

BANK DEPOSIT AGREEMENT № _____
DEPOSIT “ _____ ”
(for individuals)

Yerevan

_____ “ _____ ”, 200__

Ameriabank CJSC (incorporated through the resolution of the CBA Chairman dated September 08, 1992, registration number 50, certificate # 0154, address: _____), represented by the Chairman of the Management Board-General Director A. Hanesyan, acting on the basis of the Charter of the Bank and in his turn represented by _____

(First name, last name and position of the authorized person)

acting upon the power of attorney № _____ issued on _____, (hereinafter referred to as “the Bank”), on the one side, and _____,

(Full name of the individual)

(hereinafter referred to as “the Depositor/s”), on the other side, both hereinafter referred to as “the Parties”, executed this bank deposit agreement (hereinafter referred to as “the Agreement”) on the following:

1. Subject of the Agreement

1.1. The Bank, having accepted from the Depositor a deposit in the amount of _____ (Specify the CCY, amount in numbers and words) (hereinafter referred to as “the Deposit”), shall repay the Deposit and interests accrued thereto in accordance with the terms and procedure established hereby.

1.2. The Depositor orders the Bank to transfer the total Deposit amount from his/her account with the Bank # _____ (hereinafter referred to as “the Current Account”) to his/her deposit account with the Bank # _____ (hereinafter referred to as “the Deposit Account”) on the execution date of the Agreement.

Having credited the Deposit to the Deposit Account, the Bank issues a Deposit Account statement to the Depositor. The Depositor confirms the receipt of the statement with his/her signature, thus verifying the actual processing of the Deposit and execution of the Agreement.

1.3. The Deposit maturity period is _____ days, from _____ to _____.
(Specify the number of days in numbers and words) (Specify)

2. Interests, Calculation Methodology and Payment Procedure

2.1. An interest rate of _____ (_____) % per annum
(Specify the interest rate in numbers and words)

shall be applied to the Deposit which shall be calculated on monthly/quarterly/annual/capitalization
(Highlight one of the options)

basis.

2.2. Accrued interests shall be paid in AMD. Interests accrued to foreign currency deposits shall be converted into AMD at the average market board exchange rate.

2.3 By ticking this box, the Depositor hereby orders the Bank to:

- on the same date, convert the interests credited to his/her Current Account in AMD into the Deposit currency, at the average foreign currency market exchange rate.
- 2.4 In the event the Deposit is fully repaid upon the request of the Depositor before the expiry date of this Agreement, the Bank shall pay to the Depositor interests at the 0.1% annual interest rate in which case the provisions of point 3.1.2 of this Agreement shall apply.
- 2.5 Hereunder, the right to manage the Deposit may be executed by *(if there are more than one depositors)*:
 - Each of the persons acting as Depositors
 - All Depositors jointly

3. Rights and Responsibilities of the Parties

3.1 The Bank may:

- 3.1.1 Independently manage the Deposit;
- 3.1.2 In the event of Deposit repayment before the maturity date, recalculate the amount of payable interests by charging, from the Deposit, the difference of the interest amounts already paid and those calculated as at such payment date at the rate specified in point 2.4 of this Agreement;
- 3.1.3 If the Depositor terminates the Agreement within 30 days after the Deposit processing date, charge him/her with a fine in the amount specified by the Bank Time Deposit Program (or relevant internal act of the Bank regulating deposit terms).

3.2 The Bank shall:

- 3.2.1 Repay the Deposit upon the first request of the Depositor through transferring the recalculated amount to the Depositor's Current Account within 3 (three) banking days;
- 3.2.2 Ensure the confidentiality of Deposit transactions;
- 3.2.3 Collect tax, as tax agent, in accordance with the procedure established by the RA Legislation;
- 3.2.4 Provide to the Depositor a monthly Deposit Account statement before the 5th of each month, said statement including information on accrued interests, except in case the Bank has not debited or credited the Account during the reporting period;
- 3.2.5 Provide to the Depositor the information specified in points 3.2.4 and 3.2.6 hereof:

through emailing it to _____

delivering it within the Bank premises by mail

otherwise (specify) _____

- 3.2.6 Notify the Depositor of any change pertaining to outlining, review or cancellation of the terms hereof or rights, obligations and responsibility of the Parties, or any amendment to internal Bank acts, affecting this Agreement, which entails changes in annual interest-bearing yields, at least 15 days in advance of such change.
- 3.2.7 The information specified in points 3.2.4 and 3.2.6 hereof shall be deemed delivered to the Depositor upon sending it through ordinary or electronic mail or making available for the Depositor within the Bank premises, irrespective of actual date of receipt.
- 3.2.8 Upon request provide to the Depositor a Deposit Account statement within a five-day period, subject to current tariffs of the Bank.

3.3 The Depositor may:

- 3.3.1 Early and unilaterally terminate this Agreement and request the Bank to immediately repay the Deposit in accordance with the procedure established in point 3.2.1 hereof;
- 3.3.2 Request the Bank to immediately repay the Deposit and interests specified in point 2.1 hereof and compensate for losses, in the event the Bank fails to repay the Deposit upon the maturity date specified in this Agreement.

3.4 The Depositor shall:

- 3.4.1 At least 3 (three) banking days prior to the Deposit maturity date, inform the Bank of his/her intention to extend the term of this Agreement unless tacit extension is provided for in point 4.1

hereof. Otherwise, this Agreement shall terminate upon and on the basis of, expiry of the Deposit maturity period. The Deposit amount and interests accrued thereto shall be transferred to the Depositor's Current Account.

3.4.2 Immediately inform the Bank of loss of his/her copy of this Agreement and any changes in personal data, for the required follow-up actions to be taken.

4. Information Related to Extension of the Agreement

4.1 Upon expiry of this Agreement, the Bank shall:

- transfer the Deposit to the Current Account of the Depositor;
- extend this Agreement under the conditions specified herein, applying the current interest rate. Should this box be ticked by the Depositor, this Agreement shall be tacitly extended each time for the period specified in point 1.3 hereof, unless additional written notice to the contrary is provided by the Depositor.

4.2 In the case provided for in point 3.4.1 of this Agreement, the latter shall be extended under the following conditions negotiated by the Parties:

N		1	2	3	4
Amount					
Extension date					
Maturity date					
Term in days					
% per annum					
Signature	Depositor				
	Bank Seal				

5. Final Provisions

5.1 This Agreement shall enter into effect from the date of actual processing of the Deposit.

5.2 Repayment of the Deposit is secured with the property owned by the Bank.

5.3 The Depositor confirms that before signing this Agreement he/she reviewed the Deposit Leaflets approved by the Bank, received a copy of said Leaflets, agrees to all provisions set forth therein, as well as has been advised of and agrees to the terms and procedure of Deposit remuneration guarantee and Deposit insurance by the Bank.

5.4 If the Deposit amount exceeds that subject to the RA Law "On Guarantee of Remuneration of Bank Deposits of Physical Entities", the exceeding Deposit amount (less interests) shall be insured by ROSGOSSTRAKH-ARMENIA ICJSC in compliance with the deposit insurance agreement entered into by and between the Bank and ROSGOSSTRAKH-ARMENIA ICJSC, provided that the Deposit maturity period is 6 months and more.

5.5 Disagreements and disputes arising out of this Agreement shall be settled through negotiations between the Parties, and should the Parties fail to reach agreement – in accordance with the procedure established by the RA Legislation.

Disagreements and disputes arising out of a property claim of which the value is within AMD ten million or foreign currency equivalent may be settled through the resource of the Financial Ombudsman services.

According to the agreement executed by the Bank and the Financial Ombudsman, the Bank has waived its right to appeal against the decisions of the Financial Ombudsman if the property claim does not exceed AMD 250 000 (two hundred and fifty thousand) or the equivalent in foreign currency and the



amount of transaction does not exceed AMD 500 000 (five hundred thousand) or the equivalent in foreign currency.

5.6 This Agreement is made in English in 2 (two) copies equal in legal effect. Each Party holds one copy.

6. Requisites and signatures of the Parties

Bank

Ameriabank CJSC
Address:
TIN: 02502212
CBA acc.: 103002101576
Tel.: 589906

(First name, last name and position of the authorized representative or official)

Signature

Seal

Depositor

Full name of the individual

Address:

Tel.: _____

Social ID card number of the individual

(First name and last name of the authorized representative (if any))

Signature