

Ameriabank CJSC Deposit Terms and Conditions for Individuals

- 1.1. The Ameriabank CJSC Deposit Terms and Conditions for Individuals (Terms and Conditions) outline the general terms of deposit relations between Ameriabank CJSC (hereinafter referred to as "the Bank" or "we") and individual (hereinafter referred to as "you") and together hereinafter referred to as "the Parties".
- 1.2. To make a deposit in the Bank you should submit a completed application-agreement form (hereinafter Application-Agreement) whereby you confirm that you accept the Terms and Conditions, the General Terms of Provision of Bank Services to Individuals (hereinafter "General Terms") and the Deposit Overview and Interest Rates for Individuals.
- 1.3. Your deposit in the Bank shall be subject to the terms indicated by you in the Application-Agreement.
- 1.4. If you wish to make any changes to the deposit terms initially specified by you in the Application-Agreement, you should submit to the Bank an instruction in the form defined by the Bank. Once the changes become effective, any and all previous instructions related to the matter in question will no longer be effective. For the purposes of the Terms and Conditions, the instructions submitted under the Application-Agreement and the chosen terms shall be applicable as further amended or modified.
- 1.5. Deposits are available in Armenian drams, US dollars, euros and Russian rubles.
- 1.6. We will provide you with statements of your deposit account using the channels and provision frequency envisaged under the Armenian laws and/or agreed with you by the 15th day of the month following the reporting period, unless otherwise determined. Account statement will not be provided in the cases defined under the Armenian legislation.
- 1.7. If you contact us and request an account statement at another time, we shall provide it to you within a five-day period, in which case the fee defined by the tariffs of the Bank will be charged.
- 1.8. The Bank shall manage the amount of the deposit at its own discretion subject to the rights of the client as defined in the Terms and Conditions. Repayment of the deposit is secured by the property owned by the Bank.
- 1.9. We will open for you a deposit account and upon your request also current or saving account(s) in Armenian drams and the deposit currency.
- 1.10. The sum of the deposit will be transferred to your deposit account from the bank account indicated in your Application-Agreement.
- 1.11. We will confirm the payment of the deposit amount into deposit account and execution of the Application-Agreement by providing you with documentary proof (statement) of payment which can be delivered in person or by mail or through the distant banking channels chosen by you.
- 1.12. Depending on what terms you specify in the Application-Agreement, we will pay the applicable interest, as defined by the Deposit Overview and Interest Rates for Individuals, in the manner specified by you in the Application-Agreement.
- 1.13. Interest shall be paid in Armenian drams. Interest accrued to foreign currency deposits shall be converted into Armenian drams at the average exchange rate prevailing on that date.
- 1.14. Interest shall be accrued on the basis of the number of days elapsed divided by 365 or 366.
- 1.15. As a tax agent, the Bank shall charge taxes to your interest in accordance with applicable laws.

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- 1.16. If you wish to have the interest accrued to your foreign currency deposit in Armenian drams converted into the currency of your deposit, you need to submit an instruction and we will convert the amount at the average exchange rate prevailing on that date.
- 1.17. We will pay your deposit back forthwith upon your request any time.
- 1.18. The Bank shall be entitled to terminate the deposit in the cases defined by the General Terms.
- 1.19. If your deposit becomes subject to lien in judicial or extrajudicial procedure in the manner defined by applicable law, including cases where pledged deposit is enforced to exercise the pledgee's security interest, the Bank shall be entitled to deem the Application-Agreement terminated from the day of actual commencement of such lien or enforcement, in which case the Bank shall apply the interest recalculation provisions defined by the Terms and Conditions for such early termination.
- 1.20. Whether deposit is terminated upon your request or at the Bank's initiative, in either case the Bank shall recalculate the interest and repay the amount of the deposit left after such recalculation. This being the case, we will pay you interest at the rate applicable to the case in question as prescribed under the Deposit Overview and Interest Rates for Individuals. Any interest already paid that should have been charged back after recalculation shall be charged to the principal amount of the deposit less the amount of recalculated interest.
- 1.21. If your deposit has a top-up option, you may increase the deposit amount in 2 ways:
 - 1.21.1. By giving a regular top-up instruction to the Bank in advance. In this case the proof of the deposit top-up will be provided to you through any of the channels pre-agreed between you and us (on the basis of Communication Instruction).
 - 1.21.2. By submitting a separate top-up instruction each time you want to increase the deposit amount.
- 1.22. You may make a joint deposit in the Bank. A joint deposit may be opened for not more than two customers at a time.
- 1.23. You may change your deposit into a joint one by filling in the Application-Agreement form which should be certified/signed by all holders of the joint deposit.
- 1.24. Joint depositors mutually agree on the way they are going to administer their account by filling in the Signature Card and amending it if required. The joint deposit may be administered in one of the options below:
 - 1.24.1. Each of the joint depositors may administer the account separately without any limitation.
 - 1.24.2. The joint depositors may administer the account together in which case every transaction/operation on the account is subject to the approval by all depositors.
- 1.25. Upon expiry of the deposit term, subject to the instruction given by you in the Application-Agreement:
 - 1.25.1. We will transfer the deposit amount to the account designated by you in the Application-Agreement, or
 - 1.25.2. We will renew the deposit term under the same terms and conditions as specified in the Application-Agreement, subject to the then-current interest rates. This being the case, the deposit will be automatically renewed each time upon expiry of the deposit term until otherwise instructed/ordered by you in writing.

You may change the option specified herein not later than on the operational day preceding the day of expiry of the deposit.

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- 1.26. You may make a deposit in the name of another person. Such another person may be a minor. The designated third party may obtain the depositor rights upon completing a respective application-form and presenting their claim to us based on the specified rights. If the designated beneficiary of the deposit is a minor, the latter may claim the deposited amount only when he/she reaches the age of 18. Before that the same rights may be exercised by the minor's legal representative(s). Before the Bank receives the third party claim based on the depositor rights, the deposit may be administered only by the signatory of the Application-Agreement who had made the deposit, subject to the instructions and conditions specified in the Application-Agreement.
- 1.27. We shall give you prior notice of any change in the terms of deposit agreement or any amendments to our internal regulations affecting the deposit agreement or the definition, modification or termination of the rights, obligations and responsibilities of the parties, that may result in change of the annual percentage yield. Such notice will be given within the terms prescribed by the Armenian laws.
- 1.28. These Terms and Conditions shall be supplementary to the General Terms. Furthermore, any relationships outside the scope of these Terms and Conditions shall be subject to the General Terms, the Bank's Deposit Overview and Interest Rates for Individuals, documents containing contract between you and the Bank and Armenian legislation, or, if such relationships are not regulated by the Armenian legislation, customary business practices.
- 1.29. Disagreements and disputes between you and us shall be settled amicably through negotiations. If we fail to reach agreement, the settlement shall be reached in the order defined under the legislation of the Republic of Armenia. Any court disputes between you and us shall be subject to the jurisdiction of courts of Armenia.
- 1.30. Disagreements and disputes arising out of a property claim of which the value is within AMD 10,000,000 or foreign currency equivalent may be settled through the Financial System Mediator. The explanatory bulletin on the order of dispute resolution between you and us is available on the Bank premises and website.
- 1.31. According to the agreement executed by and between the Bank and the Financial System Mediator, the Bank has waived its right to dispute the decisions of the Financial System Mediator provided that the property claim does not exceed 250,000 (two hundred and fifty thousand) Armenian drams or the equivalent in other currency and the amount of transaction does not exceed 500,000 (five hundred thousand) Armenian drams or the equivalent in other currency.
- 1.32. If there is any discrepancy between Armenian and English versions of these Terms and Conditions, the Armenian text shall prevail.

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