

## Information Guide to Personal Safe Deposit Boxes for Individuals

Effective date: December 29, 2020

Terms and conditions specified in the Guide may change from time to time.

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### *The Bank is supervised by the Central Bank of Armenia*

The Bank provides the Client with a personal safe deposit box (hereinafter also referred to as the Deposit Box) in the event if the Client signs the respective Application-Agreement and within 1 (one) business day following submission thereof (provided that there is a vacant Deposit Box of the size preferred by the Client in the given branch). To rent a personal safe deposit box, the Client needs to have at least one active settlement account in AMD at the Bank.

1. When signing the Application-Agreement for a Deposit Box, the Client shall submit to the Bank the documents and information required for account opening, deposit, card and safe deposit box at Ameriabank CJSC<sup>1</sup>. According to the requirements of the Republic of Armenia Law On Combating Money Laundering and Terrorism Financing and for other various reasons, the Bank may request the Client to provide additional information and documents to conduct “Know your customer” checks, as well as may ask additional questions during verbal communication. If it is not possible to identify the Client in a proper manner or to maintain the accounts, the Bank may restrict access to the service provided by it. Furthermore, to find out whether you are a US taxpayer the Bank may collect additional information in accordance with the agreement executed with the US under the Foreign Account Tax Compliance Act (FATCA).
2. The Bank provides safe custody services only to persons aged 18 and older.
3. The Application-Agreement for one Deposit Box may be signed by more than one Client. In such cases, with the mutual consent of the Clients, one of the options for the administration of the Deposit Box specified below is defined by the Application Agreement and is considered as the Client’s (Clients’) instruction to the Bank:
  - 3.1. The Deposit Box is administered separately by each of the Clients having signed the Application-Agreement and without any restriction. In this case, each of the Clients may perform any action in connection with the Deposit Box, including changes to the terms initially specified in the Application-Agreement and termination of the safe custody service;
  - 3.2. The Deposit Box is administered by all of the Clients having signed the Application-Agreement together, based on joint consent. In this case, the consent of each of the Clients is required for performing any action in connection with the Deposit Box, including changes to the terms initially specified in the Application-Agreement and termination of the safe custody service.
4. The Bank gives the Client a key to the Deposit Box so that the Client is able to use the Deposit Box. The Deposit Box has 2 keys, one of which is provided to the Client(s) and the other is kept with the Bank. The Deposit Box can only be unlocked using both keys.
5. The Deposit Box can be opened/used and its contents can be administered only by the Client and (or) person(s) authorized by the Client during the operational hours determined by the Bank. The Client is required to notify the

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<sup>1</sup> Documents and information required for account opening, deposit, card and safe deposit box at Ameriabank CJSC:  
[https://ameriabank.am/userfiles/file/Account\\_opening\\_required\\_documents\\_2.pdf](https://ameriabank.am/userfiles/file/Account_opening_required_documents_2.pdf)

person(s)/representative(s) authorized to make use of the Deposit Box of Ameriabank CJSC Safe Deposit Box Terms and Conditions<sup>2</sup>.

6. The Client may enter the vault only in the presence of the Bank's responsible officer. The Client should show the key to the Deposit Box.
7. The Client and the Client's authorized person(s)/representative(s) may not use the Deposit Box when accompanied by another person.

**8. Safe Deposit Boxes are offered to Clients in the following branches of the Bank:**

Branch	Address	Phone	Operational days
Sayat-Nova branch	office 47, 8 Sayat-Nova Ave., 001, Yerevan, Armenia	+374 10 561111	Mon-Fri: 9:30 a.m.-5:00 p.m. Sat: 10:00 a.m.-03:30 p.m.
Komitas branch	n. 102, 12 Komitas Ave., 0033, Yerevan, Armenia		Mon-Fri: 9:30 a.m.-5:00 p.m. Sat: 10:00 a.m.-03:30 p.m.
Kamar branch	2 Vazgen Sargsyan St., 0010, Yerevan, Armenia		Mon-Fri: 9:30 a.m.-5:00 p.m.
Ejmiatsin branch	69/51 Mashtots. St., Vagharshapat, Armavir region, RA		

9. The Deposit Box sizes and tariffs, safekeeping terms that the Client may choose from, are defined in the table below:

Types of personal safe deposit boxes			Tariffs /AMD, VAT included/			
	Komitas	Kamar, Sayat-Nova, Ejmiatsin	1 month	3 months	6 months	1 year
Small	250mm*350mm*90mm	300mm*100mm*460mm	15,000	20,000	30,000	35,000
Medium	250mm*350mm*190mm	300mm*200mm*460mm	20,000	30,000	40,000	60,000
Large	250mm*350mm*290mm	600mm*200mm*460mm	25,000	40,000	50,000	80,000
Extra large	-	600mm*900mm*460mm	50,000	80,000	100,000	160,000

10. Upon expiry of the safekeeping term specified in the Application-Agreement, it will be renewed for the period specified in the Application-Agreement subject to the Bank's current Tariffs and Terms and Conditions. The term will be automatically renewed each time upon expiry unless the Client gives the Bank a written notice of refusing 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).
11. The first fee for the safekeeping services must be paid by the Client during execution of the Application-Agreement, while all subsequent payments shall be due at the beginning of each renewed period as advance payment.
12. The Bank has the right to charge the amount of fees for the use of the service, including any applicable fines, to the Client's accounts held with the Bank without the Client's authorization, subject to the Tariffs.
13. If the Client loses or damages the key, the Client should notify the Bank accordingly, within reasonable timeframes.
14. In case of loss of or damage to the Deposit Box key, the Bank will provide the Client a new Deposit Box to move the Deposit Box contents (if any), or the lock will be replaced in the Client's presence on a day and time agreed preliminarily. If the

<sup>2</sup>Ameriabank CJSC Safe Deposit Box Terms and Conditions: <https://ameriabank.am/userfiles/file/Deposit%20Box%20Terms.pdf>

Client asserts that the Deposit Box is empty, the Bank will open it without requiring the Client's presence. If the Deposit Box is still found not to be empty, the Bank will make an inventory of its contents in the Client's presence, keep them and hand over to the Client in accordance with the Bank's internal regulations. For replacement of the lock and issuance of a new key in the event of loss of or damage to the Deposit Box key, the Depositor shall pay a fee to the Bank in the amount of AMD 25,000 (including VAT).

15. The Client may store in the Deposit Box only assets lawfully owned by the Client, free of the rights of any third party, lien or encumbrance. This provision shall not apply to the Client if the Client is a pawnshop and/or a credit organization duly registered by the Central Bank of Armenia, in which case the Client may store in the Deposit Box only the items that are under the Client's title and possession in a legitimate way.
16. The Client is not allowed to use the Deposit Box for keeping the following items: drugs, arms and ammunition, explosives, 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.
17. The Bank shall keep the Deposit Box in a special fireproof vault with special conditions and security facilities.
18. The Bank will ensure integrity and safety of the Deposit Box contents and confidentiality of the information known to the Bank as prescribed by the Armenian legislation.
19. The Client's right to use the Deposit Box may not be restricted, unless:
  - 19.1. The contents of the Deposit Box have been seized/confiscated in accordance with the Armenian legislation;
  - 19.2. There is an encumbrance on the contents of the Deposit Box in accordance with the Armenian legislation;
  - 19.3. There are other circumstances stipulated in the documents containing binding agreement between the Parties or prescribed by the Armenian legislation.
20. The Bank has the right to open the Client's Deposit Box in the circumstances specified below irrespective of whether or not the Client has given consent or is personally present:
  - 20.1. In response to a court judgment/decision, decisions of the Court Order Enforcement Service under the Republic of Armenia Ministry of Justice or other government authorities;
  - 20.2. If there are reasonable grounds to believe that the Bank's safety and (or) operations are at threat and/or the Deposit Box contains any item prohibited under the Terms and Conditions or the law;
  - 20.3. If the Client fails to empty the Deposit Box and return the key to the Bank for 3 months or longer after termination of legal relationships between the Parties under the Terms and Conditions;
  - 20.4. If the Client fails to pay the fees envisaged under the Tariffs for the safekeeping services in a proper manner for 3 months and longer;
  - 20.5. There are other circumstances stipulated in the documents containing binding agreement between the Parties or prescribed by the Armenian legislation.

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

21. The Bank is entitled to terminate legal relationships between the Parties under the Terms and Conditions, if:
  - 21.1. The contents of the Deposit Box has been arrested/confiscated in accordance with the Armenian legislation;
  - 21.2. The items in the Deposit Box are found to be prohibited under the Terms and Conditions or the law;
  - 21.3. In accordance with the Terms and Conditions, if the Client fails to perform his obligations in a proper manner, in which case the Bank will give the Client a 10-day prior notice;
  - 21.4. In other cases at the Bank's initiative in which case the Bank will give the Client a 10-day prior notice.
22. If the legal relationships between the Parties terminate according to the Terms and Conditions before the due date at the Bank's initiative, the Bank will recalculate the fee paid by the Client for the safekeeping services and refund it proportionally to the number of unused days, unless the relationships are terminated because of breach or improper performance of the respective obligations by the Client.
23. If legal relationships arising between the Parties under the Terms and Conditions terminate, the Client will be required to empty the Deposit Box and return its key to the Bank.

24. Any disputes and disagreements arising out of or in connection with the application-agreement for use of personal safe deposit boxes shall be resolved in accordance with the laws and regulations of the Republic of Armenia.

Disagreements and disputes arising out of a property claim for an amount within AMD ten million or foreign currency equivalent may be settled through the Financial System Mediator. Attention! Individuals are entitled to submit their claims arising out of transactions between a financial institution and consumer to the Financial System Mediator. Ameriabank has waived its right to dispute the decisions of the Financial System Mediator only in relation to claims where the amount of property claim does not exceed AMD 250,000 or its equivalent in another currency, and the amount of transaction does not exceed AMD 500,000 or its equivalent in another currency.

For full information on the terms and conditions of renting personal safe deposit boxes at Ameriabank CJSC please visit the following links:

- Ameriabank CJSC Safe Deposit Box Terms and Conditions:  
<https://ameriabank.am/userfiles/file/Deposit%20Box%20Terms.pdf>
- General Terms and Conditions of Provision of Banking Services to Individuals:  
<https://ameriabank.am/userfiles/file/Terms and Conditions PP arm 29 09 2017.pdf>
- Ameriabank CJSC Standard Tariffs for Individuals:  
<https://ameriabank.am/userfiles/file/Individual Standard Tariffs.pdf>