

CONTRACT N *******

on provision and servicing of Visa international payment system cards

"Unibank" OJSC (legal address: 12 Charents Street, No. 53, No. 1-5, Yerevan, RA) hereinafter referred to as the "Bank", represented by Mesrop Hakobyan, Chairman of the Executive Board, who is acting on the basis of the Bank's Charter, on the one hand, and citizen *************, hereinafter referred to as the "Cardholder"(**************************, issued by ********************, on the other hand, concluded the present Contract on the following:

1. General Provisions

1.1 Terms used in the present Contract:

Visa card - a card owned by the Bank, which is temporarily provided to the Cardholder for the purpose of making payments and receiving cash funds from their card account in the Visa International Payment System network.

Cardholder - a natural person entitled to use the Card based on the Contract concluded with the Bank.

Payment limit - funds within which the Cardholder can make payments.

Card account - a bank account opened in the Cardholder's name and serviced by card.

1.2 The Bank shall issue:

Visa Digital plastic cards that operate in the Visa International Payment System.

1.3 The cards shall be provided and serviced in accordance with "Unibank" OJSC's " VISA card issuance and service terms and rates"/see the link: https://www.unibank.am/en/service/rates/.

2. Subject of the Contract

2.1 The present Contract shall regulate the relations between the Bank and the Cardholder during the latter's use of the Bank cards as a means of payment.

3. The Bank's Rights and Obligations

3.1 The Bank has the right to:

- 3.1.1 Allow the Cardholder to make non-cash payments with the card (confirmation), if the required amount, including the charged commission fees, does not exceed the payment limit.
- 3.1.2 Prematurely waive the obligations set forth in the present Contract in cases set forth by the legislation or in cases of violation of the provisions under the present Contract by the Cardholder, by notifying the latter of this decision 10 days in advance via a special notification letter.
- 3.1.3 Change the card issuance and service tariffs by notifying the Cardholder 10 days in advance.
- 3.1.4 Charge card issuance and servicing fees and commissions from the Cardholder's card account /see the link: https://www.unibank.am/en/service/rates/.

3.2 The Bank shall:

- 3.2.1 Open a card account ********** based on the Cardholder's application.
- 3.2.2 Ensure due card servicing.
- 3.2.3 Pay interest on the balance of the Cardholder's card account in accordance with the Bank's "VISA card issuance and service rates" /see the link: https://www.unibank.am/en/service/rates/.
- 3.2.4 In the event of the Cardholder's complaint regarding the accuracy of the account balance, execute mutual settlement with the Cardholder and in case of detection of inaccuracy caused by the Bank's fault, provide an answer to the Client regarding the inaccuracy within 2 banking days and correct it as soon as possible.

4. The Cardholder's Rights and Obligations

4.1 The Cardholder has the right to:

- 4.1.1 Make non-cash payments by card at commercial and service points of the VISA payment system.
- 4.1.2 Within 120 calendar days following the receipt of the account statement, file a written appeal in relation to the transactions indicated in the statement.
- 4.1.3 Prematurely withdraw from the present Contract if the Bank violates the terms thereof.



- 4.1.4 Receive their account statements and other information subject to mandatory provision, specified in Article 9, Clause 1 of the RA Law "On Attracting Bank Deposits":
 - V Electronically: ************
 - By post:
 - o In the Bank premises in person:

4.2 The Cardholder shall:

- 4.2.1 Make payments in accordance with the Bank's VISA international plastic card issuance and service rates provided for in Clause 1.3.
- 4.2.2 Comply with all the terms of the card use.
- 4.2.3 Not exceed the payment limit of the card.

5. Validity term of the card

5.1 The card shall be valid until **********. Its validity period is indicated on the front part of the card.

6. Other terms

- 6.1. The Bank shall guarantee the confidentiality of information about the Cardholder, as well as about the operations performed by the latter.
 - Such information can be provided to a third party only in cases provided by the current legislation, in accordance with the Law of the Republic of Armenia "On Bank Secrecy".
- 6.2. Disputes arising between the parties in relation to the present Contract shall be settled at the Client's discretion by selecting exclusively one of the options below using the "V" sign;
- V the settlement of all disputes shall be submitted to the Permanent Arbitration Court of "Optimus Lex" Company, hereinafter also referred to as the *Arbitration Court*, in which the case examination shall be conducted in accordance with the Law of the Republic of Armenia "On Commercial Arbitration" and the Arbitration Court Regulations. The Cardholder shall confirm that they have received the summary information of the client's rights and responsibilities during the arbitration proceedings. The Arbitration Court Regulations are published on the Company's official website at www.optimuslex.am. The Parties stipulate that the Arbitration Tribunal is established in accordance with the Arbitration Court Regulations. The dispute shall be examined on the basis of written materials, without conducting oral examination, except for the cases provided for by the "Arbitration Court Regulations" in accordance with the provisions of the substantive law of the Republic of Armenia. The language of arbitration proceedings is Armenian, the seat of arbitration is Yerevan, RA,
- o or in compliance with the judicial procedure established by RA legislation.
- 6.3. In case of change of the address, status of any of the parties to the present Contract or other contract-related changes, the other party shall be immediately informed.
- 6.4. Any provision of the present Contract may be modified only by the written consent of the Parties.
- 6.5. I confirm that the e-mail address specified in Clause 9 of the present Contract is my personal e-mail address and I agree that all notifications regarding the bank account opened under the present Contract be sent to the address below.
- 6.6. The Bank shall not be held responsible for the conflict situations beyond its control.

7. Force Majeure

- 7.1. The Parties shall be exempt from responsibility for partial or full non-fulfilment of the obligations under the present Contract, if the non-performance resulted from the effect of force majeure that emerged following the conclusion thereof and that neither of the Parties could either foresee or prevent. Such situations include earthquakes, floods, wars, declaration of military and emergency situations, political turbulences, strikes, cessation of communication means, acts by state bodies and other circumstances which render the fulfilment of obligations under the present Contract impossible. Where force majeure persists for more than 3 (three) months, each Party has the right to rescind the Contract by giving a prior notice to the other Party.
- * The following shall be considered as confirmation of the fact of a statement receipt:
- a) In case of postal delivery, a copy of the Client-signed receipt,
- b) In the case of provision of the statement in the Bank's premises, the Client's signature in the register,
- c) The presence of sent information in the appropriate section of the Bank's email address.

8. Parties to the Contract

BANK CARDHOLDER



"Unibank" OJSC

12 Charents Str., No 53,

No 1-5, Yerevan, RA

Chairman of the Executive Board

Mesrop Hakobyan

Signature

LC

name, last name					

address					

passport data					
Telephone number: **********					
E-mail: *********					
Signature					



ATTENTION: Before signing the deposit agreement, please familiarize yourselves with the provisions of the present document. The Deposit Guarantee Fund (hereinafter referred to as "the Fund") is the guaranter of your deposit reimbursement.

The location of the Fund: 15 M. Khorenatsi Street, Elite Plaza Business Centre, 0010 Yerevan, Republic of Armenia

Telephone: +374 (10) 58 35 14 Website: http://www.adgf.am/

All the definitions within the present Notification are in compliance with the definitions of the Law of Republic of Armenia "On Guarantee of Compensation for the Banking Deposits of Physical Persons" (hereinafter referred to as "the Law").

Compensation event

Your guaranteed deposit shall be subject to compensation in the following cases:

- 1. If, in compliance with the procedure established by the legislation of Republic of Armenia, the Bank is recognized as insolvent and the fact of incapacity to repay the deposits within the terms defined by the agreements and the law is approved by the Board resolution of the Central Bank of Republic of Armenia (hereinafter referred to as "the Central Bank"); or
 - 2. If, in compliance with the procedure established by the legislation of Republic of Armenia, the Bank is recognized as bankrupt (hereinafter referred to as "the Insolvent Bank").

The Maximum Amount and the Calculation Procedure of the Guaranteed Deposit

The calculation procedure of the guaranteed deposits is established by the Board Resolution of the RA Central Bank No. 261-N as of 26 August 2008.

All your deposits in Armenian drams within the same Bank shall be deemed as a single deposit in Armenian drams, except for the unguaranteed banking deposits, and all your deposits in foreign currency within the same Bank shall be deemed as a single deposit in foreign currency, except for the unguaranteed banking deposits.

The following payout limits shall be applicable for the guaranteed deposits:

The Currency	If you have a deposit only in	If you have a deposit only in		oth in Armenian drams and in foreign	
Structure of the Deposit	Armenian drams within the same bank	foreign currency within the same bank	If the deposit in Armenian drams is more than 7 million	If the deposit in Armenian drams is less than 7 (seven) million drams	
The maximum amount of the deposit guarantee	16 (sixteen) million Armenian drams	7 (seven) million Armenian drams	16 million RA drams (only the deposit in Armenian drams is guaranteed)	The deposit in Armenian drams is fully guaranteed and deposit in foreign currency is guaranteed in the amount of the difference between 7 (seven) million Armenian drams and the guaranteed deposit in Armenian drams	

If you have separate banking deposit in the insolvent bank and at the same time you are an owner of joint banking deposit within the same bank, you are guaranteed for the sum of your separate banking deposit and your portion of the joint banking deposit - in accordance to the procedure and the amount stipulated in the Law.

If you have an obligation towards the insolvent bank, the compensated amount shall be calculated based on the positive difference between your banking deposit and the obligation, in an amount and manner established by the Law.

The joint banking deposit of two or more depositors shall be considered a separate deposit of each depositor in the amount of share established by the Contract. If the shares of the depositors of the joint banking deposit are not established by the Contract, the joint deposit shall be equally divided between the depositors.

The banking deposit shall be compensated only in Armenian drams. The dram equivalence of the banking deposit in a foreign currency shall be determined by the currency market average exchange rate published by the Central Bank on the day the compensation event has occurred.

Your banking deposit shall not be compensated if the deposit is less than 1000 Armenian drams as of the date of the compensation event occurrence.



- a) you are the bank manager and (or) the latter's family member,
- b) you are a significant participant in the respective bank and (or) their family member,
- c) you, as an owner (co-owner) of the deposit have waived your ownership right to the respective share of the deposit,
- d) your deposit has been qualified as proceeds generated from criminal activity unless you prove otherwise,
- e) your deposit has been placed with the respective bank at an interest rate exceeding 1.5 times the interest rate stipulated by the public agreement of the bank for similar deposits,
- f) your deposit is placed with a branch of the respective bank established outside the Republic of Armenia.

The procedure and terms on compensation of the guaranteed deposits

Within three days following the day of the compensation event, the Fund shall publish the announcement on the compensation event. Within thirty days following the day of the compensation event, the Fund shall start the process of compensation of your deposits through the insolvent bank or any other bank.

The process begins from the moment the Fund publishes an additional announcement regarding compensation in the mass media. You may file a written claim no later than within a one-year period following the day of the compensation event. In the event of non-submission of a written claim within the mentioned period, the Fund shall not compensate your guaranteed deposit.

The Fund shall pay the compensations claimed by the depositors within three months following the submission of the written claim except for the cases stipulated by the Law.

After the compensation of the guaranteed deposit your monetary claim against the insolvent bank shall be deemed to be satisfied in the repaid amount. Any outstanding amount exceeding the maximum compensation limit shall be deemed the liability of the insolvent bank to you.

Your bank deposit at the time of placement shall be deemed as the following, in the amount and manner prescribed by Law:

Guaranteed deposit (in case of joint deposits where the bank deposits of one or more of the joint depositors are not consider guaranteed deposits, indicate the guaranteed amount of the total deposit in percentage).	ered V
Unguaranteed deposit	
Depositor: ************************************	
Passport data: Depositor:	
Executive Director of the Bank or other person authorized by the Bank:	
signature:	

ATTENTION: For smooth processing of the compensation of your deposit it is recommended to immediately inform the bank about any changes in the data (ID/passport details, details of the Social Security Card, address, telephone number, etc.) provided to the bank at the time of deposit placement.