

GENERAL TERMS OF BROKERAGE SERVICES PROVIDED BY AMERIABANK CJSC (BROKER)

1. DEFINITIONS

1.1 Whenever used herein the following terms will have the following meanings:

TS (Trading System) means any regulated market and other resource, organization or system attracted for organization of trading of securities/derivatives, which ensures trading of securities according to definite rules, and resources to perform subsequent mutual liabilities settlement, clearing and final settlement.

TS rules means current internal rules, procedures and policy, instructions and regulations of the TS used for performance of brokerage services by the Broker according to these terms, the application of which is mandatory for the members or users of the system.

Trading session means a period of time, during which securities /derivatives are traded according to TS rules in the given TS.

Derivative means a security matching the definition of ‘derivative instrument’ as set forth in clause 3 of the Law.

Currency (foreign currency) means monetary tokens which are considered a legitimate means of payment in a state or group of states.

Broker means Ameriabank CJSC.

Agent means the person who facilitates provision of the services to the Client by the Broker.

Operational day means the period from 09³⁰ to 20⁰⁰ of any business day, when the Broker performs operations.

Transaction means purchase or sale of proprietary rights in securities or currencies which takes place in pursuance of execution of client’s orders in any TS according to the TS rules or outside the TS.

Margin trading means transactions executed, transferred or routed for execution to other venues (including through a System) by the Broker on behalf of the client and upon the client’s order, when there are no sufficient funds on the client’s account to fulfill his/her liabilities and such funds are conditionally or actually made available for the client by the Broker or the Agent.

Essential terms of transaction means the type and the issuer (or its unique code) of the security, type of transaction (purchase or sale of the security, exercising the Client’s right via derivatives, subscription order, repo, reverse repo), trade volume (quantity of securities), price limitations per security (for non-market orders only).

Market order means a buy or sell order to the Broker to be executed immediately at current market prices.

Buy/Sell Stop Order means the Client's order to the Broker to buy or sell a security once the price of the security in the relevant TS has climbed above or dropped below a stop price available in the market and specified in the order. The trade may not be necessarily executed at the specified price since market volatility may cause the transaction price differ both to the benefit or loss of the Client.

Buy/Sell Limit Order means the Client's order to the Broker to buy or sell securities at the fixed price specified in the order (buy at not more, or sell at not less, than a specific price).

Buy/Sell Stop Limit Order means the Client's order to the Broker, which combines the features of Buy/Sell Limit Order at one price and Buy/Sell Stop Order at another price. The order is executable only if the price of the security at the given TS reaches the price defined in the order, and contains:

- the highest price of the transaction if the Client buys securities
- the lowest price of the transaction if the Client sells securities

Position or open position means weight of claims and liabilities of the Client by transactions, expressed in currency or securities and not equal to zero.

Order means a document, an electronic or voice message given by the Client to the Broker, which is the ground for execution or routing for execution of the transaction by the Broker in order to sell or purchase securities.

Message means delivery, exchange of any information, notification, order and any other communication under the agreement executed between the Client and the Broker.

Client's account means the brokerage account, the securities account and sub-accounts specified in the Custodian Service Agreement under single code.

System means a software application (network or internet based) under the operational management of the Agents and/or the Broker for executing transactions. The system incorporates an interface access to which is the technical aspect of provision of services to the client and which enables the clients to submit their orders for execution.

Agreement means the Brokerage Service Agreement executed between the Client and the Broker, the indispensable part of which form these Terms. The term 'Agreement' used herein does not include these Terms.

Funds means funds (any currency) and securities, which the Client has transferred to the Broker for execution of his/her orders or final settlement, or which have been generated (received) as a result of execution of Client's orders.

Applicable law means laws and other imperative bylaws and regulations of the country, within the jurisdiction of which the Broker performs transactions in pursuance of the Agreement and these Terms.

Final settlement means fulfillment of mutual liabilities upon and due to expiry of the transaction execution term, which, and the order of which, are defined by the terms of the given transaction.

Law means the Republic of Armenia Law ‘On Stock Market’.

- 1.2 Other terms used herein shall have the meaning ascribed to them in the Law or other statutes, ordinances and bylaws approved on its basis. If not defined therein, such terms shall have the meaning commonly used in the international business practice, unless otherwise explicitly implied by the context.
- 1.3 Unless the context explicitly states otherwise, the provisions of these Terms should be interpreted as follows below:
- 1) Any citation from or reference to any document (including without limitation the Agreement) shall mean citation from or reference to the valid and effective version of such document as amended and modified, unless otherwise expressly implied by such citation or reference.
 - 2) Any and all references to clauses shall mean references to the clauses of these Terms, unless expressly stated otherwise.
 - 3) The captions and headings used herein are for convenience of reference only and shall not control or affect in any way the meaning, construction, or interpretation of any of the clauses herein.
 - 4) Unless the context requires otherwise, terms in the singular number include the plural, and those in the plural include the singular.
 - 5) Any and all reference to any person or party shall mean also from time to time reference to the representatives, substitutes or successors of such person or party.
 - 6) The usage of the word ‘this agreement’ shall refer to the Agreement including these Terms.
 - 7) Expressions ‘hereby’, ‘herein’, ‘according to this’ and other words with similar meaning used in the Agreement refer to the clause with such expression.

2. INFORMATION ON BROKER

- 2.1 Full name: Ameriabank closed joint stock company, short name: Ameriabank CJSC (herein ‘the Broker’).
- 2.2 Address: 9 Grigor Lusavorich Str., Yerevan 0015, Armenia.
- 2.3 E-mail: office@ameriabank.am, website: www.ameriabank.am, phone: 374 10 561 111.
- 2.4 The Broker shall combine brokerage services with other types of investment services, whether principal or not, and banking activity prescribed by Law on the basis of banking license.
- 2.5 The Broker is supervised by the Central Bank of Armenia (CBA), which is located at 6 Vazgen Sargsyan Str., Yerevan, tel.: 37410 583 841, website: www.cba.am, e-mail: mcba@cba.am.

3. GENERAL PROVISIONS

- 3.1 These Terms shall regulate the relationship between the Broker and the Client in connection with the services specified in the Agreement and other services as set below:
- 1) margin trading,
 - 2) provision/exchange of currency required for final settlement,
 - 3) provision of final settlement,
 - 4) custody services related to the brokerage.
- 3.2 All amendments and annexes to these Terms form an indispensable part of these Terms.
- 3.3 These Terms and the Agreement are inseparable from each other, only together are valid and make a document fully expressing the consent and will of the parties and contain applicable and enforceable provisions. If the Agreement and these Terms envisage different provisions, the corresponding provision of the Agreement shall prevail. The above mentioned does not restrict the possibility of separate citation of or reference to the Agreement and these Terms in the text of the Agreement and these Terms.
- 3.4 Any amendments and addenda to these Terms shall be made by the bank at its sole discretion provided the Client is notified of such amendments and addenda. The changes shall enter into force for the client on the 11th day following the day when the notice was received.
- 3.5 Without prejudice to the fiduciary obligations to the Client, according to these Terms the Broker may use the services of the third parties without prior consent of the client. The broker has the right at its own discretion to involve other organizations, including persons specialized in the stock market, as well as use services of other organizations, as provided in the international and local markets and TSs to execute the order of the Client, if the latter hasn't specified the intermediary, cooperating with the Broker, in the order.

4. PROVISION OF SERVICES

- 4.1 The Broker shall execute or route the orders of the Client for execution only if there are sufficient funds on the Client's account for final settlement and fulfillment of the Client's liabilities to the Broker, unless the Client trades on margin in which case the terms and conditions are defined by separate covenants.
- 4.2 The Broker may refuse to accept the order, execute the accepted order or route it for execution if:
- 1) the order does not comply with the form and substance defined in these Terms;
 - 2) the order was not placed in the manner defined in these Terms;

- 3) the Broker has reasonable doubts as to the authorities of the person placing the order, which have arisen as a result of actions taken by the Broker to verify his/her identity as prescribed under these Terms;
- 4) in the cases defined in clause 7.15. of these Terms;
- 5) the Broker's agents have rejected acceptance or execution of the orders placed by the Client and accepted and routed by the Broker in view of the absence of possibility to trade in certain markets and TSs;
- 6) execution or routing of the order has become impossible for the Broker without any fault of the latter;
- 7) there are limitations and bans set or applied by the relevant TSs or the agents which make execution of the order impossible.

4.3 In the course of the brokerage service the Client shall:

- 1) furnish to the Broker in a timely manner any documents required by the Broker for account opening and execution of custody services as prescribed under the Agreement;
- 2) give immediate notice to the Broker on any change in the information furnished under the Brokerage Agreement and these Terms within 2 business days upon such changes.

5. ORDERS

- 5.1 The Client shall give an order to the Broker which should contain the essential terms of the transaction and may be of any type defined in these Terms. The order may also contain time limitation (Time In Force, abbreviated TIF, expressed in days or 'good till cancelled'). Where the type of the order is not specified, it shall be deemed a market order. Where the TIF is not defined, the order is in force through the trading session during or prior to which the order was placed.
- 5.2 The transactions out of the funds of the Client shall be based on the orders completed in the form defined under the bank's internal regulations and bylaws related to the bank's brokerage services, the exhibit of which is posted to the Broker's official website, when on a hard copy, or orders sent by e-mail or any other electronic communication means, fax, or communicated to the Broker by phone and containing the essential terms of the transaction.
- 5.3 Having chosen e-mail option of placing orders, the Client acknowledges that the order may fail to reach the Broker due to technical and other reasons not dependent on the Broker, there may be delays in delivery, the order may be placed by non-authorized persons, or become known to the latter through other means, including, among other, system failure, non-authorized system entries or use of passwords, etc. Hereby the Parties agree that the Broker shall not be held liable for any loss and damage incurred by the Client as a result of circumstances defined above. The Parties also agree that any message received from the Client's e-mail address specified in the Agreement shall be deemed to have been sent by the Client.
- 5.4 In case the order has been placed via electronic means, the Client may make sure that the Broker has received the order via a phone call and a phone conversation with the authorized person of the Broker.

During the conversation the authorized person shall confirm or deny having received the electronic order with the essential terms of the transaction. The receipt of the electronic message may be also confirmed by the system operator if the Client requests the delivery receipt in which case the Broker shall be not held responsible for the accuracy of the receipt.

- 5.5 The Broker shall record the orders placed by the Client over the phone. Hereby the Client agrees to the recording of his/her communication with the Broker. In case the order is placed over the phone, the authorized representative of the Broker may ask the contact person questions to verify the identity of the latter, including the unique code provided to the Client, the code/codes of the secure cards provided to the Client, Agreement details, etc. The order shall be accepted provided that the Client has been properly identified based on the answers received.
- 5.6 If placing the order over the phone, the Client shall articulate the terms defined under clause 5.1. which shall be repeated by the authorized person. If the terms are repeated correctly, the Client will confirm it by 'I confirm' expression.
- 5.7 If placed by fax, the order shall be accepted only if the Client has further confirmed it over the phone as prescribed under clauses 5.5. and 5.6.
- 5.8 If on paper, the order shall be submitted to the Broker personally in 2 copies. One copy shall remain with the Broker, the other shall be returned to the Client with 'Accepted' note and the Broker's signature on it.
- 5.9 If the Client (i) does not possess the codes and/or a Secure Card, and/or (ii) does not have the Secure Card close at hand at the moment of the order placing, the Broker shall generate a temporary (one-time only) code valid for 2 hours which shall be automatically sent to the Client's e-mail address specified in the Agreement executed with the Client. Once the temporary card's validity has expired, the Client's order shall be accepted based on the previously issued Secure Card (codes). In case of Secure Card loss, it will be re-issued upon the Client's application, subject to the effective fees and rates.
- 5.10 The Broker has the right to reject the Client's order, if the following occurs:
- 1) absence of Client's or his/her authorized representative's ID and other data, or suspicion of discrepancies,
 - 2) the order has not been placed following the forms and substance defined under clauses 5.1.-5.8.
 - 3) the order does not comply with the Republic of Armenia legislation and these Terms.
- 5.11 The Client may recall the submitted order or make changes in it in terms of price, quantity, term or fees by sending a relevant message in compliance with the provisions of clauses 5.1.-5.8 of these Terms. The message shall be accepted for execution provided the offer or the application on execution of the transaction has not been executed or accepted by the Broker yet. The recall message shall be considered to be accepted from the moment of its receipt by the Broker's representative. If the transaction has been executed in the period between the receipt of the client's recall message by the Broker and recall confirmation by the relevant TS, the recall order may not be executed.
- 5.12 The client may submit a margin trading application and receive financing or securities loan from the Broker, if the Client has executed a supplementary covenant with the Broker.

- 5.13 The Broker has the right to reject the execution of received order, if after its receipt it appears that there is not sufficient amount on the client's account to execute the transaction (except for margin trading) and charge the relevant fees for the performed transaction. Hereby the Broker reserves the right to debit amounts available on the Client's account without prior notice, while executing the operation or later at any time. The transaction may also be rejected, if the amounts available on the Client's account are encumbered or blocked.
- 5.14 In case the execution of the orders is rejected, the Broker gives immediate refusal notice to the Client by e-mail or over the phone.
- 5.15 Depending on the market type (securities market, OTC market, regulated, non-regulated) and place, nature of the transaction and execution terms, the Broker may set, in writing, deadlines for submission of orders or their recall. Any order or recall message with violations of deadlines will not be considered. Definition of the above specified deadlines is an inseparable part of these Terms and is mandatory for the parties. The act of the bank's decision-making body on the deadlines shall be posted to the Broker's official website or delivered to the Client by mail or e-mail, and shall become mandatory for the Client during 10 days upon its receipt.
- 5.16 In case of limitations set by TSs or the bank's partners for the minimum quantity/volume of bought/sold securities per order, these limitations refer to the client's orders as well, of which the Broker informs the client.
- 5.17 The client acknowledges that the types of securities to be obtained by the order and the scope of transaction, as well as order submission deadlines are limited by the securities' list, volume restrictions and order submission deadlines set by the agents and TSs that ensure execution of such orders. In any case, the Broker shall accept the order during the operational day. Any market order submitted upon completion of the trading session in the TS or prior to the beginning of the following trading session shall not be executed or routed for execution.

6. MARGIN TRADING AND TRANSACTIONS WITH DERIVATIVES

- 6.1 The terms and conditions of brokerage services under margin trading scheme shall be defined by the separate agreement executed between the Broker and the Client, forming (if executed) part of the Agreement, and governed by these Terms as far as they do not contradict its provisions.
- 6.2 The brokerage services with derivatives shall be provided pursuant to the terms and conditions and limitations defined by the TSs and agents dealing with trade in derivatives.
- 6.3 When the Client's position in transactions with derivatives and options, in particular, is open, and on the moment of opening of the Trading Session preceding the Trading Session of the Option execution date in the given TS (hereinafter the 'Moment of Funds Availability'), there are no sufficient funds on the Client's account to fulfill the obligations deriving from the Options, the Broker shall be hereby entitled to close the Client's open position in relation to the Options by selling the Options. At the same time, if on the Moment of Funds Availability there are sufficient funds on the account, the Broker shall be entitled to reject and not to forward for execution any orders of the Client, if the amount of their transactions exceeds the difference between the total balance available on the Client's account and the amount necessary to complete the Option, if such orders were received in the period

from the Moment of Funds Availability until closing of the open position by the Broker or actual execution of the transaction.

7. ACCOUNTING OF FUNDS. DEPOSITORY AND FINAL SETTLEMENT TRANSACTIONS.

- 7.1 Client's securities issued in the Republic of Armenia and envisaged for transactions by the Broker or received as a result of such transactions shall be recorded on the securities accounts opened and serviced according to the Custody agreement and these Terms.
- 7.2 Client's funds envisaged for the brokerage services or received as a result of them shall be transferred to the brokerage account on the basis of the final settlement or written order of the Client from the accounts opened with the Broker or accounts serviced by other banks.
- 7.3 The difference between the funds available on the brokerage account (to the extent in which they are not encumbered by accepted or executed order, the bank's or other parties' security interest) and amounts payable to the Broker under this agreement shall be liability of the Broker to the Client for an indefinite period of time.
- 7.4 No interest shall be accrued to the balance on the brokerage account. Any transactions of the Client by the brokerage account shall be limited to the following:
- 1) Debiting of amounts to the brokerage account and transfer to the current bank accounts of the Client with the Broker or other banks;
 - 2) Crediting of amounts from the Client's current banks accounts opened and serviced with the Broker or other banks;
 - 3) Any transactions required to ensure final settlement under these Terms.
- 7.5 Transactions by the brokerage account shall be executed based on the relevant orders and instructions of the Client. The order shall be considered an instruction to execute a brokerage transaction to a relevant extent. The transactions specified in sub-clauses 1 and 2 of clause 7.4. of these Terms shall be executed within 2 operational days upon submission of the relevant instruction, in accordance with the bank's internal regulations.
- 7.6 The amounts available on the brokerage accounts may be debited without the Client's instruction only if there is an applicable and effective court decision, as well as in other cases defined under the law and the agreements executed by and between the Client and the Broker.
- 7.7 Any transaction by the brokerage account may be executed only by the persons authorized to submit orders as prescribed under the Agreement. If the Client does not have current account with the bank or the persons who are authorized to submit orders for execution of the transactions by that account differ from those authorized to transact by the brokerage account, the Broker shall approve the signature specimen and seal (if any) card for the authorized representatives pursuant to the effective procedure. To ensure internal separate accounting of funds the Broker shall maintain a system of internal separate accounting of funds and securities expressed in various currencies, where their flow and balance shall be reflected. The system shall be held for internal separate accounting of the specified funds only and shall not be envisaged for the registration of title to the assets. The Client shall be provided with a

unique code in the system matching the Client's identification code. The system described herein shall be maintained also to keep records of the Client's securities' flows and balance accounted for on the Broker's nominee accounts.

- 7.8 Hereby the Client gives his consent to the Broker to use, including to pledge, the funds transferred to and received by the latter under these Terms for its (Broker's) benefit, without prejudice to the latter's fiduciary obligations to the Client.
- 7.9 The Broker may keep the funds of the Client on the bank (correspondent) accounts and other accounts opened with other financial institutions (including foreign) in the nominee's or its own name, according to the Republic of Armenia legislation or that of the country of transaction and agreements executed subject to such legislation. Hereby the Broker is authorized to combine the assets of clients and its own assets while making operations, however, still maintaining separate book-keeping of the Clients' assets, other clients' assets, as well as its own assets by proper maintenance of internal accounting system.
- 7.10 Depository and payment and settlement operations, as well as transactions by the Client's accounts required during brokerage services provided under these Terms shall be regulated accordingly by the Custody Service Agreement, these Terms and internal regulations and bylaws of the Broker. The Client's securities purchased during brokerage service and available for sale shall be accounted on the securities account opened by the Broker for the Client under the Custody Service Agreement.
- 7.11 An order to execute a transaction given pursuant to these Terms shall be also an instruction to perform a relevant custody operation by the Client's securities account, in particular the following transactions prescribed under the Custody Service Agreement:
- 1) acceptance/registration of securities on the account;
 - 2) transfer/withdrawal of securities from the account;
 - 3) blocking/pledging of securities in favor of the third parties or the Broker.
- 7.12 The Client may also give an instruction to the Broker to execute a transaction (crediting, debiting, transfer, blocking, etc.) by his securities account not related anyhow to the brokerage-related order. In such cases the instruction on custody services shall be submitted pursuant to the procedure, form and terms defined in the Custody Service Agreement.
- 7.13 Hereby the final settlement is construed as the performance of the Client's liabilities as a result of transactions executed by the Broker under the given order and acceptance of the settlement by the counterparty, in particular:
- 1) acceptance, registration and transfer of securities;
 - 2) transfer, acceptance and registration of funds, replenishment of floating balance with derivatives;
 - 3) currency exchange required to complete the transactions specified in sub-clauses 1 and 2 above.
- 7.14 If (i) the currency of the accounts included in the brokerage accounts differs from the currency required to ensure final settlement under the transactions executed by the issued orders, or (ii) the

Client's balance on the account in such currency not sufficient, the Broker shall ensure the missing amounts by relevant FX exchange at the rate prevailing in the bank or agreed with the Client for AMD, the currency required for final settlement or the currencies specified below. The Broker shall first exchange AMD-denominated funds, then balances with USD-denominated accounts, EUR and RUB denominated funds respectively.

- 7.15 In case the CBA does not define exchange rates for the currencies required to complete final settlement under the transaction, the Broker may refuse to execute the order or to route it for execution.
- 7.16 The Broker performs the final settlement with the Client without additional order by the latter. Hereby the parties agree that the Client's order on performance of operations is also an order to make the final settlement with the client's funds.
- 7.17 The Client shall provide sufficient funds on his accounts to enable the Broker to complete final settlement under these Terms. This obligation shall not refer to margin trading in which case the Client shall ensure the availability of the amounts on his accounts required to fulfill his liabilities to the Broker as prescribed under margin trading covenants.

8. BROKER'S COMPENSATION

- 8.1 The Broker shall charge a fee for provision of services according to the brokerage service fees (Fees) defined in Appendix 1 to the Agreement.
- 8.2 The fees defined in Appendix 1 to the Agreement may be changed by the Broker at its sole discretion in which case they shall enter into force on the 11th day from the moment of client's notification or publication of such changes at the official website of the Broker.
- 8.3 The client shall also reimburse all operational expenses of the Broker (relating to execution of the Client's orders or their routing), which may occur due to the necessity to involve third parties to ensure execution of the transactions and final settlement, in particular, fees defined by TSs and the Broker's agents (other than regular commission fees charged according to the agreements executed with the agents), which vary by TS, type of transaction, its value, etc. Such expenses shall not be included in the fees defined in Appendix 1 to the Agreement. The reports submitted to the Client shall reflect both the specified expenses and charges made by the Broker for their payment.
- 8.4 In case the Broker acts as the Client's tax agent according to the law, the Broker shall charge all the applicable taxes and other amounts payable by the Client and transfer them to the relevant authorities.
- 8.5 The Broker shall charge the fees, expenses, interests, duties and penalties and any other amounts payable by the Client to the Broker as prescribed under these Terms and the Agreement out of the funds provided by the Client, and/or shall debit them to the bank accounts of the Client without prior consent of the latter, who shall ensure sufficient funds on the specified account. Immediately after execution of the transaction the Broker shall charge the amounts payable to the brokerage account in AMD. Should the amounts on the brokerage account in AMD be not sufficient, the amounts payable shall be charged to the Client's brokerage accounts in other currencies and converted at the rate prevailing at the bank.

- 8.6 The brokerage service fees do not include fees charged by trading systems, stock exchanges, depositories, registrars, etc. (except for clearing fees), which, if payable, shall be debited to the Client's account.
- 8.7 In response to the request of the Client the Broker shall advise on sources of information relating to the fees specified in clause 8.6.

9. REPORTING

- 9.1 Once a month the Broker shall provide the Client (by e-mail or on paper upon the Client's request or prior agreement at the Broker's head office) with the current (transaction-based) 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 (funds and securities) available on the client's account and their flows, except for the reports on the transactions executed via trading software. Such reports are presented to the Client via trading software if the Client's consent is in place.
- 9.2 The Broker shall also provide the Client with reports in form and substance specified in clause 9.1 for the period set in the request within 3 days upon submission of such request. The Client may receive one monthly report upon request free of charge. The Client shall receive the hard copy of the report by visiting the Broker's head office.
- 9.3 The monthly report shall be deemed accepted in case the Client hasn't filed a written objection within 5 days upon its receipt. The current report shall be deemed accepted if the Client hasn't filed a written objection within 2 business days upon its receipt.

10. EXCHANGE OF INFORMATION AND COMMUNICATION

- 10.1 The Broker and the Client shall exchange information through phone conversations, fax, e-mail by internet or other network, postal/courier delivery of original documents and personal delivery with the signature for receipt, posting to the website of information affecting the client's legal status with relevant notice given to the client by e-mail. The Client acknowledges that he considers any of the above mentioned devices reliable, however, communication will be mainly performed via e-mail and over the phone.
- 10.2 Upon the Broker's consent, the Client and the Broker may stipulate in the Agreement a definite communication device/channel most reliable for the client, if other than those specified in clause 10.1, or one of the channels specified in the said clause.
- 10.3 The orders may be received for execution or routing and the information may be exchanged over the phone, by e-mail, electronic terminals (platforms running by means of the web) or on paper.
- 10.4 The paper flow and exchange of information shall be in Armenian. Upon the Client's request, the brokerage-related paper flow and exchange of information may be in Russian or English as prescribed under the Agreement.

11. LIABILITY

- 11.1 The obligations of the Parties under the Agreement are the legally enforceable liability of the Parties. In case of failure or default in performance by any of the Parties the other Party shall be entitled to adequate indemnity and compensation.
- 11.2 The Parties confirm that the representations and warranties set forth in chapter 4 of the Agreement are true and accurate and each Party undertakes to indemnify any and all losses the other Party may incur if the stated representations and warranties are found to be untruthful or inaccurate. Neither Party shall be liable for failure or default in performance, if such failure or default was caused by untruthfulness or inaccuracy of the representations or warranties of the other Party under chapter 4 of the Agreement. Either Party shall indemnify any and all losses incurred by third parties if such losses were caused, among other things, by untruthfulness or inaccuracy of the representations and warranties under chapter 4 of the Agreement.
- 11.3 In any case the liability of the Broker to the Client is limited to the amounts of actual loss incurred by the Client as a result of transactions executed by the Broker with violations of the client's order or non-performance of transactions due to any reasons not specified under these Terms, i.e. loss caused deliberately or as a result of negligence.
- 11.4 The Broker shall not be liable for losses caused to the Client by insolvency or bankruptcy of third parties, including the agents (sub-agents) and entities acting as Custodian to keep records of the Client's accounts, or by failure or default in performance on the part of such third parties, if the Broker was not and could not be aware that such conditions were pending or inevitable.
- 11.5 The Client shall indemnify any and all losses incurred by the Broker as a result of execution of orders for provision of services under the Agreement and the Terms, placed with the Broker by third parties. The Client shall be released from liability only in case such orders initiated by third parties were based on unlawful actions on the part of the Broker that were not properly authorized by the Client.
- 11.6 The Client shall bear the risk of non-performance or improper performance of liabilities by the third party under the transactions caused to be executed by the Broker upon Client's orders, while the Broker shall make best efforts to demand proper performance from such third parties. However, the Broker may give no guarantees and bear no liability in respect thereto. Hereby the Parties agree that the Broker shall not be held liable for the default on their liabilities by the third parties while executing the transactions based on the orders since trading outside Armenia takes place in the regulated markets through a chain of agents and sub-agents, i.e. the Broker routes the orders for execution to the agents who may forward them to the sub-agents, in which case the Broker may not exercise reasonable care in the choice of such sub-agents. Hereby the Parties agree that the Broker shall be deemed to have failed to exercise reasonable care in the choice of the agents only if, while having the possibility to chose, the Broker has selected a person the bankruptcy or insolvency of which or its imminence was known to the Broker at the decision-making moment.
- 11.7 The Broker shall also bear no liability in cases when the order or a message is delivered to the Broker on behalf of the client, but by an unauthorized person, if the Broker has tried to identify this person by taking reasonable measures (check-up and identification of codes, including those specified on the Client's Secure Card, IDs in case of phone order, and availability of signature and seal of the authorized person – in case of paper order, e-mail, specified in the agreement and given code – in case of electronic order), but it has not become clear or evident that the order has been submitted by a person with no such authority. If the Client has lost identification data, including Secure Card, or has

disclosed the code to the third parties, including the Client's employees not authorized to place orders, the Client shall give immediate notice to the Broker by reliable means of communication, in which case the Client shall be provided new IDs and a Secure Card upon his/her request. If prior to the receipt of such notice an order is placed on behalf of the Client and the data provided by the instructing person match with the Client's identification data, the Order shall be deemed placed by the authorized representative of the Client. The Broker shall consider such Orders as given by the Client and shall bear no responsibility before the Client for the losses suffered by the latter as a result of the Orders placed by unauthorized persons with the use of the Client's identification data. The Broker shall bear no liability for non-performance or improper performance of the final settlement of the client with the funds of the latter due to actions or inaction of TSs or parties to the transaction regardless of what the reasons are, as well as for any loss incurred by the Client as a result of hardware or software failure (including where the loss was caused by failure of a System), unless it is reasonably proved that such failure or loss was deliberately caused by the Broker.

12. VALIDITY AND TERMINATION

- 12.1 Being an inseparable part of the Agreement these Terms shall enter into force for the Client upon the effective date of the Agreement and stay in force till termination of the Agreement.

Date

Client

Signature (seal)_____