

# CHILD DEPOSIT AGREEMENT № .....

City ..... «.....» ..... 20

ARMECONOMBANK OJSC's .....  
hereinafter referred to as "the Bank, and .....

(name of the individual)

hereinafter referred to as "the Depositor", have signed this Agreement on the following:

## 1. SUBJECT OF THE AGREEMENT

1.1. In accordance with this Agreement, the Investor shall place a  
deposit with the Bank in the amount of .....  
.....  
(deposit amount in figures, words, and the currency)

to the benefit of a third person, .....  
.....  
(name, surname, patronymic, residential address, date of birth, date of birth certificate, passport data if available)

hereinafter referred to as "the Depositor", subject to repayment to the Depositor on the day following the date of his/her 18<sup>th</sup> anniversary. Before expiry of that term, the Investor shall exercise the Depositor's rights as set forth in this Agreement.

1.2. The Bank shall pay interest against the deposit in sizes, order and terms set by article 2 of this Agreement.

1.3. The placement of the Deposit, its repayment, and payment of interest on it shall be effected upon presentation of an identification document by the Depositor. The placement of the Deposit with the Bank shall be confirmed by a receipt document, and its withdrawal shall be confirmed by a withdrawal document (withdrawal note or other document) signed by the Depositor.

1.4. A bank-book shall be given to the Depositor upon his/her request, where the Bank shall indicate the Deposit balance as of the moment of the presentation of such bank-book.

1.5. By signing this Agreement the Depositor affirms that prior to the signing of this Agreement the Bank has provided him/her with a deposit information booklet (hereinafter referred to as "information booklet").

1.6. Depositor agrees to be provided with the mandatory information stipulated in RA Law on Attraction of Bank Deposits and account statement in the following language and manner

Armenian       English

a)  at the Bank premises .....  
(address)

b)  by mail .....  
(address)

c)  by e-mail .....  
(address)

d)  by other means of communication .....  
(please indicate)

.....  
(signature of the Depositor)

**Note:** The Depositor must select the preferred language and one of the means of communication with ✓ symbol, complete the address, mark the other unselected languages and options with Z and sign, which shall mean that Customer waives the right to communicate by other options.

1.7. The notification method mentioned in article 1.6 of this Agreement can be changed by the Depositor by submission of a written application to the Bank.

## 2. CALCULATION AND PAYMENT OF INTEREST ON THE DEPOSIT

2.1. The interests shall accrue on the Deposit balance at the annual interest rate of ..... % for actual days elapsed, on 365-day year basis, or 366-day year basis for leap years.

2.2. The Deposit shall bear the annual percentage yield at the rate of .....

2.3. Interests on the Deposit 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. Interests accrued on the Deposit shall be paid in Armenian Drams/given currency ( at the Depositor's request)\* twice a year, on the 10th day of January and 10th day of July and shall be added\*\* to the Deposit amount on which interests set forth by article 2.1 shall continue to accrue from the next day.

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 interests set by article 2.1 of this Agreement interests on the Deposit or a part thereof shall accrue and be paid\* at a rate fixed by the Bank for demand deposits at the time of receipt of such request. The interest calculated and paid by the Bank for demand deposit shall be 0 percent, unless other rate be set in Bank's Tariffs.

\* Interests accrued on foreign currency deposits shall be converted into Armenian Drams at the respective average exchange rate fixed in the currency market as announced by the Central Bank of RA on the date of payment.

\*\* Interests accrued on foreign currency deposits shall be converted into Armenian Drams at the respective average exchange rate fixed in the currency market as announced by the Central Bank of RA on the date of payment.

- 2.6. Should the Deposit not be withdrawn within the period indicated in article 1.1, this Agreement shall be deemed to be prolonged under terms set by the Bank for demand deposits.
- 2.7. In case of any decrease in interest rate for demand deposits stipulated in article 2.5 of this Agreement, the Bank shall apply it in 15 days following the notification of the Depositor of such a decrease.
- 2.8. Up to the 60th day before the expiry of the term mentioned in article 1.1 of this Agreement, the Depositor shall be allowed to add additional amounts to the Deposit, to which the interest rate stipulated in article 2.1 of this Agreement shall apply. No amounts may be added to the Deposit after the mentioned period.
- 2.9. The interests stipulated in article 2.1 of this Agreement are not subject to change in the period of the Deposit repayment mentioned in article 1.1 of this Agreement
- 2.11. Tax at size prescribed by RA legislation shall apply to the interests on the Deposit paid to the Depositor.

### 3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

#### 3.1. The Bank is liable to:

- 3.1.1. Accept the Deposit and repay it, pay interests as per the manner, size and terms set forth in this Agreement.
- 3.1.2. Ensure the confidentiality of the Deposit as prescribed by law.
- 3.1.3. Communicate with the Depositor as well as provide him/her upon his/her request with information subject to mandatory presentation to the Depositor as set forth in the Law of the Republic of Armenia on “Bank deposit attraction” in the manner stipulated in article 1.6 of this Agreement.
- 3.1.4. With periodicity of at least 30 days, provide the Depositor with a statement of the Depositor’s account in the manner stipulated in article 1.6 of this Agreement, except the cases when no debiting or crediting of such account occur within the reporting period.
- 3.1.5. Except for the frequency set by article 3.1.4, within a 5-day period after receipt of a request from the Depositor, provide him/her with a statement of account at a fee set in the Bank’s announced Fees and Commissions.

#### 3.2. The Bank is entitled to:

- 3.2.1. Charge the Depositor fees for the Deposit acceptance and maintenance at sizes fixed in the Bank’s announced Fees and Commissions and information booklet.
- 3.2.2. Effect the placement of the Deposit, its repayment, and payment of interests on it only upon presentation of an identification document by the Depositor.
- 3.2.3. Reject the power of attorney of other persons, should such not be composed in accordance with article 3.3.3 of this Agreement.

#### 3.3 The Depositor is liable to:

- 3.3.1. Submit an identification document to withdraw the Deposit and to receive interests accrued on it.
- 3.3.2. Pay the Bank for the Deposit acceptance and maintenance the amount of the fees fixed in the Bank’s announced Fees and Commissions and information booklet.
- 3.3.3. Certify the power of attorney of other persons notarially or by an authorization given by the Depositor personally in writing at the Bank premises, which must be composed explicitly and must enable to identify the person presenting such a claim.

#### 3.4. The Depositor is entitled to:

- 3.4.1. 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.
- 3.4.2. Add additional amounts to the Deposit under terms and conditions set forth in article 2.8 of this Agreement.

### 4. RESPONSIBILITIES OF THE PARTIES

- 4.1. Should the Bank fail or delay the fulfillment of its obligations for repayment of the Deposit or payment of interests thereon, the Bank shall pay a penalty for each day of non-performance at the size of 0.02 % of unpaid (non-repaid) amount.
- 4.2. The Bank guarantees the repayment of the Deposit by its assets.

### 5. MISCELLANEOUS

- 5.1 The procedure for placement and servicing of the Deposits, and the amount and payment procedure of payments related thereto are established by Deposit Information Bulletin and Bank’s Tariffs. The Tariffs constitute an integral part to this Agreement and are published at the Bank’s website ([www.acb.am](http://www.acb.am)) and at the Bank’s location. At Depositor’s request, the Tariffs shall be provided free of charge. The Bank may unilaterally make amendments to the Tariffs, which shall be effective in 15 days following the publication thereof at the Bank’s website and at the Bank’s (branches’) location should the Depositor indicate the Bank’s location in the manner of notification in article 1.6 of this Agreement or in his/her application or, should other manner be indicated, in 15 days following the notification made by the Bank in such manner. The Depositor confirms that he/she has been notified about the terms and conditions of guarantee of repayment of the deposits placed with the Bank.
- 5.2. This Agreement shall be effective upon placement of the Deposit with the Bank.
- 5.3. This Agreement shall be signed by at least three employees of the Bank and sealed with the round seal of the Bank.
- 5.4. In case of loss of the copy of the Agreement, another copy shall be given to the Depositor upon his/her request.
- 5.5. Any amendment to this Agreement shall be made upon mutual written consent of the Parties.
- 5.6. The Depositor may exercise defense of his/her rights in accordance with the existing law by applying to the financial system ombudsman or court.
- 5.7. This Agreement is executed in two copies, one copy for each Party.

### 6. REQUISITES AND SIGNATURES OF THE PARTIES

The Bank ARMECONOMBANK OJSC	The Depositor
Address..... Representative..... Letter of Attorney .....	..... Full name .....
----- signature	----- address
----- signature	----- ID details
----- signature	..... signature