

Ameriabank CJSC Safe Deposit Box Terms and Conditions

- 1.1. Ameriabank CJSC Safe Deposit Box Terms and Conditions (the "Terms and Conditions") lay out the terms of relationships between clients (hereinafter "you" or the "Customer") using safe deposit boxes (the "Box") and Ameriabank CJSC ("we" or the "Bank", and together the "Parties") acting as a provider of safekeeping services, as well as the rules of the Box usage.
- 1.2. We will provide you with a safe deposit box on the basis of an application-agreement (the "Application-Agreement") submitted to us on our template form whereby you will confirm that you accept these Terms and Conditions.
- 1.3. These Terms and Conditions shall be supplementary to the General Terms and Conditions of Provision of Banking Services to Individuals and General Terms and Conditions of Provision of Banking Services to Legal Entities (Individual Entrepreneurs), both hereinafter the "General Terms". Any relationships outside the scope of these Terms and Conditions shall be subject to the General Terms, the Bank Tariffs for Individuals, the Bank Tariffs for Corporate Clients (together the "Tariffs"), other documents containing binding agreement between you and us and the Armenian legislation, or, if such relationships are not regulated by the Armenian legislation, customary business practices.
- 1.4. If you wish to make any changes to the safe deposit box 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. We can offer a safe deposit box only to persons at least 18 years of age, as well as to legal entities and individual entrepreneurs.
- 1.6. An Application-Agreement for one Box may be signed by more than one Customer. In this case, the Application-Agreement should contain the preferred way for administration of the Box determined by mutual consent of the Customers:
 - 1.6.1. Each Customer separately
 - 1.6.2. All Customers jointlyThe selected procedure for administration of the Box shall also apply if you refuse from the Box or return the Box key to us following which the relationships between you and us under these Terms and Conditions shall terminate.
Irrespective of how you administer your Box, if you wish to amend the terms explicitly specified by you in the Application-Agreement at your own initiative, the respective instruction should be signed by all Customers.
- 1.7. We will give you a key to the Box for you to use the Box. Each Box has two keys one of which is kept with you and the other with the Bank. The Box can only be unlocked using both keys.
- 1.8. The Box can be opened/used and administered only by you and (or) persons authorized by you during the operational hours determined by us. You are required to notify your authorized representatives of these Terms and Conditions.
- 1.9. You may enter the vault only in the presence of our responsible officer. You should present your key at that.
- 1.10. You and your authorized representatives may not use the Box when accompanied by another person.
- 1.11. Any inheritance or succession rights of your legal successors, assigns and heirs, whether full or partial, shall arise subject to the Armenian legislation.
- 1.12. The Box sizes and safekeeping terms that you may choose from are defined in the Tariffs.
- 1.13. Upon expiry of the safekeeping term specified by you in the Application-Agreement, it will be renewed for the period specified in the Application-Agreement subject to the Tariffs and these Terms and Conditions. The term will be automatically renewed each time upon expiry unless you give us written notice of your intention to refuse from the Box before the expiry date inclusive (if the expiry date falls on a non-business day, such notice may be given on the first business day after that non-business day).
- 1.14. You will pay a fee for the use of the Box in accordance with the Tariffs.
- 1.15. The first fee for the safe deposit services must be paid during execution of an Application-Agreement, while all subsequent payments shall be due at the beginning of each renewed period as advance payment.
- 1.16. We will have the right to charge the amount of fees for the use of the service, including any applicable fines, to your accounts with us without your authorization, subject to the Tariffs.
- 1.17. If you lose or damage your key, you should notify us of the same within reasonable time frames.

- 1.18. In case of loss of or damage to the Box key, we will provide you a new Box to move the Box contents (if any). If you assert that the Box is empty, we will open it in your absence. If the Box is still found not to be empty, we will make an inventory of its contents, keep them and hand over to you in accordance with our internal regulations.
- 1.19. You may store in the Box only assets owned by you, free of the rights of any third party, lien or encumbrance. This provision shall not apply to you if you are a pawnshop and/or a credit organization duly registered by the Central Bank of Armenia in which case you may store only the items that are under your title and possession in a legitimate way.
- 1.20. You are not allowed to use the Box for keeping the following items: drugs, arms and ammunition, explosives, including exploding devices, radioactive substances, (toxic) chemicals, food or any objects related to terrorism financing, sale of drugs, trafficking and other criminal activities, as well as any other items prohibited by law.
- 1.21. We shall keep your Box in a special fireproof vault with special conditions and security facilities.
- 1.22. We will ensure integrity and safety of the Box contents and confidentiality of the information known to us as prescribed by the Armenian legislation.
- 1.23. Your right to use the Box may not be restricted unless:
 - 1.23.1. The contents of the Box have been seized/confiscated in accordance with the Armenian legislation.
 - 1.23.2. There is an encumbrance on the contents of the Box in accordance with the Armenian legislation.
 - 1.23.3. There are other circumstances stipulated in the documents containing binding agreement between you and us or prescribed by the Armenian legislation.
- 1.24. We shall have the right to open your Box in the circumstances specified below irrespective of whether or not you have given your consent or are personally present:
 - 1.24.1. In response to a court order/judgment, decisions of the Court Order Enforcement Service under the Republic of Armenia Ministry of Justice or other government authorities;
 - 1.24.2. If we have reasonable grounds to believe that the Bank's safety and (or) operations are at threat and/or the Box contains any item prohibited under these Terms and Conditions or the law;
 - 1.24.3. If you fail to empty the Box and return the key to us for 3 months or longer after termination of any legal relationships between you and us;
 - 1.24.4. If you fail to pay the fees envisaged under the Tariffs for the safekeeping services in a proper manner for 3 months and longer;
 - 1.24.5. There are other circumstances stipulated in the documents containing binding agreement between you and us or prescribed by the Armenian legislation.

Except for the cases specified in the above para 1, if we open the Box in your absence, we shall make the inventory of the Box contents and keep them in accordance with our internal regulations. Furthermore, if any of the items in the Box is indicative of anything prohibited by the Terms and Conditions or the law, we will proceed with further actions in accordance with Armenian legislation.

- 1.25. We will be entitled to terminate legal relationships between you and us under the Terms and Conditions:
 - 1.25.1. If the contents of the Box have been seized/confiscated in accordance with the Armenian legislation;
 - 1.25.2. If the items in the Box are found to be prohibited under the Terms and Conditions or the law;
 - 1.25.3. In accordance with the Terms and Conditions, if you fail to perform your obligations in a proper manner, in which case we will give you a 10-day prior notice;
 - 1.25.4. In other cases at our initiative in which case we will give you a 10-day prior notice.

If legal relationships between you and us hereunder terminate before the due date at our initiative, we will recalculate the fee paid by you for the safekeeping services and refund it proportionally to the number of unused days unless the relationships are terminated due to breach of obligations by you.

- 1.26. You will have the right to terminate legal relationships arising between you and us hereunder by giving us prior written notice of such termination and paying the full amount you owe to us in relation to the Box. In such cases we will not recalculate the fee already paid or calculated.
- 1.27. If legal relationships arising between you and us under the Terms and Conditions terminate, you will be required to empty the Box and return its key to us.