

# GUARANTEED INVESTMENT CONTRACT

This Guaranteed Investment Contract ("Contract") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the parties identified below.

## I. PARTIES

**This Contract is made by and between: A. Investor(s)**

**The Investor(s) identified below, who are depositing funds with the Issuer: 1. Primary Investor:**

Full Legal Name: \_\_\_\_\_

**Principal Business Address: Street Address:**

\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Contact Phone Number (optional): \_\_\_\_\_

Contact Email (optional): \_\_\_\_\_

**2. Additional Investor(s):**

Do you want to add another Investor?  Yes  No

If Yes:

Second Investor's Full Legal Name: \_\_\_\_\_

**Second Investor's Principal Business Address: Street Address:**

\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact Person for Second Investor: \_\_\_\_\_

Second Investor Contact Phone Number (optional): \_\_\_\_\_

Second Investor Contact Email (optional): \_\_\_\_\_

Do you want to add a third Investor?  Yes  No

If Yes:

Third Investor's Full Legal Name: \_\_\_\_\_

**Third Investor's Principal Business Address: Street Address:**

\_\_\_\_\_  
City:

\_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Primary Contact Person for Third Investor: \_\_\_\_\_

Third Investor Contact Phone Number (optional): \_\_\_\_\_

Third Investor Contact Email (optional): \_\_\_\_\_

(Collectively referred to as the "Investor")

## **B. Issuer (Financial Institution)**

**The financial institution issuing this Contract: Full Legal Name:** \_\_\_\_\_

**Principal Business Address: Street Address:**

\_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_

**Contact Phone Number (optional):** \_\_\_\_\_

**Contact Email (optional):** \_\_\_\_\_

(Hereinafter referred to as the "Issuer")

## **II. RECITALS**

WHEREAS, the Investor desires to deposit funds with the Issuer for a specified period, seeking a guaranteed rate of return; and

WHEREAS, the Issuer is a financial institution capable of offering such guaranteed investment products; and

**WHEREAS, the parties desire to set forth the terms and conditions governing this deposit and the guaranteed return thereon.**

**NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows: III. GIC TYPE**

**This Guaranteed Investment Contract is established as:**  Traditional (Fixed Rate)   
Participating  Floating Rate  Other

**Please specify the GIC type:** \_\_\_\_\_

## **IV. DEPOSIT AND TERM**

1. **Deposit Amount:** The Investor hereby deposits with the Issuer the total amount of:

\_\_\_\_\_

2. **Currency:** The currency of the deposit is:

USD  CAD  GBP  EUR  Other

Please specify the currency: \_\_\_\_\_

3. **Effective Date:** This Contract shall be effective as of the Effective Date stated above.

4. **Maturity Date:** The maturity date of this GIC is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Maturity Date").

5. **Term Length:** The term length of this GIC is \_\_\_\_\_ years.

## V. INTEREST RATE

1. **Interest Rate Type:** The type of interest rate applicable to this GIC is:

Fixed  Floating  Other

Please specify the interest rate type: \_\_\_\_\_

2. **Guaranteed Interest Rate:** The guaranteed interest rate (or index and spread, if floating) is:

\_\_\_\_\_

3. **Compounding Frequency:** Interest shall be compounded:

Annually  Semi-Annually  Quarterly  Monthly  Daily  Other

Please specify the compounding frequency: \_\_\_\_\_

4. **Interest Payment Frequency:** Interest will be paid to the Investor:

Annually  Semi-Annually  Quarterly  Monthly  At Maturity

Other

Please specify the interest payment frequency: \_\_\_\_\_

## VI. PRINCIPAL GUARANTEE

1. **Scope of Guarantee:** The scope of the principal guarantee is:

Principal Only  Principal and Accrued Interest  Other

Please specify the guarantee scope: \_\_\_\_\_

2. **Guarantee Provider:** The guarantee for this Contract is provided by:

Issuer (Financial Institution)  Parent Company  Third-Party Insurer  Other

Please specify the guarantee provider: \_\_\_\_\_

## VII. WITHDRAWALS AND CONTRIBUTIONS

1. **Early Withdrawal:** Is early withdrawal permitted before Maturity Date?  Yes  No
2. **Early Withdrawal Penalty/Adjustment:** Is there a penalty or adjustment for early withdrawal?   
Yes  No

Describe the early withdrawal penalty or adjustment:

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3. **Additional Contributions:** Are additional contributions permitted during the term?  Yes   
No

Describe the terms for additional contributions:

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4. **Partial Withdrawals:** Are partial withdrawals permitted during the term?  Yes  No

Describe the terms for partial withdrawals:

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## VIII. FUNDING METHOD

1. **Method of Funding:** The method of funding the GIC is:  
 Wire Transfer  ACH  Check  Other

Please specify the funding method: \_\_\_\_\_

## IX. USE OF PROCEEDS AND INVESTMENT RESTRICTIONS

1. **Intended Use of Proceeds:** Will the proceeds be used for a specific purpose or plan?  Yes   
No

Describe the intended use of proceeds:

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2. **Investment Restrictions:** Are there any investment restrictions or guidelines?  Yes  No

Describe the investment restrictions or guidelines:

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## X. CREDITING RATE RESET PROVISIONS

1. Are there any crediting rate reset provisions?  Yes  No

Describe the crediting rate reset provisions:

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## XI. TERMINATION RIGHTS

1. Are there any termination rights prior to maturity?  Yes  No

Describe the termination rights and procedures:

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## XII. ASSIGNMENT

1. Is assignment of the GIC permitted?  Yes  No  With Issuer Consent

## XIII. COLLATERALIZATION

1. Is the GIC collateralized or secured in any way?  Yes  No

## XIV. GENERAL PROVISIONS

1. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

2. **Entire Agreement:** This Contract constitutes the entire agreement between the Investor and the Issuer with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

3. **Amendments:** This Contract may not be amended, modified, or supplemented except by a written instrument executed by both the Investor and the Issuer.

4. **Notices:** All notices, requests, demands, and other communications under this Contract shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or by recognized overnight courier service, to the addresses of

the parties set forth above, or to such other address as a party may designate by notice to the other party.

5. **Successors and Assigns:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

6. **Waiver:** No waiver of any provision of this Contract shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. No waiver of any breach of any provision of this Contract shall be construed as a waiver of any subsequent breach of the same or any other provision.

7. **Headings:** The headings of the sections and subsections of this Contract are for convenience only and shall not affect the interpretation of any of its provisions.

8. **Severability:** If any term or provision of this Contract is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. **Counterparts:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **Construction:** The parties acknowledge that they have had the opportunity to review and revise this Contract. The rule of construction that ambiguities in a contract are to be construed against the drafter shall not apply in the interpretation of this Contract.

IN WITNESS WHEREOF, the parties have executed this Guaranteed Investment Contract as of the Effective Date first written above.

**INVESTOR(S):**

[PRIMARY INVESTOR]

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_

[SECOND INVESTOR (IF APPLICABLE)]

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_

[THIRD INVESTOR (IF APPLICABLE)]

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_

**ISSUER:**

[ISSUER (FINANCIAL INSTITUTION)]

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_