

**Approved by Minutes #27 of the Bank Management Board meeting as of 30.06.2017**

**This edition is approved by Minutes #17 of the Bank Management Board meeting as of 21.04.2025**

**Effective 16.05.2025.**

## 1. Definitions and abbreviations used in the Terms and Conditions

EVOCABANK OJSC will provide comprehensive banking services to individuals in accordance with the Terms and Conditions of Comprehensive Banking Services regulating the contractual relationships between the Bank and the Customer.

The definitions and abbreviations used in these Terms and Conditions will have the following meaning unless otherwise expressly stated in the text of these Terms and Conditions.

- **Bank** – EVOCABANK open joint-stock company (address: 44/2 Hanrapetutyan street, Yerevan - 0010, state registration certificate #0157, issued by the Republic of Armenia Central Bank, registration # 27, registration date - 02.10.1991, TIN - 00001182).
- **Customer** – an individual using or wishing to use banking services who has accepted the public offer as set by these Terms and Conditions.
- **Terms and conditions** – terms and conditions of provision of comprehensive banking services.
- **Party** – the Bank or the Customer.
- **Parties** – the Bank and the Customer referred to collectively.
- **Bank website** - [www.evoca.am](http://www.evoca.am).
- **Bank offices** – the Head office and the branches of the Bank.
- **Service terms and conditions** – individual terms and conditions announced by the Bank that regulate the provision of banking services. If the Bank and the Customer have agreed on terms and conditions for a specific service or a separate agreement has been concluded between them, these Terms and Conditions shall apply to the service insofar as they do not contradict these Terms and Conditions of Service or the agreement concluded between them. The Customer may familiarize themselves with the Service Terms and Conditions at the Bank's offices or on the website. The Bank may unilaterally amend the terms and conditions by notifying the Customer thereof within the timeframes and in the manner agreed upon by the Bank and the Customer.
- **Fees** – comprehensive information on the terms of services, charges, commission fees for the provision of services by the Bank on the basis of concluded individual agreements or applications/agreements, on the forms and conditions of their collection, the interest paid and timelines for certain services, and other financial conditions that are an integral part of these Terms and Conditions. The Customer can familiarize themselves with the information on Fees in the Bank's offices or on website. The Fees may be changed by the Bank unilaterally, with notification of the Customer within the timeframe and in the manner prescribed by law, or by a method agreed upon between the Bank and the Customer. Payments stipulated by the Bank's Fees will be charged in Armenian drams.
- **Settlement and cash transactions** – Banking transactions such as Bank account maintenance, cash crediting and /or debiting, cash and cashless payments.

- **Form** - a document established by the Bank in an appropriate form, which when signed or submitted electronically by the Customer via remote service systems proves their intention to use the services offered by the Bank. The Bank may envisage Forms for applications/agreements, applications and agreements.
- **Identifier or login** - Customer data (name, letter, numbers, their combination, etc.), by means of which it is possible to distinguish the Customer from other bank customers.
- **Identification** - verification by the Bank of the Customer's identity based on their identifier.
- **Authentication** - validation of the submitted identifier, making it possible to verify the authority of the Customer and/or their representative to conduct account transactions and/or deposit transactions and/or receive information about them.
- **Banking services** - the services offered by the Bank.
- **Bank account** - current, card, credit and unallocated metal and other accounts offered by the Bank to the Customer.
- **Current account** - a bank account opened in the Customer's name in order to carry out bank transactions.
- **Unallocated metal account** - a demand account intended for recording non-physical gold with weight and purity, without indicating other individual data.
- **Card account** - a bank account opened in the Customer's name to record all card and other card-related transactions.
- **Deposit** - term deposits as specified under the Republic of Armenia Civil Code, which are accepted for a period specified in the agreement and withdrawable upon maturity.
- **Depositor** - a Customer who has entered into a Deposit Agreement with the Bank.
- **Payment card** - local ArCa, and international Visa, MasterCard and Union Pay cards of international payment systems, which are the property of the Bank and are issued to the Customer for conducting card account transactions.
- **Payment limit** - a limit set for card transactions equaling the sum of the card account balance and the line of credit and overdraft.
- **Digital payment card** - a digital payment card of the Visa and Master Card international payment systems which is chosen and ordered by the Customer through EvocaTouch mobile app or the Bank's website in order to implement Card account transactions.
- **Payment system** - «ArCa», «Visa», «Mastercard», «Union Pay» and other payment-settlement systems used in other environments and considered as such in accordance with the RA legislation.
- **Co-branded gift cards** - a Bank-owned, non-reloadable, non-personalized, co-branded ArCa payment card with a magnetic strip and the logos of the Bank and the legal entity-merchant collaborating with the Bank which is intended exclusively for cashless payments through POS-terminals installed on the territory of the relevant entity.
- **Evoca Gift Card** - a Bank-owned, non-reloadable, non-personalized card of ArCa and Mastercard systems with the Bank's logo and magnetic strip, which is intended for cashless payments via V-POS and POS terminals which cannot be used for adding funds to an existing wallet or bookmaker payments.
- **Cardholder** - an individual customer who has been provided with a Payment card. It is noteworthy that the holder of **Evoca Gift Card** is also considered a **bank cardholder**.
- **Remote service systems** - remote service systems for delivery of "EvocaTouch" and "Evoca Online" services, by means of which the Bank, using electronic documents and special technical means (certificates, keys, etc.), will provide the Customer with Banking services, as well as all software or hardware, with the help of which, without the intervention of a Bank employee, these services will be delivered to the Customer.
- **Payment terminal** - a self-service device owned by the Bank and held by the payment and settlement entities, through which Customers can carry out transactions (top up a Bank account, make loan payments, etc.).

- **The Bank's database** - a set of Bank software and hardware containing Customer data which allows the Bank to identify and authenticate the Customer before implementing bank transactions.
- **Bank internal transactions** – Bank transactions performed between Bank accounts.
- **Self-service device** - an automated teller machine or a payment terminal, designed for cash withdrawal or account crediting, as well as for money transfers.
- **Application** - an application, application-agreement, etc. in the form established by the Bank, submitted by the Customer online or offline, through which the Customer expresses their intention to use the Banking Services offered by the Bank.
- **Verification information about the Customer** - the alphanumeric data specified in the Application for receiving Banking Services, registered in the Bank's database and used when communicating with the Bank's Call Center to identify and authenticate the Customer.
- **E-sign system** – special technical devices used in certifying (signing) the documents relating the services offered by the Bank. The system may be used also in delivery of certain types of services that need to be certified through the E-sign system.
- **Operational day** – a working or a non-working day when the Bank provides banking services. Within the context of these Terms and Conditions, operational days are the days and hours when the employees of the Head office, branches and Call-center are supposed to deliver services to Customers. Unless otherwise provided in the terms and/or agreements for individual services and those published on the Bank's website, the operational day starts every working day at 09:30a.m. and ends at 5p.m. Yerevan time.
- **Working day** – a working day within a five-day workweek is set from 9:00 a.m. to 6 p.m.

## 2. General Provisions

- 2.1. These Terms and Conditions constitute a public offer.
- 2.2. These Terms and Conditions will be deemed accepted by the Customer from the moment when the Customer personally or via remote service systems (online) submits a duly completed and certified application/request for the provision of banking services or takes an action expressing their will and intention to accept the Terms and Conditions and use the specified services.
- 2.3. These Terms and Conditions will outline the provisions of the Comprehensive banking services agreement made between the Bank and the Customer, delivery of Banking services by the Bank, as well as contractual relationships between the Bank and the Customer in relation to Banking transactions.
- 2.4. Some services may be provided to the Customer under the terms and conditions set for the Service in question or on the basis of individual contracts, rules, application-contracts, agreements, which are an integral part of these Terms and conditions. In case the special conditions and/or agreements are envisaged for certain services, they will be used in addition to these Terms and Conditions.
- 2.5. If the provisions set forth on the basis of the Republic of Armenia legislation, regulatory legal acts of the RA Central Bank differ from these Terms and conditions, the mentioned provisions shall prevail.
- 2.6. Provision of comprehensive Banking services will be carried out in accordance with these Terms and conditions and Service fees.
- 2.7. Acceptance by the Bank of the Application/Request for the provision of Banking services submitted by the Customer will mean that an agreement on delivery of comprehensive banking services has been concluded between the Bank and the Customer, of which these Terms and Conditions, Fees and Rates are an integral part. If the Application/Request is submitted in a hard copy, a relevant note on its acceptance will be made on the Customer's copy, while the receipt of an Application/Request via remote service systems will be confirmed by sending an electronic message to the Customer or otherwise.

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- 2.8. The Customer accepts and agrees that legal relationships between the Bank and the Customer may also arise from using electronic devices, on the basis of an Application/Application-Agreement, an individual agreement, application or other documents signed electronically. At the same time, the Customer accepts that the electronic signature will have the same legal power and force as a handwritten signature on paper.
- 2.9. The Bank may set a range of services which will be delivered exclusively on the basis of an electronic signature as confirmation of their acceptance through acceptance of these Terms and Conditions.
- 2.10. The documents signed electronically will be sent to the Customer's e-mail address and considered original documents. In this case, the Customer will be responsible for ensuring the accuracy, validity or completeness of the e-mail address provided to the Bank.
- 2.11. The Customer fully accepts and confirms that in case of discrepancies and/or differences between the documents kept by the Customer or sent to their e-mail address and those kept with the Bank, the Bank's copy will prevail.
- 2.12. These Terms and Conditions as well as the comprehensive banking service agreement made through acceptance of the former, will be binding upon the Customer.
- 2.13. By pressing «I confirm», «I agree», «I accept» and other buttons of similar meaning in electronic environment, the Customer confirms that they agree and accept the terms and conditions as part of this process and/or consent. Tapping the «Accept and sign», or similar buttons, entering the «V» and/or «X» sign will mean that the Customer has read, familiarized him/herself with, agreed to, accepted and signed the relevant text(s) and/or document.
- 2.14. By submitting documents containing personal data, the Customer thereby agrees that in order to launch business relationships, the Bank will be entitled to making inquiries to Nork Social Services Technology and Awareness Center and/or other entities possessing personal data of individuals, in order to receive available information and use it in the application-agreement and other necessary documents. In addition to this clause, before signing the relevant application-agreement, the consent of the Customer specified herein will be confirmed in writing, and in case of signing the Application/Application-agreement, his/her consent will be considered given by virtue of his/her acceptance of these Terms and Conditions.
- 2.15. In the case of the Customer's death, legal incapacity, insolvency or bankruptcy recognition, the Bank will not be liable for the performance of banking transactions or delivery of services, until receipt of proper notification of the said facts, including sufficient documentary evidence. If duly notified, effective the following day of notification and execution of an authorization letter for the legal successor or other legal representative, the Bank will suspend banking transactions and delivery of services, while in the event of the Customer's death, the Bank will suspend the accrual of penalties but interest will continue to accrue. The Bank will have the right to suspend banking transactions and delivery of services if information about the facts indicated herein is received from another source of information which the Bank considers reliable.
- 2.16. When using banking services, the customer shall submit documents and data enabling the Bank to duly identify the Customer and verify their authority to implement the transaction.
- 2.17. As part of Customer identification, the Bank will visually check the relevant document, the signature on it, or verify the identity of the person presenting the document. The Bank will not be obliged to use special identification means and not be liable for damages and losses incurred by the Customer if in transactions carried out on behalf of the Customer it was impossible to detect its irrelevance to the genuine will of the Customer.
- 2.18. The Customer shall provide the Bank with accurate details necessary to establish communication with him, as well as other information that may be required by the Bank to conduct banking transactions. The Customer shall immediately notify the Bank of any changes in these data. The risk of the consequences of failure to duly notify the Bank of any changes shall be borne by the Customer.
- 2.19. The Customer shall immediately inform the Bank in writing of all circumstances and events that may affect the relationship between the Customer and the Bank (including, but not limited to, changes in the name, legal –



organizational form, residency, address, Customer's representatives and their powers, initiation of bankruptcy/insolvency proceedings against the Customer, etc.) together with submission, if requested by the Bank, of the documents confirming the relevant circumstances and events.

- 2.20. The Bank will consider the Customer-related information available with the Bank, including the data supplied by the Customer, to be reliable and will continue to rely on it until the Customer duly notifies the Bank of any changes. At the same time, the Customer will be notified that the identification of the payment recipient can be carried out by the recipient bank based only on the account number. Besides, the Bank will have the right to verify the information supplied by the Customer; to that end, the Customer by signing the agreement will authorize the Bank to conduct a review, in the opinion of the Bank, necessary to verify the information provided by the Customer, for this purpose sending a request on behalf of the Customer to the relevant entities and persons for relevant information.
- 2.21. The Parties accept that in cases stipulated by these Terms and Conditions, the documents and data submitted to the Customer electronically will have the same power and legal force as a document in a hard copy signed by the Parties and will be considered duly transferred to the Customer and used for performing Customer account transactions. In case of submission of documents online, the provisions outlined herein will apply also to the documents received from the Customer via the indicated systems. In this case, the risk of potential losses, damages and expenses, legal consequences of the actions (inaction) based on the data supplied by the Customer electronically as specified herein will be borne by the Customer.
- 2.22. The Customer gives their consent for the Bank to process (collect, register, systematize, store, use, etc.) their personal data (first name, last name, patronymic), details of the identity document, social card number/public service number or details of the certificate of their absence, address, telephone number and/or other information, which makes it possible to directly or indirectly identify the Customer in line with the RA law On Protection of Personal Data, for concluding agreements with the Bank, using the Bank's services in the future, receiving information on promo campaigns (offers) and other services.

Based on this clause, the Customer will give their consent to receiving by the Bank relevant information from ACRA Credit Reporting CJSC and will authorize the latter to provide the Bank with information on their current and future liabilities, as well as other data which may be taken into account by the Bank when:

1. making a decision on concluding a loan agreement (this clause is mandatory for submission of a loan application),
2. conducting monitoring,
3. offering other services.

In addition, in case of conclusion of an agreement, the Customer consents for the Bank to turn to ACRA Credit Reporting CJSC during the entire term of the agreement for information, including that on future liabilities and other data.

**The Customer hereby is notified that the number of credit inquiries may have a negative impact on the Customer's overall credit score, but if the information request is sent as part of monitoring, it will not have a negative impact.**

Based on this clause, the Customer will authorize the Bank to provide any information, including Customer personal data available with Bank to other entities and Bank partners, including credit bureaus, insurance companies or state bodies or local government bodies and/or information systems, information companies owned by other entities (including but not limited to Nork Social Services Technology and Awareness Center Fund ) to check the above information, clarify the credit history and, if necessary, to obtain additional collateral for the loan. At the same time, the Customer will authorize the Bank to receive personal data and other customer-related information from other companies, entities and the Customer employer.

The Customer confirms that they fully understand that the received information and data, depending on their content, may affect the Bank's decision.

- 2.23. The Customer's consent to the processing of personal data will be considered given and the Bank will obtain the right to process the Customer's personal data in order to perform the transactions stipulated under the agreements signed by and between the Bank and the Customer as well as provide data to Bank partner-entities/individuals in accordance with the RA law On Banking Secrecy, provided that this is necessary for the Bank to deliver the relevant service and/or carry out activities and/or acquire property and/or in all other cases when the data processing is required by the law.
- 2.24. In case of written withdrawal of the consent to data processing or request for correction or destruction of personal data (if the personal data are incomplete or incorrect or outdated or they were obtained illegally or not needed to achieve the purpose of data processing), the Bank shall cease the data processing or correct or destroy personal data within 10 business days, if there are no unfulfilled obligations between the Customer and the Bank or current contractual relations, otherwise the contractual relations between the Customer and the Bank will be subject to termination with all the ensuing negative consequences. In case of withdrawal of the consent to data processing or request for data destruction, the processing of the Customer's personal data by the Bank will be terminated, however, they will be archived and may be used only in cases stipulated by law. Consent withdrawal will not have retrospective effect.
- 2.25. Consent to the processing of personal data will be given for the entire term of agreements, and in cases stipulated by the RA legislation, for the period specified for such cases.
- 2.26. The Bank will have the right to request that the documents submitted in a foreign language be translated into Armenia as well as be certified in the manner prescribed by the RA legislation. The Bank will have the right to make photo copies or keep the documents without reimbursing the Customer for the expenses.
- 2.27. The Customer may transfer (delegate) their rights to another person on the basis of an authorization letter certified in the manner prescribed by the RA legislation and acceptable to the Bank. When performing transactions through the authorized representative, the Customer's will to transfer their right to a third party must be explicitly spelled out. In case the Customer cancels the authorization letter issued to a third party, the Customer will be obliged to immediately notify the Bank (the Bank branch performing the transaction on the basis of the authorization letter). The Bank shall not be liable for losses incurred by the Customer as a result of transactions conducted by an authorized representative, if at the time performing the relevant transactions by the Authorized representative, the Bank (the Bank's branch conducting the transactions based on the authorization letter) has not received a written notice from the Customer of cancellation of authorization letter. The Customer will be fully liable to the Bank for the actions of the persons authorized by them. In case the authorization letter is presented in a language other than Armenian, the Bank will also require a notarized translation into Armenian, however, the Bank, at its discretion, may accept the authorization letter in another language without its translation into Armenian.).
- 2.28. The Bank may transfer (delegate) all or part of its rights related to performance of certain types of banking transactions to a third party based on an authorization letter executed at the Bank's office as set by a competent authority of the Bank. The Bank may charge a fee for the execution of the authorization letter.
- 2.29. The Bank may, on its own initiative, temporarily - in full or in part - suspend the provision of Services via the EvocaTOUCH and/or EvocaOnline systems, in order to carry out technical maintenance for ensuring uninterrupted operation, upgrading the security and reliability of the systems.
- 2.30. The Customer understands, agrees and unconditionally accepts the fact that launching business relationships with the Bank may require up to 90 (ninety) days from the date of submission of documents as the Bank may need to conduct customer due diligence.

- 2.31. The Customer understands, agrees and unconditionally accepts that the Bank has the right to unilaterally and on its own initiative terminate the current agreement (bank account agreement, card account agreement, etc.) if the Customer's activities or business relations with the Bank, in the opinion of the Bank, are associated with the risk of financial crimes, if the Customer has violated any provision hereof, or in the manner prescribed by the internal legal acts of the Bank the Customer is considered undesirable.
- 2.32. As instructed by the Customer, the Bank will perform all the settlement and cash transactions that are not prohibited by the RA legislation, no restrictions are imposed by the RA law On Combating Money Laundering and Terrorism Financing and/or RA regulatory acts and/or internal legal acts of the Bank as well as there are no signs of risk associated with financial crimes.
- 2.33. The Customer understands and accepts that the Bank shall comply with the requirements of the RA legislation, RA regulations, as well as law enforcement agencies pertaining to financial crimes, in particular, prevention of money laundering and terrorism financing.
- 2.34. In case of suspicion of financial crimes, the Bank will have the right to reject the transaction, including all transactions for a maximum of 30 calendar days, to refuse to start business relations or unilaterally terminate business relations, having notified the Customer of this in writing in advance.
- 2.35. In compliance with international requirements for combating financial crimes and/or the requirements of the relevant regulatory acts of the Republic of Armenia and/or the Bank's internal legal acts, the Bank will have the right to require the provision by the Customer of all necessary information regarding the instructions issued by the Customer, the Account transactions, the amounts credited to and withdrawn from the account, and in case of failure to provide the required information, to suspend and/or refuse to execute the above instructions, Account transactions or impose other restrictions, including refusal to establish/continue business relations with the Customer.
- 2.36. Based on the RA legislation, international law, international and foreign sanctions, the Bank may, unilaterally assuming obligations, and at the request of correspondent banks or the decision of the competent authority of the Bank, impose restrictions or prohibitions on persons who are citizens and/or residents of a certain country and/or persons of a certain group.
- 2.37. The Bank will have the right to reject and/or suspend the transaction and/or reject/terminate business relationships with the Customer based on negative information about the latter.
- 2.38. Due to sharp fluctuations in market exchange rates (during a certain day/days, when exchange rate fluctuate upward and downward by 5 percent or more) as a result of combating financial crimes, and imposition of international sanctions and/or force majeure circumstances (including outside the RA territory), as well as in order to mitigate the relevant risks, the Bank will have the right to set limits on the Customer's foreign currency transactions and determine the payment procedure, including temporarily limiting and/or partially satisfying the Customer's requests for cash withdrawals, currency conversion, with consideration of special service procedures as outlined in the Bank's internal legal acts and information published on the website - [www.evoca.am](http://www.evoca.am), as well as the rates and current fees for transactions as set forth in the agreements.
- 2.39. The Bank will have the right, without prior notice of the Customer, in accordance with the requirements of the RA legislation, to provide information constituting a banking secret to the RA tax authorities – in accordance with chapter 80.2 of the RA Tax Code, to RA government agencies and/or local government bodies and/or competent agencies of foreign states or their representatives, while upon acceptance of these Terms and conditions, the consent of the customer will be considered received with respect to the provision of information containing banking secret, as stipulated by this clause and other clauses hereof.
- 2.40. The Bank will have the right, without prior notice to the Customer, in accordance with the requirements of the RA legislation, to provide, on its own initiative or at the request of other banks, credit organizations, credit bureaus,

as well as the Deposit Guarantee Fund, information about the Customer, their accounts, and credit liabilities. Pursuant to the requirements of the legislation of a foreign state, the Bank may provide the competent authorities of that state with information about the Customer who is subject to the laws of that state.

2.41. The provisions of this paragraph and subparagraphs apply to US persons within the meaning of the US Foreign Account Tax Act, as well as to taxpayers from countries specified in the list published by the RA tax authority (State Revenue Committee, SRC) pursuant to the unified reporting standard CRS (The Common Reporting). This list is updated by the SRC and the Bank will not be obliged to notify the Customer in advance.

2.41.1. In the manner and cases stipulated by the US Foreign Account Tax Compliance Act (FATCA), the Bank will have the right to provide information about the Customer and their accounts and income known to the Bank to the US Internal Revenue Service (IRS) in the reporting form as envisaged under the said law.

2.41.2. The Customer will be responsible for reporting in accordance with the provisions of the FATCA on US citizens and residents, persons holding a US permanent residence permit, as well as for tax payment and familiarization of a US person with the requirements of US legislation.

2.41.3. The Customer shall not challenge any actions of the Bank in compliance with the requirements of FATCA and refrain from making any claims regarding the actions of the Bank within the framework of the said law.

2.42. In the future, upon receiving the status of a US person, the Customer shall notify the Bank of this in writing within 30 days.

2.43. The Customer agrees that the Bank can use their contact information (name, surname, address and data provided to the Bank for communication with the Customer), as well as, at its own discretion and without prior notice to the Customer, provide this information to companies that have contractual relations with the Bank for the provision and offer of services by the Bank or for improving customer service.

2.44. The Customer agrees and instructs the Bank to provide sufficient information necessary for the repayment of their credit liabilities to persons who visit to the Bank for repayment of the Customer's credit liabilities.

2.45. The Bank shall not be liable for direct or indirect expenses (including loss of future earnings or interest), losses and damages incurred by any person if they were fully or partially caused by the Bank's actions to prevent financial crimes, as well as its efforts to comply with other requirements of the RA legislation.

2.46. Based on the Application submitted by the Customer in person or filed electronically, the Bank, in accordance with these Terms and conditions, will provide the following types of services:

- Bank account opening and servicing,
- Issuance of payment cards, card account servicing,
- Issuance of digital payment cards, card account servicing,
- Acceptance and servicing of term deposits,
- Offering safe deposit boxes,
- Lending to individuals,
- Settlement and cash transactions using the bank account,
- Other financial transactions envisaged under the Bank's Fees that are not prohibited by the RA legislation.

2.47. Within the frame of these Term and conditions, the Customer may use the services outlined herein.

2.48. The Customer shall not file applications in a format other than the one established by the Bank.


2.49. Within the frame of these Terms and conditions, the Customer will be required to open a Bank Account. Based on the Application/Application-Agreement submitted by the Customer, the Bank will also provide Banking services through remote service systems.

2.50. When using Banking services at the Bank's offices, the Customer shall submit documents and/or data that enable the Bank to properly identify the Customer and verify their authority to carry out the given transaction.

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- 2.51. The Terms and conditions, Fees, types of services provided to the Customer and/or the terms and/or procedure for their provision, including the list of documents required for the provision of services by the Bank, the interest accrued on the account balance, will be set and may be unilaterally changed by the Bank; these changes can be found at the Bank's offices and/or on the Bank's website, and when receiving services through remote servicing systems - also through the remote servicing system. The Bank will notify the Customer of changes to the specified documents at least 15 (fifteen) days before they come into force (unless another period is provided for by the RA legislation or these Terms and conditions) via the Internet and mobile applications, as well as by publication, and if agreed upon in advance between the Parties - also in another manner preferred by the Customer. If, prior to the effectiveness of the amendments, the Customer does not notify the Bank in writing of their intention to terminate the legal relationship with the Bank under these Terms and conditions, these amendments will be deemed accepted by the Customer.
- 2.52. Subject to prior agreement between the Parties, the Bank will maintain communication with the Customer, including sending service-related messages and documents in a manner agreed upon with the Customer based on the contact details. The Bank shall have the right to use the Customer's email address, mobile phone number and other contact details to send him/her informational or service-related advertising messages. An informative message may include Account Statements, information on the terms of the Services, the procedure for communication between the Parties, the establishment, amendment or termination of the rights and obligations of the Parties, amendments to laws, regulations, internal legal acts of the Bank that affect the services and the annual interest rate of the Bank, as well as the Customer's liabilities, the grounds for their occurrence and penalties imposed (being imposed) by the Bank due to non-fulfillment or improper fulfillment of obligations by the Customer and their imposition procedure.
- The Bank may notify the Customer of the results of Customer application reviews, as well as other transactions implemented by the Customer, by electronic means agreed upon with the Customer, including by posting information on the relevant pages of the Remote Service System, by e-mail, short messages sent to a mobile phone number, Push notifications sent via the mobile application of the remote service system, etc.
- 2.53. The Customer accepts that if notifications, messages, account statements are sent by e-mail or regular mail or as an SMS message to a mobile phone, the Customer will be considered duly notified, regardless of when the Customer actually receives this information. The Customer shall promptly notify the Bank of any changes in their address, residency status or information provided to the Bank. The Bank shall not be liable for the Customer's losses arising from transactions carried out by the Bank on the basis of documents or information available to the Bank, if the Customer fails to promptly notify the Bank of changes in their data.
- 2.54. The Bank shall not be liable for losses and damages incurred by the Customer due to the unavailability of the telephone number and/or e-mail when the Bank sends notifications and other necessary information via electronic or mobile communications.
- 2.55. Details of transactions carried out through the System will be archived by the Bank and used as documentary evidence.
- 2.56. The Customer accepts that a telephone conversation between the Bank and the Customer may be recorded for security reasons and used as evidence by the Bank to the extent permitted by the RA legislation.
- 2.57. The Customer will be served at the Bank's offices and/or by the Call Center during the Operational Day, and via remote servicing systems - during the day when the Customer's payment order was received, unless the Customer has specified a different deadline for its execution. For the purposes of these Terms and conditions, operational days and hours are those determined for the Bank's branches and Call Center for customer service.



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- 2.58. The Customer accepts that requests for Banking Services received after the Operational Day via remote servicing systems may be processed by the Bank during the following Operational Day, unless there are prohibitions and/or restrictions envisaged herein.
- 2.59. The total volume of the Customer's currency conversion requests submitted after the end of the Operational Day may not exceed 5 (five) million drams or the equivalent amount in another currency. However, if necessary, the Bank may unilaterally reduce the mentioned limit.
- 2.60. The Customer agrees that, for security reasons, conversations between the Bank and the Customer's representative at the Bank's offices or via any means of communication in real time may be fully recorded and subsequently used by the Bank as evidence to protect the Bank's legal rights and interests.
- 2.61. In order to increase the security of payments in the Internet environment, the Customer agrees to receive one-time passwords to the mobile phone number or e-mail address registered with the Bank, which must be entered to make payments on VBV/Secure code websites.
- 2.62. The Customer is aware that any electronic message may be subject to cyber-attacks or unauthorized interference by third parties, and also understands that information sent to the postal address specified by him/her may become available to third parties for reasons beyond the control of the Bank. In this regard, the Customer confirms that the Bank shall not be liable for losses incurred by the Customer due to delays in receiving information for the above reasons or access by third parties to information for reasons beyond the control of the Bank.
- 2.63. The Bank shall not be liable for losses and damages incurred by the Customer, as well as delays in fulfillment of obligations as a result of actions of state bodies or force majeure circumstances, including equipment malfunctions or electricity outages.
- 2.64. The Customer declares that s/he has understands the meaning of these Terms and conditions, the terms of Services and Fees and that s/he is legally capable, has the relevant rights and powers required by the RA legislation and other regulations to use the Bank's services.
- 2.65. The Customer gives his/her consent and instructs the Bank to make it possible for third parties to repay the Customer's credit liabilities as soon as they turn to the Bank and show their awareness of the Customer's credit liabilities.
- 2.66. The Bank's Management Board may establish other terms, fees, and procedural regulations for the provision of banking services to Customers who are not RA citizens or residents. In this case, these Terms and conditions shall apply to the said customers to the extent that they do not contradict the terms set by the Management Board.
- 2.67. The Bank may also establish business relationships remotely, after proper identification of the Customer.

### 3. Bank accounts

- 3.1. This chapter sets forth the procedure and terms of account opening and servicing, contractual relationships between the Parties, in connection with Account opening which are specified in chapter 50 (Bank account) of the Republic of Armenia Civil Code.  
The details of account opening and servicing set forth in chapter 51 (Special bank account) of the Republic of Armenia Civil Code are regulated by other rules, internal legal acts and terms of special bank accounts as set by the Bank.
- 3.2. Accounts may be opened both at the Bank's offices and via Remote Service Systems in the manner prescribed by the Bank, after proper identification. Besides, Accounts may also be opened through the Bank's partner apps within the cooperation agreement.

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- 3.3. Accounts will be opened upon submission of the required documents, on the basis of an Application-agreement, an account opening agreement or another standard document set by the Bank. These Terms and conditions, Fees and Rates, as well as other documents of the Bank outlining the features of the Account all together are an integral part of the agreement concluded between the Bank and the Customer.
- 3.4. Accounts will be opened via the remote service system on the basis of an electronic Application using the Customer identification and authentication means as outlined herein.
- 3.5. Opening a bank account in the name of a minor and managing the funds in the account will be carried out by legal representatives. A bank account in the name of a minor under 14 years of age will be opened and managed by legal representatives, and after reaching the age of 14, with the written consent of the legal representative, the minor may manage the account independently, in line with the terms specified by the Bank.  
Minors aged 14 to 18 years may, with the written consent of their legal representatives (parents, adoptive parents or guardians), open Bank accounts in the manner and in cases provided by law and manage the funds in the accounts, unless the Bank provides other terms and conditions for this financial transaction.
- 3.6. A bank account will be opened under the relevant conditions outlined in the Fees and Rates, which are an integral part of these Terms and Conditions, with which the Customer can familiarize themselves at the Bank's offices or on its website. The terms and conditions and fees for opening a bank account are public information and posted in the "Accounts" subsection of the Bank's website: [www.evoca.am](http://www.evoca.am).
- 3.7. The Bank will have the right, at its own discretion, to restrict the Customer's ability to manage their account and/or the funds in it, and to refuse to credit the transferred funds to the Account and/or transfer this amount to the payer without an additional instruction from the Customer (including by withdrawing money from the Customer's account), with the collection of the relevant fee, if
  - 3.7.1. In connection with the transferred or credited amount, the Bank has information or suspicions regarding a fraudulent transaction or part of a chain of transactions, including the presence of identification data of the suspicious transaction in fraud reports received from international payment systems,
  - 3.7.2. The Bank has received information from the sending bank and a written request to classify the transaction as fraudulent and return the transferred amount,
  - 3.7.3. The money transfer is related to a cryptocurrency transaction and/or the party to the transaction is a person engaged in cryptocurrency-related activities.
- 3.8. The Bank will have no right to determine and control the areas of utilization of the Customer's funds or impose restrictions other than those outlined in the law or the bank account agreement with respect to the Customer's rights to manage the funds in the account.
- 3.9. Unless otherwise provided by the RA legislation, in accordance with these Terms and Conditions or consent of the Parties, if there are sufficient funds in the Customer's account, they will be written off from the account in the order of receipt (by calendar days) of the Customer's instructions, separately for instructions submitted online and offline. In this case, the specified sequence may be changed by the Bank, depending on the technical capabilities of the Bank's hardware or software and the internal authorization systems, and the sequence of group or simultaneously submitted instructions will be determined by the Bank independently, unless the Parties have agreed on the priority execution of the instructions.
- 3.10. The Bank will accept the Customer's payment order within the Bank's operating hours.
- 3.11. Applications for currency conversions received online and offline, regardless of the time of receipt, will be executed in the manner and at the exchange rate set by the Bank at the time of transaction execution. The Bank may reject applications for currency conversion received outside working hours and on non-working days.
- 3.12. Physical cash will be credited to the account at the time of submission. Non-cash funds will be credited after the correspondent bank has submitted supporting documents.

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- 3.13. The Bank teller will dispense cash to the Customer based on the submitted application in accordance with the Fees and Rates, published in the Cash Operations subsection of the Fees section of the Bank's website or at the Bank's location.
- 3.14. The Bank teller will dispense cash to the Customer from the bank account based on the Customer's application, however, in order to receive AMD 10,000,000 (Ten million) and above or the equivalent amount in another currency, the Customer must notify orally or submit a written application to the Head Office or branches before 1p.m. of the previous day. For withdrawing cash from the Customer's bank account, a cash withdrawal fee will be charged according to the Fees approved by the Bank's Management Board, which are published in the Cash Operations subsection of the Fees section of the Bank's website.
- 3.15. Interest will be accrued on the balances of funds in the Customer's accounts if they are envisaged in the Fees and Rates published in the Current Accounts subsection of the Fees section of the Bank's website. At the same time, the competent authority of the Bank may make exceptions.
- 3.16. The Bank will credit funds received to the Customer's account no later than the day after receiving the relevant payment document.
- 3.17. The Bank shall not be liable:
  - 3.17.1. for the Customer's losses and expenses incurred as a result of the Bank's failure to execute a payment order due to insufficient funds in the Customer's account,
  - 3.17.2. for the Customer's losses and expenses incurred due to the execution by the Bank of an incorrect, ambiguous or unclear payment order,
  - 3.17.3. for the Customer's losses and expenses incurred as a result of a request for additional information, suspension of a transfer, freezing of an amount or failure to execute a transfer by the beneficiary or intermediary bank.
- 3.18. The Bank will have the right, without additional instruction from the Customer, to write off from the Customer's accounts, including foreign currency ones opened with the Bank, in the manner established by the Bank, the amount of due to the Bank, including those stipulated by the Fees, as well as the expenses incurred by the Bank in connection with the execution of the Customer's payment orders. In this case, if the funds in the Customer's current AMD-denominated account are insufficient to pay off existing liabilities, the relevant amount will be written off from the current or savings accounts with the Bank (including in another currency), and if there are no funds in them, from other card accounts of the Customer (including in another currency).
- 3.19. The Bank may, on the basis of agreements concluded by the Customer or pursuant to a court decision, as well as in cases stipulated by law and/or these Terms and conditions, without additional instruction from the Customer, write off the funds from the Customer's bank account.
- 3.20. The Customer accepts that the Bank may, without additional instruction of the Customer, write off from the Customer's account the funds erroneously credited to the account as a result of failure of hardware or software of the Bank or an organization-Bank partner, or human error, or for any other reason.
- 3.21. Amounts may be credited to bank accounts via Payment Terminals. For transactions performed via Payment Terminals, the relevant payment and settlement organization may charge fees, which may be retrieved via the payment terminal - before the transaction or on the website of the payment and settlement system servicing the Payment Terminal.
- 3.22. Settlement and cash transactions using the Bank accounts will be implemented within the limits of the account balance, with consideration of the Bank fees and the minimum account balance (if it is envisaged by the Fees). The Fees and Rates are published on the Bank's website, in the subsections "Current accounts" and "Cash transactions" of the "Fees" section.

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- 3.23. The Bank will have the right to use the funds in the Customer's account, while also ensuring that the customer can access and use their money as needed.
- 3.24. The Bank will have the right to use the funds available in the Account as collateral to secure the current and/or future liabilities of the Customer, unless otherwise provided by other agreements, rules and/or terms and conditions. The Customer shall not pledge funds available in the account without the prior written consent of the Bank. In case the funds in the account are used as collateral by the Bank, from the moment the pledge agreement is concluded until its expiration, funds in the amount of the collateral will be considered kept in the deposit account, while the terms and conditions of the agreement between the Bank and the Customer during the term of this agreement will continue to apply to the funds in the deposit account. During the term of the account pledge agreement, the deposit account will be considered the account number indicated in the relevant agreement.
- 3.25. If there are funds in the Customer's account sufficient to satisfy all claims, these funds will be written off in the order in which Customer's instructions and other relevant documents were received (by calendar days), unless otherwise provided by the RA legislation.
- 3.26. The Bank will have the right to directly write off the taxes and other mandatory payments from the Customer's account, without prior notice, if this is provided for by the Republic of Armenia legislation, a court verdict and/or decision, including in case of receiving an application (decision) to write off funds based on enforcement documents.
- Information on account transactions will be recorded in account statements, the statements filed with the Customer will be considered proper notification of the account transactions and, at the request of the Customer, will be provided for a relevant fee to the latter on the next banking day.
- 3.27. The Customer shall provide the Bank with clearly completed orders and true data.
- 3.28. The Customer shall manage the funds in their Bank account in accordance with these Terms and conditions and the requirements of the RA legislation.
- 3.29. Pursuant to payment order, the Bank will transfer funds from Bank accounts and accept them in accordance with the RA Law of the Republic of Armenia "On Funds Transfer by Payment Orders" and the internal legal acts of the Bank. At the same time, the Bank will accept an application for cancellation of local (within the Republic of Armenia) payment order only if the Payment Order is not executed by the Bank. In case of cancellation of the Payment Order, the fee charged by the Bank for executing the Payment Order will not be refunded.
- 3.30. The Customer will be aware that restrictions set by the RA legislation may be applied to bank account transactions.
- 3.31. The Bank will charge relevant fees for account transactions (settlement and cash transactions) in accordance with the Bank's Fees.
- 3.32. At least once every thirty days, the Bank will provide an individual, including a sole proprietor - account holder with a statement reflecting the account debiting and/or crediting transactions. The Parties accept that statements will be considered accepted by the Customer if they are not disputed in writing by the Customer within 10 days.
- 3.33. When opening the first account with the Bank, the Customer will be provided with an information sheet on the terms and procedure for guaranteeing reimbursement of deposits, which may also be applied to future bank and deposit accounts of the Customer. Each time when opening an account for the Customer, the Bank will familiarize the Customer with the mentioned sheet. The Bank will inform the Customer of changes that took place in the terms and procedure for guaranteeing reimbursement of deposits. The Customer will have the right to close the Bank Account at any time based on an application, having fully honored their obligations to the Bank. The Bank may refuse to close the Bank Account if the account is banned or other restrictions are imposed pursuant to the RA legislation or the Customer has unfulfilled obligations to the Bank.

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- 3.34. The Bank will have the right to terminate, suspend and/or limit the servicing of Accounts that were inactive for 12 (twelve) consecutive calendar months, while, in the context of the provisions of this clause and the Terms and conditions, account transactions do not include the collection (offset) by the Bank of a fee for account servicing or the debiting of funds for other obligations of the Customer to the Bank, as well as cases of confiscation of funds on the basis of a court decision. These accounts may be reactivated on the basis of the Customer's application submitted by the Customer, with payment of the relevant fees as specified in the Fees and Rates.
- 3.35. The Bank will have the right to unilaterally close the Customer's Accounts without going to court if all their Accounts have zero balance and were inactive during the last calendar year. In this case, account transactions do not include transactions carried out at the initiative of the Bank, including the collection of fees and interest. From the moment of closing the Customer's Account/Accounts in the context of this clause, the agreement between the Bank and the Customer on termination of the Application-Agreement will be considered concluded.
- 3.36. When closing a current account with some balance, the relevant funds will be paid to the Customer or, at his/her instruction, transferred to another account within 7 days from the date of receipt of the relevant written application.
- 3.37. Accounts will not be subject to closure if:
- 3.37.1. The Customer has entered into a term deposit agreement with the Bank and the accounts in question are used to make deposits, pay interest on the deposit and perform other deposit account transactions in accordance with the term deposit agreement and/or
  - 3.37.2. The funds in the Customer's Account have been seized pursuant to a decision of the Compulsory Enforcement Service, court or tax authorities and/or
  - 3.37.3. The funds in the account are pledged and the pledgee does not consent to the account closure.
- 3.38. According to these Terms and conditions, the Customer will have the right to open an Unallocated Metal Account with the Bank, which enables them to conduct unallocated gold transactions using the above account.
- 3.39. An Unallocated Metal Account is a demand account intended for recording unallocated gold, indicating the purity and weight, without indicating any other individual data.
- 3.40. The Unallocated Metal Account records the Customer's metal accounts, expressed in grams and/or troy ounces. The account will be considered open from the moment the relevant weight of gold is credited to the metal account. The minimum amount of gold to be credited to the account will be set on the basis of the Fees currently in effect.
- 3.41. Only the following transactions will be performed using unallocated metal accounts:
- 3.41.1. Crediting gold to an unallocated metal account,
  - 3.41.2. Debiting the unallocated metal account by selling unallocated gold in the account to the Bank,
  - 3.41.3. Replenishing the Unallocated Metal Account by transferring unallocated gold from the Unallocated Metal Account of the Customer or another person with the Bank or another bank into the account in question,
  - 3.41.4. Debiting the Unallocated Metal Account by transferring unallocated gold to the Unallocated Metal Account of the Customer or another person with the Bank or another bank.
- 3.42. Accounting treatment of unallocated gold in unallocated Metal Accounts will be carried out in RA drams at the settlement price announced by the Republic of Armenia Central Bank, expressed in grams in two decimal places or 0.001 troy ounce. In the context of these Terms and conditions, one troy ounce is equal to 31.10348 grams.

#### 4. Deposits

- 4.1. This section outlines the contractual relationships between the Parties in connection with placement of Deposits.
- 4.2. According to these Terms and conditions, the Depositor will have the right to open a deposit with the Bank in order to earn interest. The terms and conditions of opening a bank deposit will be outlined in the Application-



agreement signed between the Bank and the Customer or another standard document underlying the relevant agreement (hereinafter, the Deposit agreement), which are an integral part of these Terms and conditions and the special terms and conditions for the type of deposit in question.

- 4.3. The Customer accepts that the Remote Service System provides an opportunity to remotely open a deposit account and increase the deposit amount.
- 4.4. The Customer understands and accepts that by placing a mark and/or pressing the relevant confirmation button in the signature fields intended for opening a bank deposit through the Remote Service Systems, he/she fully agrees with the terms and conditions, information and other provisions published on the relevant page, link and/or document, which will give rise to rights, obligations and other legal consequences for the Customer and has the same meaning as a document signed by hand.
- 4.5. The electronic versions of Applications for the conclusion of a Deposit Agreement, proposals-applications for amendments to the deposit agreement, and, if necessary, other documents will be sent to the email address indicated in the Customer's application, while the deposit account statement will be available on the relevant page of the System.
- 4.6. Before the conclusion of the Application-Agreement, the Depositor shall provide the Bank with all the necessary documents, the list of which is determined by the Bank. The list of documents is available at the Bank's offices or in the subsection of the relevant type of deposit in the "Deposits" section on the Bank's website.
- 4.7. The deposit can be made in AMD and in foreign currency. The Customer can get familiarized with the list of possible foreign currencies at the Bank's offices or in the subsection of the relevant deposit type in the "Deposits" subsection of the Bank's website.
- 4.8. The Bank will accept the Depositor's funds as a Deposit and undertake to return the Depositor's funds and pay interest on it under the terms and conditions established by the Application-Agreement.
- 4.9. The Bank will confirm the actual amount and/or augmentation of the Deposit by handing to the Depositor personally or providing electronically a document confirming the crediting of the amount to the deposit account or by transmitting it via the remote service system.
- 4.10. The Deposit amount with the possibility of its augmentation can be increased with funds deposited both by the Depositor or third parties acting on behalf of the Depositor. In this case, the Depositor, having concluded the Deposit Application-Agreement, will authorize third parties to increase the Deposit amount on their behalf.
- 4.11. Partial reduction of the deposit amount is not permitted.
- 4.12. Deposits will be accepted both in cash and by bank transfer, and in the latter case, the Bank will have the right to write-off the relevant funds from the Depositor's current account and transfer them to the deposit account.
- 4.13. Payment of interest accrued on the Deposit amount will be made both in cash and non-cash manner.
- 4.14. The Bank will independently manage the amount of the Deposit, ensuring the rights of the Depositor as envisaged herein. The Depositor may at any time request the repayment of the Deposit amount by the Bank.
- 4.15. During the validity of the Deposit Agreement, the Bank shall provide the Depositor with an account statement in accordance with the RA Law "On Attracting Bank Deposits".
- 4.16. The Bank shall provide the Depositor with a deposit account statement within 5 days upon request, with a statement fee charged in accordance with the Bank's Fees.
- 4.17. The Bank shall keep account statements not received or requested by the Depositor for 3 (three) years.
- 4.18. To make a Deposit, the Bank will open a deposit account for the Depositor, and also, upon the Depositor's request, a current account(s) in AMD and in the currency of the Deposit, without charging a fee for servicing the mentioned current accounts. The current account(s) opened for deposit purposes should be used only for servicing the Deposit in question.

- 4.19. Before the expiration of the Agreement, the Depositor may delegate their right to extension of the Deposit term or renewal of the Agreement for a new term to a third party on the basis of an authorization letter drafted and signed in the Bank's office, in the presence of the relevant representative of the Bank.
- 4.20. The Depositor may delegate his/her right to manage the Deposit amount and accrued interest to another person on the basis of an authorization letter.
- 4.21. If upon expiration of the agreement the Depositor does not require the withdrawal of the Deposit amount and accrued interest, the Bank shall transfer the Deposit amount and accrued interest to the Depositor's current or card account as specified in the Application Agreement, unless otherwise specified in the Application-Agreement. If the Depositor failed to indicate in application-agreement a current or card account for servicing the Deposit, interest shall be credited to the current account opened in advance for these purposes.
- 4.22. Interest will be accrued from the day following the transfer by the Bank of the Deposit amount and accrued interest to the current account at the current rates specified by the Bank for the accrual of interest on the balance of current account funds.
- 4.23. The Depositor may make a Deposit in favor of a third party, who may also be a minor. The third party will acquire the rights of the Depositor from the moment of submitting the first request to the Bank, completed in accordance with the established form. If the third party is a minor, they may present the said request to the Bank after reaching 18 (eighteen) years of age, and before that, such right is assigned to their legal representative(s). In this case, the presence of one of the parents is sufficient to perform the transactions envisaged in the application-agreement. Prior to the third-party request submitted on the basis of the rights of the Depositor, the Deposit will be administered by the person who made the Deposit and signed the Application-Agreement in accordance with the instructions and terms of the Application-Agreement.
- 4.24. Before a third party expresses its intention to exercise the rights of the Depositor, the Depositor may exercise their right to the funds placed into the deposit account.
- 4.25. If the funds are placed in favor of a third party, the Bank will have the right to request sufficient information necessary to identify the third party. If there are doubts regarding the lawfulness of the transaction or the impossibility of identifying the third party, the Bank will have the right to refrain from signing a Deposit Agreement in favor of the third party.
- 4.26. If on the Deposit maturity day, no deposit withdrawal request is submitted based on an order given in advance by the Depositor, the agreement may be extended under the current terms and conditions set for the type of deposit in question, adding to the Deposit amount (or without this) the currently accrued and unpaid interest (if the currency differs from the deposit currency, converting the funds at the exchange rate currently effective at the Bank). If on the day of maturity of the Deposit, the Bank does not offer the same Deposit, the Deposit term pursuant to this point may be extended in accordance with the Bank's terms and conditions for another type of deposit.
- 4.27. Interest paid by the Bank to the Customer (resident, non-resident ones) will be subject to taxation in accordance with the RA Law "On Income Tax", and the Bank, being a tax agent, will collect the relevant income tax from the interest accrued on the Deposit.
- 4.28. In all cases where, for various reasons, the Deposit Agreement concluded between the Bank and the Depositor is terminated early (early termination), the amount of taxes envisaged in the agreement and paid to tax authorities will not be returned to the Customer.
- 4.29. The Bank shall promptly return the Deposit amount upon the Depositor's request. If the Deposit amount is withdrawn at the request of the Depositor before the expiration of the agreement, the Bank will recalculate the interest, and the interest accrued on the Deposit will be paid at the interest rate set by the Bank at the time of

recalculation and the Deposit amount will be reduced by already paid interest, unless other conditions are provided by the Bank for this type of Deposit.

- 4.30. The Bank will guarantee the confidentiality of the bank Deposit in accordance with the procedure established by the Republic of Armenia legislation.
- 4.31. The interest accrual on the Deposit will be carried out based on the actual balance of funds in the deposit account from the day of placing the deposit until the day preceding the day of deposit withdrawal (the day of placing the deposit is considered to be the day of actual crediting of funds to the deposit account opened in the name of the Depositor). If the withdrawal day is a non-working day, then the payment will be made during the next working day.
- 4.32. Reimbursement of the Deposit and its size are guaranteed by the RA Law "On Guaranteeing Compensation for Bank Deposits of Individuals". Guaranteed amounts of deposits are indicated in Appendix TRM17-0005-09\_1 to these Terms and Conditions.
- 4.33. During the validity of the deposit agreement, no settlement or cash transactions will be implemented using the deposit account, with the exception of transactions meaning to increase or decrease the deposit amount, if envisaged for this type of deposits.
- 4.34. Interest will be calculated daily on the actual balance. The daily interest rate of the deposit will be equal to 1/365, and for a leap year - to 1/366 of the applicable interest rate.
- 4.35. The Deposit Agreement may be terminated prematurely at the request of the competent authorities in accordance with the Republic of Armenia legislation in cases of imposition of a seizure on the amount of the Deposit or a mandatory instruction for the Bank to withdraw the deposit amount.
- 4.36. The conclusion of a deposit agreement through remote service systems will be carried out on the basis of an online deposit application.
- 4.37. If a deposit is placed via remote service systems, the deposit agreement between the Bank and the Customer will be certified by the Depositor's note on acceptance of the Bank's terms and conditions in the appropriate field of the online deposit application. Depositors can familiarize themselves with the terms and conditions of deposits in the "Deposits" subsection of the "Individuals" section of the Bank's website.
- 4.38. An electronic document generated in the remote service system of the Depositor will be considered a document confirming the receipt of the Deposit.
- 4.39. If the Depositor has submitted an application that does not comply with the currently applicable terms and conditions of the Bank, the latter will have the right to reject the application.
- 4.40. A deposit application submitted online will be accepted by the Bank during the same business day and the agreement will be considered concluded between the parties on the same day. Deposit application-agreements submitted after the operational day will be considered concluded on the following business day.
- 4.41. The relevant electronic confirmations of the conclusion of the Deposit Agreement between the Bank and the Depositor will be equal to confirmations of the conclusion of the Deposit Agreement in a hard copy and considered documents confirming the conclusion of the Deposit Agreement. At the same time, the written form of the Deposit Agreement will be considered observed in accordance with paragraph 2 of Article 450 of the Republic of Armenia Civil Code.
- 4.42. Deposit agreements concluded online and their confirmations will be kept electronically – in the Bank's database.
- 4.43. The Customer will have the right to receive at the Bank's offices the hard copies of the Deposit application-agreement made through the Remote Service Systems, a copy of the document confirming the placement of the deposit (payment order or memorial order), as well as deposit account statements.

## 5. Safe Deposit Boxes

- 5.1. This chapter outlines the relationships between the Customer(s)- user(s) of individual safe deposit boxes (hereinafter, safe deposit boxes) and the Bank, acting as a provider of services for storage of valuables (the Bank and the Customer collectively referred to as the Parties) as well as the rules for renting the safe deposit boxes.
- 5.2. To rent a safe deposit box, the Customer will submit to the Bank an Application-Agreement in the established form, which will specify the rental terms and conditions. The Application-Agreement for a safe deposit box can be submitted both online and offline.
- 5.3. The bank safe deposit box will be provided for rent according to the Safe deposit box Rental fees: [«Fees and Rates» \(TRM14-0002-02/1\)](#), which are an integral part of these Terms and Conditions and posted at the Bank's offices or in the "Individual safe deposit boxes" subsection of the "Individuals" section of the Bank's website. In the context of these Terms and Conditions, the instructions submitted in accordance with the Application-Agreement and the selected conditions are applicable with all their future amendments.
- 5.4. The Customer can rent a Safe deposit box from the Bank to store any items of value (money, securities, precious metals and stones, jewelry, artworks, photo and video tapes, magnetic media, etc.).
- 5.5. The Customer can use the Safe Deposit Box for storing items owned by the Customer, which are free from the rights of third parties, restrictions and arrests. An exception to the requirement set by this clause is the case when the Customer is a pawnshop licensed by the RA Central Bank and/or a credit institution, in which case the latter has the right to store in the Safe Deposit Box only the item that has become its property and is in its legal possession.
- 5.6. It is strictly prohibited to store in safe deposit boxes toxic, radioactive, explosive substances, illegal drugs, firearms and ammunition, hazardous materials affecting the magnetic field, food products, seeds, animals, stolen or illegally obtained items as well as other types of items prohibited by law.
- 5.7. The Bank shall ensure the safety, integrity, inviolability and confidentiality of Bank safe deposit boxes by ensuring special conditions and security measures.
- 5.8. The Customer may enter the safe deposit box room only when accompanied by a responsible Bank employee, presenting the Safe Deposit Box key. To use the safe deposit box, the Bank will provide a key to the Customer. The safe deposit box is locked with two keys, one of which is provided to the Customer, and the other one is kept with the Bank. The safe deposit box may be unlocked only by using both keys simultaneously.
- 5.9. The Customer and their authorized representative(s) will not have the right to use the Safe deposit box in the presence of a third party.
- 5.10. In case of partial or full succession or inheritance of the Customer, the rights of the legal successor or heir shall arise in accordance with the RA legislation of the Republic of Armenia.
- 5.11. The Customer will not be allowed to make a duplicate Safe deposit box key.
- 5.12. The Customer will be prohibited from taking photographs or videos of the safe deposit box or the premises in which it is located.
- 5.13. The Customer or their duly authorized person may use the safe deposit box during the operating day and hours established by the Bank.
- 5.14. Each time the Customer can stay in the Safe deposit box room for a maximum of 15 (fifteen) minutes.
- 5.15. The fee charged for renting a safe deposit box depends on the size of the box and the rental period in accordance with the Fees established by the Bank. The Customer can familiarize themselves with the Fees at the Bank's offices or in the "Safe deposit boxes" subsection of the Bank's website.
- 5.16. The contents of the safe deposit box will be private and the Bank may not check its contents.
- 5.17. The Application-Agreement for a single Safe Deposit Box may be signed by several Customers who by mutual consent will determine in the Application-Agreement the procedure for using the Safe Deposit Box, which will be considered a Customer's instruction for the Bank and may be one of the following options:

- 5.17.1. The safe deposit box will be used without limitation by each of the Customers having signed the Application-agreement, under which each of them will have the right to carry out any actions in relation to the Safe deposit box, including changing the terms and conditions of the Application-agreement and termination of service agreement;
- 5.17.2. The safe deposit box will be used by mutual consent, so the utilization of the safe deposit box as well as changes to the terms and conditions and termination of the Application-agreement will be made jointly by all the Customers - parties to the Application-agreement by consent of the rest of the Customers.
- The Application-Agreement for Safe Deposit Box for common use must be signed by all the Customers who have such right, indicating the method of common use.
- 5.18. If during the term of the Agreement the Customer loses the Safe Deposit Box key, causes damage to the Safe Deposit Box, as a result of it, technical intervention, or fails to return the key by the end of the period specified in the Agreement (the fact of the above cases is confirmed by the Customer's statement), the Customer shall pay the relevant fees stipulated by the ["Fees and Rates" \(TRM14-0002-02/1\)](#). In this case, the Responsible Party will notify the Customer that the contents of the Safe Deposit Box are not subject to return until the Customer compensates for the damage and losses caused to the Bank.
- 5.19. The Customer will have the right to early termination of the Agreement by paying all expenses incurred in connection with the use of the Safe Deposit Box, submitting the relevant application and returning the key. In case of early termination of the Agreement, the fee paid is non-refundable.
- 5.20. The Customer's order to further change the terms and conditions of the Safe Deposit Box, expressly specified in the Application-Contract/Agreement, shall be submitted in the form established by the Bank, and after these changes come into force, previous orders on the same issue shall be considered invalid.
- 5.21. The first payment for the Safe Deposit Box will be made by the Customer upon signing the Application-Contract/Agreement, while subsequent payments will be made in advance at the beginning of each renewal period.
- 5.22. The Bank will have the right, after notifying the Customer upon expiration of the service specified in the Application-Contract/Agreement, to extend it for the same period specified in the Application-Contract/Agreement, in accordance with the Fees applicable at the time of expiration of the relevant agreement. The service period will be automatically extended each time upon expiration, except in cases where the Customer files an application for termination of the Safe Deposit Box agreement prior to its expiration.
- 5.23. The Bank will have the right to unilaterally terminate the Safe Deposit Box Agreement/Application-Agreement without prior notice to the Customer in the following cases:
- 5.23.1. If the Customer fails to pay the service fee for three months in a row after the expiration of the Application Agreement/Agreement (the funds in the Customer's bank account are insufficient to collection of the rental fee), the agreement is not extended and the safe deposit box key not returned to the Bank;
- 5.23.2. In other cases, as specified in the Agreement and/or the terms and conditions published by the Bank;
- 5.23.3. In case of seizure/confiscation of the Safe Deposit Box contents in accordance with the RA legislation.
- 5.24. The Agreement/Application-Agreement will be terminated with a 15-day notice to the Customer.
- 5.25. The Bank will have the right to open a Safe Deposit Box without the consent and presence of the Customer in the following cases:
- 5.25.1. In accordance with the RA legislation, in the case of a court decision, a decision of the Compulsory Enforcement Service of the RA Ministry of Justice or another competent state body.
- 5.25.2. If the Customer has neither emptied the Safe Deposit Box nor returned the key to the Bank after the expiration of the period specified in the Agreement/Application-Agreement.



- 5.25.3. If the Customer fails to pay the service fee for three months in a row after the expiration of the Application Agreement/Agreement (the funds in the Customer's bank account are insufficient to collection of the rental fee), the agreement is not extended and the safe deposit box key not returned to the Bank.
- 5.25.4. In case of force majeure circumstances (fire, flood, earthquake, accident, etc.).
- 5.25.5. The Bank has reasonable suspicions about the presence in the Safe Deposit Box of items prohibited by the RA legislation and these Terms and conditions.
- 5.25.6. If the period specified in the Safe Deposit Box Agreement/Application-Agreement has expired and the Customer has not emptied the Safe Deposit Box within 15 calendar days after expiration of the Agreement.
- 5.25.7. In case of unilateral termination of the Safe Deposit Box lease agreement by the Bank.
- 5.25.8. In other cases, as stipulated by the Agreement and/or terms and conditions published by the Bank.
- 5.26. In case of Customer's death, at the request of the Bank or a party concerned, a notary will open the Safe Deposit Box and draw up a proper inventory of the contents. The opening of the Safe Deposit Box shall be carried out in accordance with the Procedure for Rental of Safe Deposit Boxes in the Bank (with subsequent amendments), approved by Minutes of the Board # 06 dated 10.05.2022. The cash inventoried by the notary will be credited to the notary's deposit account, and the items in the Safe Deposit Box will be transferred for storage to another location in the Bank.
- 5.27. If the Customer fails to pay the service fee for three months in a row and return the safe deposit box key upon the expiration of the Agreement, the Bank will have the right to terminate the Agreement unilaterally without prior notice to the Customer, emptying the Safe Deposit Box, and transferring the contents of the Safe Deposit Box to other Bank premises by a group comprised of at least 4 Bank employees and a representative of the security services (who will replace the lock and key).

## **6. Payment Cards**

- 6.1. This chapter will establish contractual relationships between the Parties in connection with issuing and servicing Payment Cards.
- 6.2. Under these Terms and Conditions, the Customer will have the right to order a Payment Card . Payment Cards can be ordered at the Bank's office, via remote service systems, the Bank's website, as well as through the websites or applications of Bank partners.
- 6.3. The Payment Card will be issued to the Customer in accordance with the service fees and terms and conditions set for the type of Payment Card in question, being an integral part of these Terms and Conditions. The Customer can familiarize themselves with them at the Bank's offices or in the "Cards" subsection and "Cards" subsection of "Fees" section of the Bank's website.
- 6.4. The Bank will provide its Customers with a local "ArCa" card, as well as payment cards of the "Visa", "MasterCard" and "Union Pay" international payment systems.
- 6.5. Card accounts will be opened and serviced in AMD and foreign currency. The Customers can familiarize themselves with the list of foreign currencies in which a Card account can be opened at the Bank's offices or in the "Cards" subsection of the Bank's website.
- 6.6. The Payment Card may be ordered at the Bank's offices on the basis of a Payment Card Application-agreement. Together with the Application-agreement, the Customer will also submit to the Bank all the necessary documents, the list of which will be specified by the Bank. The Customers can familiarize themselves with the list of documents in the Bank's offices or in the "Cards" subsection of the Bank's website.
- 6.7. The cardholder will withdraw cash and make all types of cashless payments within the payment limits established by the Bank.

- 6.8. Where the Cardholder fails to fulfill the obligations stipulated by the Republic of Armenia legislation and these Terms and Conditions, the Bank will have the right to terminate the Payment Card service, notifying the Cardholder in writing 15 (fifteen) days in advance that the entire amount is due and payable to the Bank.
- 6.9. The Bank will have the right to change the terms of use and service of Payment Cards, fees for Payment Cards service, having notified the Cardholder in writing 15 (fifteen) days in advance.
- 6.10. The Bank will have the right without prior notice to collect amounts due to the Bank from the card account, or from the account with a minimum balance, and in case of insufficiency of funds, from other accounts of the Cardholder with the Bank.
- 6.11. Interest will be accrued on the balance of funds in the Cardholder's card accounts in accordance with the Bank's Fees, which are posted in the "Current accounts" subsection of the "Fees" section of the Bank's website.
- 6.12. The cardholder shall not exceed the payment limit of the Payment Card, otherwise, they shall have to immediately restore it.
- 6.13. A Payment Card order via Remote Service Systems will be made on the basis of an electronic Application submitted via the specified Remote Service Systems, with application of the means of Customer authentication and identification as specified herein.
- 6.14. The Customer will receive the Payment Card at the Bank's offices or in another manner agreed upon between the Bank and the Customer.
- 6.15. When carrying out Payment Card transactions, the Customer shall comply with the "Terms and Conditions of Provision and Use of Payment Cards", which are an integral part of these Terms and Conditions and posted in the "Issuance and Servicing of Cards" subsection of the "Cards" section of the website or at the Bank's offices.
- 6.16. The Co-branded Gift Card and Evoca Gift Card will be considered valid for the period specified on the front of the Card. The Card can be reloaded through the Bank's payment terminals, as well as through Telcell, EasyPay, Idram, Fast Shift and other payment terminals (the list of payment terminals may change, information about which is published on the Bank's website), when reloading the card through the Bank's payment terminal, the Bank does not charge any fees. Cash withdrawals from cards are not possible. The Bank does not pay interest on the card balance. In the event of expiration or loss of the card, it cannot be replaced. If other bank accounts of the Customer are blocked at the time of card validity, the active Co-branded Gift Cards or Evoca Gift Cards will get blocked, too.
- 6.17. The person receiving the co-branded Gift Card will be required to visit the partner organization with an identity document and sign a card application-agreement with EVOCABANK OJSC.
- 6.18. The Evoca Gift Card recipient can activate the card online via the Evoca Touch app, as well as by visiting the Bank's head office or a Bank branch.

## 7. Digital Payment Cards

- 7.1. This chapter will set forth the contractual relationships between the Parties in connection with the provision and servicing of digital payment cards.
- 7.2. When performing digital card transactions, the Customer shall comply with the "Rules for Card Issuance and Use", which are an integral part of these Terms and conditions are posted in the "Card Issuance and Service" subsection of the "Cards" section of the Bank's website, and the Bank's offices.
- 7.3. In accordance with these Terms and conditions, the Customer will have the right to order through the EvocaTouch mobile app both a digital payment card and a Digital Gift Card.
- 7.4. The digital payment card will be provided together with the Service Terms and Conditions and Fees for Payment Card in question, which are an integral part of these Terms and conditions and which the Customer can review at the Bank's office or in the "Cards" and "Fees" subsections of the "Individuals" section on the Bank's website.

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- 7.5. The Bank will provide Customers with electronic payment cards of the “Visa” and “MasterCard” international payment systems .
- 7.6. The Digital Card accounts will be opened and serviced in AMD and foreign currency. The Customer can familiarize themselves with the list of currencies for Digital Card accounts by visiting the Bank’s website and/or the EvocaTOUCH app.
- 7.7. The Cardholder shall make all types of payments using the Digital Payment Card within the payment limit established by the Bank.
- 7.8. The Bank will have the right to change the terms and conditions for using and servicing Digital Payment Cards, as well as their service fees, notifying the Cardholder thereof 15 (fifteen) days in advance.
- 7.9. The Bank will have the right to write off the amounts due to the Bank from the Cardholder's card account without prior notice, and if these funds are insufficient - from other accounts with the Bank.
- 7.10. Interest will be accrued on the balance of funds in the Cardholder’s Card accounts in accordance with the Bank’s Fees, which are posted in the “Fees” section of the Bank’s website.
- 7.11. The Cardholder shall not exceed the established payment limit for the Digital Payment Card, and once it is exceeded, shall immediately restore it.
- 7.12. Ordering a Payment Card via the EvocaTOUCH app will be carried out on the basis of an electronic Application/Request submitted by the Customer, using the means of Customer authentication and identification envisaged in these Terms and conditions.
- 7.13. After ordering a Digital Card, the App will generate the Digital Card and create its Virtual Image. To record the Digital Payment Card transactions, a card account will be opened in the Cardholder’s name to be reflected in the EvocaTOUCH App.
- 7.14. The Customer must add the Digital Card to the ApplePay/G Pay wallets, after which they will be able to make contactless payments.

## 8. Remote Service Systems

- 8.1. This chapter will set forth the procedure for provision of services and contractual relationships between the Parties in connection with the use of Remote Service Systems.
- 8.2. According to these Terms and Conditions, the Customer will have the right to use the Remote Service Systems.
- 8.3. The Customer will be provided with Remote Service Systems in accordance with the service fees, terms and conditions that are an integral part hereof, and are posted in the Bank’s offices or in "EvocaTouch and EvocaOnline" subsection of the Bank's website.
- 8.4. Comprehensive banking services can be provided through Remote Service Systems, without visiting the Bank.
- 8.5. Through the Remote Service Systems, the Customer can keep track of their accounts, make money transfers and payments, repay loans, receive information, submit applications, make deposits and carry out all transactions available through the Remote Service Systems.
- 8.6. The Customer can familiarize themselves with the description and functionalities of the Remote Service Systems, the procedure for activating them and security tools, as well as the service fee rates (according to the Fees) in the Bank's offices or on its website.
- 8.7. Remote service systems will be provided to the Customer “To view only” or “To view and perform transactions” purposes.
- 8.8. To use Remote Service Systems ‘To view and perform transactions’, the Customer must submit a relevant Application to the Bank.

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- 8.9. Submission by the Customer of the Remote Service Application in the standard form and its acceptance by the Bank will mean that the Customer has accepted these Terms and Conditions and has familiarized themselves with the Terms and Conditions of Remote Service.
- 8.10. Prior to the delivery of Remote Services to the Customer, the Bank will carry out their identification and authentication, for these purposes the Bank will have the right to collect information about the Customer using other sources and methods not prohibited by law.
- 8.11. When conducting online transactions, the Customer will be responsible for the proper and detailed completion of electronic and other applications and documents. The Bank will have the right to refrain from execution of the Customer's applications and/or instructions if they are partially or improperly completed.
- 8.12. To use the Remote Service Systems, the Bank may provide the Customer with the necessary devices, software, passwords, keys, which are the property of the Bank and must be used in the manner specified by the Bank.
- 8.13. The Customer will accept and agree that the use of passwords to access Remote Service Systems, as well as to submit electronic applications and sign contracts is legally equivalent to a handwritten signature on a hard copy of documents and the Customer has no right to disclose the relevant password to third parties and shall immediately notify the Bank of the fact of the password having been disclosed to other persons and/or lost. The Bank will not be liable for any losses or damages arising from the provision of services to the Customer based on the password provided to the Bank by telephone, regardless of whether or not the Bank was aware of the possibility of its loss or damage.
- 8.14. The Bank may refuse to perform transactions via Remote Service Systems if the data for identification and authentication of the Customer do not match the data available in the Bank's database.
- 8.15. The Bank will have the right to suspend the transaction or reject the online transaction application until the Bank is provided with additional information and/or documents that satisfy its requirements. When executing the Customer's order, the Bank will have the right to talk to the Customer for additional confirmation at any of the phone numbers registered with the Bank.
- 8.16. The Bank will not be responsible for the collection of service fees by providers of Internet services and other means of communication.
- 8.17. The Bank shall not be liable for any losses incurred by the Customer due to the loss of passwords and data for accessing the Remote Service Systems as a result of the Customer's negligence and carelessness, as well as due to their disclosure to third parties.
- 8.18. The Customer will be obliged to immediately notify the Bank of the loss or damage of the devices provided to him and/or of the fact of third-party access to the Customer's identification and authentication data.
- 8.19. The Customer shall use Remote Service Systems only in accordance with their intended purpose.
- 8.20. The Customer shall observe all copyrights on the Remote Service software.
- 8.21. Based on security considerations, the Bank will have the right to impose restrictions and limits on online transactions and, depending on the limit set for a particular transaction, carry out additional authentication and identification of the Customer.
- 8.22. In case of doubts about the identity of the Customer, illegal use of Remote Service Systems, violation of security requirements, threat of fraud or doubts regarding the lawfulness of the transaction, as well as failure by the Customer to pay for the use of Remote Service Systems, the Bank will have a right to unilaterally suspend or terminate business relationships with the Customer and/or online services.
- 8.23. When using Remote Service Systems, the Customer shall comply with the rules for using the "EvocaTouch and EvocaOnline" system, which are an integral part of these Terms and Conditions, and are published on the website and in the Bank's offices.

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## 9. Other Provisions

- 9.1. The Bank will have the right to unilaterally change or supplement these Terms and conditions, Fees and Rates, including approval of a new version of these Terms and conditions, Fees and Rates, notifying the Customer thereof in the manner as set by these Terms and conditions.
- 9.2. The Bank will notify the Customer of any changes and additions to these Terms and conditions, as well as of the approval of a new version of the Terms and conditions, in one of the ways specified in these Terms and conditions.
- 9.3. The Bank, at its own discretion, will publish the changes and/or additions to the Terms and conditions, Fees and Rates, as well as guidelines, appendices and other documents related to banking services, through media that provide the opportunity for the Customers to become familiar with such information. Accordingly, the Bank will publish information on changes and/or additions:
  - 9.3.1. On the Bank's website and/or,
  - 9.3.2. by posting announcements on information boards in the Bank's branches and other customer service subdivisions, and/or
  - 9.3.3. by sending them to the Customers' e-mail addresses, and/or
  - 9.3.4. by other means allowing the Customer to receive the information and make sure that it has been sent by the Bank.

The Bank, at its own discretion, will publish information in one or several means described above. Changes to the Terms and conditions, Fees and Rates shall come into force on the 15th (Fifteenth) day following the date of their publication on the Bank's [www.evoca.am](http://www.evoca.am) website, unless the Bank has established another date for effectiveness of the relevant changes by publication, and the date of their publication shall be the day of their posting on the Bank's website. The Customer will agree that continued use of the Bank's services (including failure to close accounts without performing account transactions) shall mean the Customer's consent to the changes. If there is a mismatch between the date of effectiveness of the unilateral changes specified herein and that of the unilateral changes specified in other documents together with these Terms and conditions, constituting an integral part of the agreement concluded with the Customer, the date specified herein shall have priority.

- 9.4. The Bank will have the right, on its own initiative, to verify the origin of any funds available or credited to the Customer's bank account and require the provision by the Customer of sufficient written evidence of the legal origin of the funds within a period established by the Bank.
- 9.5. The Customer will authorize the Bank to take measures to implement all changes in the best interests of the Customer or correct Customer's minor mistakes (arithmetic errors, misprints, omissions, etc.), edit the names of Bank services, reduce or cancel service fees, etc. without the additional consent and signature of the Customer.
- 9.6. A fee for the provision of banking services may be charged from the Customer's Bank Account during the implementation of each transaction or upon its completion.
- 9.7. If the Bank has established a specific form of documents for implementation of a transaction, the Bank will have the right to reject the document that does not comply with the set form and refrain from conducting the transaction. The Bank will not be responsible for the inaccuracy of information contained in the Customer's documents submitted online and offline.
- 9.8. The Customer shall notify the Bank within 7 (seven) calendar days of any changes in the data specified in the Application/Request, and provide the Bank with all documents confirming the change in their personal data.
- 9.9. The Customer will agree that the Bank has the right to conduct video surveillance, recording, photo and video filming of the Customer's telephone conversations with the Bank, the Customer's visits and the course of



transactions carried out in the Bank's premises, in order to improve the quality of service. The said recordings, photos and videos will be stored by the Bank and may serve as evidence for the resolution of possible disputes.

- 9.10. The Bank will have the right to send informational and advertising messages, including those concerning the Customer's overdue liabilities, to their registered address, actual residence, place of work and e-mail (including mobile phone numbers) specified in the Application/Request or other documents submitted to the Bank.
- 9.11. FOR NON-FULFILLMENT OR INADEQUATE FULFILLMENT OF CREDIT LIABILITIES WITHIN THE TIME PERIODS ESTABLISHED IN THE LOAN REPAYMENT SCHEDULE, THE BANK WILL HAVE THE RIGHT TO SUBMIT THEIR DATA TO THE CREDIT BUREAU.
- 9.12. The Bank shall not be liable for interruptions in the operation of mail service, communications or the Internet for reasons beyond its control, or for any resulting delay in receiving by the Customer notifications and statements from the Bank.
- 9.13. The Bank shall not be liable for any damages or losses incurred by the Customer as a result of execution of Customer's delayed, unclear, unverified or incorrect instructions.
- 9.14. The Bank will be relieved from liability for technical failures (outages of electricity, communication, Bank database and processing center software failures, technical failure in operation of payment systems, etc.), as well as other situations as a result of which the Bank cannot comply with the provisions of the Terms and conditions or other agreements concluded within their framework.
- 9.15. The Customer agrees that in the event of the existence or occurrence of obligations to the Bank, erroneous transfer in favor of the Customer or other erroneously uncollected amounts from the Customer, as well as the occurrence of tax obligations, the Bank will have the right, without prior notice, to offset such obligations and funds receivable and/or available in the Customer's Bank Account.
- 9.16. The Customer will be notified and will agree that in the event of publication and imposition of sanctions, restrictions, partial sanctions by competent authorities, the Bank shall not be liable for freezing, suspension or a failure of a refund of transactions (transferred/received funds), and the risk for transactions shall be borne by the Customer. The Customer will accept that if at the time of the transaction the sanction, restriction or partial sanction has not yet been officially published, but due to the difference in time zones are applied and the transferred amount is frozen or suspended by correspondent banks, counterparties or beneficiary banks, the Bank will not be liable for freezing, suspension of transaction or failure to refund the relevant amount (transferred/received funds).
- 9.17. The Bank shall not be liable in cases where the Customer's bank account and card account details (including account names, passwords, etc.) are disclosed to third parties during their use by the Customer, either accidentally or intentionally through eavesdropping, hacking or theft.
- 9.18. The Bank shall not be liable if the Customer's authentication data and passwords disclosed as a result of the Customer's violation of the terms of storage and utilization of such data.
- 9.19. The Bank shall not be liable for any damages or losses incurred by the Customer as a result of the execution of the Customer's instructions, if they are due to the actions or inaction of intermediary entities.
- 9.20. The Bank shall not be liable for the execution of orders submitted by unauthorized persons if the Bank was not in a position in the manner established by the Banking Rules and these Terms and Conditions to detect the fact of submission of orders by unauthorized persons.
- 9.21. The Bank shall not be liable for failure to perform or improper performance of its obligations stipulated by the Terms and Conditions if the performance of such obligations becomes difficult or impossible or is delayed due to the occurrence of force majeure events and factors that include the adoption, publication or change in the interpretation of any legislative or other regulatory act by state bodies and local governments of the Republic of Armenia and other states, the RA Central Bank or central banks of other states (including restrictions on the

currency conversion and transfer), as a result of which the performance by the Bank of its obligations may become illegal or unlawful. Force majeure circumstances also include terrorist acts, sabotage, fires, floods, explosions, natural disasters, civil unrest, demonstrations, protests, uprisings, riots, wars, actions of state bodies (declaration of martial law, etc.) and any other situations beyond the reasonable control of the Bank. Unless otherwise agreed by the parties in writing, in the event of force majeure, the Bank shall have the right to suspend the performance of its obligations under the Terms and conditions until the said circumstances are eliminated

- 9.22. The Bank shall not be liable for any losses incurred by the Customer due to violation by the Customer of these Terms and conditions.
- 9.23. The Bank shall not be liable for direct or indirect losses incurred by third parties as a result of Bank's compliance in delivering of services with the requirements of RA legislative, other legal and judicial acts.
- 9.24. The Customer shall be liable for losses caused to the Bank as a result of violation of these Terms and Conditions, as well as RA legislation and regulations.
- 9.25. In order to ensure due execution of banking transactions and establish proper interaction with the Bank, the Customer shall provide the Bank with all necessary data, information and documents.
- 9.26. The Bank will have the right to take additional actions in order to verify the authenticity of the documents submitted by the Customer if the Bank has doubts about their authenticity, and the Customer hereby agrees that the Bank shall not be liable for any damages or losses arising as a result of such delays.
- 9.27. The Customer hereby declares that the addresses, e-mail address, telephone number and other means of communication provided to the Bank are controlled by them and can be used to communicate with the Customer.
- 9.28. The Customer understands and accepts that when borrowing money or making deposits in foreign currency, currency fluctuations may have adverse consequences and the Customer will assume the risks associated with them.
- 9.29. The Bank will have the right to transfer or assign its rights arising from these Terms and conditions to other persons without the prior consent of the Customer.
- 9.30. The Customer has no right to assign or otherwise transfer the rights and obligations arising from these Terms and conditions to other persons without the prior written consent of the Bank.
- 9.31. Disputes and disagreements arising between the Parties in connection with these Terms and conditions shall be resolved through negotiations, and in case of failure to reach an agreement, in accordance with the procedure established by the RA legislation.
- 9.32. The Customer will have the opportunity to file complaints arising from these Terms and Conditions with the Financial System Mediator in the manner prescribed by the RA legislation. The Bank has entered into an agreement with the Office of the Financial System Mediator, according to which it has waived the right to challenge decisions made against the Bank by the Financial System Mediator on property claims, which do not exceed 250,000 (two hundred fifty thousand) Armenian drams or the equivalent amount in foreign currency, and on transactions, which do not exceed 500,000 (five hundred thousand) Armenian drams or the equivalent amount in foreign currency.
- 9.33. The Customer will give their consent for the Bank to send a request to ACRA Credit Reporting CJSC to obtain information about the Customer's current and past liabilities, as well as other data that may be taken into account by the Bank when making a decision on signing a loan agreement with the Customer.
- 9.34. Besides, the Customer will agree that if the Bank concludes a loan agreement, ACRA Credit Reporting CJSC will have the right, at any time during the term of the loan agreement, without prior notice to the Customer, to provide the Bank with information on the Customer's future liabilities. The Customer will acknowledge that the information and data provided, depending on their content, may influence the Bank's decision-making.

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- 9.35. Failure by the Bank to exercise its rights under these Terms and conditions shall not be construed as a waiver of those rights.
- 9.36. The Bank's liability to the Customer will be limited only to documented actual damages arising as a result of the intentional action or gross negligence of the Bank's employees.
- 9.37. The Bank will have the right to publish translations of these Terms and conditions into foreign languages. In case of discrepancies between the translated and the Armenian versions, the Armenian version shall prevail.
- 9.38. The Customer will agree that third parties may make payments to the Bank for the purpose of settling its liabilities to the Bank. The Bank shall not be liable for any damages or losses incurred by the Customer and/or third parties as a result of payments made by third parties for honoring the Customer's liabilities.
- 9.39. These Terms are drawn up and will be interpreted in accordance with the RA legislation. Legal relationships not regulated by these Terms and conditions will be governed by the RA legislation, and if not, they will be regulated by good business practices.

## Deposit guarantee limits:

If your bank deposit was formed as a result of the merger of one or more banks, then each of your deposits in each merging bank is considered a separate bank deposit in accordance with the procedure established by law.

## DEAR DEPOSITOR

ATTENTION: Please read the provisions of this document before signing the deposit agreement.

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

The fund is located at: 15, Khorenatsi street, Elite Plaza Business Center, Yerevan 0010

Tel.: (010) 58-35-14, website: [www.adgf.am](http://www.adgf.am)

All definitions in this notice correspond to the definitions given in the Republic of Armenia Law of the “Guaranteeing Compensation of Bank Deposits of Individuals” (hereinafter referred to as the Law).

### **Compensation event**

Your guaranteed deposit will be subject to reimbursement in the following cases.

1. If, in accordance with the procedure established by the Republic of Armenia legislation, the bank is considered insolvent and the bank's failure to duly return deposits is confirmed by the decision of the Republic of Armenia Central Bank (hereinafter referred to as the Central Bank) Board, or

2. If, in accordance with the procedure established by the Republic of Armenia legislation, the bank is declared bankrupt (hereinafter referred to as an insolvent bank).

### **Maximum guaranteed deposit amount and calculation method**

The method for calculation of guaranteed deposits is established by the decision of the Republic of Armenia Central Bank Board # 261-N dated August 26, 2008.

ATTENTION: All your AMD deposits in the same bank are considered one AMD deposit, with the exception of non-guaranteed deposits, and all your foreign currency deposits in the same bank are considered one foreign currency deposit, with the exception of non-guaranteed deposits.

Deposit structure by currency	If you have only a dram deposit with the same bank	If you only have a foreign currency deposit with the same bank	If you have deposits in both AMD and foreign currency with the same bank	
			If your dram deposit is over AMD 7 million	If your AMD deposit is less than AMD 7 million
Maximum guaranteed deposit amount	AMD 16 million	AMD 7 million	AMD 16 million (only AMD deposit is guaranteed)	AMD 7 million (the AMD deposit is guaranteed in full while the foreign currency deposit - at the difference between AMD 7 million and the AMD deposit subject to reimbursement)

### **Deposit guarantee limits:**

If you have a separate bank deposit with an insolvent bank and, at the same time, you are the holder of a joint bank deposit with the same bank, the amount of the guaranteed deposit consists of the amount of your individual bank deposit and the amount of your share in the joint bank deposit, in accordance with the procedure and in the amount established by law.

If you have overdue liabilities to an insolvent bank, the amount to be reimbursed is calculated based on the positive difference between the amount of your bank deposit and the amount of overdue liabilities. The liabilities are considered overdue if the principal amount (of its part) or interest is past due for more than 90 days.

A joint bank deposit of two or more depositors is considered an individual bank deposit of each of them, in the amount of the share specified in the agreement. If the agreement does not indicate the shares of the depositors in the joint bank deposit, then the joint bank deposit is distributed between the depositors in equal proportions.

Reimbursement for bank deposits is made only in Armenian drams. The dram equivalent of a foreign currency deposit is determined in accordance with the average exchange rate published by the Central Bank, formed on the foreign exchange market as of the day of the reimbursement event.

Your bank deposit is not subject to reimbursement if on the date of the reimbursement event the amount of this deposit is less than 1000 AMD.

**Non-guaranteed bank deposit**

Reimbursement of your deposit is not guaranteed if:

- a) You are the head of the bank and/or a member of their family,
- b) You are a person with a significant interest in the bank and/or a member of their family,
- c) You, as the owner (co-owner) of the deposit, have waived the right to your share of the deposit,
- d) Your contribution, in accordance with the procedure established by law and other legal acts, is recognized as criminally obtained funds unless you prove otherwise,
- e) Your deposit was made at an interest rate at least 1.5 times higher than the one envisaged under the Bank's public offer for similar deposits as of the date of opening of the bank deposit account,
- f) You deposited funds with a bank branch located outside the Republic of Armenia.

**Procedure and terms of compensation for guaranteed deposits**

Within three business days following the date of the reimbursement event, the Fund publishes a notice of the reimbursement event. Effective the twentieth day following the date of the reimbursement event, the Fund begins the procedure for reimbursing your deposits through the insolvent or another bank. You can submit your written or electronic request no later than three years following the date of the reimbursement event. If you fail to submit a written request within the specified period, your guaranteed deposit will not be reimbursed by the Fund. The Fund is obliged to make the reimbursement within three business days after the submission of a written or electronic request for reimbursement, except in cases provided by law.

According to the RA Law "On Income Tax", when paying the accrued interest to the Depositor, the Bank acts as the Depositor's tax agent, collects the income tax amount and transfers it to the state budget.

You can find full information about the service on the website [www.evoca.am](http://www.evoca.am), as well as by calling the Bank at the following phone number: 010 60 55 55.

ATTENTION: To ensure smooth reimbursement of your deposit, we recommend immediately notifying the bank of any changes of the data provided at the time of opening a deposit account (id card data, address, phone number, etc.).



# WHAT TO DO IF YOU HAVE A

Each employee of the company must:

- **Refer** you to the employee who is handling the complaints.
- **Provide** necessary contact information (phone number, e-mail address).

The responsible employee must:

- **Inform** you about your rights and the complaint handling procedure.
- **Provide** the complaint handling rules and the complaint form of the company.

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5  
10 days later  
6  
Read the response  
7  
Not satisfied?  
8  
Apply to

Submit your written complaint to the responsible employee or send it to:

- ✉ hello@evoca.am
- ✉ 44/2 Hanrapetutyan street, Yerevan
- 💬 «Viber», «Whatsapp» (+37499605555)

You can also file your complaint with the Financial System Mediator.

- **Indicate** your contact data to receive the response.
- **Make sure** that your complaint has been accepted and **keep** the proof of its acceptance until your complaint is resolved.

The company makes a decision on the complaint (to redress, partially redress, reject) within 10 business days.

For questions please call the responsible employee at:

☎ (+374 10) 605555

**FINANCIAL SYSTEM MEDIATOR, if**

- You are an individual, sole proprietor or a legal entity, including guarantor, pledger or any other person having complaints in relation to the security (e.g. pledge),
- Your complaint refers to the delivered service and you have monetary claim (up to AMD 10 million) or it relates to the credit history,
- You have not received any response within 10 business days or you are not satisfied with the response,
- Your claim is not being heard by court or arbitral tribunal or Financial System Mediator,
- The time lapsed after you received the response is less than 6 months,
- The disputed action or inaction occurred after August 2, 2008.

**ARBITRAL TRIBUNAL**

- If you have entered into arbitral agreement with the company, the disputes between you and the company should be resolved by arbitral tribunal.
- When signing an agreement, you have the right to refrain from entering into arbitral agreement and nevertheless, the company shall deliver the services to you.
- Remember! Even if you have entered into arbitral agreement, you still can apply to the Financial System Mediator before the complaint is heard by the tribunal.
- The Mediator is not authorized to accept the complaint if it is being heard by the tribunal.

**THE SERVICES ARE FREE OF CHARGE**

(15, Khorenatsi street, Yerevan 0010, Elite Plaza Business Center, 7th floor, +374 60 701 111 info@fsm.am)

**CENTRAL BANK**

- You can also turn to the Central Bank and you will get the response within 15 business days (6 V.Sargsyan street, Yerevan 0010, +374 592 697, consumerinfo@cba.am).
- If your complaint falls within the authority of other institutions, the Central Bank will refer you to such institution.
- The Central Bank recommends applying to the financial institution first (Step 2).

**For questions pls. apply to:**

(«Evocabnak» OJSC, 44/2 Hanrapetutyan street, Yerevan, +374 10 605555, hello@evoca.am)

## OVERVIEW OF PERSONAL DATA OBTAINED BY THE BANK

### CUSTOMER'S CONSENT TO PROCESSING, USE AND TRANSFER, COLLECTION OF PERSONAL DATA AS WELL AS ASKING FOR INFORMATION FROM OTHER COMPETENT GOVERNMENT AND NON-GOVERNMENT BODIES AND AGENCIES

\_\_\_\_\_ (hereinafter referred to as Customer) authorizes (whether online or offline) EVOCABANK open joint-stock company (hereinafter, the Bank, address: 44/2 Hanrapetutyan street, Yerevan, state registration # 0157, issued by the Republic of Armenia Central Bank, registration # 27, date of registration: 02.10.1991, TIN: 00001182) to process their personal data:

For opening and servicing individual's or sole proprietor's bank accounts and card account, making deposits, investments, renting safe deposit boxes, obtaining loans, overdraft and other types of loan products, as well as for opening bank accounts for legal entities, in which case the personal data of the CEO as entity's related party will be needed, this information will also be necessary for conclusion of collateral and any types of civil and legal agreements.

#### 1. Overview of personal data obtained from EKENG CJSC

##### 1.1. STATE REGISTER OF POPULATION OF PASSPORT AND VISA DEPARTMENT OF RA POLICE

- 1) PSN identity, normal status, refusal to obtain it
- 2) Surname, name, patronymic (in Armenian and English)
- 3) Vitality (Deceased/alive) status
- 4) Date of death
- 5) Date of birth
- 6) Gender
- 7) Public service number (PSN)
- 8) Citizenship
- 9) Type of ID card
- 10) ID card serial number, issued on \_\_\_\_, by \_\_\_\_\_
- 11) Validity term of ID card
- 12) Address (RA residence code, RA residence region, community, settlement, street, house/building, apartment)
- 13) Photo

##### 1.2. STATE REGISTER AGENCY OF LEGAL ENTITIES

- 1) Name of entity (in Armenian and English)
- 2) Organizational-legal type
- 3) Registration number
- 4) Date of registration
- 5) TIN
- 6) Enterprise code classification (ECC)
- 7) Type of business/ SP group
- 8) State registration certificate number
- 9) social security code

- 10)** Address (Country, province, city/village, street, house, apartment, postal index)
- 11)** Phone number
- 12)** information about the CEO or the SP: name, surname, passport number, date of issuance and issuing department, validity, PSN, address (Country, province, community, city/village, street, house, apartment, postal index), phone number
- 13)** Business classification code,
- 14)** Total number of shares,
- 15)** share value, in AMD,
- 16)** position of the head of executive body,
- 17)** phone number of the head of the executive body,
- 18)** e-mail address of the head of the executive body,
- 19)** social security code,
- 20)** date when the participant/shareholder joined/left the business,
- 21)** entity's/individual's ID number,
- 22)** information about the founder,
- 23)** enterprise classification code,
- 24)** number of shares,
- 25)** information about liquidation,
- 26)** extract from present status, charter.

### **1.3. STATE REVENUE COMMITTEE**

- 1)** Employer TIN
- 2)** Salary and equal payments
- 3)** amount of remuneration under civil contract
- 4)** Income tax amount
- 5)** Social payments
- 6)** Social payment transferred to Central Depository of Armenia

Number of work hours

### **1.4. RA POLICE INFORMATION CENTER**

- 1)** Information about criminal record/responsibility

### **1.5. CIVIL REGISTRY OFFICE**

- 1)** Name, Patronymic, Surname
- 2)** Public service number (PSN)
- 3)** Type of ID document
- 4)** Number of ID document
- 5)** Date of issuance of ID document
- 6)** Validity of ID document
- 7)** Issuing department
- 8)** Visa number, issued on \_\_\_\_, by \_\_\_\_
- 9)** Nationality
- 10)** Date of birth
- 11)** Place of birth, address (province, community, country, province, community, street, type of house, building, apartment, since when they have been living there) · registration address, residence address (province, community, country, province, community, street, type of house, building, apartment, since when they have been living there, registering department)

- 12)** male/female
- 13)** Date of death, reason of death, place of death, age, identification number, address, **person certifying the death**
- 14)** Citizenship, second citizenship
- 15)** new surname
- 16)** reason for changing the surname
- 17)** Surname before marriage
- 18)** education
- 19)** Occupation, employment
- 20)** information about military service
- 21)** marital status
- 22)** date of marriage registration, marriage registration number, registration department, marriage certificate number
- 23)** divorce reason, grounds for divorce registration, number of common children, spouses' joint application, information about the guardian
- 24)** marriage number
- 25)** spouse information
- 26)** if he/she is a parent
- 27)** basis for paternity, details (mother's declaration, date of application, court, court decision number and date)
- 28)** information about children, number of children, status of birth, child's data after acknowledgement of paternity, information after adoption
- 29)** information about parents (father, Mother)
- 30) information about sisters, brothers**

#### **1.6. INFORMATION REGISTRY OF DECEASED PEOPLE**

- 1) name
- 2) surname
- 3) PSN
- 4) date of death
- 5) date of birth
- 6) type

#### **1.7. ROAD POLICE**

- 1)** vehicle unique ID
- 2)** vehicle VIN number
- 3)** vehicle engine power/horsepower
- 4)** weight without load
- 5)** vehicle color
- 6)** document number
- 7)** vehicle registration plate
- 8)** vehicle body type
- 9)** vehicle status- registered, de-registered
- 10)** ownership certificate number
- 11)** Vehicle state registration certificate number
- 12) vehicle type group
- 13) vehicle model
- 14) Vehicle fuel type
- 15) Transit number

- 16) Special notes
- 17) Vehicle chassis number
- 18) Vehicle date of manufacture
- 19) Vehicle type
- 20) Vehicle type ID
- 21) Maximum loading capacity
- 22) Vehicle registration date
- 23) Vehicle engine number
- 24) Temporary registration number
- 25) yellow plate number
- 26) vehicle brand
- 27) Vehicle brand type
- 28) Vehicle status
- 29) Encumbrances applied
- 30) Pledge information (name, surname, patronymic, PSN, legal entity/individual, personal identification document number, gender, document type, citizenship of the person, address, pledge date, pledged amount, currency of the pledged amount, place of pledge, repeated pledge permit)
- 31) Data of the registered person (name, surname, patronymic, PSN, legal entity/individual, personal identification document number, gender, document type, citizenship of the person, date of birth, address)
- 32) owner information
- 33) Insurance information
- 34) Driving license (DL number, DL classes, DL discontinued, name, surname, patronymic, PSN, personal identification document number, gender, citizenship of the person, date of birth, address)
- 35) person's address (country, region, community, town, address 1, address 2, house number, street, apartment, postal index, phone number, mobile phone number, email address, website, and full address of the company)
- 36) list of cases of traffic violation, including date/hour, type of violation, license number, decision number, penalty amount, charged amount, payment status (in addition to the previously completed data).

## **1.8. ELECTRONIC REGISTRY OF RA COMPULSORY ENFORCEMENT SERVICE**

- 1) Surname, name, patronymic,
- 2) PSN,
- 3) ID document number
- 4) legal entity's TIN
- 5) code of proceedings
- 6) acceptance date
- 7) date of initiation
- 8) nature
- 9) distribution procedure
- 10) debtor's name
- 11) debtor's address
- 12) interest calculation tag, available or not
- 13) penalty-imposing body
- 14) seizure amount
- 15) expenditure amount
- 16) claim security amount
- 17) alimony amount
- 18) balance of proceedings



- 19) court code
- 20) writ of execution number

### **Overview of personal data obtained from "NORK" social services technology and awareness center Foundation**

For individuals:

- 1) Name, surname, patronymic
- 2) Valid passport serial number, issue date and issuing department
- 3) Date of birth (dd/mm/yyyy)
- 4) gender
- 5) PSN
- 6) Registered address (region, community, street, building, apartment)
- 7) Employment information, including the employer's name, legal address, phone number and TIN, start and end date of employment, position held, monthly salary

For legal entities:

- 1) Name of the legal entity
- 2) State registration code
- 3) Registration date
- 4) Registration number
- 5) passport of the founder or SP
- 6) entity's legal address
- 7) entity's phone number
- 8) type of activity
- 9) Name, surname, patronymic of the founder or SP
- 10) Current status (operating, liquidated, etc.)
- 11) Number of employees
- 12) SP's residence address
- 13) SP's term of activity
- 14) SP's activity group

By signing or otherwise confirming this Consent:

The Customer gives his/her unconditional consent before entering into a business legal relationship with the Bank and during this legal relationship (except for data storage) in order to use the service specified by the Customer or to act as a person in a certain capacity with the view to identifying a person, making decisions, forming an opinion, acquiring rights or granting rights or privileges or limiting or depriving the rights and for other purposes, (whereby, the Bank may collect personal information in any legal way, both directly from him/her and from any other sources not prohibited by law), the Bank may process, including collect, fix, input, coordinate, organize, maintain, transform, restore, transfer (to persons or organizations providing services based on cooperation with the Bank or other civil contracts, or RA and foreign financial organizations which have signed confidentiality agreements with the Bank or have such an obligation by law), correct, block, destroy, use, as well as re-apply, make inquiries to any state or local self-governing body, including to the Passport and Visa Department of the RA Police, the RA Police, the Civil Status Acts Registration Agency, the RA Compulsory Enforcement Service, the RA Cadaster Committee, the Agency of the State Register of Legal Entities of the RA Ministry of Justice, the RA Central Bank, as well as to any person, including the body/person provided for by the RA Law "On Bank Secrecy", processing data and receive/provide the above specified necessary information about the Customer, including the information/data provided and protected by the RA Law "On Personal Data Protection".

The Customer is aware and accepts that the data may be provided to Bank competent employees dealing with data processing.

The Customer hereby acknowledges that after the termination of the legal relationship with him/her, the processing of personal data ceases, except for data storage, and for this purpose the Customer's personal data is encrypted, and the access to such data is limited (the data can become accessible only in accordance with RA legislation in specified cases). In this form, the data is stored for 70 years.

The Customer confirms that he/she is informed that he/she can access personal data at any time, or request their correction or destruction, if the personal data is incomplete or inaccurate or out of date or obtained illegally or is not necessary to achieve the purposes of processing.

The Customer confirms that he/she is informed that he/she can withdraw this consent at any time by applying to the Bank in writing with a certified signature or electronically with a certified digital signature, in which case the Bank shall terminate business relations with the Customer, which implies the fulfillment of all existing obligations to the Bank, after which the Bank will be obliged to stop processing personal data and destroy the data within ten working days following the day of receiving the written application. The bank will be obliged to inform the Customer about the destruction of personal data within three working days from the moment of destruction. At the same time, the destruction will be performed in accordance with the above-mentioned clause 4.

The Customer certifies that he/she has read this Consent and certifies that the text of the Consent is completely understandable, comprehensible and acceptable to them.