ARMECONOMBANK OJSC 23/1 Amiryan str., 0002, Yerevan Tel: (+374 10) 510-910, 8686, E-mail: bank@aeb.am

### Sample 1 - PHE

#### AGREEMENT OF "CLASSIC " DEPOSIT N \_\_\_\_\_

<<	>>	20

ARMECONOMBANK OJSC, hereinafter referred to as "the Bank", on one side and

### name, surname, patronymic, ID data and registration address of the physical entity

hereinafter referred to as "the Depositor", on the other side (hereinafter jointly as "Parties" and separately as "Party"), have signed the agreement (hereinafter "The Agreement") on the following.

### 1. SUBJECT OF THE AGREEMENT

1.1	Under this Agreement, the Depositor shall place a Deposit with the Bank in th	e amount of					
		(hereinafter	referred	to as	"The	Deposit"	)

(deposit amount in figures and words, currency)

City \_\_\_\_

1.2 The Deposit is placed for \_\_\_\_\_) days subject to repayment to the Depositor on <<\_\_\_>>\_\_\_\_\_20\_\_\_.

1.3 The Bank shall pay interest amount on the Deposit in sizes, order and terms set forth in article 2 of this Agreement.

1.4 The placement of the Deposit, its repayment, and payment of interest amounts shall be effected upon presentation of payment and settlement documents used in RA banking practice, unless otherwise set by the Agreement.

1.5 Under the agreement, the Depositor assigns the bank to charge the Deposit amount in full from his/her acting bank account N \_\_\_\_\_\_ with the Bank, hereinafter "The Account".

1.6 The recovery of the deposit, the payment of interests is made by the Bank to the Account, unless the Bank has received an assignment to pay the amounts in cash or transfer to another account.

### 2. CALCULATION AND PAYMENT OF INTEREST AMOUNT OF THE DEPOSIT, OTHER TERMS OF THE DEPOSIT

- 2.2 The Deposit shall bear the annual percentage yield at the rate of \_\_\_\_\_\_(\_\_\_\_\_)%:
- 2.3 Interest amounts shall accrue from the day following the date of placement of the Deposit with the Bank to the day preceding the date of its repayment to the Depositor
- 2.4 At the request of the Depositor interest amounts accrued on the Deposit are paid in the below mentioned currency and periodicity

In the currency of deposit / in AMD

monthly/at the end of the term

- 2.5 Should the Depositor request repayment of the Deposit or a part thereof before the term mentioned in article 1.2 of this Agreement, instead of the interest amounts set by article 2.1 of this Agreement interest on the Deposit or a part thereof is calculated at 0% annual interest rate, and should the interest amounts set by article 2.1 be already paid, the Deposit shall be deemed repaid in the amount of interests accrued and paid to the Depositor.
- 2.6 Should the Depositor fail to receive interests accrued on the Deposit, no further interest amounts shall accrue on the deposit.
- 2.7 In case the deposit is not demanded on the date the the term of the deposit expires (unless other term for the repayment of the deposit has been set)  $\Box$  the Depositor agrees that ("I agree" filed shall be marked with  $\Box$  sign, if the Depositor agrees, or with Z letter if the latter does not agree) the Deposit repayment term be automatically prolonged for the similar period (continually, but no more than 3 times) under the terms existing in the Bank for the given deposit type at the moment of prolongation. Should the bank terminate the given deposit type , the deposit repayment term isn't automatically prolonged and until it is actually demanded the interests on the deposit are calculated at the rate set by the bank for the monetary funds available on acting bank accounts.
- 2.8 The Depositor can add additional amounts to the deposit (on which interests set forth by 2.1 paragraph of the Agreement shall accrue) in the following cases:
  - 2.8.1 Should the deposit be placed for 274 days or longer (or be prolonged for a term no shorter than the aforementioned), the deposit may be supplemented by the 180th day preceding the expiry of the (prolonged) term of the deposit and only with amounts not to exceed the deposit balance existing at the moment of placement (prolongation).

- 2.8.2 No amounts can be added to the Deposit in case the deposit is placement for a term less than 274 days and in case of prolongation the amounts shall be added only on prolongation day and shall not exceed the Deposit balance.
- 2.9 The Bank cannot unilaterally decrease the interest specified in Article 2.1 of the Agreement provided that the deposit is repaid within the term set forth by Article 1.2 of the Agreement.
- 2.10 Should the Deposit not be withdrawn after the expiry of the term of the Agreement, until the deposit is being actually demanded the interests on the deposit will be calculated at the rate set forth by the Bank for the monetary means available on bank accounts.
- 2.11 The powers of the representative of physical entity Depositor (including private entrepreneur) are certified by notary (by the entities equal to the latter) or at the Bank by the power of attorney given by the Depositor with the confirmation of relevant authorities.
- 2.12 The Depositor (his/her representative) is identified by applying to the Bank and submitting ID. The Depositor can also be identified when executing transactions via the System, ATMs, Internet, and in electronic environment by the use of the latter's identification data (PIN code (password), CVV code of the card, password and other means of identification.
- 2.13 The terms and conditions of the Deposit are set and regulated by the Agreement as well as by the Information Bulletin of the Deposit approved by the Executive Board of the Bank which constitutes the integral part of the agreement. The Deposit Information Bulletin is published on the Bank's website (www.aeb.am) and shall be provided to the Depositor free of charge upon the latter's first request. The Bank can unilaterally make changes to the information bulletin which comes into force from the day it is published on the Bank's website, unless other term is set.
- 2.14 In the cases and order set by the Legislation of the Republic of Armenia, the Deposit may be confiscated without the prior notice based on the judicial acts, decisions of compulsory enforcement bodies and tax authorities, as well as in case of non-fulfillment of obligations secured by the deposit or depositor's obligations against the bank. Afterwards, the Bank is obliged to inform the Depositor thereof within 30 calendar days providing the Depositor with an account statement via the communication method the latter has chosen.
- 2.15 Interests on the Deposit to be paid to the Depositor are taxed at the size prescribed by RA legislation

# 3. RIGHTS OF THE DEPOSITOR

3.1. The Depositor is entitled to:

3.1.1. Request from the Bank repayment of the Deposit and payment of interests accrued on it in the order, size and terms set forth in this Agreement.

3.1.2. Require the Bank to ensure the confidentiality of the deposit as prescribed by law.

3.1.3. In the order, terms and periodicity set forth by RA Legislation, receive from the bank the information subject to mandatory provision to the Depositor, including deposit statements through the communication method the latter has chosen.

3.1.4. Add amounts to the deposit in the order and cases prescribed by the Agreement.

3.1.5. Require the bank to recover the deposit at the end of the term of the deposit, as well as prior to the term of the deposit.
4. METHOD TO COMMUNICATE WITH THE DEPOSITOR

4.1. The Depositor agrees that the Bank deliver to him/her the information subject to mandatory provision to the Depositor, including statements, notifications, other information and/or the information subject to mandatory provision as set forth by the Law of the Republic of Armenia (the Depositor has a right to require the Bank to provide the mandatory information at the bank's premises – on hand, or in written form through other means of communication) in the following language and manner:

Armenian/English \_\_\_\_\_\_ e-mail address\_\_\_\_\_

6.

4.2. Depositor affirms that prior to the signing of this Agreement the Bank has provided him/her with a deposit information booklet.

4.3. Depositor affirms that he/she has been notified about the terms and order of the guarantee of the recovery of the deposits placed with the Bank.

# 5. BANK'S RESPONSIBILITIES

5.1. Should the Bank fail or delay the fulfillment of its obligations for repayment of the Deposit or payment of interest amounts thereon, the Bank shall pay a penalty for each day of non-performance at the size of 0.02% of unpaid (non-repaid) amount.

5.2. The Bank guarantees the repayment of the Deposit by its assets.

# MISCELLANEOUS

6.1. This Agreement shall be effective upon placement of the Deposit with the Bank and is valid till its full repayment to the Depositor.

6.2. The issues which cannot be regulated by the Agreement shall be regulated by the RA Legislation. Should the negotiations fail to solve the disputes between the parties, the disputes shall be regulated through the RA courts.

6.3. The Depositor may submit its claims arising from the Agreement to the Financial System Mediator of the Republic of Armenia in an order, cases and terms set forth by the RA Law on "Financial System Mediator". The Bank hasn't signed an agreement on waiving right of appeal against decisions of Financial System Mediator.

6.4. The Agreement is executed in two copies, one copy for each Party. In case of losing the copy of the contract, upon the Depositor's application the Bank provides the copy of the Agreement.

6.5. From the Bank's side the Agreement is signed by three employees and sealed with the round stamp of the Bank.

### 7. REQUISITES AND SIGNATURES OF THE PARTIES

The Bank	The Depositor
ARMECONOMBANK OJSC	
Address	
Representative	Full name
Letter of Attorney,date number	
	Registration address
signature	ID details
	,
Name, surname, signature	signature
Name, surname, signature	