TERMS AND CONDITIONS

05/11/2026

Please carefully read these Terms and Conditions (hereinafter - "**Terms**"), which govern your participation in the **"Register and Receive Rewards"** (hereinafter - "**Campaign"**). By participating in the **Campaign**, you acknowledge that you have read, fully understand and agree to these **Terms**.

By participating in the **Campaign**, you confirm that you have read the present **Terms**, agree to them, and undertake to comply with the requirements set forth therein.

1. CAMPAIGN DESCRIPTION

1.1 The **Campaign** is organised by **TBC Capital** LLC (I/N: 204929961) (hereinafter - "**TBC Capital**") and it is available to the users of JSC TBC Bank's (I/N: 204854595) Mobile Bank (hereinafter the – "**Mobile Bank**") **Investment Module** (hereinafter - "**Investment Module**"), in accordance with the terms and conditions set forth in the present **Terms.**

1.2 Under the **Campaign,** a Participant who registers for the first time in the **Mobile Bank Investment Module**, successfully opens an **Investment Account** (hereinafter - "**Investment Account**"), and meets the requirements set forth in the present **Terms**, will be credited with shares of „Alphabet Inc.", the total market value of which, at the moment of crediting the reward, amounts to the equivalent of 8 USD (hereinafter - "**Reward**"). **The disposal of the shares credited as a Reward shall be restricted for 60 (sixty) calendar days from the moment the Reward is credited to the relevant Participant's Investment Account (hereinafter - "Restriction Period"). During the Restriction Period, the Participant may not dispose of shares of the relevant company in a quantity that would reduce the number of that company's shares remaining in their Investment Account below the number of shares credited as the Reward. Upon expiry of the Restriction Period, this restriction shall be lifted automatically, without any additional notice.**

1.3 Participation in the **Campaign** and receipt of the **Reward** are possible only if the conditions set out in these **Terms** are met. Participation in the **Campaign** does not mean that an **Investment Account** will be opened automatically in the **Investment Module. TBC Capital** is entitled, at its sole discretion, to decide on its own whether to open an **Investment Account** or refuse to open one, taking into account the **Master Agreement**, applicable legislation and/or **TBC Capital's** applicable requirements and procedures.

2. CAMPAIGN PERIOD

2.1 The **Campaign** shall run from 05/11/2026 until 20/11/2026 inclusive (hereinafter - "**Campaign Period**").

2.2 For the avoidance of doubt, regardless of the date and time of any information or communication about the **Campaign** published by **TBC Capital**, the date from which the Participant may begin meeting the **Campaign** conditions shall be the start date of the **Campaign Period** set out in clause 2.1 of these **Terms**.

2.3 The right to receive the **Reward** under the **Campaign** arises only if the Participant meets the relevant conditions set out in these **Terms**. The **Reward** shall be credited after the end of the **Campaign Period**, within no more than 3 business days (hereinafter - "**Reward Transfer Period**"), provided that at the time

of crediting, the relevant Participant still meets the conditions for receiving the **Reward** set out in these **Terms**.

2.4 Each Participant who meets the requirements set out in these **Terms** shall be sent a notification in the **Mobile Bank** about receiving the **Reward**.

2.5 **TBC Capital** is entitled to stop admitting new Participants to the **Campaign** before the end of the **Campaign Period** if the maximum number of Participants set out in these **Terms** is reached and/or the number of **Rewards** allocated for the **Campaign** is exhausted.

3. ELIGIBILITY REQUIREMENTS

3.1 Person falling within the following criteria cumulatively is eligible to participate in the **Campaign**: (a) holds an active bank account at **JSC TBC Bank** and has a proper access to **Mobile Bank**; (b) is a natural person of legal age; and c) registers in the **Investment Module** for the first time and successfully completes registration by opening the relevant **Investment Account**.

3.2 Participation in the **Campaign** is automatic and does not require the Participant to take any action, meaning that, upon full, unconditional, and proper satisfaction of the conditions established by these **Terms**, the Participant shall automatically acquire the right to receive the **Reward**. Furthermore, the Participant shall be entitled to receive the **Reward** solely provided that they have duly familiarized themselves with the present **Terms**.

3.3 To participate in the **Campaign**, the Participant must:

3.3.1 Have an active **Investment Account** opened in the **Investment Module** during the **Campaign Period** and keep it active up to and including the moment the **Reward** is transferred;

3.3.2 From the start of the **Campaign Period** up to and including the moment the **Reward** is transferred, not have suspended, terminated or restricted access to the **Mobile Bank** and/or the **Investment Module**;

3.3.3 Comply with the conditions set out in these **Terms**.

3.4 Persons employed by **TBC Capital** and JSC TBC Bank (I/N: 204854595), including those who become employed during the **Campaign Period**, shall not be eligible to participate in the **Campaign**, regardless of the form of their employment relationship (including, but not limited to, open-ended or fixed-term employment contracts, probationary periods, internships, or any other type of agreement that is equivalent to an employment relationship).

3.5 Participation in the **Campaign** may not take place on behalf of another person, using another person's data, and/or by any method intended to artificially increase the number of Participants and/or obtain the **Reward** without proper grounds.

3.6 **TBC Capital** is entitled, at its sole discretion, to decide on its own any additional conditions and/or procedures for participation in the **Campaign**.

3.7 If, during the **Restriction Period**, the Participant requests the closure of the **Investment Account**, the Participant shall return the **Reward** in full to **TBC Capital** before the **Investment Account** is closed. Furthermore, if the Participant has received any benefit in connection with the **Reward**, the Participant shall immediately return such benefit to **TBC Capital**. The **Reward** and any related benefit shall be returned without payment of any compensation to the Participant, including without compensation for any possible loss, damage and/or harm caused by a change in the value of the **Reward** or its market price. The Participant understands and agrees that, after the return of the **Reward** and any related benefit (if any), they shall have no right to claim any compensation from **TBC Capital** in connection with

the return of the **Reward**. The **Investment Account** will be closed after the **Reward** and any related benefit (if any) have been returned in full.

4. CONDITIONS FOR RECEIVING AND CREDITING THE REWARD

4.1 Participant who meets the requirements set out in these **Terms** is entitled to receive the **Reward** under the **Campaign**.

4.2 A necessary condition for the Participant to acquire the right to receive the **Reward** is that, during the **Campaign Period**, they successfully complete their first registration and open an **Investment Account**, and also meet all other requirements set out in these **Terms**.

4.3 From the moment the **Investment Account** is opened until the end of the **Reward Transfer Period,** the Participant must meet the requirements set out for them in these **Terms.** During the same period, their **Investment Account** must be active, and they must not have suspended, terminated or restricted access to the **Mobile Bank** and/or the **Investment Module.**

4.4 The number of shares to be credited as a **Reward** shall be determined based on the market price of the respective share at the time of the transfer of the **Reward**, such that the total market value of the shares corresponds to the value of the **Reward** set forth in Clause 1.2 of these **Terms.**

4.5 Following the crediting of the **Reward**, any consequences associated with the fluctuation in the market price of the shares shall be borne by the Participant. During the **Restriction Period**, **TBC Capital** provides no guarantee regarding the maintenance and/or increase of the market value of the shares and shall have no obligation to compensate the Participant for any loss and/or damages caused by a decrease in the market value of the shares.

4.6 During the **Restriction Period**, the Participant is prohibited from disposing of such a quantity of the shares credited as a **Reward** that would result in the number of shares of the same company remaining on their **Investment Account** falling below the number of shares originally credited as **Reward**.

4.7 Upon expiry of the **Restriction Period**, the restriction on the disposal of the **Reward** shall be lifted automatically, without any additional notice, and the participant may dispose of the relevant **Reward** free of this restriction.

4.8 The participant acknowledges and agrees that the market price of the shares may rise or fall during the **Restriction Period** and that the participant bears the full risk of any financial consequences of such changes. **TBC Capital** shall not be liable for any financial loss, damage and/or harm arising from changes in the market price of the shares during the **Restriction Period**.

5. NUMBER OF REWARDS AND RESTRICTIONS

5.1. Under the **Campaign**, the **Reward** may be received by no more than 10000 persons in total. The **Reward** shall be given to those persons who are the first to meet the requirements set out in these **Terms**. Each eligible participant shall be credited with the shares set out in clause 1.2 of these **Terms** as the **Reward**.

5.2. The total value of the **Reward** to be transferred to a participant shall not exceed the equivalent of 8 USD.

5.3. **Reward**s under the **Campaign** are given within the limits set by **TBC Capital**, which may include the maximum number of participants and/or the amount of resources allocated for the **Reward**. Participation in the **Campaign** and receipt of the **Reward** depend on resources being available within the relevant limits and on the conditions set out in these **Terms** being met. **TBC Capital** does not undertake to ensure the possibility of participating in the **Campaign** and/or receiving the **Reward** throughout the **Campaign** Period. Accordingly, the fact that the **Campaign** is available during its term does not in itself mean that

new participants can still be admitted and/or **Reward**s can still be given. **TBC Capital** is not obliged to notify each participant that these limits have been exhausted or that the possibility of participating in the **Campaign** and/or receiving the **Reward** has been restricted.

5.4. For the avoidance of doubt, a participant shall be credited with the **Reward** only once under the **Campaign**, regardless of how many times they meet the **Campaign** conditions and/or open an **Investment Account**. Meeting the **Campaign** conditions repeatedly does not give the same person the right to receive the **Reward** again.

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 Bank** 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. **TBC Capital** does not guarantee that the market value of the **Reward** will be maintained or will increase, and shall not be liable for any loss, damage and/or harm arising from changes in the market price of the **Reward**, either during the **Restriction Period** or after it ends. The participant agrees and confirms that, with respect to a **Reward** subject to the **Restriction Period**, they shall have no claim against **TBC Capital** in connection with changes in the market price of the **Reward**. Accordingly, the participant bears the full risk of changes (increase or decrease) in the market price of the **Reward**, and **TBC Capital** is not obliged to compensate any loss, damage and/or harm caused by a decrease in the market value of the **Reward**.

6.5. 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 buy or/and sell financial instruments shall be made independently by the Participant.

7. DISQUALIFICATION OF THE PARTICIPANT

7.1. **TBC Capital** is entitled, at its sole discretion, to terminate or restrict a participant's participation in the **Campaign** at any time (to disqualify the participant), including where the **Campaign** conditions have been breached or may have been breached. **TBC Capital** is not obliged to provide any further justification or explanation of the grounds for disqualification.

7.2. **TBC Capital** may exercise the right set out in clause 7.1 of these **Terms** at any stage of the **Campaign**, including before the **Reward** is credited or transferred.

7.3. Where there is a possible breach of the **Campaign** conditions or grounds for doubt as to the participant's right to receive the **Reward**, **TBC Capital** is entitled to suspend crediting or transferring the **Reward** until it has finished checking the relevant circumstances.

7.4. If the check establishes that the participant does not meet the conditions for receiving the **Reward** or has breached these **Terms**, **TBC Capital** is entitled to refuse to credit or transfer the **Reward**.

7.5. In the event of disqualification, the participant loses the right to participate in the **Campaign** and to receive the **Reward**, including where the **Reward** has not yet been credited or transferred. The participant is not entitled to claim any compensation from **TBC Capital** for disqualification or for a refusal to credit or transfer the **Reward**.

7.6. If the participant breaches these **Terms** and/or their actions are aimed at circumventing the **Campaign** conditions and/or unlawfully obtaining the right to receive the **Reward**, **TBC Capital** is entitled, at its sole discretion, to decide on its own how to handle crediting and transferring the **Reward**. This includes refusing to credit and/or transfer the **Reward**, cancelling the right to receive it, or demanding the return of a **Reward** already credited or transferred, together with any benefit derived from it (if any). **TBC Capital** is not obliged to provide any further justification or explanation of such a decision.

8. PROCESSING OF PERSONAL DATA

8.1. By participating in the **Campaign**, the Participant consents to **TBC Capital** for processing the personal data, as a user of **Investment Module,** 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 (032 2) 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** (hereinafter – **" Master Agreement**").

9.2. The Participant shall not participate in the **Campaign** and/or use **Reward** 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 **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 **Reward** provided for under these **Terms**, including due to 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.