|  |
| --- |
| **Significant Terms and Conditions of the Flex Deposit Agreement** |
| **Flex 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 of amount deposited in non-cash way
 | of deposit principal amount  |
| * Commission fee for Withdrawal of interest accrued to the deposit amount
 | of accrued 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| * Interest accrued on the deposit amount withdrawn before the term
 | within the first calendar month: 0%. Penalty for premature termination: 0.25% |
| After the first calendar month and within two-month period interest rate of the saving deposit shall be accrued |
| After three calendar months - interest of the relevant maturity flex 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 |
| Deposit allocated in foreign currency puts the consumer under significant risk! |
| Change of currency rate may cause significant reduction of interest expressed in GEL ! |
| Calculated effective interest rate of the deposit, In case of possible 15% appreciation of GEL  |       |

***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***

**Flex 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 into the account opened in the bank, the bank obtains ownership of the deposit amount and according to the terms of the agreement returns the deposit 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. In the way of concluding this agreement, the depositor confirms that he/she is acquainted and agrees with the standard terms and conditions of banking operations placed on the website of the bank [www.terabank.ge](http://www.terabank.ge) and interest rates of the relevant maturity flex deposit.

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

|  |  |  |
| --- | --- | --- |
| 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 | **12 (twelve) months** |
| 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 Withdrawal of amount deposited in non-cash way
 |       of deposit principal amount |
|  | * Commission fee for Withdrawal of interest accrued to the deposit amount
 |       of accrued interest amount |
| 2.11 | effective interest rate of the deposit, In case of probable annual 15% appreciation of GEL: |       |

* 1. 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.
	2. Deposit/withdrawal of amount and accrual/withdrawal of interest shall be held through the account used for the interest accrual.
	3. In case of breaching the Deposit agreement by the Depositor before the agreed term, if the termination of the agreement is carried out:
1. a) Within the first calendar month from the date of entering into force, interest shall not be accrued on the Deposit amount, herewith from the deposit amount will be subtracted accrued and interest paid by the bank in advance (if so) and penalty 0,25 % of the Deposit amount for breaching.               From the date of entering into force,      after 1 (one) calendar month, within next 2 (two) calendar month, interest shall be accrued on the deposit amount according to interest rate of saving deposit on the day of termination of the agreement from the date of entry into force of the agreement until the date of termination.          after 3 (three) calendar months from its entry into force, interest of the relevant maturity flex deposit, established in the bank at the moment of breaching shall accrue on the deposit, for each full calendar month. In case of incomplete month the interest shall not accrue.

* 1. 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.
	2. 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.
	3. 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 untill 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. 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.

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