

Terms and Conditions for Negotiated Deposits Opened by Individuals with Banca Transilvania through the BT Pay Application

The DEPOSITARY

1. Undertakes to receive the money as deposit, to confirm the conditions of the deposit by means of an account statement and to release the amounts on the deposit upon the depositor's request.
2. Undertakes to calculate and pay the interest provided for under the agreement
3. Undertakes to collect the interest tax upon the payment of the due interest, in accordance with the legal provisions in force.
4. Shall not charge any fees for the transfers between the client's deposit account and current accounts.

The DEPOSITOR

5. Has the possibility to negotiate the terms and conditions of the deposit, in accordance with BT's policy, during the time when the interbank money market is open.
6. Undertakes to observe the level and term of the deposit negotiated by electronic means of communication with a BT representative. They can be negotiated on bank working days, Monday to Friday between 9.00-17.30. The negotiation can take place for amounts higher than RON 100,000 and USD/ EUR 25,000, respectively.
7. The interest rate granted for the opened deposit is negotiated by electronic communication systems, depending on the amount, term, market conditions at the time and the bank's strategy.
8. The term of the deposit shall be negotiated by electronic means of communication between the depositor and the depositary, through the designated persons.
9. The interest is paid when the deposit expires and the amount on the deposit is transferred to the current account. The interest rate agreed by the parties is fixed throughout the duration of the agreement.
10. If one requests the early termination of the deposit, before the maturity date, the bank is authorized to calculate the interest at the interest rate applicable to demand deposits at the time of termination.
11. You acknowledge that you have read the General Terms and Conditions and agree to the contents of this document and expressly to the representations, undertakings and consents contained therein.
12. The Depositor is informed that the conclusion and execution of the deposit agreement implies the processing of his personal data, details of which can be found in the **General Information Notice on the processing and protection of personal data**

belonging to BT Customers, found on the website www.bancatransilvania.ro , in the *BT Privacy Policy*, or, upon request, in any BT branch.

FINAL PROVISIONS

13. If the maturity date is a non-banking day, the deposit interest is paid on the next working day.
14. Cash transactions carried out after the transfer to the current account, using amounts from bank deposits are charged in accordance with BT's List of Fees and Commissions in force at the time of the transactions, which is annexed to the General Terms and Conditions of Banca Transilvania. The General Terms and Conditions together with this document have the force of a contract and regulate the legal relationships between the depositor and the bank.
 - a) The fees and commissions applicable to current account operations and charged to the consumer are available at the following links:
 - b) Retail Customers: [https://www.bancatransilvania.ro/files/brosura-comisioane/Brosura Comisioane PF.pdf](https://www.bancatransilvania.ro/files/brosura-comisioane/Brosura%20Comisioane%20PF.pdf)
 - c) Companies: [https://www.bancatransilvania.ro/files/brosura-comisioane/Brosura Comisioane PJ.pdf](https://www.bancatransilvania.ro/files/brosura-comisioane/Brosura%20Comisioane%20PJ.pdf)
15. The opened deposits are guaranteed by the Bank Deposit Guarantee Fund (FGDB), within an equivalent guarantee limit of EUR 100,000 per depositor, in RON equivalent, in accordance with the provisions of Law No. 311/2015 on Deposit Guarantee Schemes and the Bank Deposit Guarantee Fund. The guarantee limit may be amended by a legislative provision.
16. Pursuant to Law No. 311/2015 on Deposit Guarantee Schemes and the Bank Deposit Guarantee Fund **the followings deposits are excluded from the guarantee scheme:**
 - a) Deposits of credit institutions made in their own name and on their behalf, in compliance with the provisions of Article 64(2);
 - b) Instruments matching the definition of own funds, as defined in art. 4.(1) point 118 of EU Regulation no. 575/2013;
 - c) Deposits resulting from transactions in connection with which irrevocable money laundering convictions have been issued, in accordance with the law on prevention and combating of money laundry. The classification of deposits in this category is effected by the deposit guarantee fund based on the information received from the competent authorities, from the credit institution whose deposits have become unavailable, or from the liquidator appointed by the court, as the case may be.
 - d) Deposits of financial institutions, as defined in art. 4.(1) point 26 of EU Regulation no. 575/2013;
 - e) Deposits of investment firms, as defined in art. 4.(1) point 2 of EU Regulation no. 575/2013;
 - f) Deposits with respect to which the holder's identity has not been checked until they become unavailable, in accordance with the law on the prevention and control of money laundering;

- g) Deposits of insurers and reinsurance undertakings, as defined in Article 1(2) points (3) and (4) and (45) of Law no. 237/2015 on the authorization and supervision of the business of insurance and reinsurance;
- h) Deposits of undertakings for collective investment, as defined by the capital market legislation;
- i) Deposits of pension funds;
- j) Deposits of central/local/regional public authorities;
- k) Debt securities issued by the credit institution and obligations arising from own acceptances and promissory notes;

17. **The depositor information form** can be downloaded [here](#).