

## **Main Terms of Term Deposit Agreement**

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### **Interest rate of the deposit**

Type of deposit interest rate:	Fixed
Annual Interest rate of the deposit:	_ % p.a.
Effective interest rate of the deposit :*	_ % p.a

### **Other contractual information**

Deposit amount:	--- (relevant currency)
Deposit term:	---- days
Penalty for termination of deposit:	In case of its termination within 12 months from the opening of the deposit, no interest shall be accrued on the deposit; in case of termination after 12 month after opening of the deposit, the annual 2% GEL, 1% FC shall be accrued to the account for the actual period of placement, from the effective date of the Agreement until the date of its termination. If the Depositor has already withdrawn the interest, then a part of the preliminarily paid interest amount shall be deducted from the payable deposit amount.

Cash-out commission of the deposit amount: 0.2% GEL, 0.6 % FC of the deposit amount  
The Depositor shall be entitled to terminate the Agreement early.

### **For foreign currency deposits**

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

The deposit in the foreign currency puts the customer before significant risk!

Currency rate fluctuation might considerably reduce the interest expressed in GEL!

\*In case of possible 15% annual stabilization of GEL, the effective interest rate of the calculated deposit will make \_ %.

**Please consider that:**

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

In case of significant changes in the terms of the Agreement (terms in this chapter, including the interest rate), the Customer shall be notified at least 2 (two) months before the change, and in case of price increase of other financial product - at least 1 (one) month before the change with short text message.

The customer shall have the right to present a claim to the Bank in verbal, written, standardized written or electronic form

See information useful for customers at the web-page of the National Bank of Georgia- [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) and the hot line – +99532 2406 406.

## Term Deposit Agreement

### 1. Subject of the agreement

- 1.1 The bank shall open for the depositor a deposit account indicated in paragraph 2.10 of the present agreement, into which the depositor will transfer or deposit funds in the amount indicated in paragraph 2.2 of the present agreement. By signing the present agreement the depositor grants to the bank the right to transfer the amount indicated in paragraph 2.2 from the account indicated in paragraph 2.14 into the 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

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|--|---|
| 2.1 Type of the deposit:   | <b>"Term"</b>   |
| 2.2 Amount of the deposit:   | --- relevant currency                                       |
| 2.3 Term of the deposit:   | ---- days   |
| 2.4 Date of closing the deposit:   | dd/mm (in words)/yy   |
| 2.5 Interest rate:   | _% p.a.   |
| 2.5.1 Effective interest rate:   | _% p.a.   |
| 2.5.2 Type of deposit interest rate:   | Fixed   |
| 2.6 Number of automatic prolongations of the term of the deposit:                        |   |
| 2.7 Types of automatic prolongations of the deposit:                                     | With capitalization or without capitalization               |
| 2.8 Automatically extended deposit expiration date:<br>number / month (verbally) / year: |   |
| 2.9 Frequency of disbursement the accrued interest:                                      | On opening the deposit or monthly or at the end of the term |
| 2.10 Deposit account number:   |   |
| 2.11 Account into which the deposit will be transferred:                                 |   |
| 2.12 Account into which the interest will be transferred:                                |   |
| 2.13 Possibility of adding the amount:   | Not allowed   |
| 2.14 The account from which the amount of the deposit will be transferred:               |   |
| 2.15 Cash-out commission:  | 0.2% GEL, 0.6% FC   |

### 3. Terms of accrual of interest on the deposit

- 3.1 The interest rate indicated in paragraph 2.5 of the present agreement shall be accrued to the deposit according to the rule stipulated in paragraph 6.1.1 of the present agreement.
- 3.2 After expiration of the term of validity of the deposit, the deposit will be transferred to the account indicated in paragraph 2.11 of the present agreement.

### 4. ACCOUNT CLOSING TERMS

- 4.1 the Depositor shall be entitled to terminate the Agreement early.
- 4.2 In case of its termination within 12 months from the opening of the deposit, no interest shall be accrued on the deposit.

4.3 In case of its termination 12 months after the opening of the deposit, annual 2%GEL, 1% FC shall be accrued to the account for the actual period of placement, from the effective date of the Agreement until the date of its termination.

4.4 If the Depositor has already withdrawn the interest, then a part of the preliminarily paid interest amount shall be deducted from the payable deposit amount.

#### **5. Prolongation of the term of deposit**

5.1 In case of automatic prolongation of the term of the deposit, the terms stipulated by the bank for this kind of deposit shall apply to the deposit.

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

6.1 The present agreement constitutes at the same time an application of the depositor on opening a deposit and current account (s), by signing which the depositor confirms that:

6.1.1 The present agreement constitutes an integral part of the agreement about banking operations posted between the Bank and the Customer;

6.1.2 enters into this Agreement only for its own purposes and does not act on the instructions or for the benefit of another (third party), has no relationship with a fictitious bank (Shell Bank) and the transaction described in the present agreement is not suspicious, which means that it is not entered into for the purpose of money laundering and the property (including cash) on which the transaction was made and / or executed is not obtained / originated from criminal activity.

6.1.3 agrees to the Bank to open a settlement (current) and/or demand deposit account (s) (in any currency) on deposit account(s) deposit/transfer and/or deposit account(s) for the purpose of withdrawing / transferring money;

6.1.4 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;

6.1.5 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.

6.1.6 agrees that the Bank will not provide any information about changes that are beneficial to the Depositor.

6.2 In case of existence/application of the act of lien with the deposit account or/and depositor, collection order and/or other measure (s) in compliance with Georgian legislation the automatic prolongation of the term of deposit shall not be performed.

6.3 The bank shall be authorized to use any means of communication (including, electronic, digital, telephone and other) for notification of the customer.

6.4 If the depositor violates the terms of the agreement signed with the bank, the bank shall be authorized to terminate the present agreement signed with the depositor.

6.5 The Customer is authorized to file a claim to the Bank orally, in writing or electronically. To orally register the claim, the customer may apply to the Service Center of JSC TBC Bank' at the phone number: +99532 2 272727. The claim may be accepted in a standard written format at Branches and Service Centers of the Bank. The claim may be electronically registered via internet bank or on the web-site of the Bank ([www.tbcbank.ge](http://www.tbcbank.ge)). The maximum period for the review of the claim that has been registered by the

Customer shall be no later than 1 (one) month after the application and identification. The claims shall be reviewed by the Customer Support Department of JSC TBC Bank. The Customer shall be notified of the decision made with respect to his/her claim in writing and/or by any other means of communication (electronic, digital, phone, etc.). Information on the process of review of the claim can be obtained at any Branch/Service Centre of the Bank or by using the remote banking services;

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

- 6.6 In the case of possible 15% annual stabilization of GEL, the effective interest rate of the calculated deposit will make --%.
- 6.7 The parties agree that any dispute arising out of or in connection with this Agreement (Agreement) shall be settled by mutual agreement. In case of failure to reach an agreement, the dispute between the parties shall be considered and resolved in accordance with the terms of the Agreement on Banking operations concluded between the parties.
- 6.8 The Parties agree that this Agreement can be executed as a written/paper document as well as electronically including using the platform Signify. The Client agrees and confirms that the qualified and/or advanced electronic signature applied to this Document by the Client (the Client's authorized representative) has the same legal force as a written/paper document and personal/wet signature.