

Main Terms of Deposit certificate agreement

Interest rate of the deposit certificate

Type of Deposit Certificate interest rate:	Fixed
Annual interest rate of Deposit Certificate:	_% p.a.
Effective interest rate of Deposit Certificate:*	_% p.a.

Other contractual information

Amount of the Deposit Certificate :	----
Term of the Deposit Certificate :	-----
Fee of Assigning of the Certificate	0.1% at least 50 GEL
Cash withdrawal fee:	0.2% GEL / 0.6% (in foreign currency)
Penalty for termination of Deposit Certificate :	If bank finds sufficient reasons and decides to buy back the deposit certificate before the appointed time in accordance with the customer's willingness, the customer shall pay bank commission charges, which is defined as follows: Certificate interest rate plus 4%, calculated on the remaining period of the certificate.

The certificate holder has the right to redeem the certificate of deposit ahead of time.

For CDs Denominated in GEL:

This Certificate of Deposit is a standard certificate of deposit and its terms comply with the requirements of the Regulation of the Standard Certificate of Deposit.

For CDs Denominated in foreign currency:

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

Currency rate fluctuation might considerably reduce the interest expressed in GEL

This certificate is a non-standard certificate of deposit and is not subject to the requirements of the Regulation on Standard Certificates of Deposit.

Information about a product with similar conditions in the national currency can be found on the bank's website www.tbcbank.ge.

*In case of possible 15% annual stabilization of GEL, the effective interest rate of the calculated deposit amounts to _%.

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 and the hot line – +99532 2406 406.

1. Subject of Agreement

- 1.1 Under terms and conditions of this Agreement the Bank shall provide the Client with a Deposit Certificate.
- 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.

2. Terms and Conditions of Deposit Certificate

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|-------|--|-------------------------------------|
| 2.1 | The Bank shall not be liable for redemption of the Certificate from the customer before the expiry date; | |
| 2.2 | The holder of the Deposit Certificate shall be entitled to assign the Deposit certificate to any person; | |
| 2.3 | Type of Certificate: | Interest |
| 2.4 | Certificate denomination: | |
| 2.5 | Par value of Certificate: | |
| 2.6 | Effective period of Certificate: | |
| 2.7 | Interest rate of Certificate: | ---% p.a. |
| 2.8 | Effective interest rate of Certificate | ---% p.a. |
| 2.8.1 | Type of Deposit Certificate interest rate: | Fixed |
| 2.9 | The frequency of issuance of interest: | monthly: |
| 2.10 | Purchase value of the Certificate shall be transferred from the account: | |
| 2.11 | Upon expiry of the effective term of the Certificate the sum shall be entered into the account # | |
| 2.12 | Account, into which the interest will be accrued: | |
| 2.13 | Bank's commission in case of assigning the Certificate: | 0.1%. min 50GEL |
| 2.14 | Cash withdrawal fee: | 0.2% GEL/0.6% (in foreign currency) |

3. Rights and Undertakings of Parties

- 3.1. The Bank shall:
 - 3.1.1. Familiarize a person willing to purchase the certificate with the appropriate terms and conditions approved by the bank. The terms and conditions may be familiarized via electronic facilities.
 - 3.1.2. Upon purchase of the Certificate by the Client, make records in the appropriate Register.
 - 3.1.3. If the Certificate is purchased by the Client, upon request of the Client, furnish the Client with the Excerpt from the appropriate Register (in any form, including electronic).
 - 3.1.4. Upon signing this Agreement, and if the transaction is concluded using the electronic system, the Bank shall advise the Client of the terms and conditions of the Certificate in advance via e-mail.
 - 3.1.5. Ensure safety and protection of the system in case of electronic communication between the parties.
 - 3.1.6. If the Client assigns the Certificate, register assignment of the Certificate with the appropriate Register under the Client's application. .
- 3.2. The Bank shall be entitled:
 - 3.2.1. Not to provide service referred to in this Agreement if the Client violates the terms and conditions of this Agreement and/or the applicable laws. .
- 3.3. The Certificate Holder shall:
 - 3.3.1. maintain an active bank account for payments related to the Deposit Certificate;
 - 3.3.2. Prior to assignment of the Certificate furnish the Bank with the appropriate information and request registration of the Certificate's assignment with the appropriate Register.
 - 3.3.3. Prior to assignment of the Certificate, present the purchaser in the Bank under the terms and conditions of this Agreement.
- 3.4. The Client shall be entitled:

- 3.4.1. Without the Bank's agreement, assign the Certificate under the terms and conditions of this Agreement and the provisions of the applicable laws. In the mentioned case, the customer shall pay in favor of the bank the commission fee, indicated in paragraph 2.13 of the present agreement;

4. Procedure for Accrual of Interest Rate to Deposit Certificate

- 4.1 The deposit certificate will accrue interest according to the rate, indicated in paragraph 2.7 of the present agreement, by the rule, stipulated in subparagraph 8.1.1 of the present agreement.
- 4.2 When purchasing the Deposit Certificate, the appropriate sum of the purchase value of the certificate shall be transferred from the Client's account referred to in paragraph 2.10.
- 4.3 Upon expiry of the effective term of the Deposit Certificate, the appropriate amount of the par value of the Certificate shall be entered into the Client's account referred to in Paragraph 2.11.

5. Returning the deposit certificate to bank before the appointed time

- 5.1 If bank will find sufficient reasons and decide to buy back the deposit certificate before the appointed time in accordance with the client's willingness, client will be obliged to pay bank commission charges, which is defined as follows: an appropriate interest rate effective at the termination date plus 4%, calculated on the remaining period of the certificate;
- 5.2 If the bank buys off the deposit certificate before appointed time, the amount of money to be issued to the client may be higher or lower compared to the purchase value. This issue depends on the maturity period and the date of buying off the deposit certificate.

6. Alienation of the Deposit Certificate to the third party

- 6.1. The holder of the Deposit Certificate shall have the power to assign the Deposit Certificate to any person he/she wishes and inform the bank to that effect to enable the latter to register the relevant changes with the register and perform the appropriate transfer-related assignments. Assignment shall require reporting of the Client and the Purchaser in the Bank to present the joint assignment on alienation and purchase of the Certificate. The form of assignment shall be determined by the Bank. Until a new purchase is registered with the appropriate Register as the holder of the Deposit Certificate;
- 6.2. A deposit certificate may be sold fully or partly (partly sales is admissible if the quantity of the certificate's nominal exceeds one unit).
- 6.3. The Certificate shall not be partly assigned;

7. Basic Terms of Deposit Certificate

- 7.1. The Certificate may exist only in dematerialized form;
- 7.2. Any payment related to the Deposit Certificate shall be effected in national currency by non-cash settlement;
- 7.3. Every Deposit Certificate shall have only one holder;
- 7.4. A deposit certificate may be used as an instrument for ensuring of claim.
- 7.5. Upon purchase of the Deposit Certificate the terms and conditions applicable during purchase shall be the same till the end of the term;
- 7.6. An electronic record available in the appropriate Register of the Bank shall serve as an evidence of the Certificate Holder;
- 7.7. Purchase or assignment of the Deposit Certificate by the Client shall be registered with the appropriate Register the rules and terms and conditions of operation thereof are approved by the Bank;
- 7.8. The record available in the Register of the Deposit Certificate shall be null and void upon expiry of the effective term of the Certificate or if the Bank redeems the Certificate.
- 7.9. Upon expiry of the term referred to in the Certificate or upon redemption of the Deposit Certificate by the Bank from the Client at the agreed value, the Certificate shall be covered as the result of which the appropriate records available in the appropriate Register of the Certificate shall be revoked and no interest shall be accrued to the Deposit Certificate. If the Deposit Certificate is redeemed, the Bank shall pay the purchase value to the Client not later than within 2 (two) banking days from redemption. Furthermore, the Bank shall not be liable to redeem the Deposit Certificate before maturity.
- 7.10. The relevant written agreement about acquisition of the certificate shall be signed between the bank and the customer.
- 7.11. The customer can see by means of internet banking the cost of acquired deposit certificate and the accrued interest. The customer shall not be entitled to dispose of the mentioned amount until its expiration or be redeemed by the bank;

8. Terms and Conditions of Agreement

- 8.1. This Agreement shall be simultaneously regarded as the Client's application for opening a deposit and settlement (current) account(s) by signing of which the Client confirms that:

- 8.1.1. The present agreement constitutes an integral part of the agreement about banking operations posted between the Bank and the Customer;
- 8.1.2. he/she signs this Agreement only for his/her needs and does not act under assignment of or to the benefit of any other (third party) person, he/she has no contact with any shell bank and the transaction referred hereto is not under any doubt that means that it is not executed for the purpose of legalization of illicit income and the property (including cash assets) under the basis of which this transaction has been made or/and performed is not obtained/originated from any criminal activity;
- 8.1.3. he/she gives agreement to the Bank to open a settlement (current) (in any currency) for the purpose of transferring funds into the deposit account(s) or/and transfer of funds from the deposit account(s) ;

Sub-Paragraphs 8.1.4 and 8.1.5 will appear in foreign currency CD agreements:

- 8.1.4. Provided a) the interest rate on the CD is higher than interest rates on CDs 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 CDs on the market by more than 5%, the Bank will have the right to revise (decrease) the interest rate on the CD under this Agreement. The Bank will notify the CD Holder of the change via SMS 2 (two) months in advance;
- 8.1.5. Provided a) the cost of the CD changes materially so that it may generate loss for the Bank and/or threaten its financial stability; b) the terms and conditions of the CD 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 CD Holder of the change(s) via SMS 2 (two) months in advance, while price increase on other financial facilities related to the CD will be communicated via SMS 1 (one) month in advance.
- 8.1.6 He/she gives agreement to the Bank not to provide information on changes beneficial to the Client.
- 8.2. In case Force-Majeure events, the parties shall inform each other on occurrence of such events as soon as possible. If the parties cannot perform their obligations within the established terms due to Force-Majeure events, performance of the obligations by the parties shall be postponed till liquidation of such events.
- 8.3. The Client shall agree that in case of collection of payment or/and seize thereon the Bank shall absolutely fulfill the request of the competent authority in terms of the Deposit Certificate. The customer agrees, that in case of collection or/and arrest applied to him, the bank shall unconditionally fulfill the requirement of the relevant body towards the deposit certificate as well. Also, in case of application of collection/arrest to the customer, the latter has no right to alienate or otherwise mortgage the deposit certificate, unless consent on alienation/mortgage of the person whose demand caused the collection/mortgage, shall be submitted to the bank.
- 8.4. The Bank shall be entitled to use any communication facilities (including electronic, digital, telephone, etc.) when sending a notice to the Client.
- 8.5. The Customer is authorized to apply with a claim to the Bank orally, in writing or electronically. To orally register the claim, the User 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). The maximum period for the review of the claim that has been registered by the Customer shall be a month after the application and identification. The claims shall be reviewed by the Customer Support Department of JSC TBC Bank. The Customer will 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 8.6 will appear in foreign currency CD agreements:

- 8.6. In the case of possible 15% annual stabilization of GEL, the effective interest rate of the calculated deposit will make --%;
- 8.7. 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.
- 8.8. 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.

