

## PUBLISHED CONTRACT FOR PROVISION AND MAINTENANCE OF THE MASTERCARD PAYMENT SYSTEM CARD

This published contract is considered signed between ARMSWISSBANK CJSC (address-RA, Yerevan c., V.Sargsyan 10, ITN: 02574955, C/N: 103002102509, RA CB, e-mail: info@armswissbank.am, phone: +374 60) 757 000, (+374 11) 757 000), hereafter also as the Bank, and Appendix 1 of this contract between the person who signed the Payment Card Application-Contract (hereinafter referred as the "Cardholder") from the moment the Cardholder signs the Appendix 1 of this contract - the Payment Card Application-Contract and from the moment the Bank makes a decision to issue a card to the Cardholder.

### 1. SUBJECT OF THE CONTRACT

- 1.1. Under this agreement, upon the presence of a positive decision of the bank, the Bank provides a payment card with the data filled in Appendix 1 for transactions for the person who has signed and filled out Appendix 1-the Cardholder, and in the name of the ardholder opens an account specified in Appendix 1 in the specified currency for mutual settlements on transactions made by payment card.
- 1.2. The funds on the Cardholder's account (including the credit line) can be used exclusively with the usage (consumption) of the payment card or its details (requisites). The payment card number may be changed in case of reissue of the payment card on any basis.
- 1.3. In the process of using the payment card by the cardholder, as well as in the case of reissuance of the payment card, the relationship between the bank and the cardholder is regulated by this Agreement and the rules of the payment card system.

### 2. CONCEPTS USED IN THE CONTRACT

The following concepts are used in the contract:

- **Parties:** When the Bank and the Cardholder mentioned together.
- **Payment Card or Card:** A plastic payment card of local payment systems "ArCa" and international payment systems "MasterCard", which is the property of the bank and is provided to the Cardholder for the purpose of receiving cash and making non-cash payments on the corresponding account opened and serviced by the bank:
- **Account:** A bank account opened and maintained in the name of the cardholder in the bank, which accounts for all card transactions and related transactions.
- **Tariffs:** Tariffs established and approved by the Bank, published for the purpose of providing and servicing cards, including special, modified and/or privileged tariffs established by a separate decision of the Bank.
- **Application-contract or application for the issuance of a payment card:** Application-contract containing the information necessary for issuing the card (Appendix 1).
- **Additional Card:** A card provided by the cardholder to an authorized person for use according to the cardholder's application. Operations on the additional card are carried out by an authorized person of the cardholder within the limits set by the cardholder, while the cardholder assumes full responsibility for those operations.
- **Card details (requisites):** Card number, validity period(s), cardholder's name and surname, as well as CVV or CVC code, embossed or otherwise depicted on the front and back of the card.
- **Payment limit:** An amount of funds (the balance of the card account and / or the total amount of the credit line (overdraft), with the exception of the non-reduced balance) within which the cardholder can receive cash and make non-cash payments.
- **Minimum card account balance:** The amount available on the card account set by the bank's tariffs, but not available to the cardholder, which, if necessary, serves to repay overspending or levy penalties, fines and other payments, which is returned to the cardholder after the card account is closed by the cardholder.
- **Overspending:** Use of an amount exceeding the funds available to the cardholder.

- **Certification of the transaction:** permission or confirmation issued by the bank to make a transaction by the card.
- **For personal identification (PIN code)** A code identifying the cardholder, which is used by the cardholder when making transactions by the card in cases provided by the Rules of payment and settlement systems.
- **Transaction:** Any non-cash card payment, including utility bills, transfers, as well as cash receipt operations.
- **Settlement documents :** paper or electronic documents that serve as the basis for debiting or crediting an account for transactions carried out with the use (consumption) of the card or its details (requisites).
- **Suspension (blocking) of the card:** temporary or final refusal of a request for certification of any transaction to a card with this number.
- **Extract:** Report prepared by the bank on transactions carried out and credited by the card/additional cards during the reporting month.
- **Credit line or overdraft:** Funds (credit) provided by the card in accordance with the terms and conditions of lending established by the Bank, according to the terms of a loan agreement separately concluded with the cardholder.
- **Stop-list:** A list maintained by international payment systems, where the numbers of stolen payment cards are placed at the request of the Cardholder or the Bank, in order to prevent transactions through them

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 3.1. The cardholder has the right to:

- 3.1.1. Use the card as a means of payment for making transactions.
- 3.1.2. Apply to the Bank for additional cards, to suspend additional cards by notifying in written form about their closure and returning them to the Bank. Moreover, after receiving a notice of closure, the Bank is not responsible for uncertified transactions made with Additional Cards, if they are not returned to the Bank
- 3.1.3. Receive from the bank a monthly extract on transactions made by the card and/or additional cards.
- 3.1.4. Instruct the bank to suspend and/or cancel the card/additional cards.
- 3.1.5. Order and receive a new card / additional cards instead of expired ones.:
- 3.1.6. For reasonable reasons and in accordance with the rules of the ArCa/MasterCard payment systems, to protest any transaction reflected in the extract by submitting a written appeal in accordance with the procedure established by the Bank within the time period established by the legislation of the Republic of Armenia and the rules of the ArCa/MasterCard payment systems. In case of non-receipt of the appeal of transactions reflected in the extract within the specified period, these transactions are considered accepted by the cardholder and are no longer subject to appeal.
- 3.1.7. Depositing funds to the account both personally and on his behalf, through a third party, non-cash or in cash.
- 3.1.8. Terminate this Agreement by notifying the Bank in written form at least 15 (thirty) days in advance and paying off existing obligations to the Bank.

#### 3.2. The cardholder undertakes to:

- 3.2.1. To open a card, submit to the bank all the necessary documents in accordance with the list established by the Bank, as well as provide the bank with reliable information about themselves or their authorized person.
- 3.2.2. Carry out transactions only within the account balance (credit limit), cashing out and payment limits.
- 3.2.3. Pay to the Bank all fees, penalties and fines related to card/additional card and account service arising from the Agreement and from the payment card service tariffs approved by the Bank, in accordance with the rules and regulations of the ArCa/MasterCard payment systems.
- 3.2.4. In case of overspending of funds within one month, repay the amount of overspending and the accrued penalty.
- 3.2.5. In case of termination of the card within 10 calendar days, transfer it to the bank.
- 3.2.6. Return the expired or cancelled card to the bank.
- 3.2.7. In case of loss of the card/additional cards or suspicion of its details and/or PIN-code becoming accessible to other persons, immediately notify the Bank and suspend the Card. After the suspension of the card, the bank is responsible for any certified transactions. The suspension of the card can be carried out orally using the card password or by submitting a written application.

- 3.2.8. After informing the Bank about the loss, theft, forgery (or suspicion) of the card, the Cardholder bears the responsibility for the transactions made with the card that do not require authentication, including transactions made on the Internet. In order to make it possible to appeal transactions made without certification, based on the appropriate application of the Cardholder, the Bank includes the card in the upcoming Stop-list in accordance with the Bank's tariffs within the period specified by the rules of the same payment system.
- 3.2.9. Assume financial responsibility for all Transactions not authorized and/or not carried out by him/her with the Card/Additional Cards, unless the Card has been suspended.
- 3.2.10. Assume financial responsibility for Transactions made with the Card/Additional Cards without certification and/or, if necessary, submit a written application to the Bank to prevent the submission of Transactions with the Card without certification (by hand, e-mail, fax), clearly indicating whether according to the MasterCard international payment system in which regions of the world of regional separation and for what period it wants to prevent the submission of all Transactions carried out with the Card. At the same time, the minimum period of prevention of submission of all Transactions carried out with the Card/Additional Cards is 2 (two) weeks, starting from the Saturday of the working week of receiving the application within 2 (two) weeks.
- 3.2.11. Return the previously lost Card/Additional Cards to the Bank if found.
- 3.2.12. Not to appeal the transactions carried out by entering the PIN-code on the grounds of not allowing and/or not implementing them.
- 3.2.13. Notify the Bank within a reasonable period of time about changes in phone number, work, place of residence and other previously provided information.
- 3.2.14. To inform the Bank about his decision to implemet a temporary reissue of the Card/Additional Cards one month before the expiration of the Card/Additional Cards
- 3.2.15. During transactions, upon the request of the service employee, submit an identity document.
- 3.2.16. In case of dissatisfaction with the quality of the goods/services purchased at the trade/service points and/or not receiving the goods/services at all, request the provision of good quality goods/services from the corresponding point and only after that apply to the Bank for the appeal process of the paid amount to get started.
- 3.2.17. At the request of the Bank, compensate all the expenses incurred by the Bank in connection with the recovery of the appealed amount.
- 3.2.18. Not to transfer the Card/Additional Cards and PIN code to third parties.
- 3.2.19. Not to demand from the bank compensation for possible losses caused by the fluctuation of foreign exchange rates during the period of execution of Transactions and actual crediting to the card account.
- 3.2.20. Agree to the exchange rates established by payment systems used in the settlement of transactions made at service points owned by other banks, as well as to the Bank's exchange rates used in the settlement of transactions made at service points of the bank.
- 3.2.21. To return the funds mistakenly entered into the Account by the Bank no later than within 2 (two) working days, counted from the moment when the fact of the erroneous entry was discovered or the Bank's written request was received.
- 3.2.22. Upon receiving the card, immediately sign the relevant documents provided by the Bank regarding the receipt of the Card and PIN-code, as well as in the special field provided on the back of the Card and prevent it from being used by third parties in the future: the Card and PIN-code always keeping them under his direct possession and use, moreover, not to give the Card and/or PIN-code to other persons, and in case of giving them, bear responsibility for the transactions made with the Card.
- 3.2.23. Strictly observe the rules and comply with the provisions of this Agreement.

### **3.3. The Bank has the right to**

- 3.3.1. Check the cardholder's solvency and personal data by any legal means.
- 3.3.2. Reject any application for reissue of the card without explaining the reasons to the Cardholder.

- 3.3.3. On the basis of the relevant decision received by the Eligible state authorities, according to the legislation of the Republic of Armenia, suspend the card/additional cards.
- 3.3.4. In case of violation by the cardholder of the provisions and rules of this Agreement, suspend the card / additional cards and, without prior notice, pay off the overdue debts incurred by the card from the deposit/current accounts opened in the Bank and in case of their insufficiency, take measures aimed at paying off the debts, defined by RA legislation, by entering the name of the cardholder in the list of unscrupulous cardholders of the system.
- 3.3.5. In case of suspension of the card, suspend all the additional cards as well.
- 3.3.6. To charge from the account անսկզբնական կերպով`
- amounts entered into the Account by mistake,
  - payments, penalties and fines stipulated by this Agreement, tariffs and rules of the bank,
  - In accordance with the legislation of the Republic of Armenia, the amounts to be charged on the basis of a decision received by the competent state authorities,
  - The amount required to replenish the minimum balance on the card account,
  - Amounts of transactions made by means of a card/additional cards, based on Mutual Settlement documents received from payment systems,
  - All taxes stipulated by the legislation of the Republic of Armenia and applicable in this case,
  - amounts of transactions made with violation of this Agreement and the rules,
  - if necessary, the expenses incurred for repayment of the Cardholder's obligations to the Bank. for carrying out work for searching the cardholder
  - Expenses incurred for repayment of the Cardholder's obligations to the Bank.
- 3.3.7. In case of overspending of funds and their late repayment by the cardholder, suspend the card and collect with an acceptance-free method the required amount from the minimum balance on the card account, as well as charge penalties and fines according to the bank's tariffs.
- 3.3.8. To charge fees, fines and penalties related to the service and provision of the card/additional cards in accordance with this Agreement and the bank's tariffs.
- 3.3.9. To carry out all necessary currency conversions related to the implementation of mutual settlements, while possible financial losses of the cardholder from currency fluctuations in the period between the actual date of the transaction and the date of the offset of the transaction cannot be a subject of appeal.
- 3.3.10. Reject the appeal filed by the cardholder for a non-cash transaction if the amount for this product or service was paid by the card partially or through several transactions.
- 3.3.11. Reject the appeal of the transaction made by the card, if the transaction was made using a PIN code.
- 3.3.12. Refuse the appeal of the amounts stolen as a result of card forgery or a use by third parties, if a refund is not possible in accordance with the rules of the ArCa / MasterCard payment systems.
- 3.3.13. Unilaterally change the current tariffs and rules of the bank by notifying the cardholder, sending it by e-mail and/or posting it on the bank's website and/or in other ways.
- 3.3.14. If the cardholder fails to appear at the bank within one month after the expiration of the card, close the card account.
- 3.3.15. In case of refusal of the card, do not refund the cardholder the card service fee.

3.4. **The Bank undertakes to:**

- 3.4.1. Issue the card to the cardholder within 4 (four) banking days from the date of satisfaction of the application. Reissue of the card in accordance with the established procedure within the same period.
- 3.4.2. In case of refusal of the card, return to the cardholder the minimum balance on the card account and the accrued interest.
- 3.4.3. In case of refusal of the card, return to the cardholder the minimum balance on the card account and the accrued interest.
- 3.4.4. Provide the Cardholder with an extract every month in accordance with the procedure agreed with the cardholder.
- 3.4.5. To deposit the amounts to the account no later than on the banking day following the day of crediting the amount to the bank's cash desk, in case of cash entry, or no later than on the banking day following the day

of crediting the amount to the bank's correspondent account, following the day of crediting the amount to the bank's cash desk, in case of non-cash entry.

- 3.4.6. In accordance with the established procedure, to accept applications of the cardholder for appealing transactions and to initiate all the procedures to protect the interests of the cardholder in accordance with the rules adopted by the ArCa / MasterCard payment systems.
- 3.4.7. To repay the debt incurred on the card account with an acceptance-free method from the funds of all types of accounts opened by the cardholder in the Bank.
- 3.4.8. After receiving a notification from the Cardholder about the loss of the card, suspend the card. The Bank is responsible for the illegal use of the lost card only for receiving notification of the loss and only for the transactions certified by the Bank after it.
- 3.4.9. To accrue an interest to the account according to the bank's tariffs and its internal legal acts.
- 3.4.10. In accordance with the procedure established by the legislation of the Republic of Armenia, to keep the confidentiality of this Agreement.

#### **RESPONSIBILITY OF THE PARTIES**

- 4.1. The Cardholder is responsible for non-fulfillment and/or improper fulfillment of his obligations provided by this Agreement and the rules.
- 4.2. The damage caused by the cardholder to the Bank as a result of improper performance of his obligations under this Agreement and the rules is subject to a full compensation.
- 4.3. The Bank is responsible for maintaining the confidentiality of all the information related to the cardholder, the card and transactions, in accordance with the legislation of the Republic of Armenia, this Agreement and the Rules.
- 4.4. The Bank is not responsible for conflictual situations that have arisen beyond its control, which are related to non-acceptance of the Card/Additional cards by the service points of other banks, failure of the software and technical devices belonging to it or other banks (ATMs and terminals), as well as for the non-receipt of Statements due to software failures in automated sending of Statements.
- 4.5. The Bank is not responsible for all those cases, when the Cardholder did not take preventive measures and did not immediately inform The Bank about the non-execution of the transaction made by himself after the Bank had immediately informed the Cardholder via SMS about the transaction made with the Card.
- 4.6. If the SMS service regarding inputs and outputs from the card account is activated, the bank is not responsible for the shortage of SMS to the phone number provided by the cardholder and for losses or losses incurred by the cardholder as a result of this for reasons beyond the control of the bank.
- 4.7. The Bank is not responsible for the impossibility of making a transaction through websites that have a 3D Security system on the Internet (Internet), if the cardholder did not contact the bank to activate the short message service (SMS), or applied, but provided an invalid phone number, or this service is activated, but at the time of sending the short message the phone number is in an unavailable state, or if a short message has not reached the cardholder due to the action or inaction of a third party or for any other reason beyond the control of the bank.
- 4.8. Benefits and services provided to World Elite™ Mastercard® cardholders, including insurance, are provided and served by Mastercard® and/or partners cooperating with it. The Bank is not responsible for the completeness and quality of the services and benefits provided by Mastercard® within the World Elite™ card maintenance framework.

#### **4. OTHER CONDITIONS**

- 5.1. This Agreement comes into force from the moment the bank makes a positive decision to satisfy the application and is valid until the obligations of the parties are fully fulfilled.
- 5.2. The obligations of the parties under this agreement are legally binding for the legal successors of the parties.
- 5.3. Termination of the contract can be carried out at the request of each party. At the same time, the cardholder may terminate the agreement by notifying the bank in a written way, fully fulfilling his obligations to the bank and returning the card to the bank after making all settlements of the transactions made by the card.

## **NOTIFICATION**

## ON CONDITIONS AND REGULATION OF DEPOSIT REIMBURSEMENT GUARANTEES

ATTENTION: Before signing Deposit agreement, please read the provisions of this document.

Your deposit reimbursement guarantor is the Deposit Guarantee Fund (hereinafter the Fund).

Fund address: 0010, Yerevan, 15 M. Khorenatsi, Elite Plaza business complex, office 2-A5

Tel: (+374 10) 58-35-14

Website: [www.adgf.am](http://www.adgf.am)

All definitions used in this notification comply with the RA Law “On guarantee of remuneration of Bank deposits of physical entities”.

### **CASE OF REMUNERATION**

Your guaranteed deposit is subject to remuneration in the following cases:

1. When the bank is recognized insolvent based on the legislation of the Republic of Armenia and when the Board of the Central Bank of the Republic of Armenia (hereinafter referred to as the Central Bank) confirms the fact of disability of the bank to refund the deposits within the timeframe set by law and contracts, or
2. When the bank is recognized bankrupt based on legislation of the Republic of Armenia (hereinafter referred to as the insolvent bank)

### **MAXIMUM AMOUNT AND CALCULATION OF THE GUARANTEED DEPOSIT**

The order of calculation guaranteed deposit is set by the resolution of the Board of the Central Bank of the Republic of Armenia.

ATTENTION: All your dram denominated deposits with the same bank are considered as one dram denominated deposit, with the exception of non-guaranteed deposits, and all foreign currency denominated deposits with the same bank are considered as one foreign currency deposit, with the exception of non-guaranteed deposits.

In case your deposit is formed as a result of joining of one or more banks, than each deposit in each joining bank is treated as a separate banking deposit in the manner stipulated by Law.

The guaranteed deposits amounts are as follows:

Currency structure of the deposit	If you hold only a dram denominated bank deposit with the insolvent bank	If you hold only a foreign currency denominated bank deposit with the insolvent bank	If you hold both dram and foreign currency denominated bank deposit with the insolvent bank	
			with the dram deposit amount exceeding 7 million AMD	with the dram deposit amount being less than 7 million AMD
Maximum amount of a guarantee of the deposit	16 million AMD	7 million AMD	16 million AMD (only a dram denominated deposit will be guaranteed)	7 million AMD (dram denominated bank deposit will be guaranteed entirely, and a foreign currency denominated bank deposit – for the difference between seven million Armenian drams and the remunerated dram denominated bank deposit)

If you hold an individual bank deposit with the insolvent bank and at the same time you are an owner of a joint bank deposit with the same bank, the guaranteed deposit shall be considered the sum of individual bank deposit and own portion of the joint bank deposit in the amount and according to the procedure defined by the Law.

If you hold a problematic liability to the insolvent bank, the remuneration amount shall be the positive difference between the bank deposit and the problematic liability. The problematic liability is the one which principal amount (or the part of it) or interest/s are overdue for more than 90 days.

A joint deposit of two or more depositors is treated as an individual bank deposit of each of the parties, apportioned according to the deposit contract. In the event the contract does not apportion the amounts of the joint bank deposit, it shall be divided among the depositors equally.

Guaranteed bank deposits will be paid only in AMD. The dram equivalency of a foreign currency denominated bank deposit is determined using average exchange rate formed in the currency market published by the Central Bank as of the date of the event of remuneration.

Your bank deposit is not be reimbursed, if as of the day of the event of remuneration the amount of the deposit is less than 1000 Armenian drams.

**NOT GUARANTEED BANK DEPOSIT**

Your deposit is not guaranteed if:

- a) You are a manager of this Bank and (or) a member of his/her family,
- c) You are a party holding a significant participation in this bank and (or) a member of his/her family,
- d) You, as a owner (co-owner) of the deposit have waived ownership over your share,
- e) Your deposit has been recognized as criminally obtained funds by Law and other regulations, unless the opposite is not proved by you.
- f) Your deposit has been invested in the given Bank at a rate at least 1.5 times higher than the interest rate on similar bank deposits specified in the offer to sign a public contract by that bank.
- g) Your deposit is invested at the Branches of the Bank established outside RA, as well as in the branches of foreign Banks established in RA.

Regardless deposit currency, remuneration is realized in AMD per to the rate defined by the Central bank of Armenia for that day.

**ARRANGEMENT AND TIMELINE OF REMUNERATION OF GUARANTEED DEPOSIT**

During 3 working days after the deposit remuneration event the Fund announce about that. In a month after the deposit remuneration event the Fund starts to implement your deposits remuneration through the insolvent or other bank. The process starts after giving an appropriate announcement in mass media by the Fund. You can submit an application to the Bank implementing remuneration of the guaranteed deposit not later than during 3 years after the remuneration process initiation. If you do not submit during that period the Fund will not reimburse your guaranteed deposit. The fund shall reimburse during 3 working days after receiving the appropriate submission, except in cases stipulated by Law.

**Per to the amount and regulation defined by the RA Law “On guarantee of remuneration of Bank deposits of physical entities” the moment of the investing the deposit is considered:**

Guaranted deposit

Not guaranteed deposit

**Deposit contract number or other liability details**

<p>CARDHOLDERS</p> <p>-----</p>	<p>BANK</p> <p>ARMSWISSBANK CJSC</p> <p>Vazgen Sargsyan 10, Yerevan 0010,</p> <p>Tax code 02574955</p> <p><i>Tel: (+374 60) 757-000, (+374 11) 757-000</i></p> <p><i>Website: www.armswissbank.am</i></p> <p>Deputy CEO</p> <p>G. Khachatryan</p> <p>-----</p>
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