PUBLIC

Approved
By Decision N 93-L of the Management
Board of “ID Bank” CJSC from 12/03/2026

RULES
ON DEFINING THE CRITERIA OF CLASSIFICATION OF A PHYSICAL ENTITTY CLIENT AS UNWANTED AND TERMINATION OF BUSINESS RELATIONSHIPS WITH THE CLIENT

Subdivision in charge	Customer care unit
Effective date	01/04/2026
Extent	All subdivisions of “ID Bank” CJSC
Other provisions	Repeal the Procedure on “Defining the criteria of classification of a Client as unwanted and managing relationships with them” approved by the decision N 412-L of the Management Board of “ID Bank” CJSC from September 25, 2025 upon entry into force of these Rules.
Related documents	RA Civil Code Procedure on “Termination of business relationships with Clients”

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CHAPTER 1. OBJECTIVE

1. The objective of these Rules is to define the criteria and the terms of classification of entities who have performed illegal, non-ethical or other actions otherwise unacceptable for "ID Bank" CJSC as unwanted Clients for the "ID Bank" CJSC, as well as the termination and management of business relationships with the Clients.

CHAPTER 2. DEFINITIONS AND ABBREVIATIONS

2. The definitions and abbreviations used in these Rules shall have the following meaning:
   1) *Bank* - "ID Bank" CJSC,
   2) *Client* - RA resident or non-resident physical entity who uses or has used the services rendered by the Bank, applies or may apply to use those services.
   3) *Unwanted Client* - Client of the Bank who is classified as an unwanted Client in the order and cases provided by these Rules,
   4) *Business relation(s)* - periodic services provided by the Bank to the Client, which are not limited to one or several one-time transactions.

CHAPTER 3. CRITERIA AND PROCESS OF CLASSIFICATION

3. The Bank may classify the Client as an Unwanted Client in the following cases:
   1) The Client has expressed himself/herself in an offensive or disrespectful manner about the brand of the Bank, services rendered by the Bank, employees, work style of the Bank or other topics related to the reputation of the Bank by using inappropriate words, insults in social sites. Moreover, this criterion can never apply to cases when the Client soundly criticizes the Bank and/or the activity of the Bank without any offensive and defamatory remarks,
   2) The Client offends or shows unethical attitude towards the Bank's employees and/or the Bank. Moreover, this criterion applies to cases registered both at the premises of the Bank and outside the premises of the Bank, e.g. during a phone conversation etc.,
   3) The Bank possesses reasonable suspicion that using the Bank's services is intended exclusively or mostly for the Client to spend/waste the Bank's resources (human, time, material), cause material damage to the Bank, obtain personal benefits not derived from the nature of other services rendered through abuse of rights,
   4) The Bank has reasonable suspicion that the property requested by the Client to be traded through the Bank's services is directly or indirectly related to illegal activities,
   5) Forgery or attempted forgery was committed in RA commercial banks and/or other financial organizations with the participation of the Client.
4. A motive (signal) for classifying the Clients as unwanted on the grounds described in clause 3 can be:
   1) Providing relevant (written) information about the Client by the Bank employee,

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2) Information appearing in the press, social networks and public platforms,
3) Reliable information received from RA commercial banks and/or other financial organizations,
4) Actions of the Client.

5. The Client can be not classified as an Unwanted Client if the latter did not bypass universally accepted bounds of legality and ethics while expressing his/her complaint or performing actions.
6. The Client can also be not classified as an Unwanted Client or, if classified, the classification can be removed, if the latter has changed his/her attitude, accepted and corrected his/her mistake after corresponding clarification, for example, removed or changed his/her post and/or apologized for violating the norms of ethics.
7. The classification of the Unwanted Client can be approved and removed by the decision of the eligible body of the Bank.

CHAPTER 4. TERMINATION OF BUSINESS RELATIONSHIPS WITH THE CLIENT

8. At the Bank's initiative, Business relationships with the Client may be terminated or not confirmed in the following cases:
   1) The client has been classified by the Bank as an Unwanted Client,
   2) The Bank has information or reasonable suspicion that:
      a) The Client used the Bank's services in violation of the RA legal acts or security rules established by the Bank,
      b) The Client's use of the Bank's services has led or may lead to the illegal/unlawful acquisition of rights to another's (third party's) property, theft of another's (third party's) property, or violation and/or restriction of any right or legal interest of a third party,
      c) The Client uses his/her and/or other Client's accounts illegally made available to him/her for fraud or other illegal purposes,
      d) The Client's use of the Bank's services causes or may cause operational and/or reputational risks or consequences for the Bank.
9. The following actions are conducted by the Bank for the purpose of or within the framework of termination of business relationships with the Client:
   1) Submitting a request to the Client to release the existing funds from the Client's accounts, in order to subsequently stop servicing those accounts,
   2) In the event that the Client fails to fulfill the Bank's request specified in sub-clause 1) of clause 9 of this Procedure within a reasonable period of time, within a maximum of ten days, transferring and storing funds available in the Client's accounts to special transit accounts until the latter submits a request for their receipt to the Bank,
   3) Directing/transferring the funds available on the Client's accounts and frozen at the request of the Compulsory enforcement service for the repayment of the Client's

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respective obligations, in order to subsequently stop servicing those accounts,

4) Closing all existing accounts and cards of the Client in the Bank and stopping the provision of services (termination of existing contracts and blocking of new contracts),
5) Submitting a request to the Client for early (immediate) repayment of the existing credit, receivables and/or other contractual obligations to the Bank, and in the case of the availability of pledged collateral for the mentioned obligations, after the fulfillment of the request submitted by the Bank, returning the pledged property to the Client,
6) Submitting a request to the Clients using the Bank's personal deposit box service to release their allocated personal deposit boxes and, upon fulfillment of the request, terminating the provision of the specified service,
7) Blocking the possibility to use the services and products provided by the Bank,
8) Terminating and blocking any other existing contracts implying a business relationship with the Bank in the future,
9) Blocking communication channels between the Bank and the Client (for example, the possibility of receiving calls from a phone number or letters from an e-mail address, etc.),
10) Limiting or prohibiting the Client's entry to the Bank's premises,
11) Limiting or blocking the access of the Client to the official pages of the Bank registered in social networks,
12) Taking any other restrictive and/or preventive measures to manage the possible risks to the Bank arising from the actions of the Client.

CHAPTER 5. OTHER PROVISIONS

10. These Rules constitute a document containing public terms of rendering services by the Bank. Accordingly, by using any service of the Bank each Client of the Bank thereby agrees to these public rules.

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