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| **Significant Terms and Conditions of the Convertible Deposit Agreement** | | |
| **Convertible Deposit Agreement N** | | |
| **Interest Rate of the Deposit** | | |
| **Type of Interest rate** | **fixed** | |
| Annual Interest rate of the deposit: | |  |
| Effective Interest rate of the deposit: | |  |
| **Financial Expenses** | | |
| * Commission fee for withdrawal from the account of amount deposited in non-cash way | | of principal amount of the deposit |
| * Commission fee for withdrawal of the accrued interest | | of interest amount |
| **Other Contractual Information** | | |
| Conclusion date of the Agreement: |  | |
| Term of effectiveness of the Agreement: |  | |
| * Amount and currency of the deposit | |  |
| * Interest accrued on the deposit amount withdrawn before the term | | During the first calendar month-0%. Penalty for the breach - 0.25%. |
| After the first calendar month, interest rate of the saving deposit will be accrued |
| In case of converted deposit, accrual will be held, according to relevant currencies and terms, into the final currency of the deposit amount. |
| If the deposit is converted, interest rate of the saving deposit will be accrued according to the period of existence of the amount on the deposit account in relevant currency. Interest will be accrued to the final currency of the deposit. | | |
| The client has right to terminate the agreement before the term | | |
| Your deposit is insured in the scope of deposits insurance system, created on the grounds of the Georgian act about deposits insurance system | | |
| In case of change of the significant terms of the agreement, the client will be informed at least 2 (two) months before the change, in case of increasement of price of another financial product - at least one month in advance by written / e-mail / Internet Banking / short text message | | |
| The client has the right to file a claim in any branch, service center or head office of the bank, orally, in free written, standard written or electronic form | | |

***Be acquainted with the beneficial information for consumers on the website of National Bank of Georgia:*** [***www.nbg.gov.ge/cp***](http://www.nbg.gov.ge/cp) ***and hot line: (+995 32) 2406 406***

**Convertible Deposit Agreement N**

date:  place:**, Georgia**

|  |  |
| --- | --- |
| Name (corporate)  Identification number | **JSC "Terabank"**  **204546045** |
| *Represented by following authorized person:* | |
| Name, Last name: |  |
| Position: |  |
| ***Hereinafter referred as* „Bank”.** | |
| Name (corporate)/ Name, Last name: |  |
| Identification number: |  |
| Adress: |  |
| *Represented by following authorized person:* | |
| Name, Last name: |  |
| Personal number |  |
| Position/Title: |  |
| Telephone/E-mail: |  |
| Authorization: | **Notarized** **y., number#****, notary** |
| ***Hereinafter referred as* Depositor“ and/or “Client”** | |

**Chapter 1 Subject of the Agreement**

* 1. The depositor allocates amount on the account opened in the bank, the bank shall be granted with the right of ownership of the deposit amount and according to the terms of the agreement shall return amount to the depositor. Herewith, without additional consent of the client, the bank has right to transfer deposit amount/primary contribution established in this agreement, from the account of the depositor opened in the bank, to the deposit account defined by this agreement.
  2. With conclusion of this agreement, the depositor confirms that he/she is acquainted and agrees with the standard terms and conditions of the banking operations placed on the website of the bank www.terabank.ge.

**Chapter 2 Main Terms and Conditions of the Deposit Agreement**

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| --- | --- | --- |
| 2.01 | Number of the deposit account |  |
| 2.02 | Currency of the deposit |  |
| 2.03 | Amount of the deposit |  |
| 2.04 | Term of the deposit |  |
| 2.05 | Number of interest accrual account |  |
| 2.06 | Type of interest rate | **fixed** |
| 2.07 | Annual interest rate |  |
| 2.08 | Effective interest rate |  |
| 2.09 | Periodicity of interest accrual |  |
| 2.10 | Financial expenses | |
|  | * Commission fee for opening the account |  |
| * Commission fee for Withdrawal from the account of amount deposited in non-cash way | of principal amount of the deposit |
|  | * Commission fee for Withdrawal of accrued interest | of interest amount |

* 1. The depositor has right to convert the whole amount allocated on the deposit account at any time within the validity term of the deposit agreement, unless the depositor’s accounts are used as obligations security.
  2. The depositor has right to convert the whole amount allocated on the deposit account into Gel, Euro or Usd currencies and for making conversion the depositor is obliged to pay the conversion fee, amount of which will be defined by the bank at the moment of conversion, according to the standard established in the bank.
  3. Conversion of the deposit amount will not result change of validity term of the deposit, unless otherwise agreed by the the parties to the amendment agreement of the convertible deposit.
  4. Conversion of the deposit amount , according to the special currency rate established by the bank on the conversion day, will be held by the bank upon the relevant application of the depositor and upon the amendment agreement of the convertible deposit.
  5. Annual interest to the allocated deposit amount, after conversion, will be accrued according to the term of deposit and according interest rate of the relevant currency established in the bank on the conversion day.
  6. Conversion can be made only if the whole deposit amount is converted.
  7. Adding money to the Deposit amount is inadmissible. Interest is calculated daily for 365 days in a year, on the deposit amount. In case of monthly accrual, interest shall be accrued monthly on the day relevant to the day the deposit became effective. In case of accrual at the end of the term, interest shall be accrued on the last day of the term of the Deposit, if the day of accrual coincides with non-working day, bank is able to perform accrual on the following day.
  8. Deposit/withdrawal of amount and accrual/withdrawal of interest shall be held through the account used for the interest accrual.
  9. In case of breaching the Deposit agreement by the Depositor before the agreed term, if the agreement is breached:

1. Within first calendar month’s period from the day of effective date of the agreement, interest shall not be accrued on the Deposit amount, herewith accrued and in advance paid interest (if so) and penalty 0.25 % of the Deposit amount for breaching will be deducted from the deposit amount.                After first calendar month’s period from the day of effective date of the agreement, saving deposit interest will be accrued on the Deposit amount from the day of becoming effective until the day of breach, herewith, Deposit amount will be deducted with accrued and in advance paid interest (if so). If the deposit is converted, interest rate of the saving deposit will be accrued according to the period of existence of the amount on the deposit account in relevant currency. Interest will be accrued to the final currency of the deposit.

   2. In case of using Depositors’ accounts opened in the Bank in order to secure obligation according to the legislation of Georgia, agreement shall not prolong. Herewith, the Bank is empowered and free to refuse unilaterally to prolong the agreement.
   3. The bank has right to change any term and condition of the agreement, except the interest rate, standard terms and conditions of the banking operations and/or rates of the bank unilaterally. In case of change of the significant terms of the agreement, the client will be informed at least 2 (two) months before the change, in case of increasement of price of another financial product - at least one month in advance by written / e-mail / Internet Banking / short text message.
   4. If the present deposit (right of claim) is pledged in favor of the bank, in order to secure fully and duly performance of the obligations taken by the depositor and/or by third parties and performance of the obligations became mature, the bank has right to unilaterally terminate the deposit agreement, without additional consent of the depositor, in order to use the deposit amount and accrued interest for fulfilment the bank’s mature claim.

**Chapter 3 Others Terms and Final Provisions**

* 1. The agreement becomes effective right after signing (bilateral consent about terms of the agreement) it by the parties and allocating the amount on the deposit account by the depositor.
  2. As of 1st of January, 2018, the Bank participates in the Deposit Insurance System established on the basis of the Law of Georgia about the Deposit Insurance System. In the event of an insured event, the amount available on the depositor's deposit / account will be reimbursed by the Deposit Insurance Agency within GEL 15,000, while the remaining amount will be reimbursed in accordance with the current legislation. For additional information, you can visit the website of LEPL Deposit Insurance Agency: [www.diagency.ge](http://www.diagency.ge).
  3. None of the parties are in charge of nonperformance of the obligations set forth in the agreement, if such nonperformance is due to the occurrence of force majeure,which is uncontrollable (deluge, earthquake, conflagration, strike, military activity,siege, acts or activities of state authorities and etc) and makes impossible for the party to perform obligations. Performance of obligations set forth in this agreement shall be postponed until the end of force majeure.
  4. The bank is empowered to send notification to the depositor in written, electronically, by phone or placing information on website of the bank and/or in branches/service centers of the bank.
  5. Invalidity of any article and/or paragraph or its part of this agreement does not cause the invalidity of other articles and/or paragraphs. Therefore, rest of the articles and paragraphs remain to be valid.
  6. Georgian legislation shall prevail. Any dispute which arises between the parties under this agreement, shall be resolved by negotiations. In case of the settlement is not reached, dispute shall be resolved by relevant Georgian court.
  7. The agreement is made in copies of equal legal powers in Georgian language, each copy is given to the parties to the agreement. If any of the parties does not understand Georgian, this agreement may be drawn up in other language acceptable for the parties. When interpreting the agreement, Georgian version shall prevail.
  8. The depositor is entitled to submit a claim to the bank in oral, written and / or electronic forms. The claim can be submitted in any branch of the bank, service center, head office, internet banking, e-mail address of the bank: [info@terabank.ge](mailto:info@terabank.ge). The bank is entitled to consider and respond to the depositor's claim in the same form / channel (if the depositor himself/herself does not indicate the specific channel he/she wants at the time of filing the claim), no later than 30 calendar days after receiving the claim, that period for reviewing the claim applies to any type of claim, Regardless of the content of the claim and the form of the application. However, the content of the claim shall be obvious and comprehensible, otherwise the bank has a right to request the depositor to clarify the claim or submit it in writing.
  9. The client has right to terminate the agreement before the term. Upon withdrawal of the deposit amount by the client, the agreement will be considered terminated.

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| **Bank:** | | **JSC "Terabank"** | **Depositor** |  |
| signature: | | | signature: | |
| First name, surname: | | | First name, surname: | |
| First name,surname: |  | | First name,surname: |  |
| Representative: | **-----------------------** | | Representative: |  |