



Approved by the Shareholders' extraordinary general meeting of the

“Invia Investments” CJSC

Dated 31/01/2024

Executive Director Anahit Shakaryan

A handwritten signature in blue ink, appearing to read "Anahit Shakaryan", is written over a faint, light-colored circular stamp or watermark.

IN VIA INVESTMENTS

CLOSED JOINT-STOCK COMPANY

**RULES GOVERNING THE PROCEDURE FOR OPENING AND MAINTAINING
CLIENT ACCOUNTS IN ELECTRONIC FORM AND ON THE USE OF ELECTRONIC
SIGNATURES AND THE EXCHANGE OF ELECTRONIC DOCUMENTS**

2024

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GENERAL TERMS AND CONDITIONS

These Rules governing the procedure for opening and maintaining Client accounts in electronic form and on the use of electronic signatures and the exchange of electronic documents (*hereinafter referred to as the "Rules"*) have been developed in accordance with the legislation regulating the securities market of the Republic of Armenia "On the Securities Market", legal acts of the Central Bank of Armenia, and the Company's charter.

By accessing the web/mobile application (*hereinafter referred to as the "Platform"*) through the "Register" button by going through the Registration process and confirming the registration, the Client expressly agrees to abide by and be bound by the Rules.

Clients must be of legal age and capable in accordance with the laws of their country of residence. Clients are responsible for understanding and complying with the laws and regulations relevant to their jurisdiction. The Rules are subject to periodic review.

Any interested person can read the text of the Rules on the Company's website www.inviabroker.com

1. DEFINITIONS

The following concepts are used in these Rules in the meanings given below

Company or Broker: "Invia Investments" CJSC

Law: The Law of the Republic of Armenia "On the Securities Market"

Platform: The software system web application and mobile application, owned by "Invia Investment" CJSC and operates under inviabroker.com domain. This domain facilitates the interaction between the client and the broker, this platform enables the formalization of agreements, initiation of brokerage and other accounts as per the agreement and/or specified terms, submission and execution of orders, processing of reports and referrals provided by the client, presentation of completed transactions and additional information. Moreover, it serves as a means for communication and the exchange of messages/information between the client and the broker.

E-mail: The Client's latest email address specified in the Client's Personal Account on the Company's Platform.

Mobile phone number: The Client's phone number is specified during the Registration process on the Company's Platform.

Authentication: The process by which a system verifies the identity of the User to ensure accurate claimed identity, involving confirmation through unique biological characteristics, such as facial recognition.

Confirmation Code: A special series of numeral symbols created by the Company and sent to the Client for single use within a limited timeframe, specifically when signing an Electronic Document or a set of Electronic Documents.

Client: An individual, who has agreed with the Company to utilize electronic signatures and exchange electronic documents and who has opened an account through the Company's platform and uses the company's services.

Electronic signature: An analog of a handwritten signature used for signing Electronic Documents, confirmed by entering a special series of numeral symbols created by the Company and sent to the Client's phone number via an SMS on the Platform.

Personal account: a corporate information system located on a domain inviabroker.com, which is a set of software and hardware (computer equipment), the Client's access to which is carried out using a Login and password and is intended for exchanging documents and performing other actions provided for by the functionality of the corporate information system between the Company and the Client according to the Rules.

Password: A secret sequence of characters known only to the Client, used to gain access to the Client's Personal Account on the Platform.

Register of electronic documents: A table in the database of the Client's Personal Account, recording information about all Electronic documents generated by the Client through the Platform.

SMS message (SMS): (Short Message Service) is a means of communication, a technology that allows you to receive and transmit short text messages (SMS messages) using a cellular phone.

An electronic document: is a document in which information is presented in electronic form suitable for human perception using electronic computers, as well as for transmission over information and telecommunication networks or processing in information systems.

Brokerage activities: Conducting securities transactions on behalf of the company or the client and for the client's account.

Order: A client's order submitted for the purpose of concluding securities transactions, as well as the Company's order, assignment, request, or proposal.

Assignment: A document, be it electronic or voice messages, provided by the client to the broker in accordance with the agreed-upon methods outlined in the Agreement and/or these Rules. This documentation serves as the groundwork for the broker's execution or transfer to third parties, utilizing the client's funds. Such electronic or voice messages are specifically intended for the client's alienation or acquisition of securities.

Communication: any transmission of information, exchange, notification, or submission of an order that takes place within the scope of the Client-Broker Agreement.

Other definitions used in these Rules have the meanings established by the Law and regulatory legal acts promulgated by the Central Bank, in accordance with the Law, within the parameters as delineated by the aforementioned Acts.

2. ACCOUNT REGISTRATION

- 2.1 When establishing business relations without face-to-face contact with the Company's employees, for an account registration the Clients via the Platform by providing their personal data, email, and phone number in the designated fields on the Platform. The client confirms the contractual terms stipulated by the Company through the execution of the Agreement (application-agreement) using the prescribed form, within the timeframe specified by the Company, ensuring compliance with the established terms for account opening.
- 2.2 Upon entering the phone number, the system automatically generates and sends to the provided phone number a four-digit verification/identification code. Entering the verification/identification code in the appropriate field in the Platform the Client explicitly expresses his/her desire to become a Client of the Company.
- 2.3 The Client enters accurate and up-to-date personal data in the appropriate fields and uploads the identity document or other official document with a photo (e.g., passport, identification card).
- 2.4 The Client provides information below:
 - 2.4.1 First Name, surname, the father's name

- 2.4.2 The person's registration address,
- 2.4.3 Occupation,
- 2.4.4 Information on the source of income,
- 2.4.5 Information regarding the fact of being/not being a US tax resident.
- 2.5 The client completes the identification process through the platform by following the facial recognition instructions, involving taking a "selfie" and undergoing a liveness check.
- 2.6 The Client undertakes to provide the requested information to the Company in the required form, with necessary confirmation/verification, and promptly notify the Company of any changes to the provided information.
- 2.7 After completing the registration process, the Client receives notification about accounts opening a confirmation link to the email address entered by the Client.
- 2.8 After clicking the activation link, securities and brokerage accounts are opened for the Client.

3. CONDITIONS AND PROCEDURE FOR THE USE OF ELECTRONIC SIGNATURES AND THE EXCHANGE OF ELECTRONIC DOCUMENTS

- 3.1 Several related Electronic Documents (a package of electronic documents) can be signed with one Electronic signature. When signing a package of Electronic Documents with an Electronic signature, each of the Electronic Documents included in this package is considered to be signed with an Electronic signature.
- 3.2 Electronic documents are exchanged in the Client's Personal Account on the Company's Platform. To ensure legal significance and confirmation of authorship, the Parties agreed to sign Electronic documents with an Electronic signature.
- 3.3 An electronic document is considered to be signed with an Electronic signature if it is generated in the Client's Personal Account, via Platform, and is certified with a confirmation code before sending.
- 3.4 The Client undertakes to ensure the durability and complexity of the Password to minimize the risk of its Compromise, including adhering to generally accepted security practices methods and means of ensuring security. A set of norms and rules of information security management". The responsibility for the consequences caused by the Client's failure to fulfill the above obligations lies entirely with the Client.
- 3.5 The confirmation code is created each time for signing an Electronic Document in the Client's personal account, in the Platform, and is communicated to the Client in the following order:
 - by means of a text SMS message to a mobile phone number and/or by sending a message indicating 4 significant code.
- 3.6 By clicking on the button to agree to these Rules in the Personal Account the Client agrees to the use of an Electronic Signature in the Client's Personal Account, in the Platform, for sending messages, processing Electronic documents, performing other available actions, and also acknowledged the fact that the Company provided the following information:
 - 1) rules for determining (identifying) a person signing an Electronic Document by his Electronic signature
 - 2) the obligation of the person creating and (or) using the Electronic Signature to respect its confidentiality
- 3.7 The Client independently and at its own expense processes the technical resources necessary for the installation and operation of the Client's personal account.

4. CASES OF USING AN ELECTRONIC SIGNATURE

- 4.1. An electronic signature is utilized by the Parties to sign electronic documents, the preparation of which in electronic form does not contradict the current legislation of the Republic of Armenia.
- 4.2. The electronic signature is used by the Parties solely for signing documents for which formation and exchange are possible, particularly within the Client's Personal Account. This includes but is not limited to:
 - 4.2.1. Signing the application- agreement (Agreement) for opening a broker/depo account.
 - 4.2.2. Electronic documents can be signed through the technical functionalities of the client's personal account when utilizing brokerage services, which encompass the regulations governing brokerage (dealer) activities. The rules overseeing custody activities are also followed, and contracts related to securities transactions and/or derivative financial instruments are signed. Furthermore, services related to the execution of transactions in the foreign exchange market are included, as well as services provided in accordance with the rules of the Company's brokerage service or additional agreements attached to the rules of the Company's brokerage service.
 - 4.2.3. The client can sign electronic documents through the technical features of their personal account, make orders while utilizing brokerage services, and transfer ownership or other rights to their securities when using custody services. This encompasses services that enable the client to exercise their rights to securities, such as signing orders for depository operations or other applications and requests.
 - 4.2.4. Additional documents specified by the technical functionalities of the client's personal account.
- 4.3 The parties hereby mutually acknowledge and agree upon the prescribed method of signing. They explicitly confirm their awareness that utilizing an electronic signature in electronic documents by any of the parties holds an equivalent legal status to a handwritten signature. This electronic signature signifies the parties' genuine consent and, based on this, they waive any challenges to the Agreement's validity as outlined in the Agreement's conclusion procedure. This includes refraining from disputing the circumstances of its validity and abstaining from raising any appeals or claims related to them. Electronic documents signed with a signature application (such as brokerage/securities account opening application-contract), orders, depot instructions, or any other documents (and/or legal actions) carry the same rights and obligations (legal effects) as if they were presented in paper form with the handwritten signature of the respective party.

5. CONFIDENTIALITY AND DATA PROTECTION

- 5.1 The Client authorizes the Company, for the purpose of providing services, to use and process the Client's personal data, including name, surname, father's name, date of birth, and all information included in the passport (picture, signature). Clients personal data is processed based on the legislation of the Republic of Armenia, including the Law of the Republic of Armenia "On the Protection of Personal Data," the Law of the Republic of Armenia "On Securities Market," the Law of the Republic of Armenia "On Combating Money Laundering and Terrorism," the agreement to join the company's "General Terms of Company," or Clients consent obtained as a result of otherwise accepting this Rules. The Company has the right to use the Client's email address, mobile phone number, and other communication data to send informational and advertising messages regarding the services provided by the Company.
- 5.2 When processing personal data, the company is guided by the following requirements:
 - Legality of purposes, means of processing, and reliability of data,
 - Ensuring the legality of personal data processing, which implies data processing with the consent of the subject,
 - Compliance with real and stated processing goals,

- Compliance with the scope and nature of personal data, means and purposes of personal data processing,
- Sufficiency of data for processing purposes and inadmissibility of excessive processing of data for processing purposes,
- Notification of users of information systems about the legal and safe practice of handling personal data,
- Accuracy, completeness, reliability, and security of personal data in information systems,
- Informing the subject about the processing of personal data and the legally significant consequences of such processing, giving him the opportunity to influence the accuracy and completeness of this data,
- Constant internal control of personal data processing, readiness to undergo state inspections of personal data processing processes and systems.

5.3 The processing of personal data is carried out for the following purposes:

- Proper provision of services, improving the quality of customer service,
- To open a client's account, manage your accounts, monitor, and detect fraud.
- Confirmation of Client's identity (identification),
- Ensuring the accuracy of the Client's personal data (checking, clarification, or updating),
- Compliance with the requirements of RA legislative acts and other regulatory legal acts, in particular, the requirements of Article 16 of the RA Law on Money Laundering and Anti-Terrorism.

5.4 To ensure the protection of the processed personal data, the company takes the necessary legal, organizational, and technical protection measures in accordance with the legislation of the Republic of Armenia. The Company is responsible for the damages and losses suffered by the Clients as a result of carelessness, negligence, violation of data storage security, and privacy requirements of the mentioned companies. After successful authentication, the Client, by clicking the confirm button, accepts the terms and tariffs of the Company's Brokerage services and Custodian rules and acquires all the rights and obligations arising from the Agreements.

5.5 In certain cases, the Company may share your personal data with trusted partners who provide us with the services necessary to provide provision of services offered. This cooperation is based on strict contractual obligations to ensure that your data is processed with the utmost care and only to the extent necessary.

5.6 The Company ensures that Client data is protected and processed in compliance with privacy and security rules. Client data may be shared with cooperating companies and competent authorities to manage financial crime risks and comply with tax requirements.

5.7 The Client hereby gives his/her consent that for the purpose of processing his/her data, in case of use of the service of the other companies, in that case, the Company can transfer his/her data to them. Regardless of the fact that the Client's data is processed in the Republic of Armenia or outside the territory of the Republic of Armenia, it will be protected in accordance with the requirements of the applicable privacy and security regulations and can only be used in accordance with the Company's instructions.

5.8 The Client has the rights determined by the RA Law "On the Protection of Personal Data." You have the right to withdraw your consent to the processing of personal data or to request the deletion of your personal data. However, in this case, unfortunately, we will not be able to continue to provide you with the Services. You have the right to contact the Company to correct or change your personal data if they are incorrect or need updating. You have the right to file a complaint with the Company if you believe that your personal data was processed with a violation or if you do not agree with the procedure for processing your personal data.

6. TECHNICAL SUPPORT

- 6.1 Technical support for the Client involves advising on issues related to the operation of the Client's Personal Account, Platform, and the Company.
- 6.2 In case of problems or questions related to the operation of the Client's Personal Account in the Company's Platform, the Client may contact the Company for clarification.
- 6.3 The Company undertakes to provide detailed answers to client questions promptly, and, if necessary, send appropriate materials to help solve arising problems.
- 6.4 The Company provides the Client with the opportunity to contact the Technical Support Service by telephone, email, or using another electronic messaging service indicated on the Company's website on the Internet.
- 6.5 The Company is committed to maintaining the highest standards of Client data protection by regularly updating its security systems.
- 6.6 The Company shall not be liable for any damages incurred by the Client due to the selection of the "remember the data" option in their account. Clients are advised to exercise caution to prevent unauthorized access or use of their password by third parties.

7. UPDATING DATA

- 7.1 The Client undertakes to keep the provided personal data up-to-date and to update the data if they change.
- 7.2 The Client undertakes to immediately notify the Company of any changes in his address, residency status, as well as any other changes in the information and documents submitted to the Company. In the event that the Client does not provide the Company with information on such changes, the Company shall not be liable for the losses suffered by the Client as a result of the operations performed on the securities account based on the information/documents available in the Company.

8. ACCOUNT ACTIVATION AND DEACTIVATION BY THE COMPANY

- 8.1 The Company has the right to deactivate the Client's Account at any time:
- 8.2 If the Client does not fulfill the contractual obligations with the Company defined by the application agreement for opening a broker/depo account or with the rules/Regulations that form an integral part of it
 - If inaccuracies are discovered in the data provided by the Client.
 - If inconsistency or violation of legislative issues is identified
 - At the company's internal decision based on an assessment of operational and other risks.
- 8.3 The Client acknowledges and agrees that the Company is obliged to comply with laws and other legal acts, as well as the requirements of law enforcement agencies, related to the fight against money laundering and the prevention of terrorist financing. According to the requirements of the RA Law "On Combating Money Laundering and Financing of Terrorism", the internal AML rules of the Company, and the principles of the Company's activities, the circulation of criminally acquired/managed/received funds is prohibited. Based on the requirements of the aforementioned law, international legal norms on money laundering, the Company's fight against money laundering and the prevention of terrorist financing, as well as the requirements of internal legal acts adopted on the basis of international sanctions, the Company has the right to make any inquiries on its own initiative regarding the information provided by the Client and to block the Client's account at any time in case of doubt regarding the information provided by the Client.

- 8.4 Either party has the right to close the account by providing written notice to the other party at least 10 days in advance, considering any existing obligations. To close the account, the Client must submit a request to the Company through email, or Platform, or another method specified by the Company.
- 8.5 However, the Company reserves the right to deactivate the Client's accounts that do not meet the specified criteria or are incomplete. The Client may be required to undergo additional verification steps, such as providing notarized documents, to ensure compliance with regulatory requirements, etc.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES WHEN USING THE CLIENT'S PERSONAL ACCOUNT

- 9.1 Clients must provide accurate and up-to-date information during the account opening process, including, but not limited to personal details, contact information, and financial documentation.
- 9.2 Clients are responsible for maintaining the confidentiality and security of their account credentials, including their passwords.
- 9.3 Prompt reporting of any unauthorized access or suspicious activities related to the account is the client's responsibility.
- 9.4 Clients must adhere to all terms, conditions, and policies outlined by the Company prior to and during the account opening process.
- 9.5 Clients are fully responsible for any losses resulting from the negligence of account-related security measures.
- 9.6 Clients are responsible for understanding and acknowledging all fees and charges associated with their accounts. Regularly reviewing fee structures and being aware of any updates communicated by the Company is the Client's responsibility.
- 9.7 The client acknowledges having reviewed the rules governing account management and the client's personal account on the Company's platform. The client assumes all risks and responsibilities for actions conducted through their personal account.

10. DISPUTE RESOLUTION

- 10.1 In the event of a dispute, both parties agree to engage in a negotiation process prior to pursuing legal action. If no agreement is reached by the negotiations the disputes between the Company and the Client are subject to the jurisdiction of the courts of the Republic of Armenia. Legal relations not covered by the Rules are governed by the legislation of the Republic of Armenia and by good practice based on business principles.

11. OTHER PROVISIONS

- 11.1 The Company has the right to unilaterally make changes and additions to the Rules, as well as put into force a new edition of the Rules, with mandatory notification to the Client no later than 7 (Seven) calendar days before the amendments and additions to the Rules come into force, or entry into force new edition of the Rules.
- 11.2 The Client will be notified of any changes or additions to the Rules or the introduction of a new version through the following means:
- 11.2.1 Publication of a notification containing the complete text of the modifications or the new edition on the Company's webpage at www.inviabroker.com
- 11.2.2 If the accurate email address is provided, the transmission of an email containing the complete text of the modifications or a new version of the rules will be initiated.

- 11.2.3 Notification will be accomplished by publishing the entire text of changes or a new edition of the rules in the client's personal account.
- 11.3 To ensure that the Client is familiar with the full text of the changes and additions before they come into force, the Client is obliged to contact the Company at least once every seven calendar days, or the Internet on the Company's page, the Client's Personal Account, the Client's email for information on changes and additions to the Rules, or the entry into force of a new edition of the Rules.
- 11.4 The Client recognizes as sufficient evidence (suitable for presentation when resolving disputes in court) electronic files of the protocol for the exchange of information between the Company's server and the Client's workstation.
- 11.5 The Company transfers to the Client a non-exclusive right to use the Client Personal Account software located on the Company's domain.
- 11.6 These Rules are an integral part of the application-contract for opening a Brokerage/securities account.