

# 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, on one side, and

**Citizen** \_\_\_\_\_ (identification document: passport \_\_\_\_\_, issued on \_\_\_\_\_, \_\_\_\_\_, address: \_\_\_\_\_, B/A: \_\_\_\_\_, email \_\_\_\_\_ @ \_\_\_\_\_, phone number: \_\_\_\_\_), hereinafter referred to as “**Depositor**”, on other side,

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:

<b>Type of Deposit</b>	<i>STANDARD</i>
<b>Deposit amount and currency</b>	_____ ( _____ ) AMD
<b>Annual interest rate calculated on deposit amount</b>	_____ %
<b>Term of the deposit</b>	_____ calendar day
<b>Maturity date</b>	_____
<b>Payment of accrued interest</b>	<i>at the end of the term !Unexpected End of Formula _____ day</i>

- 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 transferring the Depositor to the relevant current bank 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, is made at the end of the Deposit Term or on the last business day of each month or on the date specified in this Agreement each month by entering the Deposit Bank's current bank account..
- 1.10. If the payment date is a 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 current bank account.

## 2. 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.

- 2.1.2. Re-calculate and debit from deposit amount already paid interest and pay interests for on-demand type of deposits, which are set by the Bank and published on the Bank's website for Deposit's currency, in case it is called back before the maturity date at the request of Depositor, unless an alternative agreement has been reached between the Parties.
- 2.2. **The Bank is obligated to:**
- 2.2.1. Provide the depositor with a statement from the deposit account no later than the day of placing the deposit amount.
- 2.2.2. Credit the principal amount of the Deposit (If other terms of interest payment are not defined in this Agreement) as well as the accrued interest to the Depositor's current bank account. after the expiration of this Agreement.
- 2.2.3. Ensure Deposit Return at the Depositor's First Request under the conditions set forth in clause 2.1.2.
- 2.2.4. 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 rules set forth in clause 2.1.2.
- 2.2.5. 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.
- 2.2.6. 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. 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. Withdrawal the Deposit before maturity date in accordance with the terms and conditions set forth by this Agreement.
- 2.3.3. Apply the Bank with request to increase or decrease the deposit amount in accordance with the procedures stipulated by the Agreement.
- 2.3.4. Submit complaints and claims deriving from this agreement to Financial System Mediator.
- 2.4. **The Depositor is obligated to:** Immediately inform the Bank about loss of a paper copy 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. 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 may be concluded in the form of a paper signature signed by the Parties or by means of communication which shall establish the authenticity of the Agreement signed by the Party. When concluding a contract by means of an electronic communication connection, an electronic contract not protected by an electronic digital signature has the same legal significance as a contract signed by the Party.
- 3.7. This agreement is signed in Armenian. Each Party shall be given one copy of each of the paper copies of the contract signed by the manuscript. All copies of the contract have equal legal force.

### PARTIES

**BANK**

**DEPOSITOR**

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

\_\_\_\_\_ signature

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