

## **Standard Terms and Conditions of Deposit Agreement**

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## 1. Term Definitions

- 1.1. Unless otherwise defined and/or expressly follows from the context of the present Terms and Conditions, the terms herein shall have the following meanings:
- 1.1.1. **Account** – bank account(s) held by the Depositor in the Bank, including without any limitation the Deposit Account, Deposit Service Account, Current/Card Account and so forth;
- 1.1.2. **Account Interest Accrual** - The type of Deposit Products during which the Bank accrues interest on the Current and/or Card Account opened based on the Agreement and in accordance with its terms;
- 1.1.3. **Agency or Deposit Insurance Agency** – an independent legal entity of public law founded in accordance with the Law of Georgia on Deposit Insurance System;
- 1.1.4. **Agreement** – a) the Cover page of the Agreement (important terms and conditions of the Deposit Agreement/important terms and conditions of the Current Account Interest Accrual Agreement); b) Deposit Products Agreement; c) present Standard Terms and Conditions; d) set of application(s) and/or any other additional application(s)/annex(es) provided by the Depositor to the Bank, which have been signed/will be signed in connection with the present Agreement and represent an integral part thereof;
- 1.1.5. **Annex** – present Standard Terms and Conditions as well as any additional document(s) which specifies, modifies and/or terminates the Agreement and/or the terms and conditions thereof and forms the integral part of the Agreement;
- 1.1.6. **Bank** – JSC Liberty Bank (identification code 203828304), which is a Party to this Agreement;
- 1.1.7. **Banking Day** – the part of the business day, set by the Bank (except day offs defined by the Bank and/or by the Law), when the Bank provides banking services;
- 1.1.8. **Call Deposit** – certain amount of funds transferred by the Depositor into the ownership of the Bank for the indefinite period of time which will be transferred back to the Depositor together with the Interest accrued by the Bank (if any) upon the Depositor's request. Types of the Call Deposit products shall include: savings deposit, Savings Account Meti, other deposit products currently available and/or offered by the Bank in the future which will be subject to the present Standard Terms and Conditions;
- 1.1.9. **Confidential Information** – Unless otherwise defined under the Agreement, any information/document (including without any limitation, information/documents regarding personal data, share participation, financial data of the Party, information/document containing information about the owner/manager/affiliate Party(ies), agreement(s) with Third Party(ies), movable and immovable asset(s), business process/procedures, marketing strategies, project(s) of the Party and/or other information) received, processed, created and/or sent by one Party to the other upon signature and/or as a result of performance of the Agreement and/or any other significant information/documentation;
- 1.1.10. **Cover Page or Cover page of the Agreement** (important terms and conditions of the Deposit Agreement/important terms and conditions of the Current Account Interest Accrual Agreement) – information created by means of material, electronic, optic or other similar means and provided to the Depositor in a written form, which enables the Depositor to read the key terms and conditions of the Deposit Agreement (Interest Rate, financial expenditures and other contractual information which is to be mandatorily provided to the Depositor in accordance with the Law). The Cover Page of the Agreement (important terms and conditions of the Agreement) forms the integral part of the Agreement and is available for the Depositor in the Electronic Channel determined by the Bank;
- 1.1.11. **Current/Card Account** - The Account where the Client's funds are held. In addition to the Standard Terms and Conditions of the Deposit Agreement for the current/card account, Banking Service Terms and Conditions for Individuals and/or Banking Service Terms and Conditions For Legal Entities (according to the Client category), also apply, which are available on the bank's website: <https://libertybank.ge/ka/>;
- 1.1.12. **Deposit** – certain amount of funds transferred by the Depositor into the ownership of the Bank either for indefinite or predetermined period of time and in accordance with the provisions of the Agreement;
- 1.1.13. **Deposit Account** – the Account where the funds transferred by the Depositor to the Bank are accumulated;
- 1.1.14. **Deposit Products Agreement (Deposit Agreement/Current Account Interest Accrual Agreement)** – the agreement concluded between the Bank and the Depositor using paper-based, electronic or any other similar means, which defines the key terms and conditions of using banking products as of the date of execution of the Agreement and which the Depositor either signs or consents to through various electronic means (such as pressing the button, transferring funds to the Account, generating sms code, fulfilling verification process, etc). Electronic consent shall have the same legal power as if the consent was made by signing a printed document. The Deposit Products Agreement shall form an integral part of the Agreement and is available for the Depositor in the Electronic Channels determined by the Bank;
- 1.1.15. **Deposit Products** - Any type of Deposit, Current, or Card Account offered by the Bank to the Depositor that accrues interest; **Deposit Service Account** – the Account (universal (liberty) account, social account, current account of a legal entity and so forth)

determined by the Bank which is used to carry out banking operations related to the Deposit;

- 1.1.16. **Depositor/Client** – the person indicated in the Deposit Products Agreement, which is a Party to the Agreement. For the purposes of these Terms and Conditions, 'Depositor' shall mean the 'Client' and vice versa
- 1.1.17. **Electronic Channel** – devices, software and/or various electronic channels (including, without limitation, Mobile Phone, Internet Banking, USSD menu, web-site and/or other electronic device/software) which enables the Depositor to consent to the Agreement, read the Cover Page, the text of the Deposit Agreement and the Standard Terms and Conditions, as well as the amendments/additions (if any) thereto, perform various banking operations and/or receive the information related to his/her Account without appearing before the Bank;
- 1.1.18. **Force-Majeure/Force-Majeure Even(t)s** – acts of God, disaster, war, civil riot, strike, lockout, quarantine, decisions of legislative, executive and/or local government bodies, international payment systems, etc. which arose subsequent to the execution of the Agreement and: (a) are not associated with the action and/or inaction of the Parties and (b) make it impossible for the Parties to fully and properly perform obligations assumed under this Agreement;
- 1.1.19. **Interest Rate** – annual (calculated based on 365 (three hundred sixty-five) calendar days per year) interest rate determined under the Agreement, which shall be accrued by the Bank on the Deposit amount;
- 1.1.20. **Interest/Accrued Interest** – interest paid by the Bank to the Depositor calculated in accordance with the Agreement based on the Deposit Products Agreement;
- 1.1.21. **Internet Banking** – one of the Electronic Channels of the Bank, which enables the Depositor to read the Cover Page of the Agreement, the Deposit Agreement, Standard Terms and Conditions and amendments/additions thereto (if any), receive various types of information and carry out certain banking operations via the web-site <http://365.ge> without appearing before the Bank;
- 1.1.22. **Law** – set of Georgian legislative and normative legal acts, as well as international treaties and agreements incorporated within the Georgian normative legal acts system;
- 1.1.23. **Mobile Phone** – cell phone integrated in the mobile communication network;
- 1.1.24. **Party/Parties** – the Bank and/or the Depositor as the case may be;
- 1.1.25. **Person/Persons** – individual(s), legal entity(ies) (including without limitation public law legal entities, non-entrepreneurial (non-commercial) legal entity(ies) and/or other organisational/non-registered entity(ies) incorporated in accordance with the Law;
- 1.1.26. **Representations and Warranties** – representations and warranties of the Depositor set forth under Article 2 of the present Terms and Conditions;
- 1.1.27. **Standard Terms and Conditions or Terms and Conditions<sup>1</sup>** – standard terms and conditions set forth under present document which form the Annex to the Deposit Agreement and are available for the Depositor in the Electronic Channel determined by the Bank;
- 1.1.28. **Term Deposit** – certain amount of funds transferred by the Depositor to the Bank for the definite period of time which will be transferred back to the Depositor together with the Interest accrued by the Bank (if any) upon expiration of the Agreement term or with instalments. Types of the Term Deposit products shall include: term deposit, accumulative deposit, other deposit products currently available and/or offered by the Bank in the future which will be subject to the present Standard Terms and Conditions;
- 1.1.29. **Third Party(ies)** – any person, which is not a Party to the Agreement;
- 1.2. Unless the context of the Agreement stipulates otherwise, defined terms and other words in singular, shall also have the meaning in plural and vice versa.

## 2. Representations and Warranties

- 2.1. The Depositor hereby represents and warrants that:
- 2.1.1. He/she is a legally capable person and has obtained all necessary consents, approvals and/or proxies (power of attorney) to execute the present Agreement;
- 2.1.2. Execution and/or performance of the Agreement by the Depositor does not contradict the Law or violate other contractual obligation(s) and will not give rise to Third Party claims regarding the Agreement;
- 2.1.3. Information submitted to the Bank for the execution of the Agreement is true and accurate and all documents submitted represent complete and applicable copies;
- 2.1.4. The Agreement is executed without use of coercion, deception and/or threat expressed by the Bank and/or the Third Party(ies) towards the Depositor and/or his/her related persons and the Bank has not fraudulently used its market power for the execution of the Agreement;
- 2.1.5. He/she is not an entrepreneur natural person as defined under Georgian Tax Code;
- 2.1.6. The Depositor has fully and carefully read the information provided in the Cover Page of the Agreement, the Terms and conditions of the Deposit Products Agreement and present Standard Terms and Conditions and hereby gives his/her consent thereto;
- 2.2. The Depositor shall immediately notify the Bank regarding any circumstances that may cause violation of any contractual obligation(s) and/or the Representations and Warranties undertaken by the Depositor under the Agreement;

<sup>1</sup> 01 January 2019 edition of the Standard Terms and Conditions of the Deposit Agreement shall apply to the accumulative and social deposits opened before the effective date of the present Terms and Conditions

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2.3. The Parties acknowledge and agree that they conclude the present Agreement based on the above statements, Representations and Warranties and consider them as terms of the Agreement. Therefore, any violation of the Representations and Warranties provided hereunder constitutes a sufficient basis for the Bank to unilaterally terminate the Agreement.

### 3. Terms and Conditions of the Deposit

#### 3.1. Terms and Conditions of the Call Deposit

3.1.1. Top up and withdrawal of Call Deposit. Contributions. Minimum and maximum amounts of the initial and subsequent contributions as well as the frequency of contributions are not limited.

3.1.2. The Depositor may fully (subject to the daily limits applicable to the Deposit amount and/or Interest withdrawal as set forth under the Agreement) or partially withdraw/transfer the Deposit amount and/or the Interest (if any) on any Banking Day. Furthermore, if the Deposit amount and/or the Interest is withdrawn in cash, the withdrawal shall be made from the Deposit Account through the Bank's branches/service centres and in case of a wire transfer, the Deposit amount and/or the Interest (if any) shall be transferred to the Deposit Service Account.

#### 3.1.3. Interest Accrual on Call Deposit, Interest Withdrawal.

3.1.3.1. The Interest will be accrued to the balance available on the savings Deposit Account at the end of each Banking Day, considering the Interest Rate specified in the relevant savings Deposit Agreement.

3.1.3.2. Interest will be accrued on the monthly basis to the minimum balance continuously maintained on the savings Deposit Meti Account for 1 (one) month period.

3.1.3.3. The Bank is entitled to credit any Accrued Interest (if applicable) to the Call Deposit Account, following the terms outlined in the Call Deposit Agreement, on the day specified by the Bank for each calendar month.

#### 3.1.4. Additional Conditions for the Call Deposit<sup>2</sup>.

3.1.4.1. The Bank is authorized to apply distinct Interest Rates to Call Deposits in alignment with the respective account's tariff packages<sup>3</sup>. Specifically, the Bank may impose varying Interest Rates on Call Deposits associated with different tariff packages.

3.1.4.2. In the event of a modification of the tariff package, to avail the Deposit Interest stipulated for the relevant package, the Depositor is required to enter into a bilateral agreement with the Bank regarding the adjustment of the Deposit Interest Rates. The Depositor acknowledges that the purchase of a new tariff package does not automatically extend the Deposit Interest Rate determined for the purchased package to their Deposit. The Interest Rate applicable to the Deposit associated with the new tariff package will be enforced only upon the Depositor's execution of a bilateral Agreement with the Bank regarding the adjustment of the Deposit Interest.

3.1.4.3. The Bank enables the Depositor to deposit funds on the Call Deposit Account in four different currencies (GEL, USD, EUR, GBP) simultaneously or separately. Furthermore, the Bank retains the right to open the first Call Deposit in all four currencies, and in case of opening of each subsequent Call Deposit, at its sole discretion, gives the Depositor the opportunity to choose one of the above mentioned currencies as the Call Deposit currency.

#### 3.2. Terms and Conditions of the Term Deposit

3.2.1. Top up of the Term Deposit. Contributions. By signing the Agreement, the Depositor authorises the Bank to unilaterally debit the Depositor's Deposit Account in the amount equal to the initial/minimum contribution as determined under the Agreement and ensure transfer of such funds to the Depositor's Deposit Account. Furthermore, if there are no funds on the Deposit Service Account or such funds are insufficient, the Depositor shall ensure immediate placement of such funds to the Deposit Service Account.

3.2.2. If the Depositor is authorised to make additional contributions to the Deposit Account, subsequent to the initial/minimum contribution as set forth in the Deposit Agreement, such minimum and maximum amounts of such additional contribution(s) shall be determined under the same Deposit Agreement. Otherwise, the Depositor may not make additional contribution(s) to the Deposit Account.

3.2.3. Interest Accrual. The Bank shall accrue the Interest on the Deposit considering the Interest Rate determined under the Agreement and return the Deposit to the Depositor upon expiration of the maturity term as indicated under the Agreement.

3.2.4. If the Bank and the Depositor signed the Deposit Agreement for the accumulative deposit, the Interest shall be accrued on the additional contribution(s) for the remaining term of the Agreement, considering the annual Interest Rate determined by the Bank.

3.2.5. Pay out of the Deposit and/or the Interest. The Bank shall transfer the Interest to the Depositor's Deposit Service Account in accordance with the terms and conditions of the Agreement subject to the following:

3.2.5.1. The Interest shall be transferred to the Depositor's Deposit Service Account on the Agreement signature date, if according to the Agreement the Interest is payable in advance;

3.2.5.2. The Interest shall be transferred to the Depositor's Deposit Service Account on the same day of each following month when the Agreement was signed, if according to the Agreement the Interest is payable on a monthly basis. If there is no such signature date in a certain calendar month, the Interest shall be transferred to the Deposit Service Account on the last day of such calendar month;

3.2.5.3. The Interest shall be transferred to the Depositor's Deposit Service Account on the last calendar day of the Agreement term, if according to the Agreement the Interest is payable at the end of the Agreement term.

3.2.6. The Depositor may transfer/withdraw the Deposit amount and/or the Interest (if any) subject to the terms and periods as set forth in the Agreement.

3.2.7. Full or partial withdrawal/transfer of the contribution before the expiration of the maturity term of the Agreement shall be considered as premature termination (violation) of the Agreement by the Depositor. In such case the Bank shall accrue the Interest in accordance with Paragraph 4.3.2 of the Agreement.

3.3. Other Additional Conditions. The Bank may dispose of the funds available on the Deposit Account in its name and at its sole discretion.

#### 3.4. Terms and Conditions of the Account Interest Accrual

##### 3.4.1. Account Interest Accrual, Interest Withdrawal

3.4.1.1. The Bank will accrue the benefit into the Client's current account (hereinafter referred to as 'the account') in accordance with the amount and conditions specified in the Account Interest Accrual Agreement.

3.4.1.2. The Interest will be accrued to the balance available on the Account at the end of each Banking Day, considering the Interest Rate specified in the relevant s Account Interest Accrual Agreement

3.4.1.3. The Bank is entitled to credit any Accrued Interest (if applicable) to the Account, following the terms outlined in the Account Interest Accrual Agreement, on the day specified by the Bank for each calendar month.

##### 3.4.2. Additional Conditions for Account Interest Accrual

3.4.2.1. On the Interest Accrual Agreement apply Standard Terms and Conditions of the Deposit Agreement for the current/card account, Banking Service Terms and Conditions for Individuals and/or Banking Service Terms and Conditions For Legal Entities (according to the Client category) also apply, which are available on the bank's website: <https://libertybank.ge/ka/>;

3.4.2.2. The Bank is authorized to apply distinct Interest Rates to Account in alignment with the respective account's tariff packages. Specifically, the Bank may impose varying Interest Rates on Account associated with different tariff packages.

3.5. In the event of a modification of the tariff package, to avail the Account Interest stipulated for the relevant package, the Client is required to enter into a bilateral agreement with the Bank regarding the adjustment of the Interest Rates. The Client acknowledges that the purchase of a new tariff package does not automatically extend the Interest Rate determined for the purchased package to their Account. The Interest Rate applicable to the Account associated with the new tariff package will be enforced only upon the Client's execution of a bilateral Agreement with the Bank regarding the adjustment of the Account Interest Accrual. The Depositor may not use the Deposit amount and/or the Interest (if any) as a pledge and/or assign the Deposit amount and/or the Interest (if any) to Third Parties without a prior written consent of the Bank.

3.6. If the Deposit is used as a collateral in accordance with the relevant agreement(s) (hereinafter the **Principal Agreement(s)**), the Depositor hereby waives his/her right to fully or partially terminate the Deposit Agreement(s) and/or withdraw/transfer the Deposit amount before the expiration of the maturity term of the Principal Agreement.

3.7. The Depositor empowers and authorises the Bank to do the following in its (the Bank's) sole discretion:

3.6.1. Debit the Depositor's any type of Account in the amount of any payables (including without any limitation the fees, penalties, reimbursement for loss/damages) without the Depositor's prior or further consent thereto and use such funds for the repayment/reduction (if any) of the Depositor's any outstanding liabilities before the Bank.

3.6.2. If the payables and the funds available on the Depositor's Account are in different currencies, convert the funds in accordance with the commercial rate applicable at the Bank on the payment date and debit the Depositor's Account in the amount of currency conversion fee without the Depositor's prior or further approval.

3.6.3. The Depositor empowers and authorises the Bank to debit the funds deposited by Third Parties on the Depositor's Deposit Service Account without the Depositor's prior or further approval and transfer such funds to the Deposit Account.

3.7. The Depositor shall keep the full package of documents related to or in connection with the Agreement.

### 4. Validity and Termination of the Agreement

4.1. The Agreement becomes effective upon execution by the Parties and remains valid until full and proper performance of obligations assumed by the Parties under the Agreement.

#### 4.2. Premature Termination of Call Deposit

4.2.1. Call Deposit Agreement may be prematurely terminated in accordance with the Law and/or the Agreement:

4.2.1.1. By the Bank if the Depositor fails to fully and properly perform the obligations (including the Representations and Warranties) assumed under the Agreement;

4.2.1.2. By the Bank if credit is not deposited on the Deposit Account within 1 (one) calendar year;

4.2.1.3. By a mutual written agreement between the Parties;

<sup>2</sup> Those **Depositors** who already own a Savings Deposit(s) in a single currency, as of May 29, 2019 will have an opportunity to use the four currency Savings Deposit and transfer funds on the same **Deposit Account** (or in case of more than one Savings **Deposits**, on the **Deposit Account** chosen by the **Bank** at its sole discretion) in the following currencies: GEL, USD, EUR, Pound Sterling. Terms and conditions of the four currencies Savings **Deposit Agreement** (including Important

Terms and Conditions of the Agreement) are available for the **Depositors** on the web-site: <http://bit.ly/2K7OHEE>. In order to obtain the paper-based **Deposit Agreement**, please, visit **Bank's** any available branches / service centers.

<sup>3</sup> The tariff package of the account refers to the collection of products established by the Bank for the respective package, which is utilized by the Depositor.

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4.2.1.4. In other cases provided under the Law and/or the Agreement (including by the Depositor based on a 10 (ten) calendar day prior written notification sent to the Bank).

4.2.2. In case of premature termination of the Agreement, the Bank shall accrue the Interest on the funds available on the Deposit Account at the end of each calendar day, considering the Interest Rate determined under the Call Deposit Agreement. The Interest will be accrued in the period as of depositing funds on the Deposit Account until the Agreement termination date. The Accrued Interest shall be transferred to the Deposit Account on the Agreement termination (violation) date.

### 4.3. Premature Termination of Term Deposit

4.3.1. Term Deposit may be prematurely terminated in accordance with the Law and/or the Agreement:

4.3.1.1. By the Bank if the Depositor fails to fully and properly perform the obligations (including the Representations and Warranties) assumed under the Agreement;

4.3.1.2. By the Bank if the Depositor fully or partially withdraws/transfers the Deposit amount and/or the Accrued Interest before the expiration of the maturity term;

4.3.1.3. By a mutual written agreement between the Parties;

4.3.1.4. In other cases provided under the Law and/or the Agreement (including by the Depositor based on a 10 (ten) calendar day prior written notification sent to the Bank).

### 4.4. Premature Termination of Account Interest Accrual

4.4.1. Account Interest Accrual may be prematurely terminated in case of

4.4.1.1. By the Bank if the Client fails to fully and properly perform the obligations (including the Representations and Warranties) assumed under the Agreement;

4.4.1.2. By a mutual written agreement between the Parties;

4.4.1.3. In any other case Bank has the right to terminate the entire Agreement at any time. In such a case, the Bank will notify the Client 1 (one) month in advance in writing/e-mail/Internet Banking/Mobile Banking or short message service notification.

4.3.2. In case of premature termination (violation) of the Agreement, the Interest shall be calculated according to the following rule: The Interest Rate determined under the relevant Term Deposit Agreement considering the factual number of days between the date of Deposit placement and the Agreement termination date. If the Depositor has already received the Interest (if any) – the received Interest will be set off from the Deposit amount and/or the Interest that will be accrued as a result of termination of the Agreement and the Bank will respectively debit the Depositor's Deposit Service Account without his/her prior or further consent.

### 4.4. Other Conditions of Termination of the Agreement

4.4.1. Termination of the Agreement shall not release the Depositor from the full and proper performance of obligations assumed under the Agreement and/or set forth under the Law until voluntary or enforced performance of such obligations.

4.4.2. Unless otherwise provided in the Agreement, termination of the Agreement shall release the Bank from the full and proper performance of obligations assumed hereunder and/or set forth in the Law.

4.4.3. Upon termination or expiration of the Agreement, the Deposit amount and/or the Interest (if any) shall be transferred to the Deposit Account (in case of Call Deposit) or to the Deposit Service Account (in case of the Term Deposit) as indicated under the respective Deposit Agreements and the Bank will stop accruing the Interest.

## 5. Communication

5.1. Any communication between the Parties shall be made in writing and be delivered to the other Party using the contact information stated in the Agreement and/or other agreements executed with the Bank in person, by means of a courier (including a registered post and/or a court courier), e-mail, mobile communication (short message service), Internet Banking, mobile banking and/or other means of communication subsequently determined by the Bank, subject to the following:

5.1.1. A notification sent by the Depositor to the Bank in person and/or by means of a courier shall be deemed delivered on the day of the notification was registered in the Bank's chancellery, however if the notification is sent via e-mail – it shall be deemed delivered on the day the Bank responds to the Depositor as a confirmation of the receipt of such notification;

5.1.2. A notification sent by the Bank to the Depositor by a courier (including a registered post and/or a court courier) shall be deemed delivered on the day the notification was handed over to the Depositor, however in case of the absence of the delivery confirmation – it shall be deemed delivered on the following calendar day the notification was handed over to any person at the Depositor's official address;

5.1.3. A notification sent by the Bank to the Depositor via e-mail, shall be deemed delivered on the day of the official delivery confirmation receipt from the server of the Depositor's e-mail. In case of absence of such confirmation, it shall be deemed delivered on the following calendar day;

5.1.4. A notification sent by the Bank to the Depositor via mobile communication (short message service), Internet Banking, mobile banking, or other means of communication subsequently determined by the Bank, shall be deemed delivered on the following calendar day such notification was sent.

5.2. If the Depositor fails to send a prior notification to the Bank about change of any contractual data (including any contact detail provided under the Agreement) and/or personally or by a contact person refuses to accept a notification sent by the Bank in accordance with the Agreement, or the notification could not be delivered in two consecutive times due to the Depositor's absence at his/her address, any such notification sent by the Bank shall be deemed delivered on the following day the notification was sent.

5.3. The communication between the Parties shall be made in Georgian. Furthermore, the Bank may use any other language acceptable for the Depositor;

5.4. The Bank may communicate with the Depositor for various purposes. A notification (both written and verbal) sent to the Depositor may be: a) informational/transactional (information on transactions carried out on the Depositor's Account, sending access codes to the Depositor and so forth); b) contractual (claim to perform certain act or refrain from performing certain act and so forth); c) advertising

(offer of new deposit or any other product and so forth) and of a nature as prescribed under the Law.

5.5. The Bank may use any contact information submitted by the Depositor or a Third Party for communication purposes. The Bank may use contact information concerning the Depositor and/or a Third Party collected as a result of certain contractual relations (notwithstanding whether the agreement is still effective or expired) with this or any other Depositor and/or a Third Party for any other type of contractual relations.

5.6. The Depositor shall be solely responsible for the consequences which may be caused as a result of breach of confidentiality when using the contact data. If the Depositor wishes the Bank to refrain from using any contact data, he/she shall submit such a request in a written form.

## 6. Confidentiality

6.1. Any information/documentation (including the information/documentation reflecting the personal and financial standing of the Party) concerning one Party which becomes available to the other Party as a result of the receipt, processing, creating and/or sending it upon execution of the Agreement or performance thereof, and/or other important information/documentation shall be considered as confidential information (the "Confidential Information").

6.2. Each Party shall prevent the dissemination or disclosure of Confidential Information to Third Parties during the term of the Agreement as well as thereafter.

6.3. The following information shall not be considered as confidential: (a) the information which is/becomes publicly available in accordance with the Law; (b) the information, that has been disclosed in accordance with a prior written consent of the Party owning such information, or the Parties have agreed to do so; (c) the information, that has been disclosed in accordance with the requirements of the Law including the disclosure as a result of the satisfaction of Third Party legal claims.

6.4. For the collection of the financial and/or informational-analytical data, the Depositor hereby authorises the Bank to disclose to and/or receive from Third Parties (including LEPL State Service Development Agency, etc.) the Confidential Information concerning the Depositor.

## 7. Amendments to the Agreement

7.1. In case of amendment of the Important Terms of the Agreement, the Bank will notify the Depositor 2 (two) months prior to the effective date of such changes (if any), and in case of increase of the price of the other financial product – not less than 1 (one) month in advance in writing/e-mail/Internet Banking/Mobile Banking or short message service notification.. Furthermore, advance notification shall not be applicable in cases when:

7.1.1. The service fees determined under the Agreement or the Terms and Conditions are amended in a manner that is more advantageous for the Depositor;

7.1.2. A new product is added to the Agreement or the Terms and Conditions or current product is amended and such amendment does not materially affect the services provided under the Agreement and/or the Terms and Conditions.

7.2. At any stage of the validity term of the Agreement, the Bank is entitled to, at its own discretion, unilaterally (without additional consent of the Client) change the terms of the Agreement, including the Interest Rate, in the presence of one or more of the following circumstances: a) the Bank will incur obligations (both financial and non-financial) due to the implemented changes in the legislation, which includes without limitation the instructions issued by the National Bank of Georgia, due to which the accrual of contractually determined Interest Rate will be associated with additional costs; b) there will be such a change in economic factors that the accrual of contractual Interest rate on the Account may threaten the financial stability of the Bank; c) taking into account the Bank's and/or Client's financial indicators, it is not financially profitable for the Bank to accrue the contractual Interest Rate on the Account; d) it was revealed that the intensity of the Client's use of the Bank's products/services is not commensurate with the Interest Rate stipulated in the Agreement, based on the analysis of the Client's use of the Bank's products/services; e) due to changes in the Bank's current policy, internal documents, processes and/or business interests, it is necessary to change the terms of the Agreement (including the Interest Rate).

7.3. Changes to other Terms and Conditions of the Agreement can be made by making the updated Terms and Conditions available on the Bank's website 15 (fifteen) calendar days in advance.

7.4. If the Depositor disagrees with the new terms and conditions, he/she shall submit a written notification to the Bank before the effective date of such amendments. A failure by the Depositor to submit such notification shall be considered as his/her consent to the new terms and conditions.

7.5. If the Depositor does not agree on the amendments, he/she may request immediate termination of the Agreement. Furthermore, if the Depositor fails to indicate such termination request in his/her notification, the Bank may at its sole discretion terminate the Agreement as of the effective date of the amendment(s).

## 8. Claims and Dispute Resolution

8.1. Any dispute arising from or related to the Agreement shall be resolved by means of negotiations between the Parties.

8.2. If the Parties fail to resolve the dispute through negotiations, the case will be referred to the respective Georgian court in accordance with the Bank's legal address. In addition, the Parties agree that the decision of the court of first instance made in favour of the Bank, shall be subject to the immediate enforcement.

8.3. Should the Depositor have any claims in relation to the banking services provided by the Bank, he/she may submit a respective written or verbal notification to the Bank within 30 (thirty) calendar days via the Bank's branches, service-centres and/or the



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official website of the Bank [www.libertybank.ge](http://www.libertybank.ge) and/or e-mail (to the following e-mail address: [ConsumerProtection@lb.ge](mailto:ConsumerProtection@lb.ge)) in accordance with the Agreement and the relevant procedure determined by the Bank.

8.4. The Bank shall review the claim and respond accordingly no later than within 01 (one) month.

8.5. The claim review procedure is available for the Depositor on the Bank's web-site <http://libertybank.ge>.

**9. Force-Majeure**

9.1. The Party shall not be liable for the non-performance and/or improper performance of the obligations under the Agreement if such non-performance and/or improper performance is a result of the Force-Majeure Events.

9.2. Within the term of the Force-Majeure Events, the contractual obligations shall be suspended and the respective terms of performance shall be postponed for the duration of such events. Such terms and/or contractual obligation shall become binding immediately upon the elimination of such Force-Majeure Events.

**10. Taxes**

10.1. The Depositor shall be solely liable for submission of any applicable declarations/applications before the respective government bodies or other entities as the case may be. Furthermore, the Depositor shall be solely liable for the payment of any applicable taxes (including without limitation the income tax and the value added tax), fees, customs clearance that may arise as a result of provision of any or all banking services provided under the Agreement (hereinafter collectively the "tax liabilities").

10.2. The Bank shall be solely liable for the payment of any taxes related to the receipt of the Deposit amount and the fees collected from the Depositor. If the Law requires the Bank to deduct the amount of certain tax liabilities, the Bank and/or its affiliated company will ensure the payment of such tax liabilities at the Depositor's expense by debiting his/her Account in the amount of respective payables without the Depositor's prior or further consent. The Bank may accordingly notify the Depositor of the abovementioned event. If the Bank is subject to any liability and/or penalty due to the Depositor's tax liabilities, the Depositor shall immediately indemnify the Bank for all such liabilities, unless the liabilities are imposed as a result of the Bank's negligence or wilful misconduct.

10.3. The Bank shall only comply with the Law and the Georgian tax code. The Depositor shall comply with the Law as well as the laws of other jurisdictions (including the laws of the countries of residence or citizenship of the Depositor).

**11. Miscellaneous Provisions**

11.1. If the date of the Deposit withdrawal and/or the transfer of the Interest to the Depositor's Deposit Service Account coincides with a non-Banking Day, withdrawal/transfer shall take place on the following Banking Day.

11.2. The Depositor shall strictly comply with the confidentiality of the identification data (including the access codes). The Depositor shall immediately notify the Bank in case of loss of his/her Mobile Phone and/or the sim card, as well as in case of abandonment, disposal or any similar action that may affect the safety of the banking service provision.

11.3. The Bank shall in no case be liable for the consequences caused as a result of change, disposal, loss (including without any limitation, any action that may have similar effects) of the Depositor's mobile phone and/or the sim card registered by the Depositor at the Bank.

11.4. If any of the Article(s), Paragraph(s) and/or Subparagraph(s) becomes invalid/inapplicable in accordance with the Law, the rest of Articles, Paragraphs and Subparagraphs shall retain legal force.

11.5. Any manual amendment to/correction of the Agreement (including using a pen and/or other means of writing) is forbidden. Any such amendment/correction shall be considered invalid and may not affect the interpretation of the provisions of the Agreement.

11.6. The Depositor may not fully or partially assign his/her contractual rights and obligations to Third Parties without a prior written consent of the Bank. Notwithstanding the present clause, the Bank may at its sole discretion accept the performance of obligations by Third Parties.

11.7. The Bank is entitled fully or partially assign his/her contractual rights and obligations to Third Parties without a prior written consent of the Depositor.

11.8. The provisions of the Agreement are fully applicable to the Parties, their employees, representatives and legal successors.

11.9. The Depositor does not have the right to repudiate this Agreement according to the "Regulation on Consumer Rights Protection in Rendering Services by Financial Institutions" approved by the order of the President of the National Bank of Georgia No. 32/04 dated March 9, 2021.

11.10. The Agreement is regulated and interpreted in accordance with the applicable Law. In cases not stipulated under the Agreement, the Parties shall act in accordance with the Law regulating relevant cases or in accordance with additional agreement. The Parties hereby agree that the legal address of the Bank shall be considered as the place of execution of the Agreement.

11.11. The Bank's failure to use any right stipulated under the Agreement (including rights deriving from the violation of the Agreement and/or the breach of Law by the Depositor) does not give rise to the waiver of the Bank's such right. Any and all rights granted to the Party as a result of a violation of the Agreement and/or breach of the Law by the other Party, are of a cumulative nature and shall be added to other rights conferred by the Agreement and/or the applicable Law.

11.12. Article(s), paragraph(s) and Subparagraph(s) of the Agreement are numbered and titled and certain words are capitalised for more convenient perception of the content and shall not affect the interpretation of the Agreement.

11.13. Present Terms and Conditions are English counterpart of Georgian Terms and Conditions and are available for the Depositor in Electronic Channel. In case of conflict between two different languages, the Terms and Conditions drafted in Georgian shall prevail.

According to the Law of Georgia on Deposit Insurance System, from January 1, 2024, the amount on the deposit/account of all depositors, regardless of the number of deposits/accounts, is insured in each commercial bank and microbank and will be reimbursed by the Deposit Insurance Agency within the limit of 30,000 GEL. The amount on all accounts of all depositors in a commercial bank and microbank is automatically insured at no additional charge. For further information, visit the website of the Deposit Insurance Agency: [www.diagency.ge](http://www.diagency.ge)

JSC Liberty Bank is a duly licenced financial institution and provides Banking Services in accordance with the license #0110247 issued by the National Bank of Georgia on 31 March, 2010;

The head office of JSC Liberty Bank is located at 74 I. Chavchavadze Avenue, 0162 Tbilisi, Georgia. Detailed information on the terms and conditions of the Bank's Services as well as partner organisations is available on the Bank's web-site – <https://libertybank.ge>;

JSC Liberty Bank is under the supervision of the National Bank of Georgia. Detailed information on the National Bank of Georgia is available on the web-site - <http://nbg.gov.ge>;

The National Bank of Georgia shall in no case be liable for improper performance of obligations by JSC Liberty Bank.