

PUBLIC

Appendix 2

Approved

By resolution N 174-L of the ID Bank CJSC

Management Board

of 13/05/2025

**PUBLIC TERMS AND CONDITIONS FOR BUYING, SELLING AND EXCHANGING
FOREIGN CURRENCY THROUGH TRADING ACCOUNTS**

Responsible units	Corporate Banking directorate Retail Banking directorate Digital Banking directorate
Effective date	14/05/2025
Other provisions	

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CHAPTER 1. PURPOSE

1. These public terms and conditions (hereinafter also the Terms and Conditions) regulate the relations between ID Bank CJSC and the Client related to the purchase, sale and exchange of foreign currency through trading accounts.

CHAPTER 2. DEFINITIONS AND ABBREVIATIONS

2. The definitions and abbreviations used in this document shall have the following meanings:

- 1) **Bank** shall mean “ID Bank” CJSC;
- 2) **Rules** shall mean the rules for opening and maintaining bank accounts of legal entities and individual entrepreneurs;
- 3) **Client** shall mean an individual or legal entity (including an individual entrepreneur) who is the holder of a Trading Account opened with the Bank for the purpose of making transactions in foreign currency, other than commercial banks and credit organizations;
- 4) **System** shall mean rate.am website or online mobile application;
- 5) **Transaction** shall mean actions aimed at buying, selling and exchanging foreign currency (including in the form of concluding a contract);
- 6) **Personal account** shall mean a separate domain in the System that allows the Client to view information on his/her foreign currency transactions and/or to make such a Transaction;
- 7) **Trading Account** shall mean an account opened with the Bank solely for the purpose of making a Transaction, through which the Client has the opportunity to make a Transaction only through the System. Moreover, withdrawals from this account can only be made to other accounts opened in the Bank, on the basis of payment orders provided through the system;
- 8) **Bank account** shall mean any type of bank account opened in the Bank;
- 9) **RA** shall mean the Republic of Armenia;
- 10) **Synchronization** shall mean the synchronization of data on Trading Accounts and bank accounts existing in the Bank and the System and periodically changing, in accordance with the process described in these Terms;
- 11) **Username** shall mean the username, specified in the Terms of Use of the rate.am website or online mobile application for the Personal account;
- 12) **Password** shall mean the password specified in the Terms of Use of the rate.am website or online mobile application for the Personal account.



CHAPTER 3. GENERAL PROVISIONS

3. Through the technical integration with the System the Bank provides the Clients with the opportunity to carry out transactions on the Trading Account through the Personal account, as well as to view information about the same.

4. In order to conclude a Transaction with the Bank and enter into legal relations, the Client may synchronize its selected Trading Accounts and Bank Accounts with the Personal account by performing the steps in the sequence specified in the Personal account and the Bank's online system.

Moreover, by synchronizes its Trading Accounts and Bank Accounts in a due order, the Client thereby gives his/her unconditional consent to the System and the Bank to reflect the selected Trading Accounts and Bank Accounts in the Personal account and to obtain access to his/her Trading Accounts and Bank Accounts, by logging into the Personal account in each case, as well as to provide the System with information constituting a banking secret regarding his/her Trading Accounts and Bank Accounts. Obtaining access to Trading Accounts and Bank Accounts includes the ability to view funds available in Trading Accounts and Bank Accounts, manage Trading Accounts and Bank Accounts, and submit payment orders and applications to the Bank.

Having synchronized the Trading Accounts and Bank Accounts and obtained access to Trading Accounts and Bank Accounts, the Client may conclude Transactions with the Bank at any time, without additional identification and contact with the Bank, through being identified in accordance with the Terms by logging into the Personal account, except for cases specified in the Terms.

5. After synchronizing Trading Accounts and Bank Accounts and gaining access to Trading Accounts and Bank Accounts, the Bank requires proper identification in order to obtain access to transactions through the Personal account. Moreover, proper identification provided for in this clause is considered to be the identification performed to enter the Personal account, while in the case of performing the necessary action for synchronizing bank accounts, identification shall be done by performing the steps in the sequence specified by the Bank. The Client acknowledges that the Bank may establish other additional identification conditions for the execution of Transactions, in the presence of which the Transactions may be executed subject to the fulfilment of those conditions.

6. The Client acknowledges and accepts that in addition to the Terms, the terms provided for by the System are also applicable for the use of the Personal account.

7. By accepting the Terms, the Client also agrees to bear full material liability for the fulfilment of obligations arising from transactions concluded through the Personal account.



CHAPTER 4. TERMS OF CONCLUDING TRANSACTIONS AND THE FEES

8. The Client may execute a Transaction if he/she has Trading Accounts in currencies of a Transaction.

9. In order to secure the execution of a Transaction, the Client's shall have on its Trading Accounts funds sufficient for the Transaction. Moreover, the mentioned funds, acting as the security for the transaction, may be freely disposed by the Client in case of refusing from the transaction, taking into account the restrictions provided for by these terms.

10. In order to execute a Transaction, the Client shall submit an offer (foreign currency purchase, sale or exchange) to the Bank, which shall clearly indicate the amount of the Transaction, the currencies of purchase, sale or exchange, the proposed exchange rate and the validity period of the Transaction offer. The Client shall submit the offer by executing the instructions corresponding to the given Transaction. The Bank shall confirm the Transaction by accepting it. Moreover, debiting funds from the Client's Trading Account and crediting funds to the relevant Trading Account shall be considered as the Bank's acceptance of the offer. In case of partial acceptance of the offer by the Bank, the unaccepted part of the offer shall continue to be considered as an offer submitted by the Client in the given amount.

11. The permissible deviation of the Transaction offer (in terms of exchange rate) in case of purchase or sale of foreign currency cannot exceed 25% of the foreign currency purchase or sale rate published by the Bank, respectively, at the time of submission of the Offer.

12. The Bank shall charge the trading account remote service fee in the amount provided for by the tariffs published by the Bank. Moreover, the fee specified in this point shall be charged in AMD.

13. The Client gives the Bank his irrevocable instruction to charge the fee for remote servicing of the Trading Account from the amount transferred to his/her Trading Account as a result of the Transaction, which, if expressed in foreign currency, shall be calculated at the purchase exchange rate published by the Bank.

14. The Transaction offer by the Client is not limited in time, except for cases provided for in these terms, but the Client may recall its offer before the Bank accepts it / confirms the Transaction.

15. A Transaction Offer cannot be submitted on Saturdays and Sundays, and on Fridays after 00:00, a Transaction Offer submitted before that time, but not accepted, shall be deemed rejected by the Bank. A Transaction Offer can be submitted on Mondays starting from 00:00.

16. The Transaction is limited by the minimum amount, in particular, the Client may submit an offer for the Transaction in the amount of at least 200,000 AMD equivalent in foreign currency. The Transaction offer submitted less than the specified limit is not considered by the Bank and shall be deemed to be rejected from the moment of submission.



17. The Bank shall accept the Client's proposal to conclude a Transaction based on the submitted Transaction execution exchange rate. In case the Client submits an offer to sell foreign currency, priority shall be given to the offer submitted with a lower exchange rate, and in case the Client submits an offer to buy foreign currency, priority shall be given to the offer submitted with a higher exchange rate.

18. The Bank may also partially accept the Transaction offer submitted by the Client. In case of partial approval, the Bank shall act in accordance with clause 10 of the Terms and Conditions with respect to the unaccepted part of the offer.

19. Transaction offers submitted by the Clients in the same currency shall be accepted by the Bank, giving priority to the offers submitted earlier.

20. In case the Client's offer for the Transaction is accepted by the Bank, where the Client recalls the Transaction, the Client shall pay the Bank a penalty in the amount of 10 percent of the accepted transaction amount, which the Bank has the right to charge from all Bank accounts of the Client operating in the Bank in an unaccepted manner, in Armenian drams, taking the Bank's selling exchange rate as the basis for conversion. The absence of the amount specified in this clause in the trading account at the time of acceptance of the Transaction shall also be considered a recall of the Transaction.

21. By accepting the Terms, the Client gives his irrevocable instruction to the Bank to debit from its Bank accounts in any manner and credit to its Trading accounts the amounts necessary for the Transactions, as well as the amount of the penalty.

22. By accepting the Terms and making Transactions, the Client acknowledges and accepts the risk of incurring losses as a result of fluctuations in exchange rates for Transactions made in foreign currency.

CHAPTER 4. IDENTIFICATION

23. After the synchronization of trading accounts and bank accounts, each time the Client enters the generated Username and Password to access the Personal account, it is considered proper identification of the Client and is sufficient to establish a business relationship with the Client under the Terms and Conditions and to conclude Transactions with the Bank, submit payment orders and applications to the Bank, unless the Bank has established other additional conditions.

CHAPTER 5. SOME RULES FOR EXECUTING TRANSACTIONS

24. After the synchronization of Trading Accounts and Bank Accounts, the User Name and Password required to log in to the Personal account/biometric (if technically possible) identification is considered an electronic signature and allows the Client to view information on his Transactions and make Transactions and payment orders with the Bank.



The Bank, at its discretion, may from time to time require additional certification of the management of Trading Accounts and Bank Accounts in the Personal account by implementing the steps specified by the Bank.

Each operation (transaction, application, order) is performed by the Client electronically by filling in and confirming the terms of the Transactions in the relevant fields in the Personal account.

The Client understands and accepts that the electronic signature described in this clause is equivalent and has the same legal force as his/her handwritten signature, and the electronic documents signed in electronic form described in this clause give rise to legal consequences arising from the content of the given document.

By accepting the Terms, the Client also gives the Bank his/her unconditional consent, to enter into legal relations, conclude transactions, accept payment orders on its behalf and to accept entering the Personal account in the manner specified above as proper identification, once synchronizing the Trading Accounts and Bank Accounts in the manner prescribed by the Terms.

25. Transactions through the Personal account are considered concluded upon the Client, who has been identified in accordance with the Terms, performing the relevant steps in the Personal account to conclude a Transaction, and upon acceptance of the transaction by the Bank.

26. By making the password for entering the Personal account and/or the ability to enter the Personal account available to third parties in any way (including in the event of not exercising sufficient care to ensure that the password for entering and/or the ability to enter the Personal account does not become available to third parties) the Client authorizes third parties to conclude Transactions on its behalf using the Personal account (on any possible terms), gives its consent to these Transactions and accepts that they create rights and obligations for the Client itself.

27. In case of failure by the Client to fulfil his obligations under the Terms, as well as in case of suspicion of illegal use of the Personal account by the Bank, the Bank has the right to block access to the Personal account for the Client.

28. The Bank is not liable for any losses incurred by the Client as a result of failure by the Client to fulfil his obligations under the Terms, as well as for any losses incurred by the Client through no fault of the Client.

29. The Client understands and accepts that compliance with the requirements set forth in the Terms is in his best interest, and their failure to fulfil them may lead to negative consequences, up to and including the occurrence of monetary liabilities, including those resulting from fraud or forgery, for which the Bank is not liable.

30. The Client understands and accepts that if the password for accessing the Personal account becomes available to third parties, the presumption of its availability to third parties as a result of the Client's behavior shall apply.



31. The Bank, being committed to its mission, maintaining the highest ethical and regulatory standards, carries out responsible activities and ensures that neither the Bank nor the Bank's services directly or indirectly contribute to the violation/circumvention of applicable international sanctions and/or restrictions.

32. The Bank, being a responsible participant in the international financial system, while at the same time highly valuing and protecting the interests, security and continuity of its customers, follows the sanctions and/or restrictions of the UN Security Council, the European Union, the United Kingdom, the United States and other international sanctions and/or restrictions.

33. The Client understands and accepts that the sanctions policy prohibits any customer activity that would violate applicable sanctions and/or restrictions. Such actions will result in the rejection of transfers/transactions, and the Bank may refuse to serve such clients.

CHAPTER 7. FINAL PROVISIONS

34. Relations not regulated by these terms and conditions are governed by the legislation of the Republic of Armenia, the rules, tariffs, conditions published by the Bank and/or contracts, agreements, consents concluded by and between the Client and the Bank, the System Rules, the Terms of Use of the Personal account.

