



## II. PART. TERMS OF DEPOSIT AGREEMENT

### 1. General Terms

- 1.1. The Depositor shall deposit funds in the Deposit Account (hereinafter the "Term Deposit") as a fixed-term deposit under these terms that are an integral part of the Deposit Agreement (hereinafter - the "Agreement"). By their signature of this Agreement the parties shall attest that they have read these terms, fully understand them, and shall comply with them.
- 1.2. The Depositor shall bear responsibility for the exactness, completeness and genuineness of the information provided. It shall be the responsibility of the Depositor to inform the Bank in writing, without delay, about any changes of the persons authorized to sign documents, Depositor's name, legal address (place of residence), ID documents, registration number or changes of the seal imprint (by submitting confirmative documents). The Bank shall have the right, where necessary, to require from the Depositor and the Depositor shall be obliged to submit to the Bank any further information upon the Bank's request. The Depositor shall be held liable for any losses incurred by the Bank due to the provision of delayed or/and incomplete or/and imprecise or/and untruthful information by the Depositor.

### 2. Placement of Funds

- 2.1. By signing this Agreement, the Depositor shall authorize the Bank to transfer the amount of Term Deposit from the Depositor's Current Account with the Bank to the Deposit Account opened with the Bank. The Depositor shall be obliged to guarantee that the amount of funds in the Current Account corresponds to the amount of Term Deposit so that the Bank may transfer the Term Deposit to the Deposit Account within the term, fixed in part I of the Agreement, which cannot exceed 10 calendar days following the signature of the Agreement. Should the funds in the Current Account be insufficient for the Bank to make a transfer within the term, fixed in part I of the Agreement, the Agreement shall be considered as terminated and the Bank shall have no more obligation to accept any Term Deposit from the Depositor, unless the sides shall agree otherwise. In the event of such invalidation of the Agreement, the Depositor shall be liable to pay for all the damages that the Bank may suffer including commissions and charges.

### 3. Interest Calculation and Payment

- 3.1. The calculation of interest on the Term Deposit shall start from the next day following the transfer of the Term Deposit to the Deposit Account. The Interest shall be computed for the actual number of calendar days, assuming that there are 365 days in a year. The Interest shall be paid according to the procedure stated in part I of the Agreement, by transferring the Interest amount to the Depositor's Current Account maintained with the Bank. If pursuant to the procedure set in part I of the Agreement the Depositor chooses to receive the Interest payment once a month, the Depositor shall herewith authorize the Bank to transfer the due Interest to the Depositor's Current Account with the Bank without any prior approval from the Depositor.
- 3.2. If the Depositor has not withdrawn the Term Deposit Interest from his/her Current Account, this Interest amount shall not be added to the funds of Term Deposit and no additional interest shall be calculated thereof.
- 3.3. The Bank reserves the right at its discretion to amend the Price-list subject to market conditions and the Bank's general policy.
- 3.4. If the Price-list is changed during the term of the Agreement, the Interest rate set on conclusion of the Agreement shall not change.
- 3.5. The Term Deposit placement and withdrawal days shall be counted as one day, i.e. Interest shall be calculated for the first day and shall not be calculated for the last day.
- 3.6. If pursuant to the tax legislation of the Republic of Cyprus and other laws and regulations the Bank is obliged to withhold taxes from the interest payable to the Depositor, the Bank shall make disbursement to the Depositor after the deduction of the due tax according to the tax legislation of the Republic of Cyprus.

### 4. Early Termination of the Agreement

- 4.1. If the Depositor wishes to withdraw the Term Deposit before the expiry date of the fixed term, he/she shall notify of it the Bank in writing (or via electronic means of communication). The Term Deposit shall be disbursed to the Depositor, when the period of notification on termination of the Deposit, fixed in the Price-list, expires and the Bank reserves the right:
  - 1) To apply the Bank's Interest payment at the rates set in the Price-list for such occasions,
  - 2) To deduct from the principal amount of the Term Deposit the difference in the Interest which has already been paid.

- 4.2. If the Depositor wants to receive the Term Deposit before the agreed term has expired, disregarding the period of notification on termination of the Agreement, fixed in the Price-list (paragraph 4.1.), the Bank shall pay the amount of Term Deposit to the Depositor without delay, complying with the below stated provisions:

- 1) The Bank is authorized to deduct from the principal amount of the Term Deposit the whole Interest which has already been paid,
- 2) The Bank is authorized to deduct a commission from the principal amount of the Term Deposit according to the Price-list for early termination of the Agreement,
- 3) The Bank is authorized to pay Interest applying the rates fixed in the Price-list for such termination of the Agreement. In the event there are no consequences stipulated in the Price-list for such specific termination of the Agreement, the decision regarding Interest payment shall be made by a competent authority or a functionary of the Bank.

- 4.3. In case of such early termination of the Agreement, the applicable terms and conditions of the Price-list shall be in force.

### 5. Termination and Extension of the Agreement

- 5.1. The Depositor shall have the right to receive the Term Deposit and Interest thereof on the last day of the deposit term stated in the Agreement. However, the Bank shall have the right not to disburse the amount of the Term Deposit and the Interest thereof if the Depositor has outstanding obligations with the Bank arising from any other transactions between the Bank and the Depositor and the Bank is hereby authorized to set-off the amount of the Term Deposit against such other outstanding liabilities of the Depositor with the Bank.
- 5.2. Subject to the provisions of clause 6.5 in the event of any change in the Agreement in respect of
  - (1) Term Deposit Amount; or
  - (2) The Interest rate; or
  - (3) The Interest payment procedurethe Bank and the Depositor shall sign a new Agreement.
- 5.3. When extending the term of Term Deposit according to Paragraph 5.5., the uncollected Interest shall not be credited to the Term Deposit amount and no additional Interest shall be paid for it.
- 5.4. Upon expiration of the term of the Agreement the Bank shall transfer to the Depositor's Current Account the amount of the Term Deposit and the Interest computed thereof.
- 5.5. In the event that the Depositor wants to extend the Agreement, the parties shall sign a new Agreement.

### 6. Other Terms and Conditions

- 6.1. The Interest and Term Deposit shall be paid in the same currency as of the Term Deposit.
- 6.3. In case the Term Deposit serves as collateral for the Depositor's or any third party's fulfilment of obligations with the Bank, the parties shall act in accordance with the agreements that have been signed between the Bank and the Depositor.
- 6.4. All disputes or arguments arising from the fulfilment of the Agreement, the parties shall solve by means of written claims; thereto the Bank shall have the obligation to consider the Depositor's claim within 30 calendar days, but the Depositor shall reply to the Bank's claim within 30 days. Any dispute, disagreement or claim arising between the Bank and the Customer that cannot be resolved by way of negotiations shall be referred to and finally settled by competent courts of the Republic of Cyprus in accordance with the valid legislative acts. The provisions set forth in the aforesaid document shall be regarded as incorporated in this paragraph. The court proceedings shall be conducted in Greek (as per the requirements of the Civil Procedure Rules) and the assistance of translators shall be required. All matters of disputes shall be considered in Nicosia, Republic of Cyprus.
- 6.5. The Agreement may be amended by a mutual agreement of both sides. The exception from this paragraph shall be the Bank's right to unilaterally amend the Price list, including the terms regarding early receipt of the Term Deposit which shall be communicated to the Depositor by the Bank, making the information available in the premises of the Bank, and on the Bank's homepage of the Internet: <http://www.tkb.com.cy>.
- 6.6. If the sums of the Agreement defined in words differ from the sums expressed in figures, the sums written in words shall have a pre-emptive force.
- 6.7. In all occasions not stipulated in this Agreement, the parties shall act in compliance with the Bank's General Transaction and Account Servicing Regulations and the effective regulatory documents.
- 6.8. The Agreement and these terms shall be governed by Cyprus Law and shall be subject to the applicable exchange control, fiscal and central banking regulations in the Republic of Cyprus.