

AMASEZERANO YA KONTI Y'IGIHE GITEGANYIJWE

Aya masezerano akozwe 13/05/2025 hagati ya:

IKIGO CY'IMARI	AB Rwanda Plc. Icyemezo cyo Numero y'isosiyete: 102802551 Aderesi: P.O. Box 671, Nyarugenge, Kigali, Rwanda Intara: Umujyi wa Kigali, Akarere ka Nyarugenge, Umurenge wa Nyarugenge, Akagari ka Kiyovu, St. no. 78, No. 15 Tel: +250788098300
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Na

Umukiriya	Irangamuntu(numero, nahoyatangiwe)	Isano
«CLIENT_NAME»	«ID_1»	«CLIENT_RELAT_1»
Konti 'nzigamira unyungukire'		«ACCOUNT_PF_CODE»
Numer ya Konti isanzwe		«ACCOUNT_CC_CODE»
Amafaranga ashyizwe kuri konti 'nzigamira unyungukire'		«AMOUNT_AND_CURRENCY»
Ijanisha ry' urwunguko	«INTEREST_RATE»%.....ku mwaka
Igihe cyo kwishyurwa		«MATURITY»
Itariki yo gutangira		«DATE_OPENING»
Itariki yo kurangiza		«DATE_FINI»
Amafaranga ashyizwe kuri Konti		«DATE_PAIE»
Ivugururwa ry'amasezerano		«TYPE_OF_RENOVATION»

1. IMPAMVU Y'AMASEZERANO

Umukiriya arifuza gufungura no kugira Konti 'Y'igihe giteganyijwe mu kigo cy'Imari Ikigo cy'Imari cyemeye kumufungurira no kumucungira Konti 'Y'igihe giteganyijwe kandi impande zombi zemeranijwe ku ifungurwa rya konti, kuyigira no kuyicunga hagendewe ku mabwiriza yumvikanyweho akurikira:

2. IFUNGURWA RYA KONTI N'IKORESHWA RYAYO Konti izafungurwa, igenzurwe kandi ikoreshwe hagendewe ku makuru yatanzwe n'Umukiriya n'izindi mpapuro za ngombwa zunganira zasabwe n'lkigo cy'Imari . Amakuru ndetse n'izindi mpapuro za ngobwa zatanzwe n'Umukiriya bigomba kuba ari byo kandi bizira amakemwa.

Konti izafungurwa, igenzurwe kandi ikoreshwe ku bw'umukiriya biturutse ku mabwiriza ye, ku cohoreza amafaranga abikijwe kuri konti isanzwe ajya kuri Konti 'y'igihe giteganyijwe.

Ikigo cy'Imari gifite izi nshingano :

- Gufungura Konti 'y'igihe giteganyijwe';
- Kohoreza amafaranga ava kuri konti isanzwe ajya kuri Konti 'y'igihe giteganyijwe'.
- Kohoreza amafaranga avuye kuri konti 'Y'igihe giteganyijwe igihe cyagenwe n'amasezerano kigeze.

Igihe cyo kwishyura amafaranga yabikijwe nikigera, Umukiriya ashobora;

- Kohoreza amafaranga yabikijwe ndetse n'inyungu kuri konti yatanzwe n'umukiriya, cyangwa hakaba,
- Kuvugurura amasezerano ya Konti 'y'igihe giteganyijwe'. Muri icyo gihe, amafaranga yabikijwe azavugururwa hakurikijwe igihe cyo kwishyura kimwe (ni ukuvuga kidahindutse) ndetse n'ijanisha ry'urwunguko rijyanye n'igihe cy'ivugururwa. Inyungu zituruka ku masezerano ya mbere, zishobora kongerwa ku ishyingu cyangwa zigashyirwa kuri konti yatanzwe n'umukiriya.

2.1. Impapuro z'imiterere ya Konti

Impapuro z'imiterere ya konti zizashyikirizwa Umukiriya azisabye. Amaze kwakira impapuro z'imiterere ya konti ye, Umukiriya azasoma yitonze izi mpapuro nuko niba hari icyo atumva cyangwa se aburana akigeze ku Kigo cy'Imari mu buryo bw'inayandiko mu gihe cy'icyumweru kimwe.

Umukiriya narangiza kwakira izo mpapuro, azasomana ubushishozi n'ubwitonzi. Aramutse atanyuzwe cyangwa atumvise ibikubiyemo yageza ikibazo cye ku Kigo cy'Imari mu buryo bwanditse mu gihe cy'icyumweru kimwe.

Igihe Ikigo cy'Imari kitagejejweho ikibazo kirebana n'impapuro z'imiterere ya konti mu gihe cy'icyumweru kimwe, uhoreye ku itariki urwo rupapuro rwatangiweho, hafatwako yemeje umukiriya kandi yemeye ko amakuru yahawе n'lkigo ari ukuri.

2.1.1. Imikorere ya Konti

Konti 'Y'igihe giteganyijwe igenewe gukoreshwa gusa ku mpamvu zo kugirango amafaranga yabikijwe agere igihe cyo kwishurwa yiyongereyeho inyungu ziri mu masezerano; bityo Umukirya ntabwo yemerewe gukora igikorwa cyo kubikuza cyangwa ikindi icyo aricyo cyose kuri yo, mbere y'igihe cyagenwe.

Ikigo cy'lmari izishyura inyungu kuri Konti y'igihe giteganyijwe. Ijanisha ku nyungu rizabarurwa hakoreshejwe amabwiriza mpuzamahanga mu gihe cy'iminsi 360. Izatangwa uhoreye ku munsi wa mbere nyuma yuko aya 'masezerano akyuye igihe..

Inyungu izabarwa uhoreye ako kanya ku munsi ukurikira itariki yo gutangira kubitsa amafaranga bwa mbere.

Inyungu ku mafaranga yabikijwe kuri konti yunguka zizahagarara ku itariki ya nyuma kandi Umukirya azemererwa gusa kubikuza amafaranga muri Konti 'Y'igihe giteganyijwe ku munsi ukurikira uwitariki isoza.

Umusoro wa 15% wishurwa kuri buri nyungu nkuko biri mu itegeko No. 16/2005 ryo kuwa 18/08/2005 Rigena Imisoro Itaziguye ku musaruro.

3. UBURENGANZIRA N'INSHINGANO KU MPANDE ZOMBI

3.1. Uburenganzira n'inshingano by' Ikigo cy'lmari .

Ikigo cy'lmari gifite inshingano zo gukoresha konti hagendewe ku mategeko n'amabwiriza ari mu Rwanda kimwe n'ibikorwa by'ikigo byemewe muri rusange bikurikiza na.

Ikigo cy'lmari ifite inshingano zo kubika no gucunga mu mutekano amafaranga ashizwe kuri konti.

Hagendewe ku itegeko, amakuru yose arebana n'umukirya, konti ndetse n'igikorwa cyaba gikorewe kuri konti, bizagirwa ibanga.

Ikigo cy'lmari kizishyura inyungu za konti hakurikijwe ibigaragazwa n'urutonde rw'ibiciro by' ikigo cy'lmari nkuko bisohoka buri gihe.

Ikigo cy'lmari ifite uburenganzira bwo gukoresha amafaranga ari kuri konti y'umukirya. Icyakora, Ikigo cy'lmari kigomba gutanga amafaranga mu gihe asabwe n'umukirya mu gihe cyagenwe n'aya masezerano.

Ikigo cy'lmari ifite uburenganzira bwo guhindura ibiciro byayo ku rutonde igihe icyo ari cyo cyose itabanje kubimenyesha umukirya.

3.2. Uburenganzira n'inshingano by'Umukirya

Umukirya azishyura amafaranga ya konti hakurikijwe uko urutonde rw'ikigo cy'lmari i rwayo mafaranga rubigaragaza uko rusohotse buri gihe..

Umukirya asabwa kumenyesha ikigo cy'lmari ku mpinduka yose yaba ibaye ku makuru yari yatanzwe mbere ku kigo mu gihe yicyumweru kimwe cyio mpinduka.

3.3. Kubikuza amafaranga mbere y'igihe giteganyijwe n'amasezerano

Umukirya afite uburenganzira bwo gusaba gufunga Konti 'Y'igihe giteganyijwe no kubikuza amafaranga abitse kuri konti ye mu gihe cyose yanditse asaba ifungwa ryayo.

AB Rwanda PLC.

Umukono: _____

Amazina: _____

Kubikuza igice cy'amafaranga yabikijwe ntibyemewe.

Ikigo cy'lmari kizashyira amafaranga kuri konti y'umukirya bitarenze umunsi yabisabiye.

Mu gihe habayeho kubikuza amafaranga mbere y'igihe cyumvikanyweho mu masezerano, inyungu zizabarwa ku buryo bukurikira:

- Iyo kubikuza bikozwe mu gihe cy'ighembwe cya mbere cy'igihe cyagenwe, hishyurwa gusa 50% by'inyungu.
- Iyo kubikuza bikozwe mu gihe cy'ighembwe cya kabiri cy'igihe cyagenwe, hishyurwa 70%.
- Iyo kubikuza bikozwe mu gihe cy'ighembwe cya gatatu cy'igihe cyagenwe, hishyurwa 80%.

Inyungu izabarwa uhoreye ku munsi ukurikira itariki y'itangira kugeza umunsi ubanziriza uwifungwa rya Konti 'Nzigamira Unyungukire'.

4. IGIHE AMASEZERANO AZAMARA

Aya masezerano azatangira kubahirizwa hagati y'impande zombi uhoreye umunsi yashyzweho umukono n'impande zombie kandi agomba gukomeza keretse hari impamvu igaragara yumvikanyweho muri aya masezerano.

5. AMABWIRIZA

Ikindi kintu cyose cyo kumvikanwaho hagati y'impande zombi kigomba gukorwa mu buryo bwanditse, bikamenyeshwa ikigo cy'lmari kandi hakizerwa ko byashyikirije ikigo, byatanzwe mu ntoki ku cycaro cyayo cyangwa kuri rimwe mu mashami yayo.

6. ANDI MATEGEKO AKORESHWA

Aya masezerano ashingira kandi yubahiriza amabwiriza ngenderwaho yose akoreshwra n'ikigo nk'uko azakomeza guhuzwa n'ibihe.

7. IBYUMVIKANWEHO BYOSE

Aya masezerano akubiyemo ibyumvikanweho n'impande zombi byose byanditse, ibindi byose bijyanje n'ubwumvikan, amasezerano cyangwa inshingano ariko bitanditse muri aya masezerano nta gaciro bifite, keretse amabwiriza gusa agenwa na Banki nkuru y'igihugu cyangwa se undi muntu ufite ububasha bwo gukemura amakimbirane hagati y'abagiranye amasezerano.

8. ITEGEKO RIGENGA AYA MASEZERANO

Aya masezerano azashyirwa mu bikorwa hagendewe ku mategeko y'u Rwanda kandi mu gihe habayeho impaka zitakemurwa mu buryo bw'ubwumvikan hagati y'impande zombi, impande zombi zizumvikanishwa hakoreshejwe ubatabera bw'inkiko zo mu Rwanda ku bibazo byose birebana n'aya masezerano.

Umwimerere w'ay'amasezerano wateguwe m'ururimi rw'icyongereza uhindurwa mu Kinyarwanda, igihe habaho kwitiranya insobanuro y'ijambo cyangwa se igika, hakwifashishwa ururimi rw'icyongereza.

Nyiri konti aremera ko yasomye, yuvise kandi yemeye ibikubiye muri aya masezerano.

Umukirya

Umukono: _____

Amazina: _____

TERM DEPOSIT ACCOUNT AGREEMENT

This Term Deposit Account Agreement (the "Agreement") is made and effective [DATE.....].

BETWEEN:

FINANCIAL INSTITUTION	AB Rwanda Plc. License No: 17 Certificate of Incorporation No: 102802551 Address: P.O. Box 671, Nyarugenge, Kigali, Rwanda Physical Address: Kigali City Province, Nyarugenge District, Nyarugenge Sector, Kiyovu cell, Street no. 78 Building No. 15 Phon+250788098300
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CLIENT(s)	ID	RELATIONSHIP
«CLIENT_NAME»		

Term Deposit Account	«ACCOUNT_PF_CODE»
Reference Account	«ACCOUNT_CC_CODE»
Deposit	«AMOUNT_AND_CURRENCY»
Interest Rate«INTEREST_RATE»%.per year
Maturity Period	«MATURITY»
Starting Date	«DATE_OPENING»
Finishing Date	«DATE_FINI»
Funds Available	«DATE_PAIE»
Renewal Option	«TYPE_OF_RENOVATION»

1. SUBJECT OF THE AGREEMENT

The account holder (hereinafter the Client) is desirous of opening, managing and maintaining a Term Deposit Account with AB Rwanda Plc (hereinafter the Financial Institution).

The Financial Institution has agreed and shall undertake to open, maintain and manage a Term Deposit Account (hereinafter the Account) for the Client for conducting transactions and holding demand deposits based on the Agreement entered into by the parties on the following terms conditions and understandings.

2. ACCOUNT OPENING AND OPERATIONS

The Account shall be opened, maintained and managed on behalf of the Client basing on the information supplied by the Client and the necessary required documentation in support thereof requested by the Financial Institution, which information and documents the Client shall warrant as being true and accurate.

The Account shall be opened, maintained and operated on behalf of the Client based on the instruction from the Client(s) to transfer the Deposit from the Reference Account to the Term Deposit Account.

The Financial Institution shall be responsible for:

- Opening an interest earning Term Deposit Account for the Client;
- Transferring of funds from the Reference Account held by the Client(s) into the Term Deposit Account; and

- Transferring of funds from the Term Deposit Account upon the maturity of the deposit.

Upon maturity of the deposit, the Client may either

- Transfer the Deposit and the accrued interest to the Reference Account; or
- Automatically renew the Term Deposit Account. In this case the Deposit will be renewed with the same maturity and with the interest rate valid at the time of renewal. Interest accrued during previous maturity can be added to the Deposit or transferred to the Reference Account.

2.1. Account Statements

The Financial Institution shall reflect all the transactions executed in the account in the account statement.

The Financial Institution shall make the Account Statements available for the Client(s) on request in document form or in any other agreed manner. The client (s) upon receiving an Account Statement shall carefully read their Statement and bring any complaints or queries thereof to the Institutional attention in writing within one (1) week after issuing the same.

Unless the Financial Institution receives such a query or complaint regarding an Account Statement within a time period of one (1) week of the date of that Account Statement, the Client(s) shall be deemed to have affirmed that the Account Statement is accurate

and the Financial Institution shall be entitled to assume that the Client(s) accepts that the Account Statement is accurate.

2.2. Account Operations

The Term Deposit Account is intended to be used only for the purpose of maturing the Deposit; the Client(s) will therefore not be entitled to make any cash or non-cash transactions.

The Financial Institution will pay Interest in the Term Deposit Account. The Interest Rate will be calculated using the International Standard method of 360 days. The crediting of the Interest will be performed on the first working day after the end day of the Term Deposit Agreement.

Interest will be calculated from the day immediately following the Starting Date of the initial deposit.

The accrual of interest on the funds in the Term Deposit Account shall end on the Finishing Date and in the ordinary course of events the Client(s) shall only be eligible to withdraw the funds in the Term Deposit Account the next working day after the Finishing Date.

Withholding Tax of 15% will be paid on every interest income as stipulated in the Law No. 16/2005 of 18/08/2005 on Direct Taxes on Income.

3.2 Rights and Obligations of the Client(s)

The Client(s) shall pay any relevant account fees/ according to the Institution's prevailing List of Tariffs as published from time to time.

The Client(s) shall keep the Institution updated and inform the Financial Institution of changes in any and all information previously provided to the Financial Institution within a time period of one (1) week of such change.

3.3 Early Withdrawal of Deposit

The Client(s) has (have) the right to request closure of the Term Deposit Account and early withdrawal of the Deposit at any time by filling out an application to close the Account.

No partial withdrawal of the Deposit shall be possible.

The Financial Institution will return the Deposit on the day of receipt of the Application to close the Account by transferring the deposit to the Reference Account.

In case of an early withdrawal the interest to be paid shall be calculated as follows:

- If withdrawal is made within the first trimester of the maturity, 50% of the interest accrued will be paid.
- If withdrawal is made within the second trimester of the maturity, 70% of the interest accrued will be paid.
- If withdrawal is made within the third trimester of the maturity, 80% of the interest accrued will be paid.

The accrued interest is calculated from the day following the Starting Date until one day prior to the early closing date of the Term Deposit Account.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Rights and Obligations of the Financial Institution

The Financial Institution bears responsibility for conducting operations through the Account in accordance with the laws and regulations in force in Rwanda as well as in accordance with the generally accepted banking practices which the Institution follows.

AB Rwanda Plc .

Signature: _____

Name: _____

The Financial Institution bears responsibility for the storage and safekeeping of the funds deposited in the Account. Within the limits of the law all information regarding the Client(s), the Account and any Account operations will remain confidential.

The Financial Institution shall pay interest in the account in accordance with terms in the List of Tariffs of the Institution as published from time to time

The Financial Institution has the right to use the funds in the Account held by the Client(s), nevertheless the Financial Institution at all times guarantees the pay-out of the funds in the account subject to the specific notice periods provided in this Agreement.

The Financial Institution shall be entitled to deduct fees for institution Operations from the balance of the Account held by the Client(s) at the time of the operation/transaction within the limits of the amount provided on the List of Tariffs.

The Financial Institution reserves the right to amend its List of Tariffs from time to time without prior notification to the Client(s).

4. TERMS OF VALIDITY

This Agreement once signed by both parties shall be effective and binding between the parties from its effective date and shall continue to subsist unless terminated by a recognised termination event as provided for in this Agreement.

Any notice or other communication required to be served under this Agreement shall be in writing addressed to the Financial Institution and shall be deemed to have been properly served to the Institution if delivered by hand to the at its registered office or to one of its operating branches.

5. OTHER APPLICABLE RULES

This Agreement is subject to and incorporates all the Institution's applicable laws, procedures and policies as shall be applicable from time to time.

6. ENTIRE UNDERSTANDING

This Agreement expresses the entire agreement between the client and the Financial Institution regarding this matter. This agreement can only be modified with another written agreement signed by both the client and Institution save for cases where it is automatically modified due to new imposed statutes or other compulsory regulation issued by the National Bank of Rwanda or other regulator. This Agreement shall be binding upon both the client and the Financial Institution and their representative heirs, legal representatives and successors in interest.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the Republic of Rwanda and in the event of any disputes which cannot be settled on an amicable or bilateral basis the parties consent to the exclusive jurisdiction of the Rwandan courts in all matters regarding this Agreement.

The Client(s) hereby acknowledge(s) to have read, understood and agreed with the provisions of this Agreement.

IN WITNESS WHEREOF the Financial Institution through its duly authorised representative(s) and the Client through its duly authorised representative(s) has /have caused this Agreement to be duly executed as an Agreement the day and year first above written.

Client

Signature: _____

Name: _____



KN 78 ST 15, P.O Box 671, Nyarugenge, Kigali, Rwanda

CONTRAT DE COMPTE À TERME

(ci-après le « Contrat ») est établi et prend effet le [DATE.....]

ENTRE :

INSTITUTION FINANCIÈRE	AB Rwanda Plc Numéro de licence : 17 Numéro de certificat d'immatriculation : 102802551 Adresse postale : B.P. 671, Nyarugenge, Kigali, Rwanda Adresse physique : Province de la Ville de Kigali, District de Nyarugenge, Secteur Nyarugenge, Cellule Kiyou, Rue n° 78, Immeuble n° 15 Téléphone : +250788098300
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ET

CLIENT(S)	N° D'IDENTIFICATION :	RELATION :
Nom du client : «CLIENT_NAME»	ID «CLIENT_ID»	«RELATION_CLIENT»

Compte à Terme	«ACCOUNT_PF_CODE»
Compte de Référence	«ACCOUNT_CC_CODE»
Montant du dépôt	«AMOUNT_AND_CURRENCY»
Taux d'intérêt«INTEREST_RATE»%.par an
Durée de maturité	«MATURITY»
Date d'ouverture	«DATE_OPENING»
Date d'échéance	«DATE_FINI»
Disponibilité des fonds	«DATE_PAIE»
Option de renouvellement	«TYPE_OF_RENOVATION»

1. OBJET DU CONTRAT

Le titulaire du compte (ci-après dénommé « le Client ») souhaite ouvrir, gérer et maintenir un Compte à Terme auprès de AB Rwanda Plc (ci-après « l'Institution Financière »).

L'Institution Financière accepte d'ouvrir, de maintenir et de gérer ce Compte à Terme (ci-après « le Compte ») au nom du Client conformément aux termes, conditions et engagements stipulés ci-après.

2. OUVERTURE ET GESTION DU COMPTE

Le Compte sera ouvert, maintenu et géré sur la base des informations fournies par le Client, accompagnées des documents requis, que le Client garantit exacts et véridiques.

Le Compte sera approvisionné par transfert des fonds depuis le Compte de Référence du Client.

L'Institution Financière est responsable de :

L'ouverture d'un Compte à Terme rémunéré pour le Client ;

Le transfert des fonds depuis le Compte de Référence vers le Compte à Terme ;

Le transfert des fonds à l'échéance du dépôt.

À l'échéance, le Client pourra :

Soit transférer le capital et les intérêts vers le Compte de Référence ;

Soit renouveler automatiquement le dépôt, selon les mêmes conditions de maturité, au taux d'intérêt applicable au moment du renouvellement. Les intérêts précédemment générés peuvent être ajoutés au capital ou transférés vers le Compte de Référence.

2.1. Relevés de Compte

L'Institution Financière enregistrera toutes les opérations dans un relevé de compte.

Le Client peut obtenir ce relevé sur demande, sous format papier ou autre forme convenue.



KN 78 ST 15, P.O Box 671, Nyarugenge, Kigali, Rwanda

Toute contestation sur le relevé doit être signalée par écrit dans un délai d'une (1) semaine. Passé ce délai, le relevé est réputé approuvé.

2.2. Opérations sur le Compte

Le Compte à Terme est exclusivement destiné au dépôt bloqué et ne permet aucune transaction.

Les intérêts sont calculés sur une base de 360 jours, à compter du jour suivant la date d'ouverture jusqu'à la date d'échéance.

Le crédit des intérêts s'effectue le jour ouvrable suivant l'échéance.

L'impôt sur le revenu (retenue à la source) de 15 % sera appliqué sur chaque intérêt généré, conformément à la Loi n° 16/2005 du 18/08/2005 relative aux impôts directs sur le revenu.

3. DROITS ET OBLIGATIONS DES PARTIES

3.1. De l'Institution Financière

Gérer le Compte conformément aux lois en vigueur au Rwanda et aux normes bancaires usuelles.

Assurer la confidentialité des données du Client et la sécurité des fonds.

Verser les intérêts selon les conditions de la grille tarifaire applicable.

Utiliser les fonds en respectant les conditions de préavis convenues, tout en garantissant leur disponibilité.

Prélever les frais convenus dans la limite de la grille tarifaire.

Réviser sa grille tarifaire sans notification préalable au Client.

3.2. Du (des) Client(s)

Régler les frais conformément à la grille tarifaire de l'Institution.

Informier l'Institution Financière de tout changement d'information dans un délai d'une (1) semaine.

Données à caractère personnel

Les données personnelles contenues dans ce contrat sont protégées conformément à la Loi n°058/2021 du 13/10/2021 relative à la protection des données personnelles et de la vie privée. Toute violation donnera lieu à réparation.

EN FOI DE QUOI, les parties ont signé le présent Contrat en double exemplaire, le jour et l'année mentionnés ci-dessus.

AB Rwanda Plc

Signature : _____
Nom : _____
Fonction : _____

Client

Signature : _____
Nom : _____
Pièce d'identité n° : _____