

AMERIABANK CJSC

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INFORMATION GUIDE TO BROKERAGE SERVICES

Version 1

Effective date: July 13, 2020

Ameriabank CJSC

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Within the framework of brokerage services Ameriabank CJSC accepts client orders for transactions with securities and performs the relevant communication.

Using the brokerage services, it is possible to make transactions with the following tools: shares, depositary receipts, bonds, futures, options, FX transactions.

Brokerage services are provided on the basis of a Brokerage Service Agreement executed between Ameriabank CJSC, hereinafter the Broker, and the client.

Different templates of the Brokerage Service Agreement are used accordingly in case of individuals, legal entities and financial organizations.

Templates of Brokerage Service Agreements and detailed terms and conditions thereof can be obtained by calling +37410561111 or visiting Ameriabank's official website (www.ameriabank.am).

To make use of brokerage services, the Client shall furnish the Broker with any and all documents required by the Broker for securities account opening and execution of other custody services as prescribed under the entire Agreement. Depending on the situation, the Client might be requested to submit additional documents besides those requested originally. The list of the required documents is available at Ameriabank's website.

To execute a transaction, the Client issues an Order to the Broker which should contain the essential terms of the Transaction. Transactions with the funds of the Client shall be executed based on Orders containing the essential terms of the Transaction, completed in accordance with the template of the Order for the bank's brokerage services posted on the Broker's official website, submitted either in hard copy, or sent by e-mail, via electronic communication network, fax, or communicated to the Broker by phone.

Via e-mail and/or - upon the Client's written request/arrangement - in paper form, the Broker shall provide the Client in the Broker's head office with status (per transaction) and regular monthly reports on the opening balance (position), flows, and closing balance (position) of the Client's account, as well as on the transactions with the assets (cash and securities) available on the Client's



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account and their flows, on monthly basis, except for reports on transactions executed via Electronic Trading System, which are submitted through the system subject to the Client's consent.

The Broker shall deliver the reports to the Client:

- monthly report: by the 15th day of the month following the reporting month
- status (per transaction) reports: COB the Operational Day following the day of transaction, except reports generated by the Trading System which, in case of system failures or change of terms, can be made available later (but at the earliest convenience).

The Broker shall also provide the Client with reports upon request, for any particular period specified in the Client's request, within 3 days upon submission of such request. Reports are provided in accordance with Ameriabank CJSC's tariffs for individuals and legal entities.

The Broker charges a premium from the Client based on the tariffs of Brokerage Services specified in Annex 1 to the Agreement, available at trading.ameriabank.am.

The tariffs listed in Annex 1 to the Agreement can be changed by the Broker unilaterally and shall come into force on the 11th day following issuance of the relevant notice to the Client or posting of the tariffs on the Broker's official website.

In response to the Client's request, the Broker shall advise on sources of information related to the fees.

The Broker and the Client shall exchange information using only reliable communication channels, i.e. those defined as such in the Agreement and acceptable for both parties.

A transaction can be executed both at a stock exchange and the OTC market.

The Client's securities intended for provision of services by the Broker or received as a result of such services shall be accounted for on the securities accounts opened and maintained in accordance with the Custody Service Agreement and Annex 2 to the Agreement.

When investing in securities, the Client is faced with a number of risks that differ depending on the type of securities.

The main risks inherent in securities are as follows:

- Market risk
- Credit risk
- Liquidity risk
- Other risks

Market risk includes FX risk, price risk, and interest rate risk.

FX risk implies potential losses resulting from exchange rate fluctuations.



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Liquidity risk implies the impossibility of conducting securities trading transactions because of non-liquidity of the market.

Interest rate risk is the risk resulting from changes in the interest rates at the market.

Inflation risk is the risk arising from the effects of inflationary pressures, as a result of which the purchasing power of the return on investments in securities drops.

These are the main types of risks that might arise when investing in securities.

All possible risks are detailed in the Declaration of Risks provided to the Client by the Broker. To obtain additional information on risks, the Brokerage Unit of Ameriabank CJSC needs to be contacted.

ATTENTION: THE CLIENT SHALL BEAR THE RISK associated with the investments made at the Client's order and with the Client's own funds.

The Bank WILL NOT INDEMNIFY any losses incurred by the Client, unless such losses have been caused by careless conduct of the company.

Investments in securities are not guaranteed by the Deposit Guarantee Fund, with the exception of bonds issued by banks, which have been purchased by individuals in accordance with the RA Law on Guaranteeing Compensation of Banks Deposits of Individuals.

A consultation and meeting with the Broker can be arranged only at Ameriabank CJSC's head office in Kamar Business Center, at 2 V. Sargsyan Str.

The terms and conditions stated in this Information Guide can be amended by the Broker providing the services. The new, amended terms and conditions can be obtained by calling +37410561111 or visiting Ameriabank's official website.

In any case the liability of the Broker to the Client shall be limited to the amount of actual loss incurred by the Client, which was caused deliberately or through negligence as a result of transactions executed by the Broker in violation of the Orders or non-performance of an Order in the absence of the relevant legal grounds.

CONFLICT OF INTEREST POLICY

- 1. The following types of conflict of interest may arise while the Bank provides investment services:
- 1) Executing security trading transactions with the Client at prices different from the market prices where the company or its employee will have financial gain and the Client will incur losses;



- 2) Sale of the securities owned by the Client at below-the-market prices to the Bank, Bank employees or persons related to the Bank and/or its employees, and other persons;
- 3) Investing the Client's funds in the securities issued by the Bank, owned by its employees and/or related parties or other persons;
- 4) Execution of unnecessary or unfavorable transactions with the Client's funds with the sole purpose of earning large commissions;
- 5) Using insider information disclosed by the Client in order to gain benefit for the Bank, the Bank employee or related parties to the detriment of the Client;
- 6) Any and all transactions with securities, which are for the benefit of one client and to the detriment of another.
- 2. The above list of conflict of interest types is not exhaustive or complete. Other conflicts of interest might arise during investment activities.
- 3. PROTECTION OF CLIENT INTERESTS AND PREVENTION OF CONFLICT OF INTEREST DURING PROVISION OF SERVICES

The Bank takes the following measures to prevent potential conflicts of interest:

- 1) The Bank employee executes the Client's transactions only based on a properly completed order submitted by the Client;
- 2) The Bank should avoid executing transactions, which are likely to adversely affect the interests of the Client.
- 4. While executing transactions on the securities market, the Bank acts in the best interests of the Client. For this purpose, the respective employees of the Bank shall:
- 1) Comply with the requirements of the Armenian legislation, internal regulations of the Bank, as well as rules of labor and professional ethics;
- 2) Avoid any and all transactions that are contrary to the Client's interests and that will result in increase of fees and other charges payable by the latter;
 - 3) Act with integrity and in good faith.
- 5. While executing transactions with the Client's funds on behalf of the Bank or the Client, the Bank and the respective employee take measures to make sure that such transactions are impartial, timely and accurate. Such actions should make it possible to serve other Client orders with equivalent conditions on first-come, first-served basis.
- 6. While executing transactions with the Client's funds on behalf of the Bank or the Client, the Bank and the respective employee shall:



- 1) Make sure that the transaction orders have been registered and presented for execution in a proper manner;
- 2) Execute the orders with equivalent conditions on first-come, first-served basis, unless the order parameters or the market situation makes it impossible;
- 3) Where the Bank has received the Client's order, avoid making identical transactions before executing the Client's order;
- 4) Immediately inform the Client about material constraints or adverse circumstances that make accurate execution of the Client's order impossible.