

## Essential terms of the Agreement

Agreement on Use of a Non-standard Coupon Certificate of Deposit #

(Date) -----

**Present Certificate is a Non-Standard Certificate of Deposit (CD) and “Requirements to Standard Certificates of Deposit of Commercial Banks” do not apply to it**

### Interest Rate for Coupon Certificate of Deposit:

- CD Interest Rate: **annual** \_\_\_\_\_
- CD Effective Interest Rate: **annual** \_\_\_\_\_

### Miscellaneous Contract Information:

- CD Nominal value and currency: \_\_\_\_\_
- CD term: \_\_\_\_\_
- Commission fee for CD alienation: \_\_\_\_\_
- In case of premature encashment [buyback] of a CD: it shall be deemed, that funds allocated on the basis of a Certificate were not being accrued Interest Yield and CD owner shall be imposed a fine in amount of CD nominal value \_ %. As for the sum payable to the CD Owner, it shall be adjusted in accordance with the conditions [including the condition regarding write-off of amounts already paid to the CD Owner] set herein.
- The Bank shall be entitled to unilaterally alter “General Terms and Conditions for Use of Certificate of Deposit”, and make amended edition available on the Bank’s web-site: [www.vtb.com.ge](http://www.vtb.com.ge). The Decision in regard with changes made shall be notified to the CD Owner one month in advance. The Bank’s notification shall be sent via SMS or e-mail or internet/mobile bank.  
Any claims against the Bank shall be submitted by the Client in writ to any of Bank branches or via electronic mail, to the following address: [info@vtb.ge](mailto:info@vtb.ge).  
Customer may bear the risk of foreign exchange loss if he holds deposit in foreign currency!<sup>1</sup>  
Changes in the exchange rate may significantly reduce yield in GEL.<sup>2</sup>  
CD Effective Interest Rate calculated for possible 15% annual strengthening of GEL : annual \_\_\_\_\_<sup>3</sup>

For useful information visit NBG website – [www.nbg.gov.ge/cp](http://www.nbg.gov.ge/cp) and contact hotline +995 (32) 2 406 406

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<sup>1</sup> If a CD is issued in USD/EUR

<sup>2</sup> If a CD is issued in USD/EUR

<sup>3</sup> If a CD is issued in USD/EUR

## Agreement on Use of a Certificate of Deposit (CD)

Tbilisi

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VTB Bank (Georgia) JSC \_\_\_\_\_ branch [hereinafter the “Bank”] at one side and \_\_\_\_\_ [hereinafter “CD Owner”], at the other, conclude present Agreement on Use of a Certificate of Deposit:

1. CD type: **Non-standard Coupon Certificate of Deposit**
2. CD Interest Rate: **annual** \_\_\_\_\_
3. CD Effective Interest Rate: **annual** \_\_\_\_\_
4. CD Effective Interest Rate calculated for possible 15% annual strengthening of GEL<sup>4</sup>: **annual** \_\_\_\_\_
5. Interest Rate for CD paid in GEL<sup>5</sup>: annual \_\_\_\_\_
6. CD Nominal value and currency: \_\_\_\_\_
7. CD term: \_\_\_\_\_
8. Commission fee for CD alienation: \_\_\_\_\_
9. Procedure for Interest Yield accrual and repayment: Interest Yield shall be calculated on a daily basis, for 365-day year. Accrued Interest Yield shall be paid by the Bank to the Client on a monthly basis, by crediting corresponding amounts to the account [card and/or current] indicated by the Client.
10. Upon the CD term expiration the CD Owner shall receive nominal value of the Certificate.
11. In case of premature encashment [buyback] of a CD: it shall be deemed, that funds allocated on the basis of a Certificate were not being accrued Interest Yield and CD owner shall be imposed a fine in amount of CD nominal value \_ %. As for the sum payable to the CD Owner, it shall be adjusted in accordance with the conditions [including the condition regarding write-off of amounts already paid to the CD Owner] set herein.
12. Any claims against the Bank shall be submitted by the Client in writ or via electronic mail, to the following address: [info@vtb.ge](mailto:info@vtb.ge). The claim shall be reviewed by the Bank within one month term and corresponding resolution shall be provided to the Client in the same form as the claim was submitted.
13. By signing present Agreement the CD Owner confirms he/she is aware of and consents to “General Terms and Conditions for Use of Certificate of Deposit”, available on the Bank’s web-site: [www.vtb.com.ge](http://www.vtb.com.ge), representing integral part of present Agreement and regulating rights and obligations of the Parties with regard to the use of CD.
14. The Bank shall be entitled to unilaterally alter “General Terms and Conditions for Use of Certificate of Deposit”, and make amended edition available on the Bank’s web-site: [www.vtb.com.ge](http://www.vtb.com.ge). The Decision in regard with changes made shall be notified to the CD Owner one month in advance. The Bank’s notification shall be sent via SMS or e-mail or internet/mobile bank. If the CD Owner changes mobile phone number or e-mail address and fails to notify the Bank on the changes, the latter shall use contact details available and any notification send to such details shall be deemed delivered to the CD Owner.
15. By the power of present Agreement, the CD Owner orders the Bank to transfer sums, allocated on his/her account # \_\_\_\_\_, to the corresponding account, in the amount specified in Article 6 herein, for purposes of purchasing Certificate of Deposit by the CD Owner.
16. Deposition of funds to the CD account and their withdrawal/repayment of interest yield shall be carried out through CD Owner’s account # \_\_\_\_\_ and the latter is not entitled to close aforementioned account throughout the CD ownership term, as owning an account at the Bank is one of the main preconditions for using a CD.
17. **On Deposit insurance:**
  - 17.1. From January 1, 2018 pursuant to Georgian Law “on Deposit Insurance System”. Any Deposit with any commercial bank shall be insured and any Individual Depositor shall be reimbursed on each deposit/account with any commercial bank, regardless the quantity of owned deposits/accounts. Reimbursement within 5000 GEL shall be provided by Deposit Insurance Agency, as for residual amount – it shall be compensated in accordance with acting legislation.  
For additional information, please, visit LEPL Deposit Insurance Agency official web-site: [www.diagency.ge](http://www.diagency.ge)
  - 17.2. **What sum shall be reimbursed if insured event takes place?** – amounts available on Customer accounts in one and the same commercial bank (including foreign currency accounts) shall be summed and LEPL Deposit Insurance Agency shall reimburse p to 5,000 GEL. If available sum exceeds 5,000 GEL, residual amount shall be compensated in accordance with acting legislation.
  - 17.3. **How can I apply for Deposit Insurance?** –All sums available on any individual’s account with commercial bank is insured automatically, free

<sup>4</sup> If a CD is issued in USD/EUR

<sup>5</sup> If a CD is issued in USD/EUR

of charge.

- 17.4. **Reimbursement procedure in case insured event takes place at commercial bank** – reimbursement shall be paid no later than 20 (twenty) days following the day insured event takes place, regardless the respective commercial bank having corresponding funds or not for the given moment.
- 17.5. **Reimbursement currency** – GEL.
18. An Arbitrage, designated to resolve any disputes regarding the present Agreement, is prescribed in General Terms and Conditions for Use of Certificate of Deposit.
19. The present Agreement is drawn up in two legally equal copies, one for each of the Parties.
20. Parties:

<b>Bank</b>	<b>CD Owner</b>