

TERMS AND CONDITIONS

on provision of a Safe Deposit Box for temporary use by JSC Belagroprombank

1. The subject of the Custody document on provision of a Safe Deposit Box for temporary use (hereinafter referred to as “Custody document”):

1.1. JSC Belagroprombank (hereinafter referred to as “the Bank”) shall provide the Safe Deposit Box on a fee-paid basis for safe custody of items (cash assets, securities precious metals, precious and semi-precious stones, documents and other valuables) and ensure protection of the Safe Deposit Box.

As confirmation of provision of the Safe Deposit Box for temporary use, the Customer shall be provided with a Custody document.

2. The Bank shall:

2.1. duly protect the depository;

2.2. provide the Customer with the Safe Deposit Box with Essential Accessories¹ no later than one business following the date of payment by the Customer of the fee for provision of the Safe Deposit Box for temporary use;

2.3. without charge, eliminate any defects of the rented Safe Deposit Box that prevent its proper usage, or replace it with an equivalent Safe Deposit Box in working condition;

2.4. provide the Customer (its proxy) with access to the Safe Deposit Box and the possibility of confidential work with custody items at any time in accordance with the working hours of the depository as established by the Bank;

2.5. provide consulting services to the Customer relating to issues arising out of these Terms and Conditions;

2.6. provide maintenance of the microclimate of the Bank’s depository as established by law, whereunder the air temperature is 18-25°C, and the relative humidity is 45-60%;

2.7. ensure that an additional copy of the key to a Safe Deposit Box is given to the Customer’s proxy upon the Customer’s request;

¹ Essential Accessories – an individual key to the lock of the Safe Deposit Box and the card providing access to the safe deposit box.

2.8. duly execute these Terms and Conditions.

3. The Customer shall:

3.1. deposit into the Safe Deposit Box only valuables that are recognized by law as eligible items for safe custody;

not keep in the Safe Deposit Box explosive material, inflammables, radioactive substances, chemical substances, as well as items and substances that can cause threat to health, human life and environment, cold weapon, narcotics and other substances and items which, during the custody period, produce strong odors, sounds, luminescence and radiation, vibration, temperature changes, release of liquids and gases and other similar phenomena associated with the impossibility of normal use of the Bank's premises;

3.2. on the last day of the Safe Deposit Box usage period set forth in the Custody document, as well as on the day of early termination of the use of the Safe Deposit Box, clear out the Safe Deposit Box and pass it together with the Essential Accessories to the Bank in good condition and proper form;

3.3. pay to the Bank the fee in the amount and in the manner provided for in clause 6 of these Terms and Conditions;

3.4. pay for the extra time of using the Safe Deposit Box in the event of delay in returning the Safe Deposit Box with Essential Accessories to the Bank as per the Fee Guide of JSC Belagroprombank;

3.5. in the event of change of the place of residence (legal address), give a 5(five)-day prior notice to the Bank stating a new address (mailing address) and a telephone number (if available);

3.6. timely notify the Bank about the change of the person(s) entitled to access the Safe Deposit Box;

3.7. ensure that the additional copy of the key to the Safe Deposit Box and the card for the right to access the Safe Deposit Box are returned in case the power of attorney is canceled or upon the expiration of the custody period. Failure to meet this condition shall result in reimbursement of the Bank's expenses related to replacing of the lock to the Safe Deposit Box. The expenses shall be reimbursed to the Bank in cash at the Bank's branch office or through cashless transfer as provided for by law, to the respective accounts specified by the Bank;

3.8. not make an additional copy of the key to the Safe Deposit Box in use;

3.9. in the event the Essential Accessories have been lost by him or by his proxy, immediately inform the Bank thereof, and following a verbal notice give a 3 (three)-day written notice to the Bank on the loss of the key to the Safe Deposit Key to the Safe Deposit Box and/or the Card to access the Safe deposit Box;

3.10. If the key is lost (damaged) and/or if the lock to the Safe Deposit Box is broken (damaged) through the Customer's (proxy's) fault, within 3 business days from the Bank's written notice, reimburse the Bank for the expenses incurred by it in relation to the opening of the Safe Deposit Box, changing of the lock and/or manufacturing of the Key. The expenses related to opening of the Safe Deposit Box, changing of the lock and/or manufacturing of the key shall be reimbursed to the Bank in cash at the Bank's branch office or through cashless transfer as provided for by law, to the respective accounts specified by the Bank. Be present during the time

when the Safe Deposit Box is opened for repair of the lock to the Safe Deposit Box;

3.11. duly fulfill these Terms and Conditions.

4. The Bank has a right:

4.1. to open the Safe Deposit Box by the special committee followed by drawing up of the respective act and stating therein the reason for opening of the Safe Deposit Box, under one of the following circumstances:

when there are sufficient grounds to believe that the Customer has violated subclause 3.1. clause 3 of these Terms and Conditions;

at the written request of authorized bodies made in accordance with the legislation;

at the written request of a notary in order to take measures to protect the inheritance;

in case of failure by the Customer to clear out the Safe Deposit Box upon expiration of the custody period specified in the Custody document or termination of the Custody document within 6 months following the expiration of the Custody document. The Contents of the Safe Deposit Box may be sold by the Bank in the manner prescribed by law. The amount received from the sale of the Contents of the Safe Deposit Box shall be refunded to the Customer less the amount of fee for the safe custody service, forfeit (penalty) and expenses incurred by the Bank upon sale of the Contents of the Safe Deposit Box;

when replacing the lock to the Safe Deposit Box in cases provided for by these Terms and Conditions;

4.2. to decline the Customer's request to extend the custody term set forth in the Custody document, without providing reasons;

4.3. to unilaterally terminate the Custody Agreement in the event of failure by the Customer to perform subclause 3.3. of clause 3 of these Terms and Conditions or to make timely payments of safe custody fees two or more times, after giving a prior notice thereof to the Customer 7 (seven) calendar days before the supposed date of termination of the Custody document;

4.4. in the event of the Customer's refusal to perform his obligations under these Terms and Conditions, not to hand over to the Customer the contents of the Safe Deposit Box until the Customer has fully performed its obligations to pay for the Bank's services and to reimburse custody-related expenses, costs and other losses.

5. The Customer has a right:

5.1. at any time, during the operating hours of the depository, to withdraw the safe custody items from the Safe Deposit Box, provided that the obligations specified in subclause 3.2. of clause 3 of these Terms and Conditions have been fulfilled. In this case, the Customer shall inform the Bank thereof in writing, indicating the date of termination of use;

5.2. during the period of use of the Safe Deposit Box set forth in the Custody document, within the working hours of the depository, to deposit (withdraw) safe deposit items into (from) the Safe Deposit Box, deal with safe custody items;

5.3. to extend the period of provision of the Safe Deposit Box specified in the Custody document by way of fee payment f no later than the last day of the period of provision of the Safe Deposit Box

5.4. to access the Safe Deposit Boxes if accompanied by the authorized depository employee upon presentation of the identity document and the card to access the Safe Deposit Box; a power of attorney shall be presented in case access is requested for a proxy.

The rights specified in part one of this sub-clause are also owned by the representatives of the Customer in accordance with the powers of attorney, issued by the Customer and duly executed, for the right to use the Safe Deposit Box;

5.5. to make a declaration about the need for the Bank to issue (make) an additional copy of the key to the Safe Deposit Box for the proxy with reimbursement of the costs incurred by the Bank;

5.6. The Customer is an individual who has a right, according to the law, to draw up a will for the management of assets held in custody in the Safe Deposit Box;

5.7. to conclude an insurance contract for safe custody items with an insurance company;

5.8. to receive consultations relating to issues arising out of these Terms and Conditions.

6. Payment arrangements:

6.1. The Customer shall pay to the Bank the fee for the provision of the Safe Deposit Box as per the applicable Fee Guide of the Bank, VAT inclusive.

The fee is calculated by multiplying the number of days included in the Custody period specified in the Custody document by the amount of payment for one day;

6.2. Payment shall be made in Belarusian rubles;

6.3. No later than one working day following the signing of the Custody document, the Customer shall make payment for use of the Safe Deposit Box;

6.4. Payment for the entire period of rental of the Safe Deposit Box shall be made provided that the rental period is up to three months inclusive.

In case the custody period exceeds three months, the payment is made at the Customer's discretion:

a) for the entire custody period set forth in the Custody document;

b) or in the following order:

for a minimum period of three months (90 days) of usage of the Safe Deposit Box from the date of the Custody document;

for at least one month (30 days) from the day following the date of expiration of the period for which the payment was made – no later than the date of expiration of the period for which the payment was made;

6.5. Payment shall be made in cash at the Bank's office or through cashless transfer as provided for by the law to the relevant accounts specified by the Bank;

6.6. When paying in cash at the Bank's office, the date on which the payment shall be considered to have been made shall be the date when the cash was deposited at the Bank's cash desk

6.7. In case of cashless payment, the date on which the payment shall be considered to have been made shall be the date on which the funds arrived to the Bank's account;

6.8. The Bank shall be entitled to unilaterally make changes to the safe custody

fee, after giving a prior notice thereof to the Customer at least 5 (five) business days before the effective date of the respective change to the fee, by placing the information at the Bank's official website (www.belapb.by) or at the Bank's information stands. In case the change to the safe custody fee is made by the Bank after the advance payment has been paid by the Customer, the new fees shall be effective from the date following the last day prepaid by the Customer;

6.9. In the event of early termination of the Custody document at the Customer's initiative due to circumstances for which the Bank does not assume any responsibility, the safe custody fee paid in advance shall not be refunded.

7. Responsibility of the parties:

7.1. in the event of the Customer's failure to withdraw the Contents of the Safe Deposit Box before the expiration of the custody period set forth in the Custody document, to pay for the services on the use of the Safe Deposit Box, as well as to make timely payment for custody services, the Customer shall pay to the Bank a 100 % penalty of the amount of the fee for the safe deposit box per each day of delay.

7.2. The Bank shall not hand over the Contents of the Safe Deposit Box to the Customer until the Customer has paid the penalty as provided for by subclause 7.1. of this clause;

7.3. In the event of loss caused to the Bank or to other persons due to violation of clause 3.1 of these Terms and Conditions, the Customer shall fully reimburse the loss incurred;

7.4. In the event of failure to perform or improper performance of the obligations arising out of these Terms and Conditions, the parties shall assume responsibility pursuant to the applicable legislation;

7.5. The Bank shall not be held liable for the safety of the Safe Deposit Box in case the Customer failed to notify it of the loss of the Card to access the Safe Deposit Box or the key (an additional copy of the key, if available) to the Safe Deposit Box, as well as in cases when the Customer violated subclause 3.6. of clause 3 of these Terms and Conditions;

7.6. The Bank shall be liable towards the Customer only for unauthorized access to the Safe Deposit Box by third parties not identified in accordance with clause 8.3 of clause 8 of these Terms and Conditions. In the event of the property damage incurred by the Customer through the Bank's fault as a result of unauthorized access to the Safe Deposit Box, the Bank shall reimburse such damage in Belarusian rubles at the official rate of the Belarusian ruble set by the National Bank of the Republic of Belarus on the date of payment. The amount of the damage is determined in accordance with the applicable legislation of the Republic of Belarus, and the maximum amount reimbursed by the Bank shall not exceed the amount equivalent to one thousand US dollars.

8. The terms and conditions for provision of a Safe Deposit Box for use:

8.1. The Safe Deposit Box shall be opened and closed by the Bank and the Customer only jointly, using two keys, of which one shall be kept by the Bank's authorized person, and the other by the Customer.

8.2. When providing the Safe Deposit Box for temporary use to the Customer, the list of contents enclosed and its monetary value shall not be made. The Bank does

not control placement and withdrawal by the Customer of the Contents of the Safe Deposit Box. The Bank shall only control the Customer's access to the depository where the Safe Deposit Box rented to the Customer is located;

8.3. The Customer's (proxy's) access to the depository where the Safe Deposit Box is located, is possible only if accompanied by an authorized person of the Bank upon presentation of the Customer's identity document, and the card to access the Safe Deposit Box. Each Customer's visit to the depository is recorded in the visit record book.

9. Force majeure circumstances:

9.1. The parties shall not be held liable for failure to perform or improper performance of obligations arising out of these Terms and Conditions if such failure is a result of force majeure circumstances that have arisen after the conclusion of the Custody document due to cases of emergency, namely: flood, fire, earthquake and other acts of God, as well as acts of war or enactment of regulatory legal acts of the Republic of Belarus, which prevent the performance of the obligations undertaken by the parties under these Terms and Conditions;

9.2. The party affected by force majeure circumstances and as a result rendered unable to perform its obligations under these Terms and Conditions, shall give a written notice thereof to the other party no later than 5 (five) days from the date of occurrence of such circumstances followed by confirmation of such circumstances upon request of the other party by an authorized body.

10. Dispute settlement:

In any other matters not provided for in these Terms and Conditions, the Bank and the Customer shall be governed by law. Any dispute between the Bank and the Customer arising from the provision of open safe custody services in accordance with these Terms and Conditions shall be resolved in court in accordance with the law.