Pursuant to Clause 1.4 of the "General Terms and Conditions of the E-Commerce Service Agreement" published on the Bank's website at https://tbcbank.ge/ka/agreements, JSC "TBC Bank" hereby proposes that the following amendments/additions be made to the "Standard Terms and Conditions of the E-Commerce Service Agreement" (hereinafter referred to as the "Standard Terms and Conditions"):

1. **Clause 1.1 of the General Terms and Conditions of the Agreement shall be amended and restated as follows:**

   "1.1 The Merchant (an entrepreneur/ individual taxpayer and/or a legal entity/ organizational entity) shall ensure that Visa, MasterCard international and American Express (Amex) cards and TBC E-commerce and/or TPAY QR and/or GEOPAY are used as payment tools for accepting payments for goods/services;"

2. **Clause 1.2 of the General Terms and Conditions of the Agreement shall be amended and restated as follows:**

   "1.2 1.2 The Bank will settle VISA, Mastercard and American Express (Amex) transactions to the Merchant's account, as envisaged herein;

3. **The first paragraph of Clause 1.1 of the Standard Terms and Conditions shall be amended and restated as follows:**
   "1.1. The definitions of terms and the rules set out in the Agreement are based on the rules of the international payment schemes VISA International, Mastercard Worldwide and American Express (Amex). Furthermore, the Parties to the Agreement agree that, when settling the value of goods (items)/services through current/on-demand deposit account(s), the rules/requirements established by the Bank's internal policies/procedure(s)/standard(s) and the laws of Georgia shall apply with priority, which shall not preclude the Bank from exercising its right to be guided by this Agreement/the rules/requirements/terms and conditions/provisions established by the International Payment Schemes."

4. **The definition of "Card" set out in Clause 1.1 of the Standard Terms and Conditions shall be amended and restated as follows:**

   "Card - an international payment bank card: VISA, Mastercard or American Express (Amex)."

5. **The definition of "Chargeback" set out in Clause 1.1 of the Standard Terms and Conditions shall be amended and restated as follows:**

   "Chargeback - a prescribed procedure whereby a Card Issuer or Cardholder disputes a completed Transaction in accordance with the rules of VISA International, Mastercard Worldwide and American Express (Amex) and the laws of Georgia, and requests that the Acquirer (the bank that processed the Transaction) return the Transaction amount in whole or in part. Where a Transaction conducted through a current account(s) is disputed, the chargeback procedure differs from the chargeback procedure prescribed for a Transaction(s) conducted using a Card and shall be governed/conducted primarily in accordance with the rules established under the laws of Georgia and the Bank's internal policies/procedure(s)/standard(s), which shall not preclude the Bank from exercising its right to be guided by this Agreement/the rules/requirements/terms and conditions/provisions established by the International Payment Schemes."

6. **The definition of "International Payment Scheme" set out in Clause 1.1 of the Standard Terms and Conditions shall be amended and restated as follows:**

   "" International Payment System/Network" – the international payment scheme Visa, Mastercard or Amex."

7. **Clause 2.4 of the Standard Terms and Conditions shall be amended and restated as follows:**

   "2.4. The Bank shall be entitled immediately to suspend the provision of services and/or settlements with the Company and/or terminate the Agreement where material circumstances exist that damage or cause loss to the reputation of the VISA, Mastercard and American Express (Amex) payment systems."

8. **Clause 3.1.24 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:**

   "3.1.24. not refuse to accept payment using a card of a particular International Payment Scheme solely on the grounds that the card belongs to that particular International Payment Scheme, provided that the acceptance of such cards is contemplated by the agreement between the Bank and the Merchant."

9. **Clause 3.1.25 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:**

   "3.1.25. not indicate, in any form, that a card of any International Payment Scheme is preferred over a card of another

International Payment Scheme, or encourage a customer to use a card of a particular International Payment Scheme, except for providing information regarding a relevant offer made within the framework of a cashback, loyalty, discount or other incentive programme/campaign."

10. Clause 3.1.26 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:

"3.1.26. not impose any additional or different terms, conditions or restrictions on the use of a card of a particular International Payment Scheme that do not apply to cards of other International Payment Schemes."

11. Clause 3.1.27 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:

"3.1.27. not establish a minimum and/or maximum amount for a transaction conducted using a card of a particular International Payment Scheme, except for limits established by the Bank or where the relevant restriction applies equally and without discrimination to a transaction conducted using a card of another International Payment Scheme."

12. Clause 3.1.28 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:

"3.1.28. include in the amount of a card transaction all taxes provided for under applicable law."

13. Clause 3.1.29 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:

"3.1.29. not conduct any transaction on behalf of another Merchant and/or in consideration for goods supplied or services rendered by another Merchant."

14. Clause 3.1.30 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:

"3.1.30. not split the amount of a single operation into multiple transactions for the purpose of avoiding the relevant authorisation requirement."

15. Clause 3.1.31 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:

"3.1.31. comply with the applicable requirements of the PCI Data Security Standard (PCI DSS)."

16. Clause 3.1.32 shall be added to Clause 3.1 of the Standard Terms and Conditions and shall read as follows:

"3.1.32. in the event of unauthorised access to, disclosure or loss of customers' personal data, including card data, or any other security breach affecting such data, notify the Bank thereof immediately, but no later than 72 hours after becoming aware of the relevant incident."

17. Clause 3.2.7 of the Standard Terms and Conditions shall be amended and restated as follows:

"3.2.7 The Merchant implements anti-money laundering restrictions and measures and will adhere to the Law of Georgia on the Facilitation of Prevention of Illicit Income Legalisation as well as anti-money laundering regulations of the International Payment Systems (VISA/Mastercard/Amex)"

18. Clause 3.4.1.6 shall be added to Clause 3.4.1 of the Standard Terms and Conditions and shall read as follows:

"3.4.1.6. the policies and practices applicable within the scope of its activities shall not provide for granting a card of any International Payment Scheme an advantage over, or otherwise treating it preferentially compared with, a card of another International Payment Scheme."

19. Clause 7.1 of the Standard Terms and Conditions shall be amended and restated as follows:

"7.1. Unless otherwise envisaged by the effective 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 shall also apply after the termination of contractual relations; The restriction set out in this Clause shall not apply to the disclosure of information where such disclosure is made for the purpose of complying with applicable law, a requirement of a court, regulatory, supervisory or other competent authority and/or the rules and requirements of the relevant Payment Scheme."

20. Paragraph 4 of Annex No. 1 to the Standard Terms and Conditions shall be amended and restated as follows:

"4. Registered trademark logos of JSC TBC Bank, VISA, Mastercard, American Express (Amex) must be displayed prominently, without any modifications;"

21. Clause 1.2.5 of Annex No. 5 to the Standard Terms and Conditions shall be amended and restated as follows:

"1.2.5. if a customer disputes a transaction, reimburse the disputed amount in full (and not merely the portion credited to the Company within the framework of its use of the Split functionality); furthermore, the Company shall retain the documentation/information relating to the disputed transaction (including invoice(s), acceptance certificate(s), other document(s) relating to the goods sold/services rendered, system records and other materials) for 12 (twelve) calendar months and, upon request, provide the same to the Bank in the form/manner/within the timeframe established by the Bank (furthermore, the Company's obligation to provide the Bank with any information/document/report in the form/manner/within the timeframe established by the Bank shall apply to any transaction conducted within the framework of the use of the Split functionality)."

22. Paragraph 9 of Annex No. 7 to the Standard Terms and Conditions shall be amended and restated as follows:

"if a customer disputes a transaction, fully reimburse the customer for the disputed amount (the Company shall bear full responsibility for any claim/complaint made by a customer in connection with goods purchased/services received by the customer on or through the Company's platform). Furthermore, the Company shall retain the documentation/information relating to the disputed transaction (including invoice(s), acceptance certificate(s), other document(s) relating to the goods sold/services rendered, system records and other materials) for 12 (twelve) calendar months and, upon request, provide the same to the Bank immediately and/or within the timeframe and in the form specified in advance by the Bank."

23. The amendments/additions set out in paragraphs 8-16, 18 and 21-22 of this document shall enter into force 1 (one) calendar month (from November 28, 2026) after this document is published on the Bank's website, whereas the amendments/additions set out in paragraphs 1-7, 17 and 19-20 shall enter into force immediately upon the publication of this document on the Bank's website.