



AGREEMENT №
on provision of advisory services on securities market

This agreement (hereinafter “the Agreement”) was entered into [specify date] by and between:

Ameriabank closed joint-stock company, incorporated and existing under the laws of the Republic of Armenia, represented by -----¹ acting on the basis of -----
-----², hereinafter “the Consultant”
and

[specify client’s and, if any, authorized person’s passport data for physical entities, registration certificate and authorized person data for legal entities], hereinafter “the Client”. The Consultant and the Client shall be hereinafter jointly referred to as “the Parties” and severally “the Party”.

1. Subject of the Agreement

1.1. The Consultant agrees to provide upon request and instruction of the Client the services defined in clause 1.2 below (hereinafter “the Services”), and the Client agrees to pay for the Services in accordance with the terms and conditions of this Agreement.

1.2. The Consultant shall provide to the Client the following advisory services in the investment (securities) field:

1.2.1. Core investment services in the form of provision of individual investment recommendations such as “buy”, “sell”, “neutral position/abstain” on a daily basis (business days). The Consultant shall be entitled to give the same investment recommendations to several clients provided that there is no conflict of interest between such clients and the Consultant.

1.2.2. Supporting services, such as verbal or written consultation, discussion of investment opportunities, discussion of ideas, provision of investment info and materials, at the Consultant’s discretion; provision of general recommendations

2. Types of Services

2.1.1. During provision of the Services the Consultant shall offer and the Client shall accept the following tariff plans:

- i _____ 14TRD PL 75-06-01
- ii _____

¹ Specify full name and position of authorized person

² Specify the proof of authorities (e.g. charter for CEO, power of attorney for authorized person, etc.)



2.1.2. Annex 1 is an integral part of this Agreement, binding upon the Parties and applicable if the Client has agreed to the tariff plan defined by it by checking clause 2.1.1(i) above.

2.1.3. Annex 2 is an indispensable part of this Agreement, binding upon the Parties and applicable if the Client has agreed to the tariff plan defined by it by checking clause 2.1.1(ii) above.

2.1.4. If the Client wishes to change the tariff plan, they shall give written notice to the Consultant via one of reliable communication channels defined in this Agreement. Such notice shall contain a reference to appropriate sub-clause of clause 2.1.1 which shall be interpreted as an offer to switch to the tariff plan defined under that sub-clause in accordance with the terms and conditions of this Agreement and cancel the previous tariff plan. Once approved by the Consultant this offer shall be considered accepted and the appropriate annex to this Agreement shall become effective, superseding the previous one.

3. Term and Termination

3.1. Either Party can terminate this Agreement unilaterally. This being the case, the terminating Party shall give written notice to the other Party at least 10 (ten) days in advance.

3.2. In case either Party refuses to provide or receive Services under any of service packages specified herein the same procedure is applicable as described in clause 3.1 herein for complete termination of the Agreement.

4. Rights and Obligations of the Parties

4.1. The Consultant shall:

4.1.1. Use lawful methods and means while rendering the Services, adhere to the laws of the Republic of Armenia

4.1.2. Not disclose any information, data or documents that have become known to the Consultant while providing the Services, which are confidential or constitute trade secret of the Client, without prior consent of the Client. This does not include cases where disclosure is required under the laws of the Republic of Armenia or by court ruling or is necessary for provision of the Services.

4.2. The Consultant has the right to:

4.2.1. Demand payment pursuant to the terms of this Agreement in consideration for the Services rendered



4.2.2. Request the Client to provide documents and other information pertaining to each particular Service or assignment, which are required for proper provision of the Services, in a timely manner

4.3. The Client shall:

4.3.1. Pay the Consultant for the rendered Services in the manner and within the terms defined by the Agreement

4.3.2. Upon the Consultant's request provide to them documents and other information pertaining to each particular Service or assignment in a timely manner; give further required instructions for provision of the Services by the Consultant; ensure that the Client's appropriate staff are always available to give the required support and assistance to the Consultant's staff

4.4. The Client has the right to:

4.4.1. Make suggestions and recommendations within the scope of the Agreement with regard to provision and performance of the Services

5. Terms of Payment and Settlements

5.1. The fee for provision of the Services defined under clause 1.2 above and its sub-clauses, and terms of its payment and settlements are defined in accordance with the annexes referred to in clauses 2.1.2-2.1.4. The Consultant can review and amend the annexes unilaterally in which case they shall give notice to the Client 11 days in advance of intended change.

6. Liability of the Parties

6.1. The Client shall be held liable for provision of inaccurate or incomplete information to the Consultant. Performance of obligations by the Consultant shall be counter to performance of obligations by the Client.

6.2. The Client understands that investment consultation cannot be treated as absolutely right and certain basis for making revenue-bearing investment decisions, and agrees that the Client shall bear full responsibility for the investment decisions and investments the Client makes and no loss can be attributed to the consultation or information provided by the Consultant.



- 6.3. The Consultant shall not be responsible for losses incurred by the Client due to making decisions based on the recommendations and information provided by the Consultant. The Consultant's responsibility shall be limited to the cases where the Client proves that:
- 6.4. The Consultant has deliberately given to the Client investment recommendations that have led to losses, fully realizing the potential harm such recommendations might cause, including in a conflict-of-interest situation.
- 6.5. The Consultant has given recommendations that would inevitably have led to losses and would not have been acted upon by any person in reasonable mind, e.g. investing in a bankrupt company.
- 6.6. The Client acknowledges that the services specified in clause 1.2.2 above are provided at the discretion of the Consultant. They are auxiliary to the service specified in 1.2.1 and/or any other core investment service of the Consultant. The Consultant is under no obligation to provide these services and shall not bear responsibility for not providing them.
- 6.7. In any case the Consultant's responsibility before the Client shall be limited to reimbursement of actual loss subject to restrictions specified in clauses 6.1-6.6 herein.

7. Force Majeure

Neither Party shall be liable for any failure or default in performance, if such failure or default is caused by conditions beyond its reasonable control which arise after the execution of this Agreement. Such conditions shall include: earthquake, flood, fire, war, martial law or state of emergency, political upheavals, strikes, failure of communication channels, or acts of government, etc. making it impossible to deliver and perform this Agreement. If force majeure conditions last longer than 1 one month, either Party shall have the right to terminate this Agreement, giving advance written notice to the other Party.

8. Reliable Communication Channels and Notification Addresses

8.1. Any exchange of information, documents or other correspondence between the Parties under this Agreement shall be deemed properly achieved, if the information, document or correspondence has been delivered to:

- 1) To the Consultant: 2 Vazgen Sargsyan Street, Yerevan 0010, Armenia
advisory@ameriabank.am +374 10 513167
- 2) To the Client: []

8.2. The Parties confirm that the correspondence, including investment recommendations, delivered to the addresses specified in clause 7.1 herein shall be deemed properly delivered via reliable communication channels.

8.3. The Consultant shall submit the investment recommendations specified in clause 1.2.1 herein to the Client:

In Armenian In English

8.4. The authorized person responsible for the Client's relations with the Consultant under this Agreement shall be [--].

8.5. Clause 8.4 shall not be applicable, if the Client is a physical entity acting as their own responsible/authorized person in relations with the Consultant, or, if a legal entity, represented by CEO or authorized executive body.

9. Governing Law and Dispute Resolution

9.1. Any issue not regulated by this Agreement shall be regulated by the laws of the Republic of Armenia.

9.2. Any and all disagreements and disputes arising out of or in connection with this Agreement shall be settled through negotiations within 90 business days. If the Parties do not reach agreement within the specified period, either Party shall have the right to refer the case to a competent court in the Republic of Armenia.

10. Final Provisions

10.1. Any amendment or modification to this Agreement, including annex, shall be valid if made in writing and signed by authorized representatives of the Parties, except in case specified in clause 2.1.5 of the Agreement and annexes to the Agreement which are amended and modified by the Consultant unilaterally with notice given to the Client 11 days in advance. This Client hereby agrees to this amendment and modification procedure.

10.2. If any of the articles or provisions of this Agreement is declared fully or partially invalid, unenforceable or non-compliant with legislation, all other articles and provisions of the Agreement shall remain unaffected. If any of the articles or provisions of this Agreement is declared invalid or unenforceable, the Parties shall negotiate to review such article or provision in order to make it valid and enforceable and essentially retain the initial will and intent of the Parties with regard to the subject matter thereof.

10.3. This Agreement and the annex are executed in Armenian and English in two counterparts equal in legal effect. In case of discrepancies the Armenian version shall prevail.

10.4. By signing this Agreement the Client confirms that they fully understand that they have been classified as a professional in relation to all investment instruments and that they are capable of properly assessing and managing investment risks, in this case risks associated with brokerage or investment operations. If in the opinion of the Client they are not capable of properly assessing and managing investment risks, it is the obligation of professional client to request the investment service provider to treat them as a non-professional with respect to all or particular types of services, enabling the Client to avail



of regulatory requirements designed for protection of non-professionals. The Client shall keep the Consultant informed of all changes likely to affect the Client’s professional classification, taking into consideration the rules defined by the CBA Regulation 4/07 “Requirements to Investment Service Providers” approved by CBA resolution № 113-Ն.

10.5. Clause 9.4 of this Agreement shall be applicable to Clients classified as professionals for the purposes of this Agreement prior to its execution.

10.6. All notices, requests and correspondence between the Parties under this Agreement shall be deemed properly achieved if delivered in writing to the authorized representatives of the Parties in person, or sent to the following addresses:

11. Details and Signatures of the Parties

Advisor	Client
Ameriabank CJSC 2 Vazgen Sargsyan, Yerevan, 0010 TIN 02502212 CB of RA 103002101576 Phone. 561111 Trading Director` Arthur Babayan _____ singature seal	