

## AGREEMENT

Provision of government bond custody services

Yerevan, § 1 20-- year

“ARMECONOMBANK” OJSC (hereinafter, AEB) in the face of the Chairman of the Executive Board -----

-----, which acts based on the Charter, hereinafter “Investor”, in the face of ----- (the name of corporate entity)

-----, signed the present Agreement on the following:

### 1 AGREEMENT SUBJECT

1.1 The Custodian provides custodial services to the Client in accordance with the terms and conditions set forth in this Agreement, which includes the opening, servicing and closing of the government bond account (hereinafter deposit account), and the Client is obliged to pay the Custodian the remuneration in the amount and manner prescribed by the Tariffs.

1.2 Deposits are opened exclusively in the presence of a Client's bank / card account at the Custodian.

1.3 Custody service is provided by bonds issued by RA and Central Bank of Armenia.

### 2 THE PROCEDURE OF PERFORMING DEPO-ACCOUNT TRANSACTIONS

2.1 The depo-account transactions are defined by the RA legislation, Ministry of Finance and Economy of RA, normative acts of CBA and by the requirement of <<<<ARECONOMBANK>> OJSC investment and non-core services>>.

2.2 The custodian opens a deposit account No16300 for the Client, where a separate account of the customer's bonds is realized.

2.3 The Custodian opens a Depo account for the Client and runs it separately from his or other customer accounts.

2.4 Issuing or entering a bond from a Depot account or account shall be made on the day of execution specified in the assignment by the Customer or his authorized person (09: 00-16: 00 Yerevan time). If the dates of receipt and execution of the assignment coincide and given to the business day after 15:30, the assignment is subject to execution within one banking day.

2.4.1 The transfer request is executed at the credit balance of the account as of the execution date.

2.5 Clients Bonds' Withdrawal/Input must include:

2.5.1 state registration number of bonds;

2.5.2 nominal value of bonds;

2.5.3 transaction price (if necessary);

2.5.4 Customer Depot Account Number;

2.5.5 second party deposit account number;

2.5.6 Client bank card account number /if required/;

2.5.7 second party bank account number /if required/;

2.5.8 the date of the assignment;

2.5.9 date of execution of the instruction;

2.5.10 the name of the document, which is the basis for the execution of the instruction.

2.6 Bonds issued by the Client are delivered to the Custodian by paper carriers or electronically (in the case of CBANet, if any).

2.7 The order of withdrawal or entry of bonds submitted by the Client shall be signed and sealed (in the presence of the seal) by the Customer or his authorized representative, and then by the Custodian. Then the assignment is subject to execution.

2.7.1 Copies will be provided to the Client after being approved by the Custodian.

2.8 Control over the account status, compliance of the number of bonds, deposit balances, accuracy of the requisites, checking of the deposit account and the legal basis for the entry are carried out by the Custodian.

2.9. Each Party to this Agreement independently records the operations carried out on deposit based on the information it has.

2.10 The custodian shall provide the Client with a report on performed transactions immediately after making the order of the Client, but not later than in the manner specified in point 7.1 of this Agreement at the end of the next working day of the transaction.

2.11 Instructions for custody operations (including transfer, purchase, sale, pledge, pledge, etc.) of depo transactions are sent in hard copy or electronic form (in the case of CBANet, if any).

### **3 THE RIGHTS AND LIABILITIES OF THE PARTIES**

#### **3.1 The customer undertakes:**

3.1.1 Maintain the rules defined by the RA Legislation, "Investment and Non-Basic Services" and other legal acts of the Custodian.

3.1.2 Properly submit the withdrawal / deposit orders from depo account.

3.1.3 Pay to the Custodian in the amount and procedure prescribed by the Tariffs.

#### **3.2 The Client is competent to:**

3.2.1 Submit from depo or to depo account the Withdrawal/Input.

3.2.2 Unilaterally terminate the contract at least 20 days prior to notifying the Custodian.

3.2.3 Close depo account.

#### **3.3 The custodian undertakes:**

3.3.1 Open and hold a deposit account for your customer.

3.3.2 Execute the withdrawal / input received by the Client.

3.3.3 Inform the customer about significant difficulties or adverse circumstances that make it impossible to fulfill her/his assignment.

3.3.4 Implement any movement on Customer's bonds only in case of Customer's instruction.

3.3.5 Provide the Client with a report on transactions performed immediately after the customer's assignment, but no later than the date specified in paragraph 7.1 of this Agreement at the end of the next working day of the transaction.

#### **3.4 The custodian is competent to:**

3.4.1 Decline the investor's instruction if it has been submitted in breach of this contract and the requirements of the law.

3.4.2 In order to receive depository services from the Client, receive remuneration at the rate set by Bank Tariffs for each transaction, without charge, by collecting them from the customer's bank account and demanding them from the Client in the absence of legal proceedings.

3.4.3 Unilaterally modify the amount, order and modification of the remuneration for the Custody Services defined by the Tariffs through a reliable transfer of information, not later than within two weeks before the changes take effect.

#### **4 THE LIABILITIES OF THE PARTIES**

4.1 For non-performance /incomplete performance/ of the liabilities set forth by the Agreement the Parties bear liability according to RA legislation and the present Agreement.

4.2 In case of bond's debiting via term violation or groundless crediting from the account of the Investor, as well as non-performance of bonds' transfer order from the account of the Investor, in case of not returning the monetary funds in case of rejection of the acquisition application of bonds or incomplete satisfaction thereof, AEB pays the Investor a penalty from the amount of non-performance of AEB's liabilities or incomplete performance from the amount of the interest rate for refinancing of not performed or incompletely performed liabilities determined by CBA for each day.

4.3 The Parties do not bear for the performance of the liabilities set forth by the present Agreement, if the non-performance of the letters has been a result of insurmountable disasters: natural disasters /earthquake, fire, flood, etc./ the limiting or banning acts of the state bodies.

In case the circumstances mentioned above arise, the Parties are liable to inform each other in paper /electronically/ during 1 /one/ banking day of the occurrence of the insurmountable disasters.

4.4 If the Party, which is not able to perform its liabilities resulting from the present Agreement because of insurmountable disasters /4.3 paragraph of the present Agreement/, does not inform the second Party about the non-performance of its liabilities because of the aroused insurmountable disasters, does not have the right to claim the absence of the non-performance of liabilities stipulated by the given Agreement.

4.5 The Custodian will not be liable for damages to the Customer due to non-performance or improper performance of its obligations with transactions with third parties.

4.6 The Client shall be liable for the damages and losses incurred by the Custodian as a result of claims made by the third party as a result of transactions with third parties through the Client's instructions, with the exception of the claims of third parties for the Custodian's custody service, which is incompatible with the Client's instructions.

#### **5 RESOLUTION OF DISPUTES**

5.1 The disputes connected with the present Agreement or arising from it are resolved by means of negotiations.

5.2 In case it is not possible to resolve the disputes and disagreements by means of negotiations, they are solved according to RA legislation.

#### **6 AGREEMENT ACTIVITY TERM AND AGREEMENT DISSOLUTION**

6.1 The Agreement enters into force from the moment of its signing and is valid through one year. If the Parties do not declare about its dissolution 20 days prior to the agreement's term, its term is extended for another year.

- 6.2 The contract may be resolved unilaterally by notifying the other party at least 20 days in advance.
- 6.3 If any of the parties have failed to meet the obligations of the other party at the date of the Contract, it shall be obliged to complete them within 3 working days after the date of the dispute, or in case of non-fulfillment, the contract shall be deemed to have been effected in whole.
- 6.4 The Client will be obliged to submit to the Custodian the order to transfer the bonds to other Custodian before the Contract is terminated.
- 6.5 The Custodian shall be obligated to transfer securities and funds to the Client within 3 working days after the settlement of the Contract.
- 6.6 In the event that the Client fails to receive the order within the period specified in the Clause of this Agreement, the bonds and funds shall be disposed in the manner prescribed by law.
- 6.7 All changes and amendments to the present Agreement are performed in written form and are signed by the authorized representatives of the Parties.

**7. OTHER PROVISIONS**

7.1 The Client agrees that the Bank shall submit to the Client the following information,

- On the bank's territory\_\_\_\_\_
- Post\_\_\_\_\_
- El.post\_\_\_\_\_
- Other means of communication\_\_\_\_\_

7.2 The Parties undertake to keep the payment documents in paper and electronic form for 5 years.

7.3 By signing this Contract, Customer confirms that he has got acquainted with custodian activity regulatory legal acts, current internal legal acts of the Custodian and tariffs.

7.4 The Parties agree unanimously that except as provided in paragraph 2.11 of this Agreement, any other notification, claim, notice or other notice (hereinafter referred to as "the Notification") sent to each Party for the provision of mandatory information as set out in paragraph 7.1 shall be transmitted to the Party by hand or sent to the following Party  
One of the notification methods:

Notice method	Custodian	Client
Post (to specify the address)		

El. Post (to specify the address)		
SMS (to specify the phone number)		

7.5 The Parties agree unanimously that the provision of instructions as set out in paragraph 2.11 and the notification of one of the Party's notification modalities referred to in paragraph 7.4 is a reliable means of transferring information and the Notification is deemed to have been duly handed in by the Party concerned and in other cases, from the day following the day of dispatch. Each party shall be obliged to notify the other party in writing of its notification of the change in any of its Annexes referred to in paragraph 7.4 of the Contract within 3 days of the notification until notice of the notification made by the Party in a notification manner, is deemed to have been duly given and the notification made after the notification has been duly considered Surrender.

7.6 This Agreement is composed of two equal legal examples for each Party.

**8. PARTIES' REQUISITES AND SIGNATURES**

Custodian "ARECONOMBANK" OJSC	Client
Post – 0002, Yerevan, st. Amiryan 23/1	_____
Republic of Armenia	Address
State Registry 26.08.1991	Republic of Armenia
Number of registry 0156	State register/Passport
Banking License 1	
Phone N. (374-10) 51 09 09	Phone N.
Fax (374-10) 53 89 04	El.post

El.post – [dealing@ueb.am](mailto:dealing@ueb.am)  
CBANet

CBANet

DealingCenterArmEconomBank/ArmEconom/CB  
ANet

Chairman of the board

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Executive director/Citizen

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