

**AGREEMENT ON TIME DEPOSIT NUMBER \_\_\_\_\_**

City \_\_\_\_\_ “\_\_\_\_\_” \_\_\_\_\_ 20\_\_\_\_\_

“Converse Bank” Closed Joint Stock Company (registered by decree number 5 of the Board of Central Bank of RA dated 13.09.1996., registration number 57, certificate number 0164, address: Vazgen Sargsyan Str. 26/1, Republic Square, Yerevan city), hereinafter referred to as “the Bank”, represented by \_\_\_\_\_

acting on the basis of \_\_\_\_\_ on the one hand, and \_\_\_\_\_

hereinafter referred to as “the Depositor”, acting on the basis of \_\_\_\_\_ on the other hand, guided by the Legislation of RA signed this agreement on the following:


**1. SUBJECT AND TERMS OF THE AGREEMENT**

**1.1.** The Bank accepts the Deposit from the Depositor in the following terms and undertakes return the funds and pay interests in order and terms as specified in the Agreement.

1.2.

<b>Type</b>	<input type="checkbox"/> “Daily”	<input type="checkbox"/> “Progress”	<input type="checkbox"/> other
<b>Account number</b>	_____		
<b>Currency&amp;Sum</b>	_____/_____ /_____		
<b>Maturity</b>	_____/_____/_____, effective till “___” _____ 20__ . /hereinafter – end of due date/,		
<b>In favor of</b> <b>Approved only</b> <b>through the</b> <b>signature of the</b> <b>Depositor</b>	<input type="checkbox"/> _____, _____ /hereinafter – Third person,/ /full name, passport data/ <b>Depositor</b> _____		
<b>Calculated interest% per annum<sup>1</sup></b>	<input type="checkbox"/> _____ / _____ %	<input type="checkbox"/> CBCI, inclusively _____/_____ / %	<input type="checkbox"/> CBCI, subtracted _____/_____ / %
<b>Deposit account statements, informational guide and other data are provided:</b>	through electronic way: <input type="checkbox"/> To E-mail of the Customer	<input type="checkbox"/> By hand in the Bank territory	<input type="checkbox"/> Via post: to the Customer post address _____ _____ _____
	through electronic way:	<input type="checkbox"/> through electronic way: via Internet-	<input type="checkbox"/> By other

<sup>1</sup> Formula for “Daily” deposit:  $2 + ((-2)/(\pi))x(,)$ , where /2/ - interest rate for the nearest to deposit in question deposit with a shorter term; /’/ - interest rate for the nearest to deposit in question deposit with a longer term; /π/ - difference in days between nearest to the deposit in question shorter and longer deposits; /, / - difference in days between nearest to the deposit in question shorter deposit.

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	<input type="checkbox"/> via Bank-Client System /simply for statements/	Bank System	way, please specify: _____
<b>Order of paying interests</b>	<input type="checkbox"/> Monthly	<input type="checkbox"/> Cash – hand by hand	<input type="checkbox"/> At the moment of depositing
	<input type="checkbox"/> By maturity	Adds to deposit sum	<input type="checkbox"/> Entries to bank account
<b><u>The payment order of the Principal Sum at deposit repayment period</u></b>			
<input type="checkbox"/> Entries to bank account			
<input type="checkbox"/> Open new deposit on the following terms in accordance with the Bank interest rate as effective at the moment of re-investing the deposit			
<b><u>Type</u></b>	<input type="checkbox"/> “Daily”	<input type="checkbox"/> “Progress”	
<b><u>Maturity</u></b>	_____ / _____ , effective till " ____ " _____ 20__ <i>/hereinafter – the end of due date/</i>		

## 2. **THE PROCEDURE OF CALCULATION AND PAYMENT OF THE INTERESTS**

- 2.1. The interest on the amount of the deposit is calculated starting from the next day of depositing on the factual remainder of the Deposit account up to the previous day of returning the amount to the Depositor or of checking out the amount from the account of the Depositor by other reasons.
- 2.2. The paying of the interests to the Depositor, who is a non-resident of RA, a legal entity or a private employer, is effected in the currency of deposit. In all other cases the deposit, invested in foreign currency, should be repaid in AMD at the exchange rate of the correspondent currency assigned by the Bank for the day of the disbursement.
- 2.3. If the Depositor requires the Deposit sum before the due date of the deposit, the Bank pays to the Depositor interest specified for the poste restante deposit instead of the interest, mentioned in the sub-point 1.2, doing recalculation and exacting the already paid interest amounts from the sum of the Deposit; the Bank is empowered to return the remainder of the Deposit amount within 3/three/ banking days.
- 2.4. The Depositor cannot implement operations through Deposit account.
- 2.5. The Bank has the right of one-sidedly changing the interest rate specified for the deposit of the legal entity, notifying the Depositor of it in written form. The change of the interest rate takes effect in 30 (thirty) calendar days after informing the Depositor in writing. If the Depositor-legal entity doesn't agree with this term, the Agreement is considered terminated and the Bank pays interests specified by the Agreement.
- 2.6. The number of year days used in calculations is the calendar year, and 365 –is the divisor (when it is a leap year, the divisor is 366).


## 3. **Rights and Obligations of the Parties**

### 3.1. The Bank has the right of:

- 3.1.1. independent use of Deposit sum.

### 3.2. The Bank is obliged to:

- 3.2.1. keep the secrecy of the Agreement as specified by the Legislation of RA,
- 3.2.2. Within 1/one/ banking day after the expiry of agreement validity pay the Deposit sum and added interest amounts upon the request of the Depositor.
- 3.2.3. At least once in 30 days provide the Depositor with statement from Deposit account on all operations performed during the last month, except of cases, when during the reporting period the Bank has not debited or credited the given account.
- 3.2.4. At least 15 days before notify the Depositor of any changes in the Bank internal acts that may have impact on the annual interest profitability.
- 3.2.5. The information stipulated in points 3.2.3 and 3.2.4 of this Agreement is considered as provided to the Depositor since the moment of sending such information to him/her via post/e-mail or from the moment of making such information available in the Bank, notwithstanding the actual date of receipt.

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**3.3. The Depositor has the right of:**

3.3.1. Demand from the Bank pay back the Deposit sum and interests in rates and order as fixed in the Agreement.

**3.4. The Depositor is obliged to:**

- 3.4.1. Immediately inform the Bank about the loss of the Bank Book or the Agreement, or change of address, loss of the passport or any other changes,.,
- 3.4.3. To bring passport or other identification document, the Agreement or the Bank Book (if the Deposit is taken with the right of adding by the Depositor) for receiving the Deposit and/or interest amounts.

**4. Special Terms**

- 4.1. If the Deposit is invested in benefit of a Third person, then the latter gains the rights of the Depositor through identification document, personally coming to Bank and from the moment of presenting the first demand based on the rights of the Depositor. Before that the Depositor can get use of his/her rights on funds paid to his/her Deposit account.
- 4.2. If in the Agreement there are mentioned more than one Depositors, then the Bank settles the payments of the Deposit and interest amounts through taking the signatures of all Depositors. If the paid amounts are received solely by one Depositor, the latter should present to the Bank a Power of Attorney from other Depositors, certified by notary seal.
- 4.3. If the Deposit is invested in foreign currency, then the Depositor confirms hereof that at the moment of signing the Agreement he/she realized and admitted the possible risks connected with changes of exchange rate.
- 4.4. By the Agreement hereof the Depositor orders the Bank the following – if he/she will demand back the deposit amount, as first priority the Bank must use the Deposit amount for repayment of his/her loan liabilities, if there are any.

**5. Force-majeure**

The Parties are released from responsibility for non-fulfillment or partial fulfillment of obligations under this Agreement, if it was enforced by insuperable power, which occurred after signing this Agreement that the Parties couldn't forecast or prevent.

**6. Other terms**

- 6.1. The return of the Deposit is secured with own property of the Bank. Size, order and terms of Deposit repayment are described in detail in the Appendix 1, which is the integral part of this Agreement.
- 6.2. The Agreement takes effect from the moment of investing the Deposit and is valid till the full performance of all obligations by the Parties under this Agreement.
- 6.3. All notifications deriving from this Agreement must be in written form and should be sent to addresses mentioned in the article 7 of this Agreement; whether they are changed, notifications should be sent by changed addresses.
- 6.4. By this the Depositor verifies that at the moment of signing this Agreement he/she received the Deposit Guide and got acquainted with all terms of accepting deposits by bank, recognizes them and undertakes to perform provisions specified in them.

The Depositor verifies that he/she received the principal terms of Converse Bank CJSC operations in available language, without unintelligible terms/expressions, and that he Bank fully described to the Depositor general deposit terms, communication possibilities between the Bank and the Depositor, the order of submitting demands to the Bank and the order of protecting the rights of the Depositor, as well as all other data specified by the RA CB Regulation 8/05, and the Depositor has fully understood the content of terms.

The Depositor also certifies that all information he/she has provided to the Bank is authentic and true, and that he/she undertakes to immediately inform the Bank in case of making any change.

- 6.5. All disputes and disagreements deriving from this Agreement are settled through negotiations, in case of failure they are to be settled in order fixed by Legislation of RA or by mediation of the Financial Ombudsman.

The Bank informs that has signed the Agreement of non-challenging decisions of the Financial Ombudsman judicially with regard to claims that do not exceed the amount of AMD 250,000 (two hundred fifty thousand) or the equivalent in foreign currency, and total sum of transaction doesn't exceed AMD 500,000 (five hundred thousand) or the equivalent in foreign currency.

- 6.6. Amendments and/or supplements to this Agreement should be performed in the same order as was signed this Agreement.
- 6.7. This Agreement is signed in 2/two/ equal copies. Each Party is given one copy.

**7. Addresses, Bank Details and Signatures of Parties**

BANK  
“Converse Bank” CJSC  
Republic Square, Yerevan,  
26/1 Vazgen Sargsyan

DEPOSITOR


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\_\_\_\_\_  
\_\_\_\_\_

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**NOTICE ON FINANCIAL OMBUDSMAN**

Please be informed that pursuant to the RA Law “On Financial Ombudsman” you are entitled to submit a claim of ownership regarding to financial services provided you by “Converse Bank” CJSC not exceeding the amount of AMD 10.000.000 /or the equivalent in foreign currency/ for consideration of the financial system conciliator/Financial Ombudsman/.