Approved by Resolution N78/04 Dated 22.04.2024 ARMECONOMBANK OJSC Executive board Came into force on 16.05.2024 Appendix 1



# GENERAL TERMS OF BANKING SERVICES OF ARMECONOMBANK OJSC

# **CONTENTS**

- 1. General provisions;
- 2.Bank and other accounts;
- 3. Payment cards;
- 4.Deposits;
- 5.Credit lines;
- 6. Electronic transactions
- 7. Other banking services
- 8. Final provisions

#### 1. GENERAL PROVISIONS

- 1.1. This document sets forth the order, forms, terms, principles, rights, obligations and responsibilities of customers and other general terms of the provision of banking services (hereinafter Banking services) offered by ARMECONOMBANK OJSC (hereinafter referred to as "the Bank") to customers.
- 1.2. The meaning of concepts defined in the terms:
  - Bank ARMECONOMBANK OJSC
  - Customer a legal entity or an individual that establishes business relationship with the Bank or is in such a relationship, or offers the Bank to perform or performs a one-time transaction.
    - Agreements- Agreement on provision of banking services signed between the Client and the Bank.
    - Account Bank or other accounts to be opened / opened by the Customer with the Bank
  - Card- payment card of local and/or international payment system issued by the Bank for the Customer. The cards issued by the bank are classified per the type of payment:

Debit – intended for making transactions within funds owned by the cardholder at the expense of funds available in the bank account of the cardholder.

Settlement – intended for making transactions within funds owned by the cardholder at the expense of fundfs available in the bank account of the cardholder, as well as the credit line (overdraft) provided by the Bank.

- Tariffs type, amount, order and terms of payment for banking services.
- Identification an obligatory process of verification and approval of the Customer's identity. While executing transactions at the Bank, the identification is verified on the basis of identification documents submitted by customers. When transactions are being executed on non-face-to-face communication basis (through electronic transactions), the customer is identified through Customer Identification data.
- Client identifying data Client identifying data is envisaged to be applied in the electronic environment or during non-face-to-face communication, which can be PIN code (secret password), card's CVV code, parole, password or other means by the use of which the client will be deemed identified.
- Application- an application (in the form prescribed by the Bank) to be submitted to the Bank by the client to use the appropriate banking services offered by the Bank
- Transactions/Operations –Transfer of funds and/or other operation between the Bank and the client or its authorized person, as well as between the client or the authorized person or another person, which is carried out through the Bank; including depositing funds to the Account, disbursing cash from the Account, making non-cash transfers from the Account and other operations performed by the Account.
- Payment limit -Transaction limit of Card account positive balance and credit line opened on the account
  - Withdrawal limit Total amount of daily cash withdrawals and/or total number of transactions set by the Bank.
  - (maximum amount and /or quantity of transactions)
  - Operation/Transaction Date The actual day of card transaction
- Transaction registration date Date as of which the Bank receives information on the actual execution of the transaction.
- Trade and service outlet (hereinafter "TSO")- a partner of the Bank, for whom the Bank installed, activated POS/cash registers(POS) /Virtual POS terminal with (hereinafter referred to as "Terminal")
- "Digital card" (Token): The virtual representation of the card which the customer has activated in Mobile application and/or payment wallet to execute remote and/or contactless transactions. It's a unique digital code which has been generated by the payment system and is an additional requisite of the card.
- "Card Tokenization": technology of replacement of the customer's secret data with special non- material equivalent
- "Mobile application": a software (AEB Mobile, Apple Pay), which is installed on the mobile device and uses the service provider technology, the exclusive rights of which belong to the service provider. The functionality of the



mobile app, the usage terms and the procedure on granting rights for the use of the mobile app are defined by the Provider of the given service.

- "The provider": a company which on the bases of rules of the payment system and/or a separate agreement with the payment system provides necessary information and technology support to register, use and remove a digital card in the mobile app, the terms of which have been agreed with the Customer.
- "NFC (Near field communication)": technology of wireless transfer of data between devices over a short distance (about 10 cm.)
- "Electronic image": image of the card electronically registered in the mobile device which contain the 4 digits of the Card, the logos of the Bank and the payment system
- Accounts receivable Payment obligation of the Customer towards the Bank, which may occur from non-payment of the Bank's fees set by the tariffs, negative difference amounts resulting from currency conversions in transactions not carried out in the currency of the account, transactions performed without certification, amounts exceeding these funds in the absence of relevant funds to the Account or insufficient funds owned by the Client as a result of using / withdrawing / amounts exceeding such funds from the Account (regardless of software, connection or other problems and/or other reasons).
  - Certification (authorization) Card transaction authorization process.
- One-time transaction transaction as a result of which no obligation to provide periodic services arises, and (or) which does not imply the establishment of a business relationship.
- Business relationship the periodic services provided to the Customer by the Bank, not being limited by one or several transactions.
- Authorized person of the client person authorized to execute a transaction or to perform certain legal or actual actions in a business relationship on the client's behalf and on behalf of the client, including a person performing representation on the basis of a power of attorney given by the client or on another basis established by law;
- Business profile of the client –The totality of the Bank's information (notion) regarding the nature, impact and significance of the client's activity, the existing and expected movement of business relationships and the latter's volumes and sectors, the presence of authorized persons and real beneficiaries, the nature of identity and interrelation, as well as other facts and circumstances related to the client's activity.
- Due diligence of the client It is a process of obtaining and analyzing information (including documents) by the Bank about the identity and business profile of the customer using a risk-based approach, which includes:
  - a) Identification and identity verification of the client (including authorized person and real beneficiary)
  - b) The aim of transaction or business relationship and the ascertation of the intended nature
  - c) Current due diligence of the business relationship
  - Real beneficiary an individual on whose behalf or for whose benefit the client actually acts and/or who
    actually controls the client or the person on whose behalf or for whose benefit the transaction is executed or
    the business relationship is established.
  - A real beneficiary of the legal entity is an individual who
    - a) Directly or indirectly owns 20% and more of voting shares (shares) or directly or indirectly has 20% and more participation in the Chartered Capital of the4 legal entity;
    - b) Exercises real (actual) control over the given legal entity by other means;
    - c) Is an official carrying out the general or current management of the activities of the given legal entity in the event that there is no individual meeting the requirements of sub-clauses "a" and "b" of this clause;
- 1.3. Banking services are offered/provided/on the condition that the Customer submits the following information/documents to the Bank and meets the requirements:
  - 1.3.1. In order to identify and verify the identity of the client by the Bank, the Client must submit to the Bank the reliable and valid identification information/documents given to the Client by the state authorized person, by submitting which to the Bank, the Client gives its consent for the Bank to verify the Client's personal data, their validity and the identity of the client, including the Bank making requests and receiving the client's personal data from the "Nork" Technology Center Foundation, "Ekeng" CJSC and/or other information bases, checking and comparing them with the Client's personal data.



- 1.3.2. In order to conduct due diligence of the client by the Bank, the Client must submit to the Bank the nature, influence and significance of his activities, the current and expected movement, volumes and sectors of business relations and one-time transactions, the presence of authorized persons and real beneficiaries, the nature of identity and interrelation, personal data, as well as information, statements, agreements /documents/ on other facts and circumstances related to the client's activity.
- 1.3.3. The client shall sign the General Agreement on Providing Banking Services with the Bank /hereinafter-Agreement/ in the manner defined by the bank /including content/. If the Customer has used / is using / Banking services without concluding the Agreement or the form of the signed Agreement does not correspond to the form established by the Bank, then the legal relations, rights and obligations of the parties shall be fully covered by the regulations set forth in the Terms, and within three working days of receiving the Bank's request, the Client is obliged to conclude/revise/ the Agreement/current form/ with the Bank.
  - 1.3.4. The fees defined by Terms shall be paid by the Client.
- 1.3.5. An application form and/or other information /documents/ must be submitted by the client for provision of each type of banking services, if such a form and other information /documents/ have been defined/required by the Bank.
- 1.3.6 The Customer shall mandatorily submit an e-mail address and phone number at which the Bank sends to the Client the mandatory information defined by the RA legislation /including accounting statements, notices and other mandatory information/, as well as the Client's confidential authentication data/password, security code/ on the electronic platform/s. Moreover, the Bank warns the Customer that the confidential data of the latter, the Customer's Logins and Passwords in electronic platforms, the passwords of the Customer sent to the Customer's e-mail and/or mobile phone number, the one-time security codes should be kept secret, it should not be disclosed or provided to third parties (including it should not be provided to any of the Bank's employees an/or any other party in written form, via a short message or any other way), because as a result of using such data the Client will be deemed identified and the person using that data will be enabled to sign agreements with the Bank on behalf of the client, transactions with the client's accounts, money management transactions, any financial and/or other operations for which the Bank is not responsible and the responsibility for compensation of damages caused to the Bank as a result is fully borne by the Client.
- 1.3.7. In the event that the information, documents, means of communication, e-mail address and mobile phone number and other information submitted by the Customer to the Bank are incomplete, incorrect and/or invalid and/or changed, immediately after they occur or after the Customer is informed about them, if possible, but no later than within three working days, the Client must submit complete, accurate, valid and/or amended information/documents to the Bank, failing which the Client bears the negative consequences.
- 1.4. By contacting and/or using the Bank for the use of Banking services by the Client, the Client confirms that he has been notified about the processing of the client's personal data by the Bank and from that moment on, the Client agrees to the following / moreover, upon the Bank's request, the Client agrees to provide the consent to the Bank with the following conditions the agreement also additionally, in writing.
  - 14.1. The bank will process the personal data of the Customer depending on the Banking service provided in the following volume
    - a) in case of the services of bank account/deposit/ and other/except for lending/ services the Customer's personal data processed by the Bank include the full name of the Customer, birth data, information on identity document, e-mail address, mobile phone number and other means of communication, information on residence, registration address, citizenship, occupation, employment and income, information on employer, education, family status, residence status,
    - b) in case of lending services the personal data of the Customer processed by the Bank include the data defined by subparagraph a of this clause, as well as information on financial liabilities of the Customer, information on deposits, accounts, real estate, movable property and/or other property, judicial, legal,



administrative proceedings initiated against the Customer, the personal data of the interrelated parties with the Customer in the volume defined by subparagraph a of this point,

- 1.4.2. The processing of the Customer's personal data by the Bank includes the implementation of actions to obtain the Customer's personal data, which include collecting or fixing or entering or coordinating or organizing or maintaining or using or transforming or restoring the Customer's personal data or transferring to third parties or receiving or correcting from third parties or blocking or destroying or other actions, including obtaining the Customer's data from the information databases stored in RA State Register, RA Cadastre Committee, EKENG CJSC, "Nork" Technology Center Foundation, "ACRA Credit Reporting" CJSC and/or other bodies.
- 1.4.3. The Bank will make requests to ARCA Credit Reporting CJSC (hereinafter-Credit Bureau) and receive information on financial liabilities of the Customer and/or other data, as well as information on Customer's liabilities towards the Bank and/or other information will be provided to the Credit Bureau by the Bank in the following cases:
  - a) The Customer submits a loan application to the Bank and/or the Bank provides/will provide/ a loan to the Customer.
  - b) The Customer will act as a guarantor, co-borrower of the loan provided to the other party
  - c) the Bank carries out monitoring Monitoring is carried out in connection with the loan provided to the client or with the latter's joint or other liability,
  - d) The customer has assumed and/or has not fulfilled the liabilities towards the Bank.
  - e) The bank submits /will submit/ proposals on providing Banking services to Customer and/or provides Banking services to Customer. Moreover, the Bank informs the Customer that requests made for loan provision or in order to act as a guarantor of another person's loan have a negative effect and lower the Customer's credit score, while requests made to the Credit Bureau for other purposes have no impact on the Customer's credit score. The requests made to the Credit Bureau by the Bank can be made by the Bank no more than 5 times and the requests with agreement/s/ signed (to be signed) with the Customer, receipt and provision of information may be made till the full termination of those agreement/s/.
- 1.4.4. The bank may request and receive documents or other information from the Customer for the purpose of due diligence of the customer based on "Know your customer" principle, as well ask ask the customer questions during oral communication, to which the Customer should provide reliable answers, justifications/documentary bases/.
- 1.4.5. To find out whether the Customer is a US tax payer, the bank may collect additional information from the customer based on Foreign Account Tax Compliance Act (FATCA)).
- 1.4.6. The mandatory information by the Bank /including account statements/, notifications by the Bank , the Customer identification data for logging in in the electronic platform, making transactions /password, security code/ shall be sent to the Bank via the e-mail address/ via a short message to the mobile phone number provided by the Customer, and in case of submitting an application to the Bank on changing those data by the Customer with the data changed according to that application.
- 1.4.7. The notification provided by the Bank to the Bank through the appropriate means of the Customer's notification (postal address, e-mail address, mobile phone number for sending a short message) is considered duly delivered to the Customer on the 7th day after it is sent to the Customer's postal address, and in case of sending a short message to an email address and/or mobile phone number, from the day after sending. Moreover, in the event of a change in the means of notification, the Client is obliged to inform the Bank about the change within three banking days, after notification, the notifications made by the Bank through the changed means of notification are considered to have been properly delivered to the Client within the same time terms specified in the first part of this clause.
- 1.4.8. The Bank discloses/provides the Client's personal data and/or information on the Client's bank secrecy to the following third parties and in the following cases:



a/ state and other bodies, in cases and according to the procedure defined by RA legislation,

b/ To the competent bodies receiving/examining the claims submitted against the client in connection with the protection of the Bank's interests and rights (court, arbitration, notary, law enforcement bodies, other competent bodies)

c/ persons ensuring the fulfillment of the client's obligations, persons insuring the client's obligations and/or means of securing them,

d/ to the organizations and/or state bodies cooperating with the Bank to carry out refinancing/subsidization with the client's financial obligations;

e/ To Credit Bureaus/CB Credit Register.

f/ in case of assignment of the Bank's claim rights against the client, to the persons acquiring them.

g/To the organizations cooperating with the Bank in order to offer/provide banking services to the Client;

h/ RA tax authorities, regarding the opening and closing of client accounts, as well as other data that must be provided in the cases and in the manner prescribed by RA legislation;

US tax authorities on US taxpayer customer in accordance with the requirements of Foreign Account Tax Compliance Act (FATCA)).

- 1.4.9. The Client irrevocably instructs the Bank to charge the fees defined by the Tariffs, receivables obligations from the account funds of the Customer or other assests with the Bank (without additional instruction of the Customer), as well as set off the monetary claims against the Client (loans, lines of credit, guarantees, receivables and/or or other monetary obligations), moreover, the Bank can determine the order of charging amounts on its own, unless a different order has been established by the written agreement of the Bank and the client. In that case, the Bank is obliged to inform the Client about the non-acceptance charge within 30 calendar days with a separate notification or with the Account statement sent by the latter's communication method.
- 1.4.10. Disputes between the parties/Bank and customer/ related to the provision of banking services, hereinafter referred to as Disputes or Dispute, may be resolved through Arbitration or RA competent authority / RA courts, RA notaries in the manner and in the cases established by RA legislation, under the following procedure and conditions:

a/ The parties reach an arbitration agreement that the resolution of disputes can be submitted to the "FINANCIAL ARBITRATION" institution of the Union of Banks of Armenia, hereinafter referred to as "the Foundation", in which the investigation of the case will be carried out in accordance with the Law of the Republic of Armenia "On Commercial Arbitration", the regulation of the Charter of the Foundation and financial arbitration, hereinafter referred to as the regulation. The Charter and Regulation of the Foundation are posted on the official website of the Union of Banks of Armenia www.uba.am. The arbitral tribunal shall be constituted in accordance with the Rules. The investigation of the dispute will be carried out only on the basis of written materials, without conducting an oral investigation. Disputes are resolved in accordance with the norms of material law of the Republic of Armenia. The language of the arbitration proceedings is Armenian, the place of arbitration is "Republic of Armenia, city of Yerevan, Koryun Street, 19a building, 6th floor". The Parties confirm that they have familiarized themselves with the full information on the rights and obligations of the Parties provided by Foundation for the investigation of the dispute.

b/ The parties may submit the resolution of disputes to the RA competent authority and agree that the investigation of these cases shall be carried out in a simplified procedure, in the cases and in the manner defined by RA legislation and in accordance with these requirements.

c/ Each party has the right to submit the Dispute to the Foundation or the competent authority of the Republic of Armenia. If the party submitted the dispute resolution to the Foundation and the other party before the initiation of the investigation of the case by the Foundation (before the end of the period set by the Foundation for



submitting the first statement of that party regarding the dispute) compensates the mandatory expenses (arbitration fees and others) incurred by the Party submitting the dispute resolution to the Foundation and requires the resolution of the dispute to be submitted to the investigation of the competent authority of the Republic of Armenia, then the dispute shall be subject to examination by the competent authority of the Republic of Armenia. If the party submitted the resolution of the dispute to the competent authority of the Republic of Armenia and the other party before the initiation of the investigation of the case by the competent authority of the Republic of Armenia (before the end of the period established by the legislation of the Republic of Armenia for submitting the first statement of that party regarding the dispute) shall compensate for the costs (state duty and others) for the obligatory performance of the Party submitting the resolution of the dispute to the competent authority of the Republic of Armenia and requires the resolution of the dispute to be submitted to the Foundation's investigation, then the dispute is subject to investigation by the Foundation.

The client agrees that any correspondence in connection with Dispute, notification made by competent authority, judicial and notice for arbitration, including any litigation or arbitration document, any notification sent by Tax Service, resolution, document may be sent via means of notification provided to the Bank by the Customer (via postal service, e-mail, mobile phone number for sending a short message), and if the Customer notified the Bank on thechange of means of notification, then via the changed means which are considered as duly delivered to Client from 7th day following the moment of being sent via postal address of the Customer, and from the day following the sending in case of sending a short message via e-mail address and/or mobile phone number.

- 1.4.11. The bank will offer various banking services to its customers, including advertisements, notifications, and any other relevant information through communication channels. In case a customer refuses to receive promotional offers, they need to submit an additional request to the Bank.
- 1.4.12. The Client's consent to the processing of the Client's personal data by the Bank, receiving information from the Credit Bureau and/or providing information is deemed to have been provided in the following terms:

a/ in the case of a one-time transaction, until the transaction is completely completed;

b/ in the case of a business relationship, for an indefinite period, in that case, the Client can withdraw the consent under the conditions of submitting an application to the Bank about not having assumed and/or unfulfilled obligations and/or existing contracts and completely refusing Banking services.

Moreover, before withdrawing consent, the Bank is obliged to preserve/not to destroy/ the information regarding the banking services provided to the Client by the Bank, as well as the Client's personal data available in the Bank, until the expiration of the retention periods established by law, but the Bank also has the right to preserve such data for a later date or for an indefinite period determined at its discretion.

- 1.5. The Client is obliged to ensure the business description of the client, the aim of transaction or business relationship and the aim of business relationship and intended naturethe submission of grounds for clarifying by the Bank, including submission of required information/documents on the purpose of business relationship and intended nature.
- 1.6. The Bank has a right to carry out due diligence of the Customer in accordance with RA law "On Combating Money Laundering and Terrorism Financing" and internal legal acts of the Bank.
- 1.7. The bank is entitled to freeze, reject, cancel and/or terminate the Customer's transactions and/or business relationship, based on RA law "On Combating Money Laundering and Terrorism Financing", the normative acts of the Central Bank of the Republic of Armenia, and/or internal legal acts adopted by the Bank for their implementation purposes, International Sanctions/Restrictions/Requirements, as a result of which the Bank does not bear any responsibility for damages suffered by the Customer.
- 1.8. In case of not ensuring the identification of the Customer and/or the possibility of carrying out due diligence of the Customer, as well as not ensuring the information/documents and requirements set by the Terms the Bank has a right of not providing Services to customer.
- 1.9. Banking services, the order of their provision, form, general requirements, the amount of Bank fees and payment



terms are defined by the Agreement and Terms, as well as by the information summaries of the relevant banking services (hereinafter referred to as Information Bulletins and/or Tariffs). The Terms and Tariffs are integral parts of the Agreement and are published on the Bank's website (http://www.aeb.am). The Bank has the right to make unilateral changes/additions to the Agreement, Terms, Tariffs. Changes/additions made by the Bank to the Terms, Tariffs are published on the Bank's website no later than 7/seven/ working days before their entry into force. The Bank sends the amendments/additions to the Agreement, Terms, Tariffs no later than 7/seven/ working days before they come into force to the e-mail address provided by the Client.

- 1.10. The Client should be serviced by the rules defined by Agreement, Terms and Tariffs and ensure the full fulfillment and maintenance of their requirements, including the due, timely, and complete payment of fees stipulated by Tariffs.
- 1.11. Not submitting objections to the bank after sending the mandatory information to the Bank via e-mail of the Customer (the information subject to mandatory provision to the customer by the bank envisaged by RA legislation, including account statements and other information) and/or other notifications within 15 calendar days confirms that the Client has got familiar with the information sent.
- 1.12. The Customer (its representative) is considered to be identified by providing the Bank with the identification document of the latter and being identified. The client is also identified when using the Client identification data (PIN code (password), CVV code of the card, symbols, password, other identifying means of the Customer. Transactions carried out through electronic channels (on the Bank's internet website, mobile phone applications or other software systems) using the Customer's identification data to log in, downloaded and/or used with the Customer's consent, as well as transactions performed with the Customer's signature on electronic devices, and the information or message (document) transmitted by means of communication (electronic address, phone number or other communication means) and the transactions (agreements) carried out by amending the message (agreement) signed by the parties of the contract are deemed to be duly signed by the Customer and have the same legal force as the document signed by the parties.
- 1.13. In case of insufficiency of funds in the Customer's account, the Bank is entitled to debit the Customer's account for the amount of accounts receivable, three banking days after notifying the Customer of the requirement to pay the accounts receivable to the Bank. The Customer is also obliged to pay a penalty in the amount of 0.13 percent of the unpaid amount per day, until the actual payment of the accounts receivable, but not more than the debt itself.
- 1.14. The bank does not bear any responsibility for losses suffered by the Customer as a result of the transactions made using the Customer's identification data (password) on the electronic platform, which will later be appealed by the Customer.
- 1.15. The bank does not bear any responsibility for non-fulfillment of the Clients oders/transactions/ due to software, communication, technical and/or other failures /also via payment cards/.
- 1.16. The bank may apply restrictions to funds and/or other assets of the Customer held at the Bank /ban the ownership of funds/ in the following cases and order:
  - 1.16.1. Against the bank in case of non-fulfillment of accounts receivable and/or other liabilities till the full fulfillment of such liabilities.
  - 1.16.2. In the presence of grounds for fraud / including reasonable suspicions / before presenting legal grounds for having the right to dispose these funds to the Bank;
  - 1.16.3. In case of receipt of seizure decisions of the RA law enforcement agencies, courts, tax and enforcement authorities, until the submission of the decisions on lifting the prohibitions to the Bank.
  - 1.16.4. In case of fulfilling the requirements of the Law of the Republic of Armenia "On Combating Money Laundering and Terrorism Financing", the normative acts of the Central Bank of the Republic of Armenia, and/or the internal legal acts adopted by the Bank for the purpose of their implementation, International sanctions/restrictions/requirements, in the manner and within the terms set by them.
  - 1.16.5.In the case of depositing funds to the client's account due to a technical, software and/or other error and/or on illegal grounds, until the source of origin, grounds for deposit, purpose, nature of the funds are thoroughly clarified



to the Bank and/or legal grounds for having the right to dispose them are presented to the Bank.

In other cases and manner envisaged by RA legislation.

- 1.17. The Client may submit his/her questions, offers, complaints, claims to the Bank in writing, to which the Bank gives an answer within 10 business days.
- 1.18. The client can present his complaints and claims to the conciliator of the financial system of the RA in the manner, cases and conditions established by the law of the RA "On Financial System Mediator". The bank refused to dispute the decisions of the Financial System Mediator, according to which the amount of the property claim does not exceed AMD 100.000 (one hundred thousand).



#### 2. BANK AND OTHER ACCOUNTS

- **2.1.** The account is opened if the client meets the requirements set forth in 1.3 Article of General Provisions of this document.
- **2.2.** The customer may open the following accounts with the Bank: temporary, basic account, unallocated metal account, savings account, joint account, escrow account, developer's accounts, special and other accounts offered by the Bank.
- **2.3.** The accounts are opened in the currencies offered by the Bank.
- **2.4.** In the cases stipulated by RA Legislation the Bank may provide information on an account opening /closing to the tax authorities.
- 2.5. The Bank shall notify the Client about the account opening by the latter's desired way of communication.
- **2.6.** The following transaction may be implemented through the account.
  - Cash in/ cash out
  - Cash pay-out within the limits of positive balance of the account
  - Cashless transfers within the limits of positive balance of the account
  - Money transfers among the different accounts of the client
  - Other transactions set by the information bulletin of the relevant account
- 2.7. The account shall be maintained in accordance with requirements of the Agreement, Terms and Tariffs.
- **2.8.** The Bank writes off monetary funds from the Client's account upon the latter's order/instruction/ after identifying the client and within the limits of funds /positive balance/available on the account for the transaction or the charge of fees defined by the Tariffs, as well as other cases envisaged by the Law or the Agreement.
- **2.9.** The Bank may reject the Customer's instruction, if:
  - The requisites and passwords of the instruction provided to the Bank are incorrect, incomplete and/ or the Bank is unable to identify the Client (its representative).
  - There aren't sufficient funds available on the account to execute transactions specified in the instruction and/or to charge fees against the Bank's services set by Tariffs.
  - Force majeure circumstances arise that impede their execution.
- 2.10. The Customer has the right to instruct the Bank to debit monetary funds from his /her account at the request of third parties related to the executions of the customer's liabilities towards those entities. The Bank accepts those orders provided that they contain all the necessary data in writing to identify the entity submitting the claim.
- **2.11.** The powers of the client's representative are verified by the power of attorney given by the Customer in the manner prescribed by the Law. In case of individual customer the power of attorney mast be notarially certified or issued by the Client at the Bank with the approval of the relevant officials of the Bank.
- **2.12.** Interests against on-demand monetary funds available on the account are calculated and paid to the Customer in the size defined by the tariffs.
- 2.13. In the cases and manner prescribed by RA Legislation restrictions may be imposed to monetary funds available on the account based on the court, compulsory enforcement and tax authorities' decisions. In the cases and order prescribed by the RA Legislation the monetary funds available on the account may be confiscated based on the court, compulsory enforcement and tax authorities' decision and after which within 30 calendar days the Bank shall notify the



- **2.14.** Customer about that providing the latter with an account statement via the method of communication the customer has chosen.
- 2.15. Funds available on the account may be managed through electronic means and other documents by using customer's identification data in them, which will confirm that the order has been given by the Customer or by the person authorized by the latter.
- 2.16. In the cases, manner and periodicity prescribed by the RA Legislation the Customer is eligible to receive free account statements and other information subject to mandatory provision as defined by RA Legislation. In other cases not prescribed by the RA Legislation, the customer may be provided with account statements and other information on the transactions executed through the account after paying all the fess defined by Tariffs.
- 2.17. Fees defined by Tariffs for the account service and transactions executed through the account shall be paid within the terms set by Tariffs. The payments shall be implemented within the terms determined by the Bank's discretion unless they are defined by Tariffs.
- **2.18.** The Bank activates the funds credited to the Client's Account not later than on the next banking day after the relevant payment order was submitted to the Bank.
- 2.19. The Customer's orders to pay-put or transfer monetary funds from the account shall be executed by the Bank no later than the next day after the receipt of the relevant payment order by the Bank, unless otherwise specified by the Law, banking rules or Terms.
- **2.20.** In order to perform Customer's monetary obligations the Bank may write off funds from Customers' account without prior notice, informing the Customer about that within 30 banking days providing the latter with an account statement through the customer's chosen method of communication.
- **2.21.** The Bank guarantees the confidentiality of transactions implemented via account and information on the client.
- **2.22.** The Bank may provide the Client or the latter's representative with information constituting bank secrecy. State authorities or their officials may be provided with the aforementioned information exclusively in the cases and manner defined by the law as well as the customer's written consent.
- 2.23. Special accounts are opened and maintained at the bank in compliance with the requirements of RA Legislation and the Bank's internal legal acts. The rules defined by Terms and Tariffs for the ordinary accounts apply to the special accounts to the extent that do not contradict the requirements set by RA Legislation and the Bank's internal legal acts designed for special bank accounts.
- **2.24.** The account may be closed at any time upon the Customer's request.
- **2.25.** The bank can close the account in the following cases:
  - when the monetary funds available on the customer's account are less than the minimum amount set by Tariffs for the particular account and the amount is not recovered within a month after being notified by the Bank
  - in case of absence of transactions through the given account within a year,
- **2.26.** In case of account closure the balance available on the account shall be given to the Client or, upon the customer's instruction, transferred to the other account not later than within seven days after the receipt of Customer's appropriate written application by the Bank.
- **2.27.** In case of change of beneficiary or appearance of beneficial owner during a one-time transaction or business relations with the Bank the client is obliged to immediately inform the Bank.



#### 3. PAYMENT CARDS

# 3.1 Card provision terms and validity period

- 3.1.1 The card is issued after the Customer meets the requirements set by Article 1.3 of General provisions of Terms and extended to the Client within maximum 5 banking days.
- 3.1.2 Simultaneously with the issue of the Card a card account serviced by the given card shall be opened.
- 3.1.3 Card accounts are opened in appropriate currencies offered by the Bank.
- 3.1.4 Upon the Customer's relevant application more than one card may be issued for the use of the customer and for the service of the card account.
- 3.1.5 For the purpose of the account service a card (hereinafter "Attached car") may be issued for the third person.
- 3.1.6 The types, forms and the description of cards issued by the Bank are provided in the information bulletin of card accounts, which is published and constitutes the integral part of Terms. Rules defined by payment and settlement system may be applied to the cards belonging to the relevant clearing system.
- 3.1.7 The card is provided to the client in blocked condition and the unblocking of the card is carried out within one business day after the card and PIN code are provided to the customer with closed envelop. If the customer preferred to receive the card's PIN code through SMS, after entering the one-time PIN code received to his/her phone number, the customer can enter his/her preferred PIN code, afterwards the card is automatically activated /unblocked/.
- 3.1.8 In case the card's mandatory requisites envisage the presence of Client's signature in the appropriate part of the card, the Customer must sign in the field of signature while receiving it. The absence of a signature or its discrepancy is a legal basis for declining the card service.
- 3.1.9 The card is provided with an envelope containing a PIN code (secret password) or upon the customer's preference a one-time password is sent to the customer's phone number, which after entering into ATM, the Customer can change and enter his/her preferred PIN code,
- 3.1.10The validity period indicated on the card means that the given card is valid until the last calendar day of the given month of the given year indicated on the card.
- 3.1.11Failing to pay annual/monthly issue/service fees of the card set by Tariffs on time can be a base for suspension of the card.
  - 3.1.12 In case of early termination of the card previously charged service fee is not refunded.
  - 3.1.13 Provisions defined by Paragraph 2 of the Agreement for bank and other account shall apply to the card account, unless otherwise defined by the given paragraph.

## 3.2 Card usage

- 3.2.1 While making a payment with a card through electronic devices /POS terminals and so on/ the customer is to sign the receipt at the request of a trade outlet if the Customers Identification data is not applied.
- 3.2.2 The Bank is not liable for direct or indirect damages caused to the customer while making a cash withdrawal at any ATM or because of non-maintenance of the card at trade outlets as a result of their breakdown /including expired cards/.
- 3.2.3 Individual customers shall be provided with account statements with periodicity of 30 days by the means of communication that they have chosen.



- 3.2.4 The customer should accept the statements and check the compliance of transactions reflected in the statements with the actual transactions executed. In case of reviling discrepancies in the statements the Client should inform the Bank within fifty-five days after the receipt of the statement. Failure to submit a claim on the discrepancies in the statements within the aforementioned period, or within other period under the rules of payment and settlement system set for the appropriate cards, will confirm the compliance of transactions reflected in the statements with the transactions executed by the Customer.
- 3.2.5 In case of objections concerning account balance and/or any transaction, within the terms mentioned in 3.2.4 paragraph the cardholder should submit an application-complaint to the Bank in the manner prescribed by the latter to start the appeal process under the rules set by payment and settlement system of the relevant card. The Bank provides the customer with the results of the application-complaint within 10 working days by the latter's desired means of communication. In case of satisfaction of application-complaint the chargeback is carried out. In case of rejection of the application-complaint the Bank shall provide the Customer with a written answer.
- 3.2.6 To prevent frauds and ensure the safety of the Customer's account the Bank may define daily encashment limit and/or maximum acceptable limit on the transactions against the monetary funds available on the Card Account, which may be amended upon the Customer's appropriate application.
- 3.2.7 The card usage features, benefits, privileges are set forth by the Information Bulletin of the given card.
- 3.2.8 Customer's liabilities towards the Bank arising from the transactions executed within the card's validly period or after that shall not be terminated in case of closure of the Card and are subject to full execution.
- 3.2.9 While making payments through contactless method via Visa and Master cards, transactions in the amount of AMD 20.000 equivalent foreign currency may be executed without PIN code input.

## 3.3 Types of Card transactions

- 3.3.1 Customers can make transactions with credit cards in RA currency and/or foreign currency bank accounts defined by the Bank.
- 3.3.2 The following transactions may be executed with the Card (in particular, transactions can be limited according to the type of a card and /or depending on the conditions of the agreement signed with the Bank). Individual customers:

Receive monetary funds in AMD or foreign currency within and outside of the RA territory

To pay for goods (works, services, intellectual work) in Armenian dram within RA territory and in foreign currency outside of RA territory.

Other transactions in AMD and foreign currency, if their performance is not limited by law or other regulatory legal acts.

Legal entities, private entrepreneurs:

Get cash in the currency of the Republic of Armenia for estimates associated with economic activity of the Republic of Armenia including estimates of operational and administrative expenses,



Get cash in the currency of the Republic of Armenia for non-cash estimates associated with economic activity of the Republic of Armenia including estimates of operational and administrative expenses,

Other transactions in RA currency and foreign currency if their fulfillment is not restricted by RA law or other legal acts.

# 3.4. Card safety rules

- 3.4.1 In case the card's mandatory requisites envisage the presence of Client's signature in the appropriate part of the card, the Customer must sign in the field of signature on the opposite side of the card while receiving it.
- 3.4.2 The card should be kept in a safe place, away from other people, humidity, high and low temperature and strong magnetic field. Mechanical damages or excessive bending should be avoided.
- 3.4.3 The Card must be inaccessible for third parties. It is not allowed to give the Card and / or PIN code to third parties for the purpose of making payments.
- 3.4.4 PIN code shall be kept secret and it is not allowed to disclose or make it accessible to third parties. Do not keep PIN code in the wallet. Only the customer should know PIN code.
- 3.4.5 After memorizing PIN code written in the envelope we recommend you to destroy the envelope.
- 3.4.6 While making transaction and entering the wrong PIN code for three (3) times successively, the card will be blocked, it may be confiscated as well and the customer won't be able to use the account until the latter applies to the Bank in written to unlock the card.
- 3.4.7 In case of card loss or theft the customer must immediately inform the Bank by phone call (+37410510929or +37496012816), based on which the Bank blocks the card account to ensure the safety of monetary funds available on the account. The unblocking of the card is made upon the Customer's application.
- 3.4.8 In case of card theft it is recommended to inform law enforcement bodies as well and submit the evidence of applying to the mentioned body to the bank which will serve as a base to provide law enforcement bodies with the information on attempts of illegal use of the card upon the latters' request.
- 3.4.9 While entering PIN code in the presence of third parties or cameras the customer should be careful not to disclose the PIN code to third parties. In the evening hours it is preferable to use ATMs located in well-lighted and public places to avoid card theft. The customer should not provide third parties with PIN code or let them make transactions instead of him/her.
- 3.4.10 The customer should be careful and not forget to take the money and the card from an ATM. In case of not taking the card, a signal may sound and a few seconds later the card will be swallowed by the ATM.
- 3.4.11 In case of confiscation of the card by an ATM, the customer shall apply to the Bank to get it back. The bank provides the card to the Customer within 10 business days.
- 3.4.12 In case of noticing additional devices, wires, adhesive tapes and other suspicious means attached to the ATM, its keyboard or card reading devices, the Customer should refuse to execute transactions immediately notifying the Bank thereof.
- 3.4.13 It is recommended to make card purchases only from well-known and reliable trade outlets. The Customer should not send his/her card details (card number, expiry date, etc.) by e- mail to third parties.
- 3.4.14 In trade outlets the Customer should show and give the card only to the cashier. While executing transaction the customer should keep the card within his/her eyeshot and should not allow the cashier take the card away from the service center.
- 3.4.15 While making transactions via POS terminals in trade and service outlets the customer should be provided with two receipts, and by the cashier's request one of these receipts must be signed by the Customer. In some outlets transactions are made via manual printers and the necessary information is written down by a cashier. In this case the document should be made in 3 copies. Before signing the document, the customer must be sure that the amount of money from the purchase, received service or the value of cash, coincides with the amount indicated on the receipt. One should never sign the document, if the amount of money is way are amount indicated.



not pointed on it.

- 3.4.16 Cardholder must get his/her copy of the receipt and keep it.
- 3.4.17 Do not enter the PIN code while making online purchases. It is necessary to keep all the documents and receipts connected with the internet transaction. Be sure that the sending of information about the card is encrypted. Check, whether he address of the website (URL) of the particular outlet starts with https:// index. At the same time, at the ridge of the browser should appear the image in visage of closed lock.
- 3.4.18 Be aware of a message received by E-mail address, which contains attached files or unknown website addresses. It can endanger the revelation of important and secret information by the help of computer virus or other infected software.
- 3.4.19 Install the latest versions of anti-virus and anti-hacking programs in your computer and update their databases on time. It is also necessary to update other programs of your computer periodically.
- 3.4.20 Never answer to the questions through e-mail, which contain information on cardholder personal details. If you are required to inform your bank code (don't confuse it with PIN code), passport number or other similar information by phone or by other means of communication, don't inform anything, unless you are sure in legality of the request.
- 3.4.21 Be aware of false web site addresses bearing close resemblance to the web site or the e-mail address of a corporate entity, which will likely mislead you.
- 3.4.22 Do not close the browser window only. To exit the web site follow the appropriate instructions, otherwise someone else may have access to that site.
- 3.4.23 Avoid making financial transactions in joint outlets, which offer services by internet (Internet-cafe, etc). They may have special software which can register cardholder's actions and reveal all the details typed through the keyboard of the computer.
  - 3.4.24 ArCa 3-D Secure, MasterCard® SecureCode and Verified by Visa® (VbV) systems are available in Internet outlets to enhance the security of card transactions. These systems offer the modern level of security for the transactions made by ArCa, MasterCard and Visa cards, based on one-time passwords sent to cardholders through SMS messages and/or email submitted to the Bank for that purpose. Every time cardholder make a transaction in trade outlets, using the aforementioned systems, he/she will receive SMS message with a code for one use only, which should be immediately entered in the appropriate place, otherwise the transactions will be declined. Moreover, cardholder must not provide third parties with the code, and in case of the absence of mobile phone number or its change, cardholder should apply to the bank personally. In exceptional cases, if the bank permits, cardholder can notify the Bank by other means of communication based on the written application.
- 3.4.25 While using ATM situated in a closed area, the access of third parties should be banned. Card reader devices having access to ATMs and located in aforementioned areas, should not require cardholder's PIN code. In case of entering the PIN code by mistake, block the card and apply to the Bank.
- 3.4.26 If the transaction is terminated by cardholder or some error occurs during termination, the cardholder must require to destroy the cashier's copy of document in his/her presence. Cardholder's copy must be kept, which will allow to dispute the particular transaction in short term, in case of deceit by cashier, and freeze cardholder's money related to the terminated transaction.
- 3.4.27 If you return purchase, paid by card, require and keep the appropriate document from the outlet. The document must contain all the details on terminated transaction (card number, initial date of transaction, verification code, returned cash).
  - 3.5. Tokenization of the card, implementation of contactless and/or remote transactions through the Bank's system.
    - 3.5.1 The tokenization is possible to implement with cards of VISA International payment system issued by the Bank.
    - 3.5.2 The customer can simultaneously tokenize more than one card in the mobile device.
    - 3.5.3 It is possible to make NFC payments via a mobile device, if the latter has one of the following unlocking security systems: fingerprint, FaceID, PIN.
    - 3.5.4 The customer is granted with an opportunity to activate/register a digital card and an e-image corresponding thereto in the mobile application for which the Customer:

- 3.5.4.1 Enters the required information about the card into the mobile app following the instruction of the app interface.
  - 3.5.4.2. Accepts the terms and conditions of the Provider of the service and other terms (if any) in accordance with the terms of mobile application, as well as agrees with those terms.
- 3.5.4.3 After the successful verification of the card by the Bank, the mobile application offers the Customer to pass identification by entering the one-time password into the mobile app which has been received through an appropriate SMS or e-mail.
  - 3.5.4.4 Confirms the Customer identifying method offered by the mobile app (e.g. entering a one-time password which has been sent as SMS message).
  - 3.5.4.5 After the successful identification of the Customer, the mobile app informs about the activation/registration of the digital card and downloads the appropriate e- image.
- 3.5.5 The safety of the Customer's card data during the tokenization is guaranteed by both Visa International and Mastercard payment systems depending on card type.
  - 3.5.6 To implement contactless transactions through ATMs the customer shall perform the below mentioned activities:
    - 3.5.6.1 Check the payment amount reflected on the screen of the POS terminal of the TSO
    - 3.5.6.2 Enter the identification (biometric) data into the portable device to activate the mobile device
    - 3.5.6.3 Select the appropriate e-image of the digital card through which he/she wants to make the payment,
    - 3.5.6.4 Bring the mobile device nearer to the Pos terminal for the transfer of data.
    - 3.5.6.5 To execute a transaction with the digital card in same cases the Customer may be required to confirm the transaction additionally entering the Card PIN through TSO's Posterminal.
  - **3.5.7** To perform a remote operation the Customer shall implement the below mentioned activities.
    - 3.5.7.1 Choose the product or service which he/she wants to buy with the digital card registered in the mobile app through the apps of TSOs, the Provider or on the websites cooperating with the mobile app (web platforms).
    - 3.5.7.2 Check the amount to be paid and other details
    - 3.5.7.3 Select the e-image of the appropriate digital card in the mobile application through which the transaction will be executed.
    - 3.5.7.4 Confirm the payment process with the digital card entering the identification data into the mobile device.
    - 3.5.7.5 The confirmation of the customer's instruction of the execution of a transaction through the digital card is the entry of the identification data into the mobile device
  - 3.6 Obligations and Rights of the Bank
  - 3.1. The Bank is obliged to:
- 3.6.1.1 Secure Card service according to the rules adopted by the appropriate payment and settlement service for the given card and provide the Customer with round-the-clock support at 86 86 or +374- 8000-8686 phone numbers.
- 3.6.1.2 Provide the cardholder with the account statement in the manner and cases set by Terms.
- 3.6.1.3 Block the card after the notification of the card loss or theft by the Customer.
- 3.6.1.4 Block the card from the moment the Customer notifies about the loss of the mobile device, theft of identification data or data of tokenized card or these data being known to third parties.

3.6.1.4 Keep banking secrecy regarding the cardholder in compliance with RA Legislation and the agreement.

The Bank is eligible to:

- 3.6.2.1. Reject card transactions, if the requested amount exceeds the payment limit.
- 3.6.2.2. Unilaterally reject the tokenization of the card in case the card is blocked; there is suspicion of a fraud or in other cases.
- 3.6.2.3. Impose restrictions on the funds available on the account in the manner and cases prescribed by RA legislation based on court, compulsory enforcement and tax authorities' decisions.
- 3.6.2.4. Without prior notice charge the fees set by the Tariffs, offset the receivables, loans and other monetary liabilities of the Customer to the Bank.

# 3.7. Obligations and Rights of the Cardholder

- 3.7.1 The cardholder is obliged to:
- 3.7.1.1. Pay all fees and penalties related to card and card account service set by Tariffs to the Bank.
- 3.7.1.2. Read the terms and conditions of the transactions made through payment cards and meet all the rules and requirements set forth by it prior to the tokenization of the card.
- 3.7.1.3. In case of loss of the mobile device, theft of the identification data or data of the tokenized card or the access thereto by the third parties the Customer shall immediately apply to the Bank to block the tokenized payment card/s/.
- 3.7.1.4. The Customer may have other terms and agreements with the Provider or the third party companies the fulfillment of the provisions set forth by them is obligatory for the Customer.
- 3.7.1.5. Return the card to the Bank within 5 business days in case of card termination. Should the cardholder fail to return the card with the application on the card account closure, the latter will suffer the risk of false transactions made by the card and must compensate the card in international Stop List by fees and tariffs set by the Bank's Tariffs.
- 3.7.1.6. Immediately notify the Bank about the loss of the card or in case the PIN code becomes available to third parties to block the card.
- 3.7.1.7. Present identity card at the request of the servicing employee.
- 3.7.1.8. Not to pass the card or attached cards or the PIN code to third parties.
- 3.7.1.9 Notify the Bank about the changes in identity card, phone number, place of work, residence and other information previously provided to the Bank within three calendar days.
- 3.7.1.10. Pay the special (preferential) tariffs (envisaged for the cards which are issued and maintained for the purposes to receive salary, scholarships or to execute other kind of payments through companies cooperating with the Bank) agreed between the Bank and a partner company, unless otherwise agreed between them. In the cases when the Bank stops the cooperation with a company or the customer stops receiving card payments through the cooperating company the preferential tariffs must be suspended and the customers should pay in compliance with Bank's tariffs.
- 3.7.11. To pay the receivables to the Bank within three banking days from the notification made by the Bank to the Client about the demand for the payment of the amount of receivables. For each day of delay in the payment of these amounts, the Client is obliged to pay the Bank
  - also a penalty of 0.13 percent of the unpaid amount until actual payment of the receivable, but no more than the debt.
    - 3.7.2 The customer is eligible to:
  - 3.7.2.1 Get cash from ATMs and POS terminals, make non-cash payments or execute other transactions offered by the Bank within payment limits of the card account.
  - 3.7.2.2 Get more than one card, additional cards after submitting an application to the Bank and paying all the fees defined by Tariffs.
  - 3.7.2.3 Order and receive a new card/attached card instead of expired and damaged ones.
  - 3.7.2.4 Transfer cash or non-cash money to the card account.



- 3.7.2.5 Receive account statements in the manner, cases and periodicity prescribed by Terms.
- 3.7.2.6 Receive short message (SMS) for each transaction made by card in case of using the service.
  - 3.7.2.7 Implement remote and/or contactless transactions in the Mobile app and /or payment wallet with the tokenized card
  - 3.7.2.8 Tokenize more than one card.
  - 3.7.2.9 Appeal transaction executed through card account within the terms and order set by Terms.

# **3.8.** Liability

- 3.8.1 The Bank should be liable to the customer in the manner and extend prescribed by RA legislation for the disclosure of the Customers information constituting bank secrecy by the breach of RA Legislation.
- 3.8.2 The Bank shall not be liable for the damages caused to the customer as a result of illegal use of the card, if the monetary funds have been withdrawn from the customer's account by the identified Customer or the latter's representative or upon the use of the Customer's Identification Data, as well as in other cases prescribed by RA Legislation.
- 3.8.3 The Bank shall not be liable for the damages caused to the customer as a result of illegal use of the card, if the funds have been withdrawn from the Customer's account due to the latter's intentional or negligent actions, or in the cases when the Customer's identification data has been known and used by third parties as a result of deception or other kind of frauds.
- 3.8.4 The Bank shall not be liable for the transactions executed by third parties as a result of card loss or theft, except the cases when monetary funds have been withdrawn from the account as a result of the card not being blocked by the Bank after the Customer's notification on card loss or theft.
- 3.8.5 The Bank is not liable for the prohibited transactions transactions or attempts of transactions with the tokenized card for the services offered by the Provider or third parties.
- 3.8.6 Should the Customer fail to notify the Bank about the loss of the Mobile device, the theft of identification data or tokenized card data or about the access thereto by third parties the Bank is not liable for transaction with the tokenized card.
- 3.8.7 The Bank is not liable for interruptions, malfunctions or failures of the work of the third party companies.

# 3.9. Order and Conditions of Card blocking, unblocking

- 3.9.1 The Bank blocks the card upon the Customer's notification about Card loss/theft or after revealing a transaction made by third parties.
- 3.9.2 The Bank may block the card in case of non-fulfillment of obligations by the Customer, as well as restrictions imposed on the account in compliance with RA Legislation and the Terms.
- 3.9.3 The Bank unblocks the card once all the grounds for blocking are being settled. The Bank unblocks the card within one banking day after the Customer applies to the bank for unblocking the card and makes all the payments defined by Tariffs for unblocking.
- 3.9.4 The card may be blocked by the Bank when suspicious, fraudalent card transactions and/or in case of risks while executing such transactions. Should the card transactions be made at lower limits in accordance with the rules defined by clearing organizations, which cannot be clarified with the client, the employees are eligible to enter these cards to international STOP LIST and charge commissions from the card account of the customer at tariffs and rates set by the Bank.



- 3.9.5 Should the customer fail to pay annual service fee or other fees for more than 3 months, the Bank will close (block) the card, without informing the cardholder. Unblocking occurs only after the debts payment.
- 3.9.6 The Bank can refuse to unblock the card, if the card has been blocked because of the restrictions, set within the terms of the law, or the fee for unblocking has not been paid, or when unblocking of the card can cause financial losses, which can't be paid by the means available on the card.

# 3.10 Card Transaction Appeal Order and Terms

- 3.10.1 The Customer may appeal transactions or a concrete transaction executed through the card by submitting an application or a complaint (hereinafter "Complaint") to the Bank in a defined manner.
- 3.10.2 While accepting the Customer's complaint a confirmation, a receipt or a copy of the complaint signed by the Bank's employee accepting the complaint shall be provided to the Customer.
- 3.10.3 The application-complaint is being discussed by the Bank and the answer is provided within 10 working days after the receipt of the Complaint.
- 3.10.4 If the customer submits an application-complaint within 15 days after being informed about the transaction to be appealed, the Bank may satisfy the Customer's claim within 90 days after the receipt of the application-complaint if there are evidences that the transaction has been made without the identification of the Customer or the use of Customer's Identification Data, the Customer is not at fault for the transaction, as well as the transaction has not been executed as a result of disclosure of the card, Card data or Customer Identification data to third parties due to the Customer's deliberate or negligent actions, or as a result of any other kind of fraud.
- 3.10.5 The Cardholder shall bear the negative consequences of financial losses caused by the difference in exchange rates as a result of the conversion of the currencies of the appealed Card operations.
  - 3.11 Order, Conditions and Terms of Card Re-issue
  - 3.11.1 The Bank reissues the card without the cardholder's additional application within 15 days before the expiry of the card unless:
    - 3.11.1.1 The bank did not reissue due to technical reasons.
    - 3.11.1.2 The cardholder applied to the Bank beforehand (at least 15 days before the expiry of the card) to close the account (and/or not to reissue the card).
    - 3.11.1.3 No transactions has been made for 365 days preceding the end of the validity period of the card and the account balance is less than AMD 50,000 or its equivalence in foreign currency,
    - 3.11.1.4 The cardholder has outstanding card debts towards the Bank.
      - 3.12 Terms of card maintenance via terminal
      - 3.12.1 The receipts of transactions executed with the card serviced through terminal may be deemed invalid in the following cases:
        - a. the Customer's signature on the hard copy of the receipt of the transactions implemented through the reading of the card's magnetic stripe is missing
        - b. during the transactions executed through the reading of the card's chip carrier PIN code has not been applied and the customer's signature on the hard copy of the receipt is missing
      - 3.12.2 The bank is eligible to:
        - Suspend payment of compensation (as a security against the receivables) to the TSO received against any MO/TO (key-entered) operations from payment and settlement systems for a definite period of time (up to 6 (six)



- months or longer based on the Trade and Service Outlet's nature of operations or the terms of delivery (rendering) of goods (service)) or require an additional security from TSO.
- b. Block TSO's and the latter's other accounts at the Bank for the period of up to 6 months or longer
- c. Check the authenticity of the information provided by TSO and(or) obtain any necessary information from any source regarding TSO or third parties involved in a manner not prohibited by the Law.
- d. Amend or terminate the contracts and agreements signed with TSO (including

   immediately) if TSO violates the requirements of the Agreement.
- 3.12.3 While accepting payments through the card TSO is not allowed to carry out the reading, collection, acquisition, storing of the card data through device(s) other than the ones provided by the Bank, as well as to disclose, transfer the data to third parties or use it in other way.
- 3.13 The currency rate used for transactions in a currency other than that of the Card Account.
  - 3.13.1 The exchange rates applied at the time of certification and actual accrual/formulation of a transaction performed in a currency other than the currency of the Card Account.
  - 3.13.2 The conversion is being carried out as follows at the time of transaction certification and actual accrual /formulation/.

At the time of transaction certification the Transaction currency is converted to card currency at the average exchange rate published by the Central Bank of RA and formed in the currency market -2% for foreign currency sale (+105 for RUB) and -2% for foreign currency purchase (-10% for RUB). Moreover, for international transactions inh currencies other than USD or EUR prior to the above-mentioned conversion, the transaction currency is converted to USD + 2% for withdrawal transactions and - 2% for incoming transactions at the rate set by VISA or Mastercard payment systems.

At the moment of actual accrual/formulation of transaction

For transactions carried out in AMD in the territory of the Republic of Armenia, the noncash exchange rate published by the Bank for card transactions on the day of formulation is applied, and in the case of withdrawal transactions, it is converted by the purchase rate, in the case of incoming transactions, by the sales rate.

For international foreign currency transactions executed within the territory of the Republic of Armenia and international transactions in USD or EUR, the noncash exchange rate published by the Bank for card transactions on the day of execution is applied, and in case of withdrawal transactions, it is converted to the selling rate, in the case of incoming transactions, to the purchase rate.

For international transactions different from the US dollar or Euro currencies, the non-cash exchange rate published by the Bank for card transactions is applied to the US dollar, and in the case of outgoing transactions, it is converted to the sales rate, and in the case of incoming transactions, to the purchase rate. Prior to the above conversion, the transaction currency is converted to USD at the rate set by the VISA or Mastercard payment systems + 2% for withdrawal transactions and - 2% for incoming transactions.

3.13.3 The Bank is not responsible for the possible losses of the Client arising from the differences in exchange rates of the transaction in a currency other than the currency of the account, and the risk of its negative consequences is borne by the Client.

#### 4. DEPOSITS

- 4.1 The types of deposits acceptable by the Bank, interest rates, payment order, periodicity and other essential terms are provided in the information bulletins of the relevant type of deposit, which are published on the Bank's website and constitute an integral part of the Terms.
- $4.2\,\mathrm{The}$  Bank and the customer sign a deposit attraction agreement which envisages the type of placed



- deposit, size of the amount, currency, interests to be paid against the deposit, deposit recovery terms and other essential terms.
- 4.3 When placing a deposit with the bank an account for the given deposit is opened with the Bank, which reflects information on credited and debited amounts.
- 4.4 The customer may be registered as a user in the appropriate electronic software system developed by the Bank and without signing a deposit agreement and after being identified by the system the customer can open deposit accounts electronically, execute non-cash transfers to these accounts, receive interests against them and execute other electronic transactions envisaged by the system and the information bulletin of the appropriate service published by the Bank.
- 4.5 Any operation and/or transaction that the system allows to implement after signing in by the identification of the Customer as a registered user is deemed to be executed by the Customer upon the latter's instruction and the electronic documents formed on the system in regard to the transaction shall have the same legal force and significance as the written documents signed by the Customer.
- 4.6 The registration order of the Client in the system is defined by Part 6 of Terms.
- 4.7 Cash entry and withdrawal on the deposit account is verified by the relevant written receipt, and the deposit amount cashless turnover is confirmed by electronic documents formed in an appropriate electronic environment.
- 4.8 Deposit account money entries and withdrawals are also confirmed by deposit account statements.
- 4.9 The Bank shall provide the Customer with deposit account statements free of charge in the cases, manner and periodicity prescribed by RA Legislation and in the cases not defined by RA Legislation, the customer can receive account statements after paying the fees set by Tariffs.
- 4.10 Upon the depositors request the deposit amounts are paid to the customer in the currency of the deposit or in AMD by cash or by transferring to the Customer's bank or other accounts.
- 4.11 In the cases, manner and sizes set by RA Legislation the Bank, as a tax paying agent, may make tax deductions from the interests paid against the deposit.
- 4.12 Should the depositor demand the deposit or any part thereof prior to the term of the Agreement, the calculation of the interest of deposit or any part thereof shall be carried out as per the rates for demand deposits existing in the Bank and if the interests against them have already been paid in the rates defined for the placement of the deposit then the deposit shall be deemed repaid to the extent of the amount calculated and paid at a rate higher than the rate defined for on-demand deposit.
- 4.13 Should the Depositor fail to request withdrawal of the deposit after expiry of Deposit Agreement or the agreement, the Agreement shall be deemed extended under the terms applicable to demand deposits unless otherwise provided in Deposit Agreement.
- 4.14 Deposit replenishment or replenishment restrictions are defined by a deposit agreement of the relevant type of the deposit.



## 5. CREDIT LINES

- 5.1. Types of credit lines offered by the Bank, interest rates applied against them, redemption maximum terms and other essential conditions are presented in Information Bulletins of the appropriate types of the credit lines, which are published on the Bank's website and constitute an integral part of Terms.
- 5.2.A credit line provision agreement is signed by and between the Bank and the Customer, which envisages the size, currency, interest rate, repayment term and other essential terms of the credit line to be provided.
- 5.3.In case of credit line provision, credit line use and repayment shall be reflected on the relevant credit line account
- 5.4. The Customer may be registered as a user in the appropriate electronic software system developed by the Bank and after being identified by the system the Customer may submit an application for receiving credit line electronically. The limits, interest rates and other fees, provision terms and conditions are defined by the appropriate information bulletin and/or Terms. Electronic documents formed in the system in regard to the transaction shall have the same legal force and significance as the documents signed by the Customer.
- 5.5. The registration order of the Client in the system is defined by Part 6 of Terms.
- 5.6.In the cases, manner and periodicity prescribed by RA Legislation, the Bank shall provide the customer with account statements free of charge, and in the cases not envisaged by the Legislation the Customer can receive statements after the payment of fees set by Tariffs.
- 5.7. The Bank may demand a security for the provision of credit line and grant a credit line provided that the redemption of the credit line is secured by appropriate facilities.

## 6. ELECTRONICTRANSACTIONS

- 6.1 The Bank may also provide banking services to the Client electronically (internet, mobile phone, POS terminals, and other devices) hereinafter referred to as "Electronic transactions"
- 6.2 The electronic transactions may be executed through "AEB Online", "AEB Mobile", and through the Bank's other software systems (hereinafter "The System")
- 6.3 Through the System the Customer may view his/her accounts, check balance, submit instructions, applications, receive statements, manage his/her accounts, implement transfers as well as execute other banking transactions offered/permitted by the appropriate system.
- 6.4 The description, possibilities and usage rules of the electronic transactions and the systems are presented in the appropriate information bulletins, which are published on the Bank's website and constitute an integral part of Terms.
- 6.5 For the execution of electronic transactions the customer should sign an agreement with the Bank, submit an application for using the appropriate system, meet and fulfill the requirements set by Terms and Tariffs as well as meet Customer Identification requirements.
- 6.6 Ensuring Customer Identification requirements shall mean the registration of the customer in the system as a user, after which the customer gets a username and password, PIN code, a one- time password created by a device generating automatic passwords and/or other identification datum offered by the Bank (hereinafter "Password"), by the use of which the customer is identified or deemed to be identified.
- 6.7 Any operation and /or transaction executed in the System after the entry to the System and application of the Customer's password registered as a user shall be deemed to be executed by the Customer registered as a user, upon the latter's order, and the documents formed in the system regarding the transaction shall have legal force and significance equivalent to the documents signed by the Customer in written.
- 6.8 For the execution of transactions by his/her representative(s) through the system the Customer may be provided with more than one device, password, code for which the Customer should provide a relevant power of attorney to the Bank. The entry to the system and execution of transactions by the mentioned entity (entities) is also deemed to be implemented/authorized/ by the Customer for which the customer bears responsibility.



6.9 The Customer (representative) shall bear responsibility for keeping his/her identification

passwords secret. In no circumstances the Customer shall disclose or make them accessible to third parties. The Customer is obliged to undertake all the necessary measures to keep them secret. The Bank shall not be held liable for the damages caused to the Customer due to the transactions carried out in the System by the breach of aforementioned safety rules.

- 6.10 For the purpose of identifying the Customer and ensuring the safe use of the System, customer authentication questions or other security measures may be offered by the System, which shall be carried out and accepted by the Customer as obligatory rules of the System.
- 6.11 The rules designed for the use of the System may include obligatory actions for the implementation of the appropriate transaction, which shall be carried out with defined accuracy otherwise it may lead to the rejection, non-execution or incorrect implementation of the transaction. In mentioned cases the Bank will not bear responsibility for the damages caused to the Customer.
- 6.12 For the execution of electronic transactions the Bank is eligible to charge commissions at the size defined by Tariffs for the relevant service. In regard to the maintenance of the systems telecommunication service providers' service fees may be charged from the Customer.
- 6.13 Devices provided to the Customer to use the System ("eToken PASS" device to use "AEB Online " system, as well as other devises) are the Bank's property and provided to the Customer for temporary use.
- 6.14 The Customer is liable to return the provided devices fully and in a due state upon the Bank's first request:
- If the Customer fails to fulfill or improperly fulfills his/her obligations under the Agreement, Terms, Tariffs
- If the Bank terminates the rendering of banking services through the System.
- If the Customer submits an application on refusal of banking services.
  - 6.15 In case of loss or damage of the device the Customer shall immediately reimburse the full price of the device to the Bank.
  - 6.16 The features of implementing electronic operations with tokenized card, the requirements and terms of the Customer's service are defined by the 3<sup>rd</sup> paragraph of the Terms/Payment cards/.

### 7. OTHER BANKING SERVICES

7.1 Except the main banking services presented in Terms the Customer may be provided with other banking services defined by the appropriate information bulletins which are periodically published on the Bank's website and constitute an integral part of Terms.

## 8. FINAL PROVISIONS

- 8.1 In case of changes in personal data, other information and documents, notification means, communication procedure submitted to the Bank, the Customer shall inform the Bank in written within three banking days.
- 8.2 Terms and tariffs apply also to the customers who actually use or are going to use any bank services offered by the Bank even though there is no actual Agreement with them or there is a previously signed contract, moreover the use of any bank services by the given customer shall mean that the latter enters into agreement or renews the Agreement and shall be serviced under the terms set by the Agreement.
- 8.3 The following appendixes constitute an integral part of the terms:
- 8.3.1 Appendix 1 List of documents received from Customer
- 8.3.2 Appendix 2 Terms and Conditions of digital payment cards
- 8.3.3 Appendix 3 Notification on the terms and order of "Guaranteeing the compensation of deposits"

Appendix 1 of Terms

List of documents required from the Customer



- 1.1 Passport
- 1.2 Document containing public services number
- 1.3 State Register Certificate of private entrepreneurs or by Unified State Register or an extract from the Unified State Register and a stamp (at the customer's request) (required only from an individual entrepreneur),
- 1.4 Tax code (required from private entrepreneurs only if not indicated in RA State Register certificate.
- Documents required by resident legal entities
- 2.1 ID of the head of the executive authority
- 2.2 State Register certificate /including the registration transcript of the acting head)
- 2.3 Certificate of participants / in the case of foundations, public organizations, public associations and those organizations whose participants are not registered by any state body or by the organization that is an account operator according to the rules of the Central Depository of Armenia OJSC, a certificate of participants issued by the executive body of the given organization, maximum 30 days prior/ if the information about the participants (maximum 30 days prior) is not included in the charter) or in the statement issued by the Unified State Register.
- 2.4 In the case of joint-stock companies, a reference (statement) from the account operator organization according to the rules of the Central Depository of Armenia OJSC regarding the shareholders, and in the case of a legal entity participant with 20% or more share participation among shareholders, a reference is also required regarding the participants with a 20% or more participation of the given legal entity, and so forth, in case there are legal entity participants in the participants with 20% or more participation of legal entities, a reference is required regarding the participants with a 20% or more participation of those legal entity participants.
- 2.5 A copy of Charter sealed and signed with "True with the Original" inscription.
- 2.6 Tax Code (if not indicated in RA State Register Certificate)
- 2.7 Statements or certified copies from the orders of the persons authorized to sign entitled to assume the office,
- 2.8 The Customer should also submit the copies of construction permits of the building to be constructed for opening the special account of constructor
- 3. Documents required by non-resident legal entities
- 3.1 ID of the head of executive authority
- 3.2 Notarized Armenian translation of the original statement on participants (maximum 30 days prior), if the information on participants (maximum 30 days prior) is not included in Charter), moreover, in case of 20% and more legal entity participants among participants a notarized Armenian translation of the original reference (information) regarding the participants with 20% or more participation of the given legal entity is also required, and so forth, in the case of participating legal entities among the participants with 20% or more participation of legal entities, a certificate (information) about participants with 20% or more participation of the legal entity participants is required.
- 3.3 In case of opening the account by a legal entity (entities), notarized Armenian translation of the original document certifying the powers of attorney of an authorized person (people).
- 3.4 Notarized Armenian translation of the original document certifying the registration of the legal entity by authority carrying out state registration of legal entities of non-resident's country
- 3.5 The notarized Armenian translation of the original document on the registration and authority of the head of the legal entity by the body implementing the state registration of legal entities of the non-resident country, a notarized copy of the identity document of the head of the legal entity
- 3.6 Notarized Armenian translation of original of founding documents of non-resident (Charter, founding agreement and etc).
- 4 Documents required by liquidated legal entities
- 4.1 IDs of the members of Liquidation Commission
- 4.2 Authority's decision on appointment of liquidator/Chairman of Commission
- 4.3 State Register statement/ reference on liquidation of the legal entity
- 5 Documents required from liquidator /original or copy with "True with the original" confirmation/
- 5.1 Court order on appointment of bankruptcy trustee of debtor
- 5.2 Court order on declaring the debtor bankrupt
- 5.3 Bankruptcy trustee's qualification certificate
- 5.4 State registration certificate of the private entrepreneur of the bankruptcy manager
- 5.5 Passport copy of bankruptcy manager
- 6 In order to open/maintain an account with a power of attorney, the corresponding power of attorney/original/issued by the client to the representative and the identity document of the representative are required.



The power of attorney must be issued in accordance with the law, moreover in case of an individual client/including PE, with mandatory notarization (of persons equal to the latter) or with the approval of relevant officials in the Bank. 7 Depending on the requirements of the bank's internal legal acts, other additional documents may be requested from the client.

Appendix 2 of Terms and Conditions

#### TERMS AND CONDITIONS OF DIGITAL PAYMENT CARDS

- 1. Definitions and concepts: "Bank": ARMECONOMBANK OJSC
- "Card": payment card of Visa International or MasterCard STANDART international payment system issued by the Bank for the Customer
- "Identification: an obligatory process of verification and approval of the Customer's identity. While executing transactions at the Bank through face-to-face contact, the identification is verified on the basis of identification documents submitted by customers. When transactions are being executed on non-face-to-face communication basis (through electronic transactions), the customer is identified by the use of Customer Identifying data.
- "Client identifying data": Client identifying data is envisaged to be applied in the electronic environment or during non-face-to-face communication, which can be PIN code (secret password), card's CVV code, parole, password and/or other means by the use of which the client will be deemed identified.
  - "Trade and service outlet" (hereinafter "TSO"): a partner of the Bank, for whom the Bank installed, activated POS/cash registers (POS) /Virtual POS terminals (hereinafter referred to as "Terminal").
- "Digital card" (Token): The virtual identifier of the card which the Customer has activated in Mobile application and/or payment wallet to execute remote and/or contactless transactions. It is a unique digital code which has been generated by the Payment system and is an additional requisite of the card.
- "Card Tokenization": technology of replacement of the customer's secret data with special non-material equivalent.
- "Mobile application": software (AEB Mobile, Apple Pay), which is installed on the mobile device and uses the service provider technology, the exclusive rights of which belong to the service provider. The functionality of the mobile app, the usage terms and the procedure on granting rights for the use of the Mobile app are defined by the Provider of the given service.
- "The provider": a company which provides necessary information and technology support to register, use and remove a digital card in the mobile app on the basis of rules of the payment system and/or a separate agreement with the payment system.
  - "NFC (Near field communication)": technology of wireless transfer of data between devices over a short distance (about 10 cm.)
- "NFC payments": contactless payments which are executed through AEB Mobile app and/or other systems which are installed on the mobile device.
- "Electronic image": image of the card electronically registered in the mobile device which contain the 4 digits of the Card, the logos of the Bank and the payment system
- The Customer may read the General Terms and Conditions of the banking services rendered by ARMECONOMBANK OJSC visiting the link: https://aeb.am/hy/sakagner/
  - 2. Main principles of the transactions
  - 2.1 Tokenization of the card and implementation of contactless and/or remote transactions through the Bank's system.
- 2.1.1. The tokenization is possible to implement with cards of VISA International or MasterCard STANDART international payment systems issued by the Bank.
  - 2.1.2. The customer can simultaneously tokenize more than one card in the mobile device.
  - 2.1.3. It is possible to make NFC payments via a mobile device, if the latter has one of the following unlocking security systems: fingerprint, FaceID, PIN.
  - 2.1.4. The customer is granted with an opportunity to activate/register a digital card and an e-image corresponding thereto in the mobile application for which the Customer:



2.1.4.1. Enters the required information about the Card into the mobile app following et then

- instructions of the app interface.
- 2.1.4.2. Accepts the terms and conditions of the Provider of the service and other terms (if any) in accordance with the terms of Mobile application.
- 2.1.4.3. Agrees with the terms on the issue of the digital payment card and transactions executed therewith.
- 2.1.4.4. After the successful verification of the card by the Bank, the mobile application offers the Customer to pass identification by entering the one-time password into the mobile app which has been received through an appropriate SMS or e-mail.
- 2.1.4.5. Confirms the Customer identifying method offered by the mobile app (e.g. entering a one- time password which has been sent as an SMS message).
- 2.1.4.6. After the successful identification of the Customer, the mobile app informs about the activation/registration of the digital card and downloads the appropriate e-image.
  - 2.1.5. The safety of the Customer's card data during the tokenization is guaranteed by Visa International payment system.
- 2.2 To implement contactless transactions in TSOs the Customer shall perform the below mentioned activities:
- 2.1.1 Check the payment amount reflected on the screen of the POS terminal of the TSO.
- 2.2.2 Enter the identification (biometric) data into the portable device to activate the Mobile app.
  - 2.2.3 Select the appropriate e-image of the Digital card through which he/she wants to make the payment transaction in the Mobile app, if necessary.
  - 2.2.4. Bring the mobile device closer to the POS terminal for the transfer of data.
  - 2.2.5. In some cases to execute a transaction with the digital card the Customer may be required to confirm the transaction additionally entering the Card PIN through TSO's POS terminal.
- 2.3 To perform a remote operation the Customer shall implement the below mentioned activities.
- 2.3.1 Choose the product or service which he/she wants to buy with the digital card registered in the Mobile app through the apps of TSOs, the Provider or on the websites cooperating with the mobile app (web platforms).
- 2.3.2 Check the amount to be paid and other details.
- 2.3.3 Select the e-image of the appropriate digital card in the mobile application through which the p a y m e n t transaction will be executed.
- 2.3.4 Confirm the payment transaction with the digital card entering the identification data into the Mobile app.
- 2.3.5 The confirmation of the customer's instruction on the execution of a transaction through the digital card is the entry of the identification data into the Mobile app.
- 3. Liabilities and rights of the Bank
  - 3.1 The Bank is obliged to:
- 3.1.1 Ensure the service of the Digital card in accordance with the rules accepted by the clearing systems and provide the Customer with round-the-clock support at 86 86 or +374-8000- 8686 phone numbers.
- 3.1.2 Immediately block the card after the Customer warns about the loss of a mobile device, theft of identification data or the data of tokenized card or on access thereto by third parties.
- 3.1.3 To keep the banking secret information about the customer, made known to him/her, in accordance with the procedure defined by RA legislation and the agreement.



- 3.2.1 Unilaterally reject the tokenization of the card, block the card in case there is a suspicion of a fraud or in other cases set by the Terms.
- 3.2.2 Reject the implementation of Card transactions if the required amount exceeds the Payment limit of the Card.
- 3.2.3 In the cases and order set forth by the RA Legislation, impose restrictions on the monetary funds available on the account based on the judicial acts, decisions of compulsory enforcement bodies and tax authorities
- 3.2.4 Without prior notice charge the fees set by the Tariffs, offset the receivables, loans and other monetary liabilities of the Customer to the Bank.

# 4. Liabilities and rights of the Customer:

- 4.1 The customer is obliged to :
  - 4.1.1 Read the terms and conditions of the transactions made through tokenized payment cards and meet all the rules and requirements set forth by it prior to the tokenization of the card.
  - 4.1.2 In case of loss of the mobile device, theft of the identification data or data of the tokenized card or the access thereto by the third parties immediately apply to the Bank to block the tokenized payment card/s/.
  - 4.1.3 The Customer may have other terms and agreements with the Provider or the third party companies, the fulfillment of the provisions set forth by which is obligatory for the Customer.
- 4.2 The customer is entitled with the right to:
  - 4.2.1 Implement remote and/or contactless transactions in the Mobile app and /or Payment wallet with the tokenized card
  - 4.2.2 Tokenize more than one card
  - 4.2.3 Dispute the transactions made through the card account in the order and terms set forth by the Agreement.

# 5. Responsibility

- 5.1 The Bank is not liable for the prohibited transactions or attempts of transactions with the tokenized card for the services offered by the Provider of Mobile device or third parties.
- 5.2 Should the Customer fail to notify the Bank about the loss of the Mobile device, the theft of identification data or tokenized card data or about the access thereto by third parties the Bank is not liable for transactions with the tokenized card.
- <u>5.3</u> The Bank is not liable for interruptions, malfunctions or failures of the work of the third party companies.



## NOTIFICATION ON TERMS AND PROCEDURE OF GUARANTEEING THE COMPENSATION OF DEPOSITS

# DEAR DEPOSITOR

ATTENTION. Please, get familiar with the provisions of this document prior to signing the deposit agreement.

The guarantor of your deposit is the Deposit Guarantee Fund (hereinafter referred to as the Fund).

Location of the fund: RA, c. Yerevan,

Khorenatsi 15, "Elit Plaza" business center.

Phone: (374 10) 58-35-14 Website: www.adgf.am

All the definitions of this notification correspond to the definitions of the Law of the Republic of Armenia "On Guaranteeing Compensation of Bank Deposits of Individuals" (hereinafter referred to as the Law).

The case of revenge

Your Guaranteed Deposit is subject to reimbursement in the following cases©

- If the bank is recognized as insolvent in accordance with the legislation of the Republic of Armenia and the decision of the board of the Central Bank of the Republic of Armenia (hereinafter referred to as the Central Bank) confirms the fact that the bank is unable to return deposits within the time limits set by law and agreements, or
- If the bank is declared bankrupt in accordance with the procedure established by the legislation of the Republic of Armenia (hereinafter referred to as an insolvent bank).

The procedure for calculating guaranteed deposits is defined in accordance with resolution number 261-N of 26 August 2008.

ATTENTION. All your dram deposits with the same bank are considered as one dram deposit, except for unsecured deposits, and all your foreign currency deposits with the same bank are considered as one foreign currency deposit, except for unsecured deposits.

In the event that your bank deposit with the bank was formed as a result of the merger of one or more banks, then your bank deposit in each merging bank is considered as a separate bank deposit in accordance with the law.

The guaranteeing limits of deposits are as follows:

Currency structure of deposit	Maximum size of guaranteeing the deposit	
If you have only dram deposit at the bank	AMD 16mn	
If you have only currency deposit at the bank	AMD 7mn	

If you have both AMD and currency deposit in	If the dram deposit is more	AMD 16mn <sup>1</sup>
the same bank	than AMD 7mn	
	If the dram deposit is less than	AMD 7mn <sup>2</sup>
	AMD 7mn	



If you have a separate bank deposit in an insolvent bank and at the same time are the owner of a joint bank deposit invested in the same bank, then the total amount of your separate bank deposit and your share in the joint bank deposit is guaranteed in the manner and amount prescribed by the Law.

If you have a non-performing loan to an insolvent bank, the amount to be reimbursed will be calculated based on the positive difference between your bank deposit and the non-performing loan. Problematic liability is considered to be the liability for which you have delayed repayment of the principal amount (or part thereof) or payment of interest for more than 90 days after the term specified in the contract.

A joint bank deposit of two or more depositors is considered a separate bank deposit of each person in the amount of the depositor's share determined by the agreement. If the shares of depositors of the joint bank deposit are not defined by the contract, then the joint bank deposit is divided equally among the depositors.

The compensation of bank deposit is carried out in AMD only. The AMD equivalence of the foreign currency bank deposit is determined as of the date of occurrence of compensation at the average exchange rate formed in the currency markets published by the Central Bank.

"Your bank deposit is not reimbursed" if the deposit is less than AMD 1000 as of the date of reimbursement. Unguaranteed bank deposit

- 1. Your bank deposit is not guaranteed if:
- 2. You are the head of the given bank and/or a member of the latter's family,
- 3. You are a person with significant participation in the given bank and/or a member of the latter's family,
- 4. You, as the owner (co-owner) of the deposit, have renounced the right of ownership to your part of the deposit,
- 5. Your deposit has been recognized as a criminally obtained monetary instrument, unless you prove otherwise,
- 6. Your deposit was invested in the given bank at the time of investing the bank deposit with an interest rate exceeding at least 1.5 times the interest rate of similar bank deposits provided by the offer to conclude a public contract by the given bank,
- 7. Your deposit is invested in the bank's branches established outside the territory of the Republic of Armenia.

# Guaranteed deposit repayment procedure and terms

Within three working days following the day of the compensation event, the Fund publishes a statement about the compensation event. Starting from the twentieth working day following the day of the reimbursement event, the Fund, through the insolvent bank or another bank, begins to implement the process of reimbursement of your deposits. You can make a claim in writing or electronically no later than three years following the date of the compensation event. If you do not submit a written request within the specified period, the Fund will not reimburse your guaranteed deposit. The Fund is obliged to pay the depositors' claims within three working days following the day of submission of the claim in writing or electronically, except for the cases stipulated by the Law.

After the payment of the amount of the guaranteed deposit, your monetary claim against the insolvent Bank is considered satisfied in the amount of the reimbursed amount. The amount exceeding the compensation amount is considered the obligation of the insolvent Bank towards you.



<sup>&</sup>lt;sup>1</sup>Only AMD deposit is guaranteed.

<sup>&</sup>lt;sup>2</sup>The dram deposit is guaranteed in full and the currency deposit in the amount of diffrerence between dram deposit and refundable dram deposit.