

APPROVED
Minutes of the Board
of TK Bank
No. 13 dated April 15, 2020
(as reworded by Minutes of the
Board of TK Bank No. 35 dated
December 09, 2021)

RULES

of arranging for maintenance of natural
persons' and individual entrepreneurs'
accounts with TC Bank Close
Company

ARTICLE 1 GENERAL PROVISIONS

1. The Rules of arranging for maintenance of natural persons' and individual entrepreneurs' accounts with TC Bank (hereinafter The Rules) have been developed in compliance with the legislation of the Republic of Belarus, the Charter, and local legal acts of the Trade Capital Bank (hereinafter The Bank).
2. The Rules shall specify the procedure of maintenance of accounts of the Bank clients who are natural persons and individual entrepreneurs, rights and obligations of the Bank and its Clients, responsibilities, and any other conditions governing relations between the Bank and its Clients during maintenance and operation of accounts.

In all other aspects relating to the procedure of the Bank client accounts maintenance not enshrined in the Rules the Bank shall be governed by the legislation of the Republic of Belarus (hereinafter The Legislation), local legal acts of the Bank.

Should the legislation change, the present Rules shall be applicable to the extent not inconsistent with the law.

3. The following terms and their definitions shall be used in the present Rules:

A client – means a natural person, individual entrepreneur who have entered into legal relationships under the bank account agreement signed with the Bank;

An account – means a current (settlement) bank account, sub-account, special account, donation account, nominal account, letters of credit account, deposit

account opened for a Client with the Bank in compliance with local legal acts of the Bank and the legislation;

Regulations for currency exchange transactions – means a document governing the procedure of currency exchange transactions, deadlines for submission of documents, procedure of their processing and terms of settlements of currency exchange transactions in the Bank;

The Parties – mean the Bank and the Client.

Other terms used in the present Rules shall have the meaning defined by the legislation.

ARTICLE 2 RIGHTS AND OBLIGATIONS OF THE PARTIES

4. The Bank shall undertake to:
 - 4.1. provide comprehensive settlement and/or cash servicing of the Client's account, in particular, credit the account with funds arrived to the Client's name, transfer the funds from the Client's account to any other parties and the Bank, receive and withdraw cash, conduct other transactions stipulated in the legislation and the present Rules, in accordance with the procedure and time scale established by the legislation, the Rules, and local legal acts of the Bank governing the Bank's mode of operation with Clients.

Clients' settlement and cash servicing using e-documents shall be regulated by a remote banking system (RBS) use agreement signed by the parties;
 - 4.2. write off funds from the Client's account only at his/her instruction (order), unless otherwise provided by the legislation, the Rules, the bank account agreement or any other agreements signed by and between the Client and the Bank. Multiple or recurrent writing off of amounts from the Client's account shall be made on the grounds of a standing payment order submitted to the Bank, with indication of its in-force period on the form as per Annex. Direct debiting the Client's account shall be effected on the grounds of enforcement documents, a verdict (order) of an authorized government body (an official) where statutorily provided, via the computer-aided information system for discharge of obligation (CIS DO);
 - 4.3. accept duly executed payment instructions of the Client within a banking day. Payment instructions shall be returned to the Client undischarged in case of duplication, erroneous bank details, improper execution. When making bank transfer, the Bank shall bear no responsibility for verification of received

payment instructions, except for checking their authenticity and drawing up in compliance with requirements of the legislation;

- 4.4. accept the Client's payment instructions for transfer of funds to the budget, whether or not the funds required for fulfillment of such payment instructions in full are available on such account. Should the funds on the Client's account be inadequate for fulfillment of payment instructions for transfer of funds to the budget in full, such payment instructions shall be sent to CIS DO;
- 4.5. upon receipt of an electronic message from CIS DO on acceptance (rejection) of his/her payment instruction for transfer of funds to the budget, the Client shall be notified thereof by making the following notes on the reverse side of the payment instruction submitted to the Bank on paper or a copy of an e-document: Accepted to CIS DO, Acceptance to CIS DO Rejected with indication of the grounds, and bearing signature, date, name and initials of an executant;
- 4.6. notify the Client of sending the payment request to CIS DO without the Client's acceptance, by making the note on sending such payment request to CIS DO on the reverse side of the enforcement document, with indication of its number, date and amount, as well as setting the date and time of sending thereof to CIS DO, and bearing signature, name and initials of an executant;
- 4.7. should a settlement document kept in CIS DO be cancelled (altered), suspended at the Client's initiative, the Client shall be notified thereof by making a note on cancellation (alteration), suspension of such settlement document on the reverse side of the Client's application for cancellation (alteration), suspension of such settlement document, with indication of the date and time of execution, signing, specifying of the name and initials of an executant. The Bank shall return paper documents enclosed to the application for cancellation (alteration), suspension of such settlement document to the Client no later than the next business day from receipt of information from CIS DO;
- 4.8. perform account transactions within the following time limits:
 - noncash settlements in Belarusian roubles (BYN) – within the banking day of their arrival, provided that payment instructions arrived prior to 16:00 p.m. of the then running banking day;
 - noncash settlements in Russian roubles (RUB) – within the banking day of their arrival, provided that payment instructions arrived prior to 14:00 p.m. of the then running banking day;
 - noncash settlements in Belarusian roubles (BYN) and Russian roubles (RUB) – no later than the banking day immediately following the day of arrival,

provided that payment instructions arrived no later than the time written above;

noncash settlements in US dollars (USD) and Euro (EUR) – at arrival of payment instructions, with due regard to the amount of transfer and time of arrival to the Bank:

up to 100 000 inclusive – within the banking day of arrival, when arrived prior to 12:00;

from 100 000 to 500 000 inclusive – no later than the banking day immediately following the day of arrival, when arrived prior to 15:00 p.m.;

more than 500 000 – no later than 2 (two) banking days immediately following the day of arrival, when arrived prior to 15:00 p.m.;

noncash settlements in US dollars (USD) and Euro (EUR) – with addition of one banking day to the above time limits, provided payment instructions were accepted no later than the time written above;

noncash settlements in any other currencies, except as indicate above – within time limits fixed by a separate agreement between the Bank and the Client;

acceptance of cash – within a banking day in compliance with local legal acts of the Bank specifying the Bank's business schedule;

issue of cash – on the grounds of the Client's advance cash requirement prepared in arbitrary form and submitted to the Bank to e-address of a person maintaining the Client's account no later than by 12:00 of the day immediately preceding the day of issue of cash in compliance with local legal acts of the Bank specifying the Bank's business schedule;

execution of express transfers in Belarusian roubles (BYN) under payment instructions initiated by the Client, having the Express status assigned by the Client, received no later than 16:00 of the then current banking day – within one hour from acceptance upon agreement with the Bank and subject to respective ability of the Bank;

- 4.9. execute payment instructions within the actual account balance of the Client;
- 4.10. perform currency exchange transactions in the manner and on the terms specified in Article 3 of the present Rules;
- 4.11. credit the Client's account with no-limit amounts of money received for his/her benefit, subject to proper execution of transactions and compliance thereof with the legislation. Funds in Belarusian roubles arrived on the Bank's correspondent account for the Client's benefit shall be places on his/her account on the day of arrival. Funds in foreign currency arrived on the Bank's correspondent account for the Client's benefit shall be placed on his/her account on the grounds of payment instructions of the correspondent bank,

but no later than the day immediately following the day of receipt of a statement from the correspondent bank and no earlier than the value date indicated in the document. Should the funds arrived for the beneficiary (for the benefit of the Client) be less than the amount of a payer's or correspondent bank's payment instructions accepted by the Bank, the Bank shall credit the account only with the amount actually arrived to its correspondent account for placing on the Client's account;

- 4.12. furnish the Client with the statement of his/her personal account (hereinafter The Statement) to confirm account transactions. The statement shall be furnished to the Client on paper, unless any other statement presentation format is agreed between the Bank and Client; appropriate statements may be issued in the absence of confirming payment instructions (attachments to statements).

Statements shall be attested by the Bank by making a special mark in the form of impression of a responsible officer's stamp indicating the name of the Bank, or by using software and hardware tools. The statement shall contain mandatory details as required by law; the statement of currency accounts shall contain additional information on the official exchange rate of BYN to respective foreign currency fixed by the National Bank of the Republic of Belarus.

Statements and attachments thereto shall be issued to persons who have the right of first and/or second signature on the account, Client's representatives on the grounds of a power of attorney drawn up under the established procedure, and upon the Client's application to any other persons (in the manner agreed by the Parties).

Statements and attachments thereto shall be furnished in electronic format without their physical print-out to Clients who have signed remote banking agreements with the Bank;

- 4.13. consult the Client regarding making settlements, cash transactions, other matters directly relating to settlement and cash services. Upon the Client's written application provide him/her with written duplicate statements, make a search of funds that have not arrived on his/her account, conduct other banking transactions and render other services which list is specified in respective local legal acts of the Bank;
- 4.14. service the Client in accordance with the approved list of payments (remunerations) for banking transactions and rendered services (hereinafter The List) and the pricing plan (if any) chosen by the Client. Payment (remuneration) for banking transactions and rendered services shall be collected on the day of performing respective banking transactions, rendering

services, but no later than the last banking day of the then-current month, unless otherwise stated in the List of Payments. Should any costs arise from conducting of banking transactions but be not covered by applicable rates of payments (remunerations) of the Bank, such costs shall be payable by Clients engaged in conducting of such banking transactions as and when reimbursement of such costs is claimed by the Bank.

Payment (remuneration) for banking transactions and rendered services shall be payable in Belarusian roubles. Where provided for by the legislation of the Republic of Belarus and the List of Payments, such remuneration (payment) may be collected in foreign currency in which the transaction has been conducted or in any other currency at the official exchange rate (cross rate) fixed by the National bank of the Republic of Belarus as of the day of collection of such remuneration (payment);

- 4.15. ensure safety of the Client's funds;
- 4.16. maintain the Client's bank secrecy, commercial and/or any other secret protected by the law. Information constituting the Client's bank secrecy shall be disclosed by the Bank only on statutory grounds;
- 4.17. charge and pay interest to the Client on actual daily balance of his/her current (settlement) accounts on the last business day of the month, proceeding from the closing balance.

The rate of interest shall be fixed by a decision of the Board of the Bank or by any other body authorized by the Board of the Bank. The rate of interest shall be notified to Clients through placing the copy of the extract from the minutes of the Board of the Bank's decisions on the dashboard at the premises of the Bank and on the web-site www.tcbank.by in the Internet, and shall be made available for information to Clients by the Bank employees when signing the bank account agreement.

For charging interest the number of days of the year shall be deemed 360, the number of days in the month shall be deemed 30;

- 4.18. deduct taxes on the amount of interest yield on current (settlement) accounts, deposit accounts of Clients who are nonresidents of the Republic of Belarus not engaged in activities within the Republic of Belarus through permanent missions according to the law.

Should the Client who is a nonresident of the Republic of Belarus submit a certificate issued by a competent authority of the country of registration of such nonresident Client, indicating the Client's residence State for avoidance of double taxation and application of the rules of international treaties, taxes

on the amount of interest yield on current (settlement) accounts, deposit accounts shall be deducted at the rate stipulated in such rules of international treaties. The Client shall submit such certificate to the Bank by or before the 20th day of the month within which interest yield on current (settlement) accounts, deposit accounts is charged for the first time.

Should such certificate be not submitted, tax on the amount of interest yield on current (settlement) accounts, deposit accounts shall be deducted as required by the law disregarding the rules of international treaties.

5. The Bank shall be entitled to:

- 5.1. require the Client to submit necessary information confirming legitimacy of the account transactions conducted by the Client, reschedule or reject any transaction until its legitimacy is confirmed;
- 5.2. reject the Client's settlement transactions when the funds on his/her account are inadequate for making respective payments (remunerations) for such transaction to the Bank or when the Client has failed to make payments (remunerations) to the Bank, and also when the Bank has every reason to believe that payment instructions are not authentic. Should payment instructions be rejected, the Bank shall notify thereof the Client no later than the then-current business day after receipt of such payment instructions. Notices relating to payment instructions submitted to the Bank on paper shall be made by delivery, to the Client, of the top copy of the payment instruction on which reverse side the reason of return shall be indicated; notices relating to payment instructions sent to the Bank in electronic format shall be sent via the remote banking system;
- 5.3. refuse to give out cash to the Client when an advance request has not been submitted or has been submitted behind the time limit fixed by the Rules;
- 5.4. determine, for the purpose of currency transactions monitoring, whether currency transactions performed by the Client comply with requirements of the currency legislation; monitor the Client's account transactions; and perform any other actions required for compliance with the legislation on prevention of legitimization of proceeds of crime, financing of terrorism and financing of proliferation of mass destruction weapon;
- 5.5. suspend transactions on the Client's account in cases stipulated in the legislation and local legal acts of the Bank;
- 5.6. close the Client's account at its own discretion;

when funds are unavailable on the account within 3 (three) months from the last debiting of such account;

in any other cases stipulated in the legislation, local legal acts of the Bank;

- 5.7. unilaterally change, supplement, introduce a new List of Payments, including the rates, procedures and terms of collection of payments (remunerations) for banking transactions and services provided by the Bank, subject to notification to the Client through placing the respective information on the dashboard and on the web-site of the Bank, and through sending such information via the remote banking system to the Client's e-mail. Should any new pricing plan be introduced and/or any active pricing plan be cancelled, the Bank shall be entitled at its own discretion to switch the Client to another pricing plan, including a newly introduced one, until the Client's application for change of the pricing plan is received.

New rates of payments (remunerations) of the Bank and/or changes and/or additions to the pricing plan shall come into effect from the day fixed in the decision of the Board of the Bank but no earlier than the day of placing the respective information on the web site of the Bank.

Discount from the fixed rates of payments (remunerations) may be offered to the Client, in particular, upon his/her substantiated request.

The amount of discount and its validity period shall be drawn up by a separate decision of the Board of the Bank and brought to the information of the Client by a written or verbal notice no later than 3 (three) banking days from making such decision, with indication of the type of banking transaction or rendered service, rate of payment (remuneration) with allowance for such discount and its validity period for the Client.

The Bank may unilaterally cancel such discounted rates of payments (remunerations) for the Client, in particular, prior to expiry of validity of such discount, and apply the Bank's active rates of payments (remunerations) to servicing the Client, subject to written or verbal notification sent to the Client no later than 3 (three) banking days from application of active rates of payments (remunerations) to the Client.

The decision on cancellation of discounted rates of payments (remunerations) shall be drawn up by a separate decision of the Board of the Bank;

- 5.8. on the grounds of a payment order write off from the Client's account, without any advance notice and order (instruction) of the Client, respective amounts of payments (remunerations) due to the Bank for conducted banking transactions and rendered services, as well as other debt due from the Client

to the Bank arising, inter alia, owing to Client's failure to fulfill his/her obligations to the Bank under any other contracts and agreements, given that the account pattern specified by the governing legislation provides for respective transactions;

- 5.9. issue payment requests to the Client's account if the latter is in arrears on any obligations to the Bank, given that the account pattern specified by the governing legislation provides for respective transactions;
- 5.10. write off money from the Client's account without his/her consent on the grounds of a payment voucher, where statutorily provided;
- 5.11. should any misdirected transfers or excessive amounts transferred to the Client through the fault of the Bank employee be discovered or upon receipt of a respective request of the correspondent bank, any wrongly transferred money shall be written off from the Client's account without his/her consent;
- 5.12. For crediting the Client's account with an amount received for his/her benefit in foreign currency other than currency of his/her account, such amount shall be converted. Such crediting combined with conversion shall be effected at the exchange rate fixed by the Bank subject to the conditions stipulated in the legislation.

6. The Client shall undertake to:

- 6.1. submit to the Bank all documents for opening an account as required by legislative and local legal acts of the Bank that regulate the procedure of opening accounts by Clients;
- 6.2. no later than 3 (three) business days, unless a different period is fixed by the law, notify the Bank in writing of change of any information to be entered into a sample signatures card, in particular, data related to reorganization, change of the name or location or place of residence, replacement (adding) of persons entitled to sign documents for account transactions, and in any other cases stipulated in the legislation, subject to submission of respective documents to the Bank within a month from written notification (or from the date of the respective change).

Should the Client fail to fulfill such obligation properly, the Bank shall refuse to execute the Client's transaction-related documents and shall bear no responsibility for any adverse effects consequently occurred;

- 6.3. at the request of the Bank submit the required documents (information) on receipt of cash money from the cash-desk of the Bank for certain purposes, as well as documents (information) necessary for the Bank to perform the

functions of a foreign exchange control agent in cases and in time provided by legislative and local legal acts of the Bank. The Bank shall not transfer funds related to foreign economic transactions until the Client submits all necessary documents (information);

- 6.4. comply with requirements of the legislation and local legal acts of the Bank with respect to clearing and settlement transactions, currency transactions and any other transactions; observe the forms and rules of drawing up settlement documents and cash records;
- 6.5. comply with requirements of the Bank's local legal acts regulating the Bank's work schedule;
- 6.6. at opening an account and in case(s) of changing payment deadlines, submit to the Bank all data on fixed cash payment deadlines for remuneration of labour, payment of scholarships, pensions, allowances, proceeds of an individual entrepreneur, notary in private practice. Copies or extracts from a collective bargaining agreement, labour agreements (contracts), other documents indicating the deadlines for remuneration of labour, payment of scholarships, pensions, allowances, proceeds of an individual entrepreneur, notary in private practice shall be enclosed;
- 6.7. by January 10, send to the Bank written confirmations of his/her account balance as of January 1 of every year;
- 6.8. within ten calendar days from receipt of the account statement, notify the Bank in writing of any misdirected transfers (erroneously written off amounts) or any excessive (not fully written off) amounts, or amounts transferred (charged to) an improper beneficiary. Should any misdirected transfers arrive to the Client's account, the Client shall submit, to the Bank within the above prescribed time, his/her payment order for return of such misdirected transfers;
- 6.9. to receive cash funds from his/her account, the Client shall notify the Bank no later than 12:00 of the day immediately preceding the day of cash withdrawal, through an advance request submitted to the Bank in arbitrary form to e-mail address of a responsible officer who maintains such account;
- 6.10. pay for transactions performed by the Bank and services rendered by the Bank in accordance with the List of Payments;
- 6.11. be aware of information and data placed on dashboards and web-site of the Bank;

- 6.12. at closing the account, pay (remunerate) for the account closing service in accordance with the approved List of Payments, confirm the account balance as of the closing date, pay off debts on any other obligations to the Bank.
7. The Client shall be entitled to:
- 7.12. be provided with comprehensive cash and settlement services on paid basis in accordance with the approved List of Payments, in particular, choose (change) the pricing plan (if any);
- 7.13. dispose of funds using e-documents pursuant to the legislation, local legal acts of the Bank, and in accordance with separate signed contracts;
- 7.14. request from the Bank all necessary documents related to movement on the account;
- 7.15. change or cancel payment instructions issued to the Bank, prior to making such payment by the Bank;
- 7.16. terminate the bank account agreement at any time by submitting, to the Bank, a respective application and other documents required for closing the account according to the legislation and local legal acts of the Bank.

The Bank shall be entitled to bar the Client from termination of the bank account agreement and closing his/her account when there is a debt on cash and settlement services, received loans, guarantees, leasing, and any other liabilities owed by Client to the Bank.

ARTICLE 3 CONDITIONS TO BANKING TRANSACTIONS

8. Belarusian roubles, foreign currency kept on the banking account, and foreign currency arriving for the benefit of the Client may be used for currency exchange transactions, unless contrary to the account pattern specified by the legislation and this Article of the Rules.
9. Currency exchange transactions in the domestic foreign exchange market include foreign exchange purchases, foreign exchange sale, and foreign exchange conversion – exchanging Belarusian roubles for US dollars by the Bank, exchanging foreign currency for Belarusian roubles, and exchanging of one currency for another at the established rates of exchange, unless otherwise provided by the legislation.
10. Terms of specific transactions related to foreign exchange (subject of transaction (purchase, sale or conversion of foreign currency), type of

currency, amount of transaction, rate of exchange, procedure and date of payment, numbers of accounts, other terms of transaction) shall be specified in requests for purchase, sale, conversion of foreign currency (hereinafter The Request) or payment orders of the Client. Cases when requests and payment orders are used for currency exchange transactions shall be specified by the Client in compliance with the legislation.

Requests and payment orders may be drawn up on paper or in the form of an electronic document in compliance with laws on an electronic document and digital signature or electronic message (a document in electronic format) via the remote banking system, with observance of safety procedures and in compliance with the legislation.

The request drawn up on paper shall be submitted to the Bank in two copies. The request forms shall be determined by a local legal act of the Bank.

The request for purchase, sale, conversion of foreign currency shall not be submitted when:

the Client conducts money transfer combined with purchase, sale, conversion (exchange) on the grounds of the submitted payment order;

the Bank is crediting the account, combined with purchase, sale, conversion (exchange).

On the grounds of duly executed Client's requests and payment orders the Bank shall undertake to perform currency exchange transactions for the Client in the over-the-counter currency market of the Republic of Belarus.

In return, the Client shall undertake to settle accounts with the Bank when due and submit necessary documents relating to currency exchange transactions for the Bank to determine whether the conducted currency exchange transactions comply with the currency legislation.

11. The funds under currency exchange transactions due from the Client shall be transferred by the Client on his/her own. The Client shall ensure that available funds adequate for execution of the request are placed on the account indicated in such request. Money liability of the Client shall be deemed fulfilled when money arrive on the account of the Bank.

Settlement in currency exchange transactions are made by the Parties on value dates and in accordance with the terms specified in requests and payment orders.

12. The terms of currency exchange transactions in the over-the-counter currency market shall be agreed between the Client and the Bank in advance through a

phone call, e-mail or otherwise. The rate of exchange applied to the currency exchange transaction shall be fixed by the Bank and indicated by the Client in his/her requests or payment order. The payment order shall indicate the rate of exchange (or consent to conversion (exchange), purchase, sale at the rate of exchange fixed by the Bank).

In conducting currency exchange transactions in the over-the-counter currency market the Client shall undertake to:

submit his/her request or payment order for currency exchange transaction within the time limit set by the rules of currency exchange transactions;

should the currency exchange transaction be conducted on the grounds of the request, the Client shall transfer foreign currency to be sold or BYN equivalent of foreign currency to be purchased to the Bank, in full and no later than the time limit indicated in the request and fixed in accordance with the rules of currency exchange transactions;

should the currency exchange transaction be conducted on the grounds of the payment order, the Client shall ensure that money required for execution of such payment order is available on the Client's account with the Bank, from which such currency exchange transaction is conducted;

provide the Bank with documents required for the Bank to perform the functions of a foreign exchange control agent in cases stipulated in the legislation.

In conducting currency exchange transactions in the over-the-counter currency market the Bank shall undertake to:

conduct the currency exchange transaction according to the Client's requests or payment orders;

should the currency exchange transaction be conducted on the grounds of the request, the Bank shall settle accounts with the Client within the time limit indicated in such request but not until the funds are transferred to the Bank by the Client in full and within the time limit set by the rules of currency exchange transactions. Foreign currency purchased from the Bank on the grounds of the request shall be placed on the banking account indicated in the Client's request;

should the currency exchange transaction be conducted on the grounds of the payment order, the Bank shall execute such payment order on the day of its submission by the Client subject to availability of funds on the Client's account.

13. The Bank shall be entitled to:

reject execution of the request if the terms specified therein do not comply with the same agreed with the Bank or if any other transaction-related agreements are not implemented;

change the form of requests unilaterally.

14. Should any amount arrive for the Client's benefit in foreign currency other than currency of his/her account, currency exchange transactions may be conducted between the Parties through crediting combined with purchase, conversion (exchange) of such currency arrived for the Client's benefit. Such currency exchange transactions shall be conducted at the rate of exchange fixed by the Bank as of the day of crediting of such funds, without drawing up and submission of the Client's request for sale, conversion (exchange).

Currency into which the amount must be converted (exchanged) shall be specified by the Bank upon agreement with the Client.

Foreign currency crediting combined with purchase may be permitted in the following cases:

refund of foreign currency earlier purchased during transfer combined with purchase, when the Client's BYN account is indicated in the payment document which is a ground for placing on the account. The Bank shall be entitled to place Belarusian rubles (in combination with purchase) either on the account from which transfer combined with purchase has been effected, or on the Client's current (settlement) banking account at the rate of exchange fixed as of the day of placing;

arrival of foreign currency subject to indication of the Client's BYN account in the payment document which is a ground for placing on the account.

ARTICLE 4 RESPONSIBILITIES OF THE PARTIES

15. The Bank shall bear responsibility for:

non-execution, improper execution or late execution of the Client's payment instructions, as required by the legislation, bank account agreement and the Rules;

erroneous write-off (transfer) of funds from the Client's account. Should this be the case, the Bank shall pay to the Client a penalty at the rate 0.05% of the erroneously written off (not transferred) amount. Any funds unreasonably written off, placed on the account not in full, transferred to (placed on the account of) an improper beneficiary shall be reimbursed in full by the Bank to the Client to his/her account within three banking days from discovery of such improper fulfillment of obligations under the bank account agreement by the Bank;

delayed meeting of payment instructions presented for the Client's account. Should this be the case, the Bank shall pay to the Client a penalty at the rate 0.15% of the amount untimely written off per each day of delay.

16. The Bank shall bear no responsibility for authenticity and veracity of documents submitted by the Client for opening an account, as well as for accuracy and credibility of information indicated by the Client when filling in his/her payment instructions.
17. The Bank shall bear no responsibility for shortage of received cash, provided such shortage has been discovered during counting such cash outside the Bank premises and in the absence of representatives of the Bank.
18. The Bank shall bear no responsibility for non-execution or improper execution or delayed execution of received payment instructions of the Client, occurred:

through the fault of the National Bank of the Republic of Belarus (settlement center of the National Bank of the Republic of Belarus), correspondent banks;
owing to indication of erroneous mandatory details of payment instructions by the Client;

owing to loss of payment instructions or corruption of payment messages by telecommunication agencies;

owing to failure or breakdown of hardware systems used by the Bank, which occur not through the fault of the Bank;

in other cases stipulated by the legislation.

19. The Client shall bear responsibility for:

authenticity of documents submitted to the Bank and reliability of information contained therein, which the Bank needs for fulfillment of its supervisory functions provided by the legislation;

nonfulfillment or improper fulfillment of obligations referred to in subparagraph 6.8 paragraph 6 of the Rules in terms of notifying the Bank of erroneously credited funds and submission of the payment order to the Bank for refunding such erroneously credited funds. Should this be the case, the Bank may require the Client to pay the penalty at the rate 0.15% of the amount of such erroneously credited funds per each day of use of such funds.

ARTICLE 5 FORCE MAJEURE

20. The Parties shall be relieved from responsibility for nonfulfillment and improper fulfillment of their respective obligations under the bank account agreement caused by force majeure circumstances, which have occurred after signing such agreement and which the Parties could neither foresee nor prevent by reasonable measures.

Force majeure in the context of the bank account agreement is defined, inter alia, as acts of God, strikes, military actions, issue of legislative acts by government bodies and administration agencies, in particular, proclamation of a state emergency, quarantine, etc., breakdown in banking communications.

Should any of force majeure circumstances directly cause nonfulfillment of obligations in time fixed in the bank account agreement, such time shall be extended for the period during which such force majeure circumstance remain in force.

21. The Party prevented from fulfillment of its obligations under the bank account agreement owing to force majeure circumstances shall, within two banking days from occurrence or cessation thereof, notify the contracting Party of the beginning or cessation of such circumstances by fax, telex, e-mail, letter (registered mail with a return receipt). Control shall be based on the time of receipt of such notice. The Party failing to timely notify of impossibility to fulfill its obligations owing to force majeure circumstances shall bear responsibility according to the Rules until a proper notice is sent.

ARTICLE 6 SETTLEMENT OF DISPUTES

22. All disagreements and disputed arising from the bank account agreement relating to the procedure of the Client's account maintenance shall be settled by the Parties through negotiations; should no agreement be reached, the same shall be settled through written claims.

The Party to which the claim relates shall, within five business days from receipt of such claim, notify the other Party in writing of the outcomes of such claim assessment.

23. In drawing up and signing any claims and responses to the same the Parties shall be governed by the complaints procedure for dispute settlement, established by the legislation.
24. Claims and responses to the same shall be sent by registered mail with a return receipt to mailing addresses of the Parties indicated in the bank account agreement or shall be handed over, upon signature, to the claim or response recipient.

25. Should the claim be denied fully or partially, or should no response to the claim be received within the time limit fixed by the Rules, the dispute shall be subject to judicial review in accordance with the procedure established by the legislation

ARTICLE 7
FINAL PROVISIONS

26. The present Rules shall be binding upon all employees of the Bank.
27. Updating the Rules shall be the responsibility of the Customer Service Department of the Banking Department.

See the Approval Sheet enclosed.

Annex
to the Rules of arranging for
maintenance of natural persons'
and individual entrepreneurs'
accounts

STANDING PAYMENT ORDER No.		Date:		Period of validity:	
Amount and currency (terms of transfer*):					
		Code of currency:		Amount in digits:	
Payer:					
		Account No:			
Sending Bank:					
		Code of the Bank:			
Receipient Bank:					
		Code of the Bank:			
Beneficiary:					
		Account No:			
Details of payment:					
Payer's UNP**:		Beneficiary's UNP**:		Third party UNP**:	
Correspondent of the receiving bank:		Code of the Bank:		Account No:	
Cost of transfer:	Payer	Beneficiary	Payer/Beneficiary	Write off commission from account No:	
Time (frequency) of trasfer:					
Account debit:	Account credit:	Code of currency:	Amount of transfer:	Equivalent in BYN:	

Payer's signatures:

Director _____
(Name and initials, signature)

Chief Accountant _____
(Name and initials, signature)

The Bank's notes on receipt of docments for
execution:

(stamp of the Bank; signature of the Bank employee)

*the terms of payment within the funds available on the Client's account (transfer combined with sale, conversion, purchase; exchange rate of the transaction, other terms) are specified

** UNP: tax payer identification number

I hereby certify the authenticity of the translation with the original document. Translator S.Russanova.