ten thousand U.S. dollars) or financial instruments with a value of at least USD 10,000 (ten thousand U.S. dollars).

3.3 For the purposes of these Terms, depositing financial instruments into an investment account for the U.S. market on the TBC Mobile Banking Investments Platform includes, inter alia, transferring financial instruments from another financial institution to the relevant investment account for the U.S. market on the TBC Mobile Banking Investments Platform. <u>For the avoidance of doubt, the transfer of funds and/or financial instruments from any account maintained within the scope of brokerage and/or investment services provided by TBC Capital shall not constitute fulfilment of the conditions stipulated by these Terms.</u> Where financial instruments are transferred from another financial institution, such financial instruments must be fully reflected in TBC Capital's relevant systems and in the Participant's relevant investment account for the U.S. market on the TBC Mobile Banking Investments Platform no later than 23:59 on 30 September 2026.

3.4 In order to participate in the Campaign and retain the right to receive the Cashback:

3.4.1 the Participant must ensure that, as at 23:59 on 30 September 2026, the total market value of the financial instruments held in the relevant investment account with TBC Capital is at least USD 10,000 (ten thousand U.S. dollars), and must maintain such financial instruments in the relevant investment account through and including 23:59 on 31 December 2026, without selling, withdrawing, moving or transferring them. A subsequent decrease in the market value of the financial instruments resulting from changes in the market price of the relevant financial instruments shall not, in itself, result in the loss of the right to receive the Cashback; and/or

3.4.2 where the Participant deposits funds into the investment account in accordance with these Terms for the purpose of satisfying the Campaign conditions, as at 23:59 on 31 December 2026, the total amount of funds deposited into the relevant investment account during the relevant period less the total amount of funds withdrawn during such period must be at least USD 10,000 (ten thousand U.S. dollars).

3.5 If the financial instruments specified in Clause 3.4 are sold, withdrawn, moved or transferred, in whole or in part, and/or funds specified in Clause 3.4 are withdrawn in an amount resulting in the total amount of funds deposited during the Cashback Calculation Period less the total amount of funds withdrawn during such period being less than USD 10,000 (ten thousand U.S. dollars), the Participant shall lose the right to receive the Cashback for the entire Cashback Calculation Period, including for any period during which the Participant had previously satisfied the conditions stipulated by these Terms. This rule shall apply regardless of whether the relevant action was taken before or after the crediting of the Welcome Bonus.

3.6 If the funds or financial instruments specified in Clause 3.4 are withdrawn, in whole or in part, moved or transferred prior to the end of the Campaign Participation Period, the Participant shall automatically, without any additional notice, lose their eligibility to participate in the Campaign, and the conditions for granting the Cashback and Welcome Bonus stipulated by these Terms shall no longer apply to such Participant.

3.7 Funds and/or financial instruments deposited into the relevant investment account in accordance with these Terms for the purpose of satisfying the Campaign conditions may not be moved to or used within the Smart Portfolio.

3.8 The value of financial instruments contemplated by these Terms shall be determined based on their market value reflected in TBC Capital's relevant systems, in accordance with the data used by TBC Capital at the relevant time of valuation.

3.9 Employees of TBC Bank JSC (I/N: 204854595) and TBC Capital are not eligible to participate in the Campaign, including persons who become employed during the Campaign, irrespective of the form of their employment relationship, including, without limitation, an indefinite-term or fixed-term employment agreement, probationary period, internship or any other type of arrangement equivalent to an employment relationship.

3.10 The granting of the Welcome Bonus constitutes an exclusive discretionary right of TBC Capital and not an obligation. TBC Capital shall be entitled, at its sole discretion, independently and at any time, without any obligation to provide additional justification or prior notice, to determine the persons eligible to receive the Welcome Bonus, amend the conditions for granting it and/or unilaterally terminate or limit the granting of the Welcome Bonus. This shall apply notwithstanding the fact that the Participant has received confirmation of participation in the Campaign and/or has fully satisfied the conditions stipulated by these Terms. Confirmation of participation in the Campaign and/or fulfilment of the conditions shall not automatically give rise to an obligation of TBC Capital to grant the Welcome Bonus and shall not entitle the Participant to demand the Welcome Bonus or raise any claim, demand and/or dispute on such grounds.

4. REGISTRATION PROCESS

4.1 To participate in the Campaign, the Participant must register through the Electronic Form during the Campaign Participation Period and, during the same period and following registration through the Electronic Form, ensure that the relevant assets (cash and/or financial instruments) are deposited into the investment account in accordance with Article 3 of these Terms.

4.2 During registration, the Participant must provide complete and accurate information in the Electronic Form, including their first name, surname, personal identification number, telephone number and email address. The Participant must also indicate in the Electronic Form the preferred method of funding the investment account: depositing cash or transferring financial instruments from another financial institution.

4.3 By registering, the Participant agrees and confirms that:

- their personal data will be processed for the purposes of the Campaign in accordance with the conditions and procedures set forth in Article 8 of these Terms; and
- they agree to and undertake to comply with the terms and obligations stipulated by these Terms.

4.4 All communications between TBC Capital and the Participant in connection with the Campaign shall be conducted through the email address or telephone number provided by the Participant during registration in accordance with Clause 4.2 of these Terms. The Participant shall be solely responsible for the accuracy, completeness and accessibility of the provided email address and telephone number.

4.5 Following the expiry of the Campaign Participation Period, from 30 September 2026 through 5 October 2026, TBC Capital shall verify the data of registered Participants for compliance with the conditions established by these Terms. Confirmation of participation in the Campaign (the relevant notification) shall be sent only to Participants who fully satisfy the criteria and conditions established by these Terms. The notification shall be sent to the email address or telephone number provided during registration in accordance with Clause 4.2. Failure to receive such notification shall mean that the individual does not satisfy the Campaign requirements and is not eligible to participate in the Campaign.

4.6 Failure to satisfy any of the conditions stipulated in this Article, provision of incomplete information and/or refusal to accept or agree to the conditions specified in Clause 4.3 shall automatically exclude the Participant from participation in the Campaign. TBC Capital reserves the right, without any obligation to provide additional justification, to exclude from the Campaign any Participant whose submitted information is inaccurate, incomplete and/or does not comply with the Campaign requirements.

5. CASHBACK AND WELCOME BONUS

5.1 Under the Campaign, a Participant who fully satisfies the conditions set forth in these Terms shall receive 100% of the commissions charged in connection with and paid by the Participant for eligible transactions executed on the U.S. market through the TBC Mobile Banking Investments Platform from 00:00 on 1 October 2026 through 23:59 on 31 December 2026 (the Cashback Calculation Period) as Cashback.

5.2 For the purpose of calculating the Cashback, only the relevant commissions charged to and paid by the Participant in connection with transactions executed on the U.S. market during the Cashback Calculation Period shall be taken into account..

5.3 **The following shall not be taken into account in calculating the Cashback:**

5.3.1 commissions relating to transactions involving financial instruments with a market value of USD 5 (five U.S. dollars) or less (Penny Stocks);

5.3.2 commissions relating to operations/transactions executed on the UK market;

5.3.3 operations and commissions relating to the investment account for the UK market;

5.3.4 commissions relating to operations/transactions executed within the Smart Portfolio; and

5.3.5 any tax, fee, expense or other amount that does not constitute a relevant commission contemplated by this Article.

5.4 The final amount of the Cashback shall be determined following the end of the Cashback Calculation Period based on the data reflected in TBC Capital's relevant systems. The Cashback shall be credited to the relevant investment account for the U.S. market maintained on the TBC Mobile Banking Investments Platform as a single lump-sum payment no later than 15 January 2027.

5.5 In addition to the Cashback provided for under these Terms, TBC Capital may grant the Participant a one-time Welcome Bonus, the amount of which shall be determined based on the actual balance and/or market value of financial instruments recorded in the Participant's relevant investment account for the U.S. market during the Campaign Participation Period in accordance with these Terms.

5.6 The amount of the Welcome Bonus shall be determined as follows:

Recorded balance and/or market value on the investment account	**Welcome Bonus amount**
From USD 10,000 through and including USD 50,000	USD 50
More than USD 50,000 through and including USD 100,000	USD 100
More than USD 100,000 through and including USD 250,000	USD 200
More than USD 250,000	USD 500

5.7 For the purpose of determining the amount of the Welcome Bonus, the actual balance and/or market value of financial instruments recorded in the Participant's relevant investment account for the U.S. market as at 23:59 on 30 September 2026, being the end of the Campaign Participation Period, shall be taken into account.

5.8 For the purpose of determining the amount of the Welcome Bonus, the balance in the investment account and/or the market value of financial instruments shall be determined solely and independently by TBC Capital based on the data reflected in its relevant systems.

5.9 The Welcome Bonus shall be credited to the Participant's relevant investment account for the U.S. market maintained on the TBC Mobile Banking Investments Platform as a one-time payment no later than 15 October 2026.

5.10 Following the crediting of the Welcome Bonus, the Participant shall be required to maintain in the relevant investment account the funds and/or financial instruments used as the basis for determining the amount of the Welcome Bonus through and including 23:59 on 31 December 2026 and shall not withdraw, move or transfer such funds or financial instruments, in whole or in part. If, following the crediting of the Welcome Bonus, the Participant withdraws, moves or transfers such funds and/or financial instruments, in whole or in part, TBC Capital shall be entitled, independently and at its sole discretion, without any additional notice, to cancel the credited Welcome Bonus and deduct the relevant amount from funds available in, or subsequently credited to, the Participant's investment account and/or require the Participant to return such amount.

5.11 During the Campaign Period, the balance and/or market value of financial instruments maintained in the Participant's investment account shall be monitored periodically for the purpose of verifying compliance with the requirements established by these Terms. If such monitoring reveals that the Participant no longer satisfies the relevant requirement established by these Terms, TBC Capital shall be entitled, independently and at its sole discretion, to exercise the right provided for in Clause 9.3 of these Terms. In addition, if such monitoring reveals that the Participant has breached any of the conditions set forth in Clause 3.4, the Participant shall lose the right to receive the Cashback for the entire Cashback Calculation Period, including for any period during which the Participant had previously satisfied the conditions stipulated by these Terms.

5.12 The Cashback and Welcome Bonus shall be credited only if, at the time of the relevant payment, the Participant's investment account has not been closed and the investment services have not been suspended or terminated.

5.13 If, following the crediting of the Cashback and/or Welcome Bonus to the Participant, it is determined that, at the time of receiving the relevant Cashback and/or Welcome Bonus, the Participant did not satisfy the conditions established by these Terms or breached such conditions, TBC Capital shall be entitled to cancel the relevant Cashback and/or Welcome Bonus and require the Participant to return the relevant amount or deduct such amount from funds available in, or subsequently credited to, the Participant's investment account.

5.14 If a negative balance is recorded in the Participant's investment account during the Cashback Calculation Period and/or at the time of crediting the Cashback and/or Welcome Bonus, TBC Capital shall be entitled, independently and at its sole discretion, to deduct the relevant negative balance (indebtedness) from the amount of the Cashback and/or Welcome Bonus to be granted and/or reduce or cancel the amount of the Cashback and/or Welcome Bonus to be granted in proportion to such indebtedness.

6. LIABILITY

6.1 TBC Capital shall not be liable for any resulting loss or damage, including direct, indirect, special, incidental or consequential loss or damage, arising from the unlawful use of the Campaign and/or the relevant financial instruments and/or funds and from any breach of these Terms.

6.2 By agreeing to these Terms, the Participant acknowledges and confirms that TBC Capital shall not be liable for any direct or indirect loss arising from technical, operational or communication disruptions, including disruptions in the systems of the independent broker, DriveWealth LLC, or for any damage/loss caused by the Participant's use of software or a version of the Mobile Banking application that has not been updated to the latest available version.

6.3 By agreeing to these Terms, the Participant acknowledges and confirms that information concerning financial instruments and their prices is provided by the independent broker, DriveWealth LLC, and TBC Capital assumes no liability for the correctness or accuracy of such information.

6.4 The Participant acknowledges and confirms that the Campaign does not constitute investment, legal, financial or other advice, recommendation, offer, offer to sell, solicitation of an offer or encouragement to invest by TBC Capital. TBC Capital shall not be liable for any actual and/or future financial results. Any decision to make an investment shall be made independently by the Participant.

7. DISQUALIFICATION OF THE PARTICIPANT

7.1 TBC Capital shall be entitled, at its sole discretion and at any stage of the Campaign, including after completion of the Campaign, to terminate or restrict the Participant's participation in the Campaign (disqualify the Participant) in the event of a breach of the conditions stipulated by these Terms, submission by the Participant of incorrect, incomplete and/or inaccurate information, or on any other grounds, without any obligation to provide additional notice, justification or explanation.

7.2 If TBC Capital exercises its disqualification right under this Article, the disqualified Participant shall not be entitled to receive the Cashback or Welcome Bonus, irrespective of the stage of the Campaign, and shall have no right to require recognition of any results recorded within the Campaign and/or claim any form of compensation.

8. PROCESSING OF PERSONAL DATA

8.1 By participating in the Campaign, the Participant consents to TBC Capital and TBC Bank JSC (I/N: 204854595) processing the personal data provided in the registration form specified in Clause 4.1 and obtained for the purpose of registration on the TBC Mobile Banking Investments Platform, for the purposes of participation in and administration of the Campaign, in accordance with the Law of Georgia on Personal Data Protection.

8.2 The Participant shall have the right, at any time, to request information regarding the processing of their personal data or submit a request for the cessation of such processing through the following communication channels:

- Telephone: +995 322 27 27 97; or
- Email: info@tbccapital.ge

9. MISCELLANEOUS

9.1 These Terms shall be governed by and construed in accordance with the laws of Georgia and the "Master Agreement on The TBC Capital Investments" entered into between the Participant and TBC Capital.

9.2 The Participant shall not participate in the Campaign and/or use the relevant financial instruments and/or funds for any unlawful, fraudulent and/or purposes detrimental to TBC Capital.

9.3 TBC Capital reserves the unilateral, discretionary and unconditional right, at its sole discretion and without any obligation to provide reasons or grounds, on the basis of TBC Capital's internal procedures, policies and/or the legislation of Georgia, to suspend, restrict or terminate the Participant's participation in the Campaign if TBC Capital determines that the Participant is in breach of the Campaign Terms, the legislation of Georgia and/or that the Participant's actions are detrimental to TBC Capital.

9.4 The Participant shall have no right to claim compensation for any damage and/or loss from TBC Capital if the Participant fails to receive the Cashback and/or Welcome Bonus provided for under these Terms, including due to a technical disruption, failure to satisfy or breach of the conditions established by these Terms, disqualification or any other reason related to the Campaign.

9.5 TBC Capital reserves the unilateral and unconditional right to amend these Terms at any time, at its sole discretion and independently, and the Participant shall be obliged to comply with the amended Terms at all times.