

## Main Terms of Term Deposit Agreement

### Interest rate (IR) on the Deposit

Type of IR:	Fixed
Annual IR:	Annual __%
Effective IR:	Annual __%

### Other Contract Information

Deposit amount: \_\_ (respective currency)  
Term: \_\_ Days

#### Termination penalty:

If the deposit is cancelled within 1 (one) month from the date of opening, the withdrawal charge will be 0.2% GEL 0.25% USD/EUR/GBP of the deposit amount. If the deposit is cancelled after 1 (one) month from the date of opening, the withdrawal charge will be 0%.

#### Deposit Termination Clause – for 3-month GEL deposits:

If the deposit is closed prematurely, it will earn interest at annual 0.5% instead of the aforementioned rate. The interest will accrue on the deposit from the date of signature of the Agreement (from the opening of the deposit) to the date of cancellation.

#### Deposit Termination Clause – for GEL deposits with a maturity of more than 3 months

If the deposit is cancelled within 3 (three) months from the date of opening, it will earn interest at annual 0.5% instead of the aforementioned rate. Otherwise, premature closure will result in 4% reduction of the interest rate applicable to the term during which the deposit has been actually open (i.e. 4% reduction of the interest rate effective at the Bank on the same type of deposits that have a term identical or close to the actual term during which the deposit in question has been open), but not lower than annual 0.5%. The interest will accrue on the deposit from the date of signature of the Agreement (from the opening of the deposit) to the date of cancellation.

#### Deposit Termination Clause – for USD deposits:

If the deposit is closed prematurely, it will earn annual 0.1% interest instead of the aforementioned rate. The interest will accrue on the deposit from the date of signature of the Agreement (from the opening of the deposit) to the date of cancellation.

#### Deposit Termination Clause – for EUR deposits:

The deposit will not earn the interest if closed prematurely.

**Deposit Termination Clause – for GBP deposits:**

If the deposit is closed prematurely, it will earn interest at annual 0.1% instead of the aforementioned rate. The interest will accrue on the deposit from the date of signature of the Agreement (from the opening of the deposit) to the date of cancellation.

If the Deposit Holder has already drawn the interest, the amount of interest issued in advance will be deducted from the deposit amount.

The Deposit Holder can cancel the Agreement prematurely.

**For foreign currency deposits**

Information about bank products with similar terms in the national currency is available on the Bank's website: [www.tbcbank.ge](http://www.tbcbank.ge);

Deposits denominated in foreign currency expose the holders to a significant risk!

Exchange rate fluctuations may significantly reduce the amount of interest in GEL!

If GEL strengthens by annual 15%, the effective IR will be annual \_\_%.

**Please consider that:**

Your deposit is insured under the Deposit Insurance System in compliance with the Law of Georgia on Deposit Insurance System.

If the Main Terms of the Agreement (as provided in this Preamble, including the interest rate) are revised, the customer will be notified thereof via SMS no later than 2 (two) months in advance, while price increase on other financial facilities will be communicated via SMS no later than 1 (one) month in advance.

The Client can make a complaint orally, in writing (fill out a standard Complaint Form or compose a letter of complaint on his/her own) and electronically.

Useful information for clients is available on the National Bank of Georgia's website - [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) and through the hotline – +995 322 406406.

## Term Deposit Agreement

### 1. Subject Matter of the Agreement

1.1 The Bank shall open for the Deposit Holder a deposit account indicated in Paragraph 2.10 hereof, into which the Deposit Holder will deposit the amount indicated in Paragraph 2.2 hereof. By signing hereunder, the Deposit Holder authorizes the Bank to transfer the deposit amount indicated in Paragraph 2.2. of this Agreement from the account indicated in Paragraph 2.16 to the deposit account indicated in Paragraph 2.10.

1.2 On 1 January 2018, the Bank joined the Deposit Insurance System created on the basis of the law of Georgia on the Deposit Insurance System. If an insured event occurs, funds available in the deposit/account of a deposit holder will be reimbursed by the Deposit Insurance Agency up to 15 000 GEL, while the rest of the amount will be refunded according to the applicable law. For more information, please visit LEPL Deposit Insurance Agency's website [www.diagency.ge](http://www.diagency.ge).

### 2. Terms of the Deposit

2.1 Type of deposit:	Term deposit
2.2 Deposit amount:	__ (respective currency)
2.3 Term:	__ Days
2.4 Date of closing:	Day/month (in words)/year
2.5 Interest rate:	Annual __%
2.5.1 Effective interest rate:	Annual __%
2.5.2 Type of IR:	Fixed
2.6 Number of automatic renewals:	
2.7 Type of automatic renewal:	With capitalization/Without capitalization
2.8 Maturity date of automatically renewed deposit:	Day/month (in words)/year
2.9 Interest payment frequency:	Immediately/Monthly/At the end of the term
2.10 Deposit account number:	
2.11 Account where to transfer the deposit:	
2.12 Account where to pay the interest:	
2.13 Adding on:	Not allowed
2.14 Minimum initial deposit for opening the account:	100 (respective currency) 100 (respective currency)
2.15 Minimum requirements for receiving the interest:	
2.16 Account from which to transfer the deposit amount:	
2.17 Withdrawal charge:	If the deposit is cancelled within 1 (one) month from the date of opening, the withdrawal charge will be 0.2% GEL 0.25% USD/EUR/GBP of the deposit amount. If the deposit is cancelled after 1 (one) month from the date of opening, the withdrawal charge will be 0%.

### 3. Interest Accrual Terms

3.1 The deposit shall accrue interest at the rate indicated in Paragraph 2.5 of this Agreement and in compliance with the rule stipulated in Sub-Paragraph 6.1.1 hereof.

3.2 After the deposit term expires, the deposit amount shall be transferred to the account indicated in Paragraph 2.11 hereof.

3.3 Interest accrual shall start from the moment of depositing the amount stipulated by the agreement into the deposit account.

3.4 The interest will accrue on a daily basis and will be paid to the Deposit Holder's account according to the deposit agreement.

#### **4. Agreement Termination Terms**

4.1 The Client can cancel the Agreement (Deposit) prematurely.

##### **Deposit Termination Clause – for 3-month GEL deposits:**

If the deposit is closed prematurely, the Deposit Holder shall pay the fee specified in Paragraph 2.17 hereof. Furthermore, in the event of premature closure, the interest rate indicated in Paragraph 2.5 hereof shall be revised to equal annual 0.5%. The revised interest will accrue on the deposit for the actual period during which the deposit remains open (from the date of signature of the Agreement (from the opening of the deposit) to the date of closing/cancellation). If the Deposit Holder has already drawn the interest, the amount of interest issued in advance will be deducted from the deposit amount.

##### **Deposit Termination Clause – for GEL deposits with a maturity of more than 3 months:**

If the deposit is closed prematurely, the Deposit Holder shall pay the fee specified in Paragraph 2.17 hereof. Furthermore, if the deposit is cancelled within 3 (three) months from the date of opening, the interest rate indicated in Paragraph 2.5 hereof shall be revised to equal annual 0.5%. Otherwise, premature closure will result in 4% reduction of the interest rate applicable to the term during which the deposit has been actually open (i.e. 4% reduction of the interest rate affective at the Bank on the same type of deposits that have a term identical or close to the actual term during which the deposit in question has been open), but not lower than annual 0.5%. The interest will accrue on the deposit for the actual period during which the deposit remains open (from the date of signature of the Agreement (from the opening of the deposit) to the date of closing/cancellation). If the Deposit Holder has already drawn the interest, the amount of interest issued in advance will be deducted from the deposit amount.

##### **Deposit Termination Clause – for USD deposits:**

If the deposit is closed prematurely, the Deposit Holder shall pay the fee specified in Paragraph 2.17 hereof. Furthermore, in the event of premature closure, the interest rate indicated in Paragraph 2.5 hereof shall be revised to equal 0.1%. The revised interest will accrue on the deposit for the actual period during which the deposit remains open (from the date of signature of the Agreement (from the opening of the deposit) to the date of closing/cancellation). If the Deposit Holder has already drawn the interest, the amount of interest issued in advance will be deducted from the deposit amount.

##### **Deposit Termination Clause – for EUR deposits:**

If the deposit is closed prematurely, the Deposit Holder shall pay the fee specified in Paragraph 2.17 hereof. Furthermore, in the event of premature closure, the deposit will not accrue any interest. If the Deposit Holder has already drawn the interest, the amount of interest issued in advance will be deducted from the deposit amount.

##### **Deposit Termination Clause – for GBP deposits:**

If the deposit is closed prematurely, the Deposit Holder shall pay the fee specified in Paragraph 2.17 hereof. Furthermore, in the event of premature closure, the interest rate indicated in Paragraph 2.5 hereof shall be revised to equal 0.1%. The revised interest will accrue on the deposit for the actual period during which the deposit remains open (from the date of signature of the Agreement (from the opening of the deposit) to the date of closing/cancellation). If the Deposit Holder has already drawn the interest, the amount of interest issued in advance will be deducted from the deposit amount.

#### **5. Renewal of the Deposit (Rollover)**

5.1 If renewed automatically, the deposit will be subject to the Bank's effective terms and conditions for the Term Deposit at the time of renewal.

#### **6. Terms of the Agreement**

6.1 This Agreement shall be herewith deemed as the Client's application to open a deposit and current (payment) account(s), by signing which the Client confirms that:

6.1.1 This Agreement is an integral part of the Agreement on Banking Transactions published on the Bank's website [www.tbcbank.ge](http://www.tbcbank.ge) (including all amendments and additions thereto), which the Client is familiar with and agrees to.

6.1.2 He/she agrees that in order to provide efficient and uninterrupted banking service, TBC Bank is authorized to request and retrieve the necessary amount of the Client's personal data from the electronic database of LEPL Public Service Development Agency in compliance with the effective legislation;

6.1.3 He/she enters into this Agreement for his/her own needs and not on the instructions or in favour of a third party; he/she does not have any relations with shell banks and the transaction described herein is not suspicious, which means that it was not signed for the purpose of money laundering and the property (including, funds), based on which this Agreement was signed, was not acquired through criminal activities.

6.1.4 He/she agrees that the Bank will open for him/her a payment (current) and/or card account(s) (in any currency) for depositing/transferring funds into the account(s) and/or for withdrawing/transferring funds from the account(s).

6.1.5 Provided a) the interest rate on the deposit is higher than interest rates on deposits on the Georgian market; b) processes such as inflation, economic recession, etc. take place that may lead to the revision (decrease) of interest rates on deposits on the market by more than 5%, the Bank will have the right to revise (decrease) the interest rate on the deposit under this Agreement. The Bank will notify the Deposit Holder of the change via SMS 2 (two) months in advance;

6.1.6 Provided a) the cost of the deposit changes materially so that it may generate loss for the Bank and/or threaten its financial stability; b) the terms and conditions of the deposit do not/ no longer comply with the Bank's current policy; c) a legislative and/or any other change occurs that deteriorates the Bank's standing, the Bank will have the right to revise unilaterally any term/condition related to the facility/service under this Agreement at any time during the validity period of the Agreement. The Bank will notify the Deposit Holder of the change(s) via SMS 2 (two) months in advance, while price increase on other financial facilities related to the deposit will be communicated via SMS 1 (one) month in advance.

6.1.7 He/she agrees that the bank may not provide him/her with information about changes that are beneficial for the Deposit Holder.

6.2 The deposit will not be renewed automatically if seizure/garnishment, the collection order and/or any other type of encumbrance has been applied to the deposit account and/or against the Deposit Holder.

6.3 The Bank is authorized to use any means of communication (including, electronic, digital, telephone, etc.) to deliver notifications to the Client.

6.4 If the Deposit Holder violates contractual provisions agreed with the Bank, the Bank will be authorized to terminate the present Agreement signed with the Deposit Holder.

6.5 The Deposit Holder can make a complaint in writing, verbally or electronically. The TBC Bank Call Center can be reached at +995 322 272727 to make a verbal complaint. Written complaints can be filed by completing a standard complaint form at TBC Bank branches or service centres. Online complaints can be filed through the Internet Bank or at [www.tbcbank.ge](http://www.tbcbank.ge). The complaints will be discussed by the Customer Support Department of TBC Bank within maximum one month from the date they are filed and the complainants are identified. The decisions will be communicated to the Owners of the Amount in writing and/or any other media including electronic, digital, telephone, etc. Information about the status of the complaint can be obtained through the TBC Bank Call Center and/or remote channels.

**Paragraph 6.6 will appear in foreign currency deposit agreements:**

6.6 If GEL strengthens by annual 15%, the effective IR will be annual \_\_%.

6.7 The Parties hereby agree that any dispute arising out of or in relation to this Agreement will be resolved through negotiations. If the Parties fail to come to an agreement, the dispute will be handled and resolved as prescribed by the Agreement on Banking Facilities between the Parties.