

## BANK DEPOSIT AGREEMENT N\_\_\_\_\_

Yerevan, DD/MM/YYYY

“**ARMSWISSBANK**” CJSC (address: RA, Yerevan, Vazgen Sargsyan st. 10, TP Code: 02574955, C/A:103002102509, e-mail: [info@armswissbank.am](mailto:info@armswissbank.am), website: [www.armswissbank.am](http://www.armswissbank.am), phone number: (+374)-60-757-000, (+374)-11-757-000), hereinafter referred to as “**Bank**”, represented by the Executive Director Mr. Gevorg Machanyan, who acts in congruence with the Bank’s regulations and

“\_\_\_\_\_” LLC (number of state registration: \_\_\_\_\_, TP code: \_\_\_\_\_, address: \_\_\_\_\_, B/A: \_\_\_\_\_, e-mail: \_\_\_\_\_@\_\_\_\_\_.\_\_\_\_\_, phone number: \_\_\_\_\_), hereinafter referred to as “**Depositor**”, represented by the Director / Executive Director \_\_\_\_\_ who acts in congruence with the \_\_\_\_\_,

hereinafter collectively referred to as “**Parties**” governed by the legislation of the Republic of Armenia, enter into this Agreement on the following.

### 1. SUBJECT OF THE AGREEMENT

1.1. The Bank accepts from the Depositor funds (hereinafter referred to as “Deposit”) and undertakes to return the principal amount of the Deposit as well as to pay interest on it in accordance with terms and conditions set forth herein.

1.2. The Depositor places a Term Deposit at the Bank on the following terms:

Type of Deposit	STANDARD
Deposit amount and currency	_____ (_____) AMD
Annual interest rate calculated on deposit amount	_____%
Term of the deposit	_____ calendar day
Maturity date	____.____.____.
Payment of accrued interest	monthly

1.3. Interest accrued by the Bank will be paid:

- in Deposit currency, or
- in AMD, based on the Bank purchase rate for the deposited currency in question at the time of payment.

1.4. At maturity date:

- The Bank returns the Deposit to Depositor by crediting it to the Depositor's current account, or
- if the Deposit meets the conditions set by the Bank and published on the Bank's home page, the terms and maturity date of Deposit Agreement is considered to be roll over for the calendar days, set forth in paragraph 1.2. of this Agreement. In this case, in accordance with the procedure set forth herein, the annual interest rate on the Deposit shall be set as the rate of interest, set by the Bank on maturity date of Deposit, for the type and term of Deposit, set forth in this Agreement. Other terms of this Agreement remain unchanged. If at maturity date the Deposit does not meet the conditions published on the Bank's home page, the Bank shall return the Deposit to the Depositor by crediting Deposit amount to the Depositor's current account.

1.5. The Bank shall accrue interest on the Deposit for the calendar days starting from the day of placement date until the previous day of the maturity or by other(s) reason(s) returning date.

1.6. The Bank shall calculate interest on the entire amount of the Deposit on a daily basis for the entire term of this Agreement. The Bank calculates the daily interest rate at 1/365 calculation basis.

1.7. If the Deposit type is Standard or Variable, then the Bank does not accrue interest on the interest already accrued on the deposit.

1.8. If the Deposit type is Cumulative, on the last business day of each month the interest, accrued on the deposit, will be added to deposit amount, and interest will be accrued to added amount as well, in accordance with the interest rate mentioned in the table in the point 1.2.

1.9. The accrued interest is paid, depending on the type of Deposit, on maturity date or on the last working day of each month, by crediting the relevant bank account of the Depositor in the Bank.

1.10. If the payment date is set for non-business day, the payment will be made on the first business day following the payment date.

1.11. The Deposit amount is considered to be returned and the accrued interest paid to the Depositor since the mentioned funds' are credited to the Depositor's bank account.

### 2. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. **The Bank has the right to:**

2.1.1. Manage the deposit amount independently before returning the deposit.

2.2. **The Bank is obligated to:**

- 2.2.1. Credit the principal amount of the Deposit as well as the accrued interest to the Depositor's bank account after the expiration of this Agreement.
  - 2.2.2. Ensure the partial return of the Variable type of the Deposit up to 50% of the initial amount upon request of the Depositor in accordance with the Depositor's order without re-calculating.
  - 2.2.3. During validity of the Variable type of the Deposit ensure the increase of the amount in accordance with the Depositor's order. In case of the deposit increase, the total amount of the deposit may not exceed the deposit initial amount.
  - 2.2.4. Ensure the confidentiality of deposit operations of the Depositor in compliance with the "Law on Banking Secrecy" of the Republic of Armenia.
- 2.3. **The Depositor has the right to:**
- 2.3.1. After maturity of deposit demand from the Bank to return the principal amount of the Deposit and pay interest rate on the Deposit in accordance with the conditions and procedures stipulated by the Agreement.
  - 2.3.2. Get loan secured/pledged by the deposited funds in accordance with the terms defined by the Bank.
- 2.4. **The Depositor is obligated to:** Immediately inform the Bank about loss of this Agreement.

### 3. CLOSING PROVISIONS

- 3.1. This Agreement will come into force upon signature and will remain in full force and effect until the fulfillment of the Parties' obligations under this Agreement.
- 3.2. In the case of a non-resident Depositor, the Bank, being a tax agent, shall charge interest on the Depositor for the fulfillment of the Depositor's tax liabilities in accordance with the requirements of the RA legislation.
- 3.3. The return of the Deposit is ensured by the property under ownership of the Bank.
- 3.4. This Agreement may be amended, terminated or invalidated as stipulated by the legislation of the Republic of Armenia or by the mutual consent of the Parties.
- 3.5. All disputes and conflicts, raised between the Parties during the period of validity of this Agreement, are settled by means of negotiations. In case of failure of negotiations the disputes shall be settled in accordance with the law of Republic of Armenia.
- 3.6. This Agreement is made in English in two copies, which have equal legal force. Each Party is provided with one copy.

### PARTIES

**BANK**

**DEPOSITOR**

\_\_\_\_\_ Gevorg Machanyan

\_\_\_\_\_ signature

\_\_\_\_\_ name, surname