

TBC Bank JSC proposes the following amendments/additions to the General Provisions of the POS Terminal Service Agreement (hereinafter referred to as the “General Provisions”) published on the Bank’s website <https://tbcbank.ge/ka/agreements> in line with Paragraph 1.3 of the Key Terms and Conditions of the POS Terminal Service Agreement published on the Bank’s website:

1. Amend the definition of “Digital Wallet” set out in Paragraph 1.1.1 of General Provisions to read as follows:

“Digital Wallet” – a software-based system that stores payment card tokens and allows accepting payments for e-commerce transactions and at POS terminals. Payments carried out by means of a digital wallet are subject to the same terms and conditions as card payments envisaged in this Agreement. Furthermore, the Bank is entitled to establish fee terms on Digital Wallet transactions that can be different from the fee terms on card transactions.

2. Amend the definition of the „Top-Up Fee“ defined in the Sub-Paragraph 1.1.2 of the General Provisions to read as follows:

““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;

3. Paragraph 2.5 be added to Article 2 of the General Provisions to read as follows:

„2.5 Unless the Parties have already reached agreement specifically on the fee on Digital Wallet transactions, they hereby agree that the fee on Digital Wallet transactions will equal the fee established on cards issued by non-partner Georgian banks.“

4. The amendments defined in paragraphs 1 and 3 of this document shall enter into force one (1) month after this document is published on the Bank’s website, while the amendment defined in paragraph 2 shall enter into force upon publication of this document on the Bank’s website.