



# DEPOSIT AGREEMENT #

for «Card» time deposits of physical entities

" \_\_\_ " \_\_\_\_\_ 20

The «Ardshininvestbank» closed joint stock company, hereafter « the Bank», in the name of \_\_\_\_\_

who is acting in accordance with the by-laws/power of attorney/warrant, from one side and \_\_\_\_\_

hereafter «Depositor», who is acting \_\_\_\_\_  
from the other side, in accordance with the Civil Code of the RA, have signed the present agreement on the following:

## 1. THE SUBJECT OF THE AGREEMENT

1.1. The Bank, accepting the money from the Depositor or the money that has been transferred for the latter, hereafter «the Deposit», takes the obligation to return the sum of the Deposit to the Depositor within the term indicated in the present agreement and to pay the latter the duly generated interest as specified by the conditions and order of the present agreement:

1.2. The sum and currency of the Deposit: \_\_\_\_\_  
(in figures and letters)

1.3. The interest rate of the Deposit: \_\_\_\_\_ annually.  
(interest rate in figures and letters)

1.4. The term of the Deposit return " \_\_\_ " \_\_\_\_\_ 20

1.5. For the accomplishment of Deposit transactions the Bank provides a plastic card to the Depositor and opens a deposit account \_\_\_\_\_ . In case the Depositor after the maturity of the term does not demand the payment of the Deposit sum, then the sum and the calculated interest are transferred to the account of demand deposits without any other additional agreement or reconciliation and the addition to the account of further generated interest is done by the rates and conditions and the order determined for the demand deposits.

1.6. The payment of the Deposit interests:

once in a month (on the following date of each month \_\_\_\_\_)  at the end of the term

## 2. TERMS AND CONDITIONS

2.1. After the maturity of the indicated term *the Bank* is undertaking the obligation to return the Deposit to the *Depositor* in the currency it had been taken. The calculated interests are paid to the Depositor in Armenian drams.

In case the Deposit return day coincides with a non-working day, the Deposit will be returned on the next working day coming after the non-working day, with duly calculated interests for the non-working day.

2.2. In the term of the action of the current Agreement and in future the Bank is preserving the secrecy of information on the Depositor and the Deposit, the information is provided only with the order determined by the Law.

2.3. The authority for disposing the Deposit account can be transferred to a third person in accordance with warrant or power of attorney composed in duly determined way and format.

2.4. The cash entry of the Deposit is certified by a bank document (a signed and sealed cash inflow receipt and sealed memorial order), without which the present agreement is not valid. The bank is obliged to provide an account excerpt with at least 30 days of periodicity in accordance with a law if the current account is debited or credited within the current period.

2.5. In case of non-cash depositing of the Deposit (by check, warrant of payment or other payment instruments), the entry of the deposit is confirmed by the Bank's warrant excerpt. The latter is given to the Depositor not later than the next banking day of deposit entry to the deposit account.

2.6. Based on the agreement between the Customer and the Bank the excerpt is provided specified by clause 2.4 and 2.5:

In hand  
 by post \_\_\_\_\_ /address/  
 electronically \_\_\_\_\_ /e-mail/

2.6.1. In case of withdrawals from the Deposit account the customer will be provided by the above mentioned excerpt on terms specified in clause 2.6.

2.7. When Depositing in foreign currency the Depositor by signing and/or sealing the agreement confirms that he/or she realizes negative results which may arise from exchange rate fluctuations and prefers to deposit in that vary currency.

2.8. The interests are generated and added to the Bank Deposit sum starting from the next day of the Deposit placement till the day prior to the day of return of the Deposit to the Depositor or withdrawal of the sum with any other ground.

2.9. By the request of the Depositor *the Bank* within six working days after reception of the deposit provides the latter with MasterCard Standard credit card, and in case the sum of the Deposit exceeds AMD 10 000 001 or USD 25 001 or EUR 20 000, with 13% annual interest

rate, in the course of the term of the Deposit, with a possibility of a Credit Line of up to 80% of the deposited money (residual) according to the Bank acting procedure.

2.10. In case the whole sum is returned to the Depositor prematurely:

2.10.1. The Bank is calculating the generated interest on the demand deposits and paying it to the Depositor in accordance with the interest rate determined by the Bank and recalculating the previously paid interests and as a result the interest paid in excess is withdrawn from the term deposit, and after it the remaining part is returned to the Depositor.

2.10.2. The Bank is levying from the Depositor's account the annual service fees for processing the card in case the Deposit has been placed in the Bank with a term less than 180 days.

2.11. In case a part of the sum is returned to the Depositor before the end of the determined term:

2.11.1. The Bank is calculating the generated interest on the demand deposits and paying it to the Depositor in accordance with the interest rate determined by the Bank and recalculating the previously paid interests and as a result the interest paid in excess is withdrawn from the term deposit, and after the Agreement continues to act on the Deposit residual.

2.11.2. In case the sum of deposit residual is less then the annual service fee for the cards *the Bank* in unaccepted manner is levying the annual service fees for the card from the Depositor's account if the Deposit term was less than 180 days.

2.12. No commission fee is charged in case of cash payment of interests for the Deposits, as well as the cash remitted to the Deposit account

2.13. When signing the agreement the Bank hands to the Depositor a written notice as stipulated in the «Law on the Guaranties for compensating the bank deposits of the RA about the conditions and the order of insuring the compensation of the deposits.

2.14. As a tax agent the Bank, while paying the interest generated on the Deposit in accordance with the «Law of the RA on the Incomes» is levying the sum of the income tax and transferring it to the state budget.

2.15. The changes that take place in the Laws of the RA and normative documents, the action of which extends on the present deposit agreement, must be executed and the parties must act in accord with these change.

2.16. The Agreement is comprised in two copies which have equal legal power.

2.17. The term of the deposit agreement can be prolonged by the mutual agreement of the parties, upon the terms that are acting at that moment in the Bank.

The Sum (in figures and letters) and the currency				
The date of prolongation				
The date of maturation				
The monthly paid interest				
The interest paid at the end of the term				
The interest rate (in figures and letters )				
Signature	Depositor			
	Bank Seal			

\* More than three prolongations will be made on the bases of an agreement.

2.18. The Depositor confirms that before signing the Agreement he/she has read the order of accepting Deposits by the Bank and all notices included in that order, which have been placed in visible places and is fully accepting the conditions fixed in the Agreement.

**BANK**

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

/signature /

**DEPOSITOR**

Address \_\_\_\_\_

\_\_\_\_\_

Passport data \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

/signature/