Pursuant to Clause 1.3 of the "General Terms and Conditions of the POS Terminal 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 "POS Terminal Service Agreement" (hereinafter referred to as the "Agreement"):

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) will accept cashless payments for goods/services made with international cards of Visa, Mastercard/Maestro, China UnionPay and American Express (Amex) (hereinafter jointly and individually referred to as International Payment Systems) through TBC Bank JSC's (ID: 204854595, hereinafter "the Bank"/ "TBC Bank") POS terminals (hereinafter the "Payment Terminal(s)"/ "POS Terminal(s)") as payment tools;"

2. **The definition of "DCC" set out in Clause 1.1.2 of the Agreement shall be amended and restated as follows:**

"DCC - Dynamic Currency Conversion - a process whereby a card transaction amount is converted to a difference currency at POS. When paying with a card issued by a foreign bank, the Client can choose a foreign currency from the POS Terminal currency menu, pay the equivalent amount in a foreign currency and get a sales slip after the transaction has been completed successfully. A DCC transaction slip shows the exchange rate and the transaction price in base (local) as well as transaction (preferred) currency. DCC will be carried out in line with the provisions of the Agreement on Bank Transactions published on the Bank website https://www.tbcbank.ge/web/ka. The DCC functionality shall not apply to transactions conducted using American Express (Amex) payment cards."

3. **Clauses 2.2.1.1.8-2.2.1.1.16 shall be added and restated as follows:**

" 2.2.1.1.8. request an identity document from an American Express (Amex) Cardmember only where: (a) the Issuer requests identity verification during the authorisation process; or (b) the reverse side of the Card is unsigned.

2.2.1.1.9. 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;

2.2.1.1.10. 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.

2.2.1.1.11. 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.

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

2.2.1.1.13. 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.

2.2.1.1.14. 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.

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

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

4. **Clause 2.2.1.11 of the Agreement shall be amended and restated as follows:**

"2.2.1.11 retain sales receipts, batch receipts and any transaction-related documentation for 12 (twelve) calendar months. The Company shall provide the Bank with such receipts and/or any transaction-related documentation upon the Bank's request, but no later than 5 (five) Banking Days after the request (except in the case of a chargeback, in which case the receipts and/or any transaction-related documentation must be provided to the Bank no later than 20 (twenty) calendar days after the Bank's request);"

5. **Clause 2.2.1.21 of the Agreement shall be amended and restated as follows:**

"2.2.1.21 not add any additional commission (including any commission payable by the Company to the Bank) and/or tax to the value of the goods and/or services (the amount of the operation/transaction), unless, before accepting the payment, the Company clearly informs the Client of the additional charge (if any) and its purpose. If the Company does so, it shall pay the Bank a penalty of GEL 100 (one hundred) for each such breach; the Company shall include

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

6. <u>Clause 2.3.2 shall be added to the Agreement and shall read as follows:</u>

"2.3.2 The Company represents and warrants that the policies and practices applicable within the scope of its activities do 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."

7. <u>Clause 6.1 of the Agreement shall be amended and restated as follows:</u>

"6.1. Unless otherwise provided by the applicable laws of Georgia, each Party undertakes not to disclose to any third party, without the other Party's written consent, any information that directly or indirectly relates to the Agreement and constitutes Confidential Information. This obligation shall survive the termination of the contractual relationship. 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."

8. <u>Paragraph 3 of Annex No. 2 shall be amended and restated as follows:</u>

"By scanning the QR code using a mobile phone, the Client(s) will be able to verify an order placed by them (product ordered/quantity/value), view any additional charges relating to the order (service charge/VAT, etc., if applicable)/discounts, and pay the order amount/tip using a Visa/Mastercard/American Express (Amex) card issued by any bank/an electronic wallet (Google Pay/Apple Pay)/the internet banking service of JSC "TBC Bank"."

9. <u>Paragraph 1 of Annex No. 5 shall be amended and restated as follows:</u>

"This Annex regulates/sets out the general rules/terms and conditions for activating/deactivating for the Company the functionality designed to change the currency on a POS Terminal (hereinafter referred to as "DCC"). The DCC functionality shall not apply to transactions conducted using American Express (Amex) payment cards."

10. The amendments/additions set out in paragraphs 3-6 of this document shall enter into force 1 (one) calendar month after this document is published on the Bank's website (from November 28, 2026), whereas the amendments set out in paragraphs 1-2 and 7-9 shall enter into force immediately upon the publication of this document on the Bank's website.