TBC Bank JSC proposes the following amendments (additions) to the Agreement in accordance with Paragraph 5.2 of the Cooperation Agreement on Installment Credit (hereinafter referred to as the Agreement) published on the Bank's website: https://tbcbank.ge/en/agreements

- **The edition of the Agreement be fully revised to read as follows:**

Cooperation Agreement

Article 1. Subject Matter of the Agreement

1.1 The Bank and the Company (entrepreneur/tax payer natural person and/or legal person/organization) provide service to the Customer(s) which means the Company's provision of information to the Customer(s) of the possibility to purchase the Company's product/service through Bank Credit (Installment Credit/BNPL arrangement), and the Bank's crediting of the Customer(s) in accordance with the standard and/or special (pre-agreed with the company via remote channel(s)/unilaterally defined by the Bank) lending policy established by the Bank. The service hereunder (possibility to purchase the product/service with the Installment Credit/BNPL arrangement), subject to an agreement between the Parties, can also be provided when the Customer(s) purchase the Company's product/service online (remotely). The Company's product/service can be sold to customer(s) through an Installment Credit/BNPL arrangement at the Company's stores/service outlets and/or online (remotely), according to the procedures and terms hereunder and/or as defined by the Bank/communicated to the Company through remote channel(s).

1.2 For the purposes of this Agreement, the term Customer refers to a natural person wishing and/or intending to buy the Company's product/service through Bank Credit (Installment Credit/BNPL).
1.3 For joining the Agreement, the Company applies to the Bank with a relevant application (hereinafter the Application), which is an integral part of the Agreement.
1.4 This Agreement is an integral part of the Agreement on Banking Transactions published on the Bank's web-site (https://tbcbank.ge/en/agreements).

Article 2. Credit Disbursement Procedure

2.1 Following the execution of the agreement on the sale of product/service and prior to its delivery, the Company shall issue to the Customer an invoice (pro forma invoice) certified by the signature of the Company's authorized representative (any person acting on behalf of the Company and/or participating in the provision of the service hereunder) and shall specify the key characteristics of the product/service (for products: manufacturer, model, and list of accessories; for services: type of service and other details), its price in the national currency and the price of the product/service when purchased in cash or through Bank Credit (Installment Credit/BNPL) (if the two prices differ).
2.2 The Customer presents the invoice issued by the Company to the representative of the Bank, along with other necessary documents requested by the latter.
2.3 No later than one (1) business day following the receipt of the documents specified in Paragraph 2.2 of this Article, the Bank shall make a decision regarding the issuance of Bank Credit to the Customer and if the Bank Credit is approved, the Bank shall issue to the Customer a Goods/Service Delivery Authorization Notice for submission to the Company.
2.4 The Company shall provide the goods/service to the Customer within 1 (one) business day following the receipt of a Goods/Service Delivery Authorization Notice signed by an authorized representative of the Bank.

2.5 Unless otherwise specified in this Agreement, within 3 (three) business days of the issuance of a Goods/Service Delivery Authorization Notice, the Bank shall transfer to the Company Account (specified in the Application) the full amount indicated in the product/service invoice (or pro forma invoice), or the difference between the invoiced amount and the first installment paid by the Customer (hereinafter the "Participation" ("Down Payment") (if any).

2.6 The Company is aware that if the Bank finances the purchase of the product/service from the Company through Bank Credit issued under the Bank Credit Agreement, the Customer is not entitled to refuse to settle the liability assumed towards the Bank, whether or not the Company has delivered to the Customer the product/service purchased through Bank Credit. Accordingly, the Company acknowledges and is aware that the Bank Credit Agreement executed/to be executed between the Bank and the Customer shall not be deemed related to any other transaction executed and/or to be executed between the Customer and the Company. The Company hereby confirms that the Company shall be fully liable for the delivery to the Customer of the product/service to be bought through Bank Credit / as well as for any damage caused by non-performance/improper performance of this obligation.

2.7 For the avoidance of doubt, the Parties declare that, if the Bank provides the Company with relevant information on the approval of the Installment Credit and the price of the product/service is transferred to the Company's account with TBC Bank JSC, the Company shall ensure the sale of the product/service chosen by the Customer (transfer of ownership thereof to the Customer). Furthermore, the Parties specify that the Bank is under no obligation to issue Installment Credit/BNPL in favour of the Customer (to credit the Customer).

2.8 After the term specified in Paragraphs 2.4 and/or 2.9.3 hereof expires and/or if the Customer has not received the product/service for any reason whatsoever, based on the information (confirmation) provided by the Company, the Bank shall draw the Installment Credit/BNPL amount from the Company's accounts opened with TBC Bank JSC by way of direct debit. Furthermore, the Company acknowledges and agrees that if there are no funds in the account(s), the Company shall be held liable to fully refund the amount to the Bank and if the mentioned obligation is not fulfilled, the Bank shall be authorized to demand from the Company and if so, the Company shall pay the Bank a penalty/fine equal to the full amount of the product/service.

2.9 Special provisions for the use of Online Installment Credit:

2.9.1 If a Customer selects a product/service on the Company's website and expresses his/her wish to buy it, he/she will have an opportunity to buy the product/service with the Bank's Online Installment Credit.

2.9.2 After the Customer expresses his/her wish to buy the Company's product/service with Online Installment Credit and a number of steps (unilaterally defined by the Bank) are followed fully and properly, the Customer's Application will be sent to the Bank for review.

2.9.3 After transferring the amount to the Company on behalf of the Customer, the Bank shall send to the Company's email address specified in the Application either a Goods/Service Delivery Authorization Notice or a Notification File containing the relevant reference number/code, as provided for under the Agreement (the Notification File shall contain Installment Credit details as of the day preceding the date on which the file is sent to the Company). The Company shall, no later than 5 (five) calendar days following the Bank's sending of the aforementioned Goods/Service Delivery Authorization Notice or Notification File to the Company, deliver the item purchased through Online Installment Credit to the address provided by the Customer and/or, upon in-store collection, where applicable, transfer ownership of the item to the Customer (hand over the item to the Customer). Apart from the form(s) specified herein, the Parties may at any time agree (in writing and/or online/electronically) on a different form of providing information hereunder to the other Party;

2.9.4 The provisions under Paragraph 2.9 hereof are specific terms/provisions defined for the use of Online Installment Credit. All other terms for the use of Online Installment Credit are regulated between the Bank and the Company hereunder. In the event of the use of Onlince Installment Credit, if any discrepancy exists between Paragraph 2.9 and the terms/provisions of the Agreement, the terms/provisions under Paragraph 2.9 shall be given precedence.

2.10 Special terms and conditions/provisions applicable to the purchase of goods/services at the Company's stores /service outlets through a BNPL arrangement:

2.10.1 The customer informs the Company's Cashier/Operator of their intention to pay for the goods/services through a BNPL arrangement;

2.10.2 The Company's Cashier/Operator enters the purchase price of the goods/services into the POS terminal and selects the QR payment option, following which the POS terminal generates a QR code;

2.10.3 Using the Mobilebank application installed in the customer's mobile phone device, the customer selects the QR code scanning function, scans the QR code, and chooses BNPL as the payment method;

2.10.4 After the customer reviews the key terms of the Credit/the repayment schedule in Mobilebank, agrees to the Bank Credit Agreement and receives a notification that Bank Credit has been approved in their favour, the Cashier/Operator completes the transaction (the customer's purchase of the selected goods/services) by confirming it using the relevant button, following which a transaction receipt is printed;

2.10.5 Once the transaction receipt has been printed, the Company shall deliver the purchased item/provide the purchased services to the customer;

2.10.6 Within 3 (three) business days following the printing of the transaction receipt, the Bank shall transfer to the Company's account the full amount indicated on the transaction receipt.

2.10.7 The provisions of Paragraph 2.10 hereof shall constitute the specific terms and conditions applicable to the purchase of goods/services at the Company's stores/service outlets through a BNPL arrangement. All other matters relating to the purchase of goods/services at the Company's stores/service outlets through a BNPL arrangement between the Bank and the Company shall be governed by the Cooperation Agreement. In the case of discrepancy between Paragraph 2.10 and the terms/provisions of the Agreement when purchasing goods/services at the Company's stores/service outlets through BNPL, the terms/provisions under Paragraph 2.10 shall be given precedence.

2.11 Special terms and conditions/provisions applicable to the purchase of goods/services through Online BNPL:

2.11.1 The Customer selects goods/services on the Company's website and clicks the BNPL button to purchase the goods/services under a BNPL plan.

2.11.2 Upon clicking the BNPL button, the Customer is redirected to the T-Pay payments page, where a QR code is displayed;

2.11.2.1 If the Customer uses a computer device to select the BNPL payment option, the Customer shall open the QR scanner in the relevant application (Mobilebank) installed on their mobile device, scan the QR code, and select the BNPL payment option.

2.11.2.2 If the Customer uses their own mobile phone to select the BNPL payment option, upon clicking the QR code displayed on the Company's website, the Customer shall be redirected to the relevant application (Mobilebank) installed on their mobile device, where the Customer shall scan the QR code, and select the BNPL option;

2.11.3 After reviewing the key terms of the Credit/the repayment schedule in the Mobile Bank application, confirming the Bank Credit Agreement and receiving information regarding the disbursement of Bank Credit in their favor, the Customer confirms the transaction (i.e., the purchase of the goods/services selected by the Customer) by clicking the relevant confirmation button.

2.11.4. Following confirmation of the transaction, the Customer will receive an SMS notification indicating that the transaction has been successfully completed. The Company shall obtain information regarding the transaction status through Internet Bank and/or Mobilebank, and, based on information confirming the successful completion of the transaction, the Company will deliver the purchased item/provide the purchased service to the Customer.

2.11.5. Within 3 (three) business days following the confirmation of the transaction, the Bank shall transfer the full transaction amount (the price of the goods/service purchased by the Customer) to the Company's account.

2.11.6 Following the Bank's transfer of funds to the Company on behalf of the Customer, the Bank shall send to the Company, at the email address specified in the Application, either a Goods/Service Delivery Authorization Notice or a Notification File containing the relevant code, as provided for under the Agreement. The Notification File shall contain information on the BNPL arrangement as of the day preceding the date on which the file is sent to the Company. The Company shall, no later than 5 (five) calendar days following the Bank's sending of the aforementioned Goods/Service Delivery Authorization Notice or Notification File, deliver the item purchased through Online BNPL to the address provided by the Customer and/or, upon in-store collection, where applicable, transfer ownership of the item to the Customer (hand over the item to the Customer). In addition to the form(s) specified in this Paragraph, the Parties may at any time agree (in writing and/or by remote/electronic means) on an alternative method for providing the information referred to herein to the other Party.

2.11.7 The provisions set forth in Paragraph 2.11 are the terms and conditions/provisions applicable to the purchase of the Company's goods/services through Online BNPL. All other terms relating to the Customer's purchase of the Company's goods/services through Online BNPL shall be governed by this Agreement between the Bank and the Company. In the event of any inconsistency or conflict between Paragraph 2.11 and the Agreement terms and conditions/provisions, the terms and conditions/provisions under Paragraph 2.11 shall prevail.

2.12 The Parties agree that, in the event the Bank offers the Company and the Company's customer(s) special banking service terms whereby customers wishing to purchase the Company's goods/services during a specified period are granted special financing terms (i.e., offered Bank Credit), the Company shall pay the Bank a fee for the arrangement and/or provision of such individual banking product (Bank Credit). The fee payable to the Bank shall be collected as follows: after the Bank transfers to the Company's account either (i) the full amount specified in the invoice issued by the Company for the goods/services purchased by the Customer, or (ii) the difference between the amount specified in the invoice and the Customer's initial payment (Down Payment), if any, the Bank shall deduct its fee from the amount credited to the Company's account without requiring any additional consent from the Company. Furthermore, the fee shall be deducted from the total amount specified in the invoice.

2.13 In the case of services provided on special terms, the specific period and the amount of the fee referred to in Paragraph 2.12 shall be determined by the Parties by mutual agreement, independently of this Agreement (in writing and/or in a remote/electronic form). Services on special terms shall become effective from the moment the Parties sign the aforementioned agreement or confirm it via remote channel(s) and/or by electronic signature, and shall remain in effect for the period specified therein. Furthermore, the term of the agreement shall be deemed automatically renewed for the same period and under the same conditions unless, during the specific period defined in the aforementioned agreement for services on special terms, either Party expresses its intention to terminate the agreement.

2.14 In the event that a Customer purchases the Company's goods/services through Bank Credit (Installment Credit/BNPL), the Company shall not be entitled to increase the price of the goods/services for the Customer (i.e., offer a price different from the standard price of such goods/services). If such conduct is identified, the Bank shall have the right to draw by way of direct debit (without any further consent from the Company) the difference between the inflated price and the standard price of the goods/services from the Company's account(s) (and reimburse the amount to the Customer). The Bank shall be entitled to demand, and upon such demand the Company shall pay, a penalty in an amount equal to the price of the goods/services for each instance of breach, and/or the Bank may terminate this Agreement. For the avoidance of doubt, the Parties agree that, for the purpose of determining whether the price of the goods/services has been increased, they shall rely on information provided by the Customer and the Bank's representative and/or information otherwise obtained by the Bank regarding the price of the goods/services. The Company acknowledges that the burden of proof with respect to the absence of any increase in the price of the goods/services rests with the Company.

Article 3. Additional Terms of Cooperation, Rights and Obligations of the Parties

3.1 The Company shall:

3.1.1 Inform the Customer of the opportunity of purchasing goods/services through Bank Credit (Installment Credit/BNPL) and, for this purpose, display the Bank's advertising and information materials in a prominent location (including, on the Company's website(s)) and, where necessary, explain to the Customer the purchase terms and conditions. Prior to displaying/using information hereunder (including any information about the Bank and/or any specific banking/credit facility offered by the Bank), the Company shall agree the information/documents (including, marketing/advertising materials) with the Bank in advance and use them for the purpose(s) specified in this Agreement only thereafter. Furthermore, while offering customers another bank's services, the Company shall, on a mandatory basis, also inform the Customer about the Bank's Installment Credit/BNPL offer/the terms and conditions thereof;

3.1.2 Provide the Customer with information about the Bank's representatives and/or the nearest service centres;

3.1.3 Explain to the Customer the rules of using Bank Credit (Installment Credit/BNPL), the terms and conditions of purchasing goods/services through Bank Credit (Installment Credit/BNPL), including the difference between the prices of the goods/services when buying with cash and through Bank Credit (Installment Credit/BNPL);

3.1.4 Transfer the amount paid for any goods/services returned/rejected by the Customer to the Customer's account opened with the Bank only. In addition, the Company acknowledges and agrees that in the event of a breach of any obligation set forth in this Paragraph, the Bank shall be entitled to impose on the Company and if so, the Company shall pay the Bank a fine/penalty equal to the

difference between the price of goods/services and the Down Payment or, where no Down Payment has been made, the full price of goods/services;

3.1.5 Deliver/provide only quality and physically flawless goods/services to the Customer;

3.1.6 Immediately inform the Bank about Customer complaints and disputable issues (quality of goods/services, discounts, etc.) that may affect the performance of the Agreement or the obligations of the Parties (including the Party's obligations to the Customer);

3.1.7 Maintain bank accounts with the Bank during the entire term of the Agreement.

3.1.8 Not allow the disclosure of the Confidential Information, except in the cases expressly provided for by the legislation of Georgia. Furthermore, the Company undertakes not to disclose the Confidential Information to any person without the Bank's prior written approval. An exception is the Company's employees who need the aforementioned information within the scope of relations governed by this Agreement, so that the Company could provide the service under this Agreement in due manner. The Confidential Information can be disclosed to the Company's employees only to the extent necessary for the performance of their duties and only provided each of them is familiar in advance with non-disclosure terms stipulated in the Agreement;

3.1.9 Ensure that the Company's employees strictly comply with confidentiality obligations. The Company shall be fully liable to the Bank for any misuse or disclosure of confidential information by its employees;

3.1.10 Notify the Bank of any customer complaints received during the warranty period (the period established by the Company during which the Company is obliged to eliminate defects in purchased goods/services and/or replace defective product with another product having the same characteristics);

3.1.11 Pay the fee to the Bank in accordance with the terms and conditions under the Agreement;

3.1.12 If, following the disbursement of Bank Credit to the Customer (the transfer of the amount to the Company's account), the Customer refuses to accept the goods/services and/or the Company is unable to deliver/transfer the goods and/or provide the services to the Customer, notify the Bank thereof (via Internet Bank) within 25 (twenty five) days of the disbursement of Bank Credit;

3.1.13 Ensure proper functioning of the technical equipment and software required for the processing and completion of Installment Credit/BNPL transactions;

3.1.14 Restrict/not allow access to the technical equipment required for processing Installment Credit/BNPL arrangements by person(s)/employee(s) not involved therein;

3.1.15 3.1.15. Any person registered in the Entrepreneurial (Business) Registry as an Individual Entrepreneur (Sole Proprietor) and representing a party to this Agreement (the Company) shall be prohibited from using an Installment Credit/BNPL arrangement at their own (the Company's) retail store and/or service outlet.

3.1.16 The Company is stictly prohibited from contacting the Bank's employees/contractors independently from the Bank, whether directly or indirectly, for the purpose of offering them employment or engaging them for the provision of any type of service. The Company confirms that it will not solicit, recruit, engage, employ or offer employment to the Bank's employees. The mentioned obligation shall remain in effect during the term of the Agreement and for a period of at least 1 year following its termination. In the event of the breach of this provision, the Company shall, upon the Bank's demand, pay the Bank a penalty in the amount of 10,000 (ten thousand) USD for each event of breach;

3.1.17 While offering a Customer Bank Credit from the Bank, provide him/her with information envisaged by the National Bank of Georgia's "Regulation on the Protection of Consumer Rights in the Provision of Services by Financial Organizations" (hereinafter the "Regulations") (including the information that the Company is the Bank's related party (if such relationship exists)). In the event of improper fulfillment/breach of the obligation(s) hereunder and/or the Regulations and/or upon the Bank's demand, the Company shall immediately remedy the breach and/or fulfill the Bank's relevant

instruction/requirement. In the event of the company's non-fulfillment/improper fulfillment of the requirement(s) set out herein, the Bank is entitled to exercise the rights envisaged by this Agreement, as well as require the company to pay the full amount of any financial sanction imposed by the National Bank of Georgia for improper fulfillment/breach of the obligations assumed by the Company and/or draw the amount by way of direct debit from the Company's bank account(s).

3.2 The Bank is entitled to:

3.2.1 Decide, at its own discretion and in accordance with the rules in force at the Bank, whether to grant Bank Credit to a particular Customer for the purchase of the goods/services;

3.2.2 not approve the Customer's credit application without providing any explanation/justification;

3.2.3 draw from the Company's accounts, by way of direct debit (without obtaining any further consent from the Company), funds specified in Paragraphs 3.1.4., 4.2 and 4.3 of the Agreement, funds transferred in error, as well as funds transferred to the Company under the circumstances specified in Paragraph 3.1.12;

3.2.4 3.2.4 If, as a result of the Company's non-performance or improper performance of any obligation(s) set forth in Paragraph 3.1.1 of the Agreement, the Bank incurs any damage or loss (including reputational or other damage) and/or any financial penalty, the Bank shall be entitled to demand that the Company fully reimburse the corresponding amount of such damage, loss, and/or financial penalty, and/or the Bank shall be entitled to draw such amount from the Company's bank account(s) by way of direct debit (without requiring the Company's prior consent).

3.2.5 draw by way of direct debit and/or deduct from any of the Company's accounts any amount payable by the Company to the Bank under the agreement(s) (including, the Installment Credit /BNPL arrangement Fee) (if any));

3.2.6 require the Company to duly fulfill its obligations assumed under the Agreement;

Article 4. Responsibilities of the Parties

4.1 If the invoice issued by the Company does not contain the mandatory information specified in Paragraph 2.1, the Bank shall be entitled to refuse to provide services to the Customer and immediately require the Company to include and/or provide the missing information.

4.2 If, at the Customer's request and/or for any other reason, the price of the goods/services is reduced, the Company shall immediately credit to the Customer's account maintained with the Bank the difference between the reduced price and the original amount paid by the Customer through Credit (the loan) and/or the amount transferred by the Bank. Furthermore, the Company shall notify the Bank of such deposit at least 1 (one) business day prior to making the transfer.

4.3 If, as a result of the Customer's request and/or for any other reason, the Customer is released from the obligation to pay the Company the amount due for the goods/services, the Company shall immediately credit to the Customer's account maintained with the Bank the amount of consideration received for the goods/services, to the extent financed by the Bank. Furthermore, the Company shall notify the Bank of such transfer at least 1 (one) business day prior to making the deposit.

4.4 For the avoidance of doubt, the Parties declare and confirm that the imposition of any penalty and/or fine provided for under this Agreement on the other Party (the breaching Party) constitutes a right, and not an obligation, of the relevant (non-breaching) Party.

4.5 The Bank shall not be liable for the consequence(s) of a third party's receipt of any document containing a notification/transaction or any other information sent to the Company's electronic mail address specified in the Agreement/the Application.

4.6 The Bank shall not be liable for any consequences arising from the receipt of any document(s) containing a notification/transaction or any other information sent through the Company's email by any third party, nor for any action taken or omitted in reliance thereon.

Article 5. Term of the Agreement

5.1 The Agreement shall enter into force upon its execution by signature or electronic confirmation (from the Company's email specified in the Application) / confirmation via remote channel(s)/ electronic signature, and shall be be valid for an unlimited period of time.

5.2 The Bank is entitled to make amendments/additions to the Agreement and/or to any of its Annexes (if any), and/or by way of any Application/agreement, by publishing relevant information on the Bank's website https://tbcbank.ge/en/agreements or by giving the Company 10 (ten) calendar days' notice. If this occurs, the Company shall be entitled to settle its liabilities towards the Bank/pay the latter all applicable fees and/or other charges (if any) related to relevant services and terminate the Agreement (require the Bank to terminate the Agreement) at any time within 10 (ten) calendar days following the publication of relevant information on the Bank's website or the receipt of the Bank's notification. The term of the Agreement will continue until all obligations assumed by the Company hereunder are fully met. If the Company does not exercise its right hereunder to terminate the Agreement, the amendments/additions offered by the Bank shall be deemed accepted by the Company.

5.3 Any amendments and/or additions to this Agreement (including those delivered to the Company through remote channel(s)) and/or any agreement confirmed by electronic signature (including agreements relating to the offering of special terms, the fee payable to the Bank, the duration of cooperation under such terms, etc.) shall constitute an integral part of this Agreement.

5.4 The Bank shall be entitled, at any time, to terminate this Agreement by sending the Company a notice either in writing or electronically (to the Company's email address specified in the Application), and/or via remote communication channel(s). In the event of the Company's breach of its obligations under the Agreement, the Bank shall be entitled to terminate the Agreement immediately and without prior notice.

5.5 The Company is entitled to stop the use of any or all services hereunder at any time by giving the Bank 15 (fifteen) calendar days' written notice before stopping to use the service. In this case, the Company shall pay the Bank all applicable fees and/or other charges (if any) related to relevant services within 5 (five) calendar days of giving notice to the Bank.

5.6 Termination of the Agreement does not release the Parties from the obligations arising before the termination thereof.

Article 6. Dispute Resolution

6.1 This Agreement shall be construed and governed in accordance with the legislation of Georgia.

6.2 The Parties shall ensure that any disagreement arising in connection with this Agreement is resolved through negotiations between the Parties. If the Parties fail to reach an agreement, any dispute of any nature related to this Agreement (including disputes concerning its existence, interpretation, performance, or enforcement) shall be submitted to and resolved by the courts of general jurisdiction of Georgia in accordance with the legislation of Georgia.

Article 7. Personal Data Protection Policy

7.1 The Company confirms that it is familiar with the Privacy Policy published on the Bank's website at https://tbcbank.ge/en/privacy-policy, which covers matters related to an individual's personal data/confidentiality.

7.2 The Company shall process any personal data received by it within the Agreement in accordance with the Privacy Policy. The Policy is available at https://tbcbank.ge/en/agreements and constitutes an integral part of this Agreement. The Company confirms that it is familiar with the full contents of the Policy, agrees thereto, and undertakes to fulfill all of its terms.

Article 8. Anti-bribery/Anti-corruption Policy

8.1 The Parties confirm that, by entering into this Agreement, they adhere to the Anti-Bribery and Anti-Corruption, Tax Evasion Facilitation Prevention Policy, which forms an integral part of this Agreement and is available at the following electronic address: https://link.tbc.ge/bribery-corruption-tax-evasion-prevention-policy. The Company confirms that it has familiarized itself with the full contents of the Policy, agrees to its terms, and undertakes to ensure compliance with all of its provisions.

Article 9. Force Majeure

9.1 The default of any Party to the Agreement on the fulfillment of the Terms hereunder shall not result in the imposition of penalty sanctions, if the delay in the fulfillment of the Agreement or the default on the obligations thereof is directly caused by Force Majeure Circumstances;

9.2 For the purposes of this article, Force Majeure means unavoidable occurrences beyond the control of the Parties, which are not related to the mistakes and negligence of the Parties and are unforeseeable. Such occurrences may include war, Acts of God, epidemics, quarantine restrictions and embargo on the supply of goods, etc.;

9.3 If a Force Majeure event occurs, the Party prevented from performing its obligations shall notify the other Party of such circumstances and relevant causes in writing/in hard copy or via remote channel(s). If the Party sending the notification does not receive a written response from the other Party in writing/in hard copy or via remote channel(s), it shall continue to perform its obligations under the Agreement at its own discretion and to the best of its ability and try to find alternative means of fulfilling such obligations that are not affected by the Force Majeure event.

9.4 The Party that defaults on the obligations under the Agreement due to the occurrence of a Force Majeure event and fails to give notice to the other Party upon becoming aware of such event shall not be released from the obligation to pay penalties.

9.5 If the Force Majeure event persists for more than 3 months, the other Party is authorized to terminate the Agreement by giving notice to the Party.

Article 10. Conclusive Statements

10.1 The Parties confirm that this Agreement accurately reflects the intent of the Parties and that the Parties have expressed their respective intents based on a reasonable discussion of the contents herein and not only on its literal meaning.

10.2 The failure by either Party to exercise any right conferred upon it by this Agreement in the event of any complete or partial breach of this Agreement and/or applicable law by the other Party shall not constitute a waiver of such right and shall not preclude its exercise in relation to any subsequent breach of this Agreement and/or applicable law.

10.3 Articles, paragraphs and subparagraphs of this Agreement are numbered only for the convenience of reference and are not relevant for the interpretation thereof.

10.4 Obligations of the Parties arising of out this Agreement apply and are binding upon the legal successors or assignees thereof.

10.5 The Company is not authorized to transfer or assign to any third Party/ies any obligations or rights under this Agreement without the Bank's prior written approval.

10.6 The Bank is authorized to transfer to any third party/ies fully or partially any obligation and/or right acquired hereunder without the Company's consent.

10.7 In cases not envisaged herein, the Parties shall be guided by norms of cooperation stipulated by the legislation of Georgia and/or additionally agreed terms and conditions.

10.8 Communication between the Parties shall be conducted in accordance with the procedures set forth in the **"Agreement on Banking Transactions"** available on the Bank's website at: https://tbcbank.ge/en/agreements. For the purposes of this Agreement, the Bank shall use the following email address: merchantcare@tbcbank.ge, whereas the Company's email address(es) are specified in the Application. The Parties agree that any electronic message sent to the email address(es) specified in the Application shall be deemed an officially delivered notice to the Company.

10.9 If the Agreement has/will have annexe(s) and there is a discrepancy between the provisions hereof and the provisions of the Annexes, the latter (i.e. the Annexed provisions) shall prevail. Furthermore, all annexes are an integral part hereof and shall be subject to provisions stipulated herein. Annex(es) of the Agreement may be executed in writing (in hard copy) or confirmed electronically (including, from e-mail address(es) specified in Paragraph 10.8 of the Agreement/the Application)/by remote channel(s)/electronic signature.