## **ESCROU ACCOUNTS**

Accounts in AMD, RUR, USD and EUR

Approved by resolution N 485-L of the Management Board of "IDBank" CJSC as of November 27, 2020 Applied since December 1, 2020

The terms mentioned in the bulletin may have been amended. If you are looking through the bulletin on the website of the Bank, please pay attention to the action information bulletin. date of the If you are looking through the bulletin in a paper form, please visit the Bank's website at www.idbank.am for detailed information (paying attention at the action date of the information bulletin), apply to any branch of the Bank or contact the Bank's Call center: 010 593333 or 060 273333.

## INFORMATION BULLETIN

Action	Tariff			
Client group	Physical and legal entity clients			
Account opening	Free of charge			
Service fee	In the amount of 0.2% of the amounted deposited to the account, with minimum fee set as 20,000 AMD and maximum fee set as 500,000 AMD.			
	In case of transactions exceeding 250 million AMD or equivalent in other currency the commission is charged according to the agreement.			
Account currency	AMD and other acceptable currency for the Bank			

Minimum amount of transactions through the account	Not specified		
Maximum amount of transactions through the account	Conditioned by transaction requirements		
Cash deposit to account	According to bank account tariffs and conditions		
Types of operations through the account	Account replenishment  The amount or parts of the amount defined for acquisition of the goods, service, movable or immovable property as a guarantee of the transaction.		
	Cash deposit		
	Transfers from other accounts, including online transfers		
	Through bank transfers		
	Account withdrawal		
	Cash withdrawal		
	Transfers from account, including online transfers		
Provision of reference on the account	Free of charge		
Annual nominal interest rate	0% (annual percentage yield equals to 0%)		
Change of terms	While making changes to the terms of the agreement the account holder is charged 10 000 AMD for making each additional agreement.		
Account closure	Free of charge		

 $<sup>{\</sup>rm *An~escrow~account~is~a~special~bank~account~provided~for~secure~execution~of~goods/services~sale~and~purchase~operations.}$ 

## 1. An escrow account includes:

- Opening of escrow account with the Bank for the client
- Depositing client's funds to the escrow account /freezing of funds/
- Documentary confirmation of commitments
- Opening, maintaining current accounts for transaction parties
- Escrow amount payment
- 2. The Bank pays the amount to the party mentioned in the agreement upon submission of documentary proof of fulfilment of commitments. In case any of the parties of the agreement fails to fulfill its commitments on time or improperly fulfills the commitments, the amount on the escrow account is returned to the depositing party.
- 3. Opening of escrow accounts is performed for the following purposes:
  - Acquisition of real estate
  - Acquisition of moveable property
  - Acquisition of a company's ownership right
  - Other transactions
- 4. Currency of escrow transaction:
  - Payment for property is made exceptionally in AMD. Payment for property in other currencies is made only in cases prescribed by RA
    legislation
  - In case of depositing foreign currency as a security against property, currency exchange is performed at rates published by the Bank at the given moment upon submission of documents defined by the escrow agreement
- 5. Commissions subject to VAT taxation also include the VAT.
- 6. The term of the escrow transaction is conditioned by the term of transaction.
- 7. The currency of escrow transaction is conditioned by the currency of transaction.
- 8. The rights and obligations of the parties in terms of opening, maintaining and cash servicing of escrow accounts are defined by the relevant agreement.
- 9. Attention Interest for funds available on the client's account is calculated based on the nominal interest rate. And the annual percentage yield indicates the income of the client to be received as a result of making mandatory deposit payments and receiving the earned interest amounts at defined intervals. The order of calculation of annual percentage yield is available: Annual percentage yield calculation.
- 10. The interest rate of the amount of escrow account will be calculated for the calendar days of the period starting from the day of being credited to the account until the day of returning to the client or withdrawal from the client's account on other grounds.
- 11. Withdrawal of funds from the client's account is performed no later than on the banking day following submission of the relevant payment order to the Bank.
- 12. Funds directed to the client's account are credited to the client's account no later than within one day after admission of the relevant payment order by the Bank.
- 13. Escrow account statements are provided to the client at least once every 30 days in a way preferred by the client:
  - by e-mail,
  - in person,
  - by post.
- 14. The Bank is not obliged to provide the account holder with an account statement if the Bank did not debit or credit the given account within the reporting period.
- 15. For the purpose of proper study of the client as defined by RA law on "Combating money laundering and terrorism financing" the Bank may require additional documents or information based on "Know Your Client" principle.
- 16. According to the agreement with the USA based on the Foreign Account Tax Compliance Act (FATCA) the Bank may collect additional information for the purpose of identification of the fact of the client being a US taxpayer.
- 17. The tariffs on providing account statements and copies of payment documents as well as other information are defined according the tariffs applied by the Bank.
- 18. The client has the right to communicate with the Bank through a preferred means of communication: e-mail or regular post. The electronic means of communication is the most comfortable. It is available 24/7 and is free of the risk of losing information in paper as well as ensures confidentiality.
- 19. In case of discovering inaccuracies in the transactions related to the account within 15 days after receiving the account statement, the client may submit an appeal to the Bank. If no such appeals are received within the mentioned period, the Bank deems the statement as accepted. The appeal is submitted to the Bank in a written form. The Bank accepts the received appeal for processing within the prescribed period by carrying out corresponding actions as defined by rules of local and international payment systems.
- 20. The list of branches and ATMs of the Bank, information on their locations and working hours are available: Branches and ATMs.
- 21. Remote service for physical entity clients by the Bank is provided through the IDBanking online system. The order and tariffs on rendering remote service are presented in "Public terms on remote banking services".

- 22. The Bank has the right to unilaterally change the amount of simple interest rate paid for funds available on the escrow account by publishing it on the Bank's official website 15 days before it enters into force.
- 23. Disputes arising between the Bank and the client are settled through negotiations between the parties. Disputes between the parties can be settled through the Financial System Mediator (in an order defined by RA law on "Financial System Mediator") located at Elite Plaza" Business Center, 7th floor, 15 Khorenatsi str., Yerevan 0010, Armenia, tel. (+374 60) 70-11-11. Fax (+374 10) 58-24-21, e-mail: <a href="mailto:info@fsm.am">info@fsm.am</a>, and/or through commercial arbitration (in an order defined by RA law "On Commercial Arbitration").
- 24. Account Holder's rights to dispose of the bank account and funds therein can be limited by a court decision based on applications submitted by judicial acts compulsory enforcement authorities or tax authorities.
- 25. Confiscation of funds from the account without the Card Holder's instruction can be performed by a court decision based on applications submitted by judicial acts compulsory enforcement authorities or tax authorities.
- 26. Refundability of funds available on the escrow account is guaranteed in accordance with the RA law "On Guarantee of Remuneration of Bank Deposits of Physical Entities".
- 27. Reimbursement of bank deposits of physical entities in the Bank is guaranteed by the "Deposit Guarantee Fund of Armenia" in the amounts of deposits subject to reimbursement, particularly:

Reimbursement of bank deposits of physical entities in "IDBank" CJSC is guaranteed by the "Deposit Guarantee Fund of Armenia" in the amounts of deposits subject to reimbursement, particularly:

Currency structure of deposit	If you hold only	If you hold only bank deposit in a foreign currency in the same bank	If you hold bank deposits both AMD and foreign currency in the same bank	
	a bank deposit in AMD in the same bank		If the deposit in AMD exceeds 7 million AMD	If the deposit in AMD is less than 7 million AMD
Maximum amount of guaranteed deposit	16 million AMD	7 million AMD	16 million AMD (only the deposit in ADM is guaranteed)	7 million AMD (the bank deposit in AMD will be guaranteed in full, and the bank deposit in a foreign currency will be guaranteed in the amount of the difference between 7 million AMD and the bank deposit in AMD subject to reimbursement)

28. Provisions, which are not regulated by this Information Bulletin, are regulated by the tariffs for services provided by "IDBank" CJSC. 29. The list of documents required for opening an escrow account is presented in the list of documents required for opening bank accounts. The

## Bank guarantees:

- $\checkmark$  deposition of funds to the escrow account,
- $\checkmark$  timely payment of funds from the escrow account to the beneficiary upon submission of documentary proof of fulfilment of contractual obligations.

ATTENTION! THE BANK IS CONTROLLED BY THE RA CENTRAL BANK