

## TERMS AND CONDITIONS

### on acceptance of items for open safe custody by JSC Belagroprombank

1. The subject of the Custody document on acceptance of valuables for open safe custody (hereinafter referred to as “Custody document”):

1.1. JSC Belagroprombank (hereinafter referred to as “the Bank”) shall keep the items deposited by the Customer in safe custody on a fee basis and return them intact to the Customer.

As confirmation of acceptance of items for safe custody, the Customer shall be provided with a Custody document which contains the name of safe custody items and their details (face value, series, number), and a serial number of safe custody items;

1.2. safe custody items are valued as follows:

savings (deposit) certificates – in the amount of deposit, other securities and cash assets – at their nominal value.

banknotes shall be qualified as a legal tender by the National Bank and the Bank in order to be accepted for open safe custody;

documents and cash assets of other countries, with which the Bank's branch does not carry out cash transactions, are accepted for custody at a conditional value 1 document - 1 Belarusian ruble;

precious metals in ingots and certified diamonds sold by the Bank are accepted for custody on the selling day without being handed over to the Customer, and their valuation is carried out at the selling price of measured ingots of a given denomination, or a given certified diamond set by the Bank on the day of acceptance measured ingots or certified diamonds for custody;

acceptance of measured ingots purchased by the Customer in other banks, the Bank's branches and not deposited by the Customer on the day of their sale, shall be carried out only in the Bank's branches that purchase measured ingots from individuals, following an appropriate examination. Measured ingots are accepted for custody at the purchase price of measured ingots of a given denomination set by the Bank on the day of acceptance of measured ingots for custody;

safe custody items not listed in par. 2 – 6 of this subclause are accepted for custody at a conditional value 1 item – 1 Belarusian ruble;

1.3. safe custody items accepted by the Bank for open safe custody are stored with indication of the Customer's name separately from other documents and valuables held in the Bank's depository, without sealing, in the package specified by the Bank;

1.4. upon expiration of the custody period specified in the Custody document for open safe custody of securities sold by the Bank, the custody period shall be automatically extended for one year, unless any party declares its intention to

terminate the Custody document. Further, the storage period can be extended by mutual agreement of the parties, which is formalized by concluding an additional agreement;

1.5. acceptance for custody and return of part of the safe custody items listed in the Custody document shall not be allowed.

2. The Bank shall:

2.1. shall hold in custody safe custody items specified in the Custody document for a determined period of time and return the items deposited in custody at the first request of the Customer upon presentation of the identity document and the Custody document by the Customer;

2.2. ensure the safety of deposited items listed in the Custody document;

2.3. neither use safe custody items delivered by the Customer for open safe custody and listed in the Custody document, nor provide the possibility to third parties to use such safe custody items;

2.4. keep confidential the information subject to banking secrecy and transmit it to other persons as provided by applicable law;

2.5. upon the request for payment of interest earnings and upon presentation by the Customer of an identity document and the Custody document, pay out, in accordance with the applicable procedure, interest earnings on bonds sold by the Bank and held in open safe custody as per Custody document;

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. duly execute these Terms and Conditions;

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

3. The Customer shall:

3.1. notify the Bank about the properties of the items deposited into safe custody;

3.2. pay for the Bank's services as set forth in clause 7 of these Terms and Conditions;

3.3. in case of failure to meet the custody period time limit specified in the Custody document, pay for the additional days of custody as per the Fee Guide of the Bank, VAT inclusive;

3.4. withdraw the items deposited in custody no later than the last day of the custody period specified in the Custody document;

3.5. in the event of change of the place of residence and a telephone number, give a 5-business day notice to the Bank by any means available stating a new address and a telephone number;

3.6. duly execute these Terms and Conditions;

3.7. in the event of an extension of the custody period by way of an Additional Agreement pay for an additional custody period in accordance with the Fee Guide of

the Bank, in the amount of the fee for one Custody document (in case of open safe custody of securities sold by the Bank) or in the amount on the basis of the custody period (in case of open safe custody of other safe custody items);

3.8. in case of necessity to collect interest earnings on bonds held in open safe custody (withdraw the items deposited in custody) on business days later than 15.00, as well as on pre-holiday days, shall give the Bank at least one business day notice thereof.

4. The Customer has a right:

4.1. to withdraw the items deposited in custody no later than the last day of the custody period specified in the Custody document subject to fulfillment of the obligations specified in sub-clause 3.2 of clause 3 of these Terms and Conditions;

4.2. to extend the custody period specified in the Custody document by way of payment for safe custody or by way of an additional agreement no later than the last day of the custody period specified in the Custody document;

4.3. at the request for payment of interest earnings and upon presentation of an identity document and a Custody document, to receive interest earnings on bonds held in open safe custody, subject to prior notification by the Bank by phone on the planned date of receipt of interest earnings;

4.4. 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 at the Bank;

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

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

5. The Bank has a right, upon expiration of the custody period referred to in the Custody document, send to the Customer a written notice of the expiration of the custody period and the necessity for the fulfillment of the Customer's obligation to withdraw items held in custody.

In case of failure by the Customer to fulfill his obligations and collect the deposited items owned by him, the Bank has the right, upon expiration of the custody period specified in the Custody document, to send a written notification to the Customer and, in 6 months after the expiration of the custody period specified in the Custody document, sell the items deposited for safe custody in the manner prescribed by law. The amount received from the sale of safe custody items shall be refunded to the Client less the amount of remuneration for the safe custody service, forfeit (penalty) and expenses incurred by the Bank upon sale of safe custody items.

6. Miscellaneous:

6.1. acceptance for custody and return of part of the safe custody items listed in the Custody document shall not be allowed;

6.2. the Customer's access to the Bank's depository where the items deposited for safe custody are held shall be prohibited.

7. Payment arrangements:

7.1. One-off payment for the service rendered by the Bank shall be made in accordance with the applicable Fee Guide of the Bank, VAT inclusive;

7.2. Upon receipt of the Custody document, the Customer shall make payment for custody of safe custody items for the whole custody period.

The period for which the fee is paid is calculated from the date (inclusive) of delivery of the Custody document to the Customer until the expiry date (inclusive) of the custody period.

Payment for the services rendered by the Bank shall be made in cash at the Bank's office or through cashless transfer as provided for by the law to the account specified by the Bank;

7.3. 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 payment made in advance shall not be refunded.

#### 8. Responsibility of the parties:

8.1. In the event of failure to perform or improper performance of the obligations arising out of the Custody document, the customer and the Bank shall assume responsibility pursuant to the applicable legislation;

8.2. The Bank shall not be liable for the loss, shortage of or damage to items accepted into safe custody in the amount of the actual loss, but not exceeding the amount of loss valued stated in the Custody document;

8.3. in the event of the Customer's failure to perform the obligation under subclause 3.3. clause 3 of these Terms and Conditions, the Customer shall pay to the Bank a 100 % penalty of the amount of the fee per each day of delay. Extension of the custody period set forth in the Custody document for securities sold by the Bank shall be made by way of an additional agreement (no later than the expiry date of the custody period set forth in the Custody document) subject to payment for an extended custody period.

#### 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 immediately as soon as possible from the date of occurrence of such circumstances followed by confirmation of such circumstances upon request of the other party by an authorized body. Late notification of the force majeure circumstances deprives the party of the right to refer to them as an excuse.

#### 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 Client 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.