

# TERMS AND CONDITIONS OF CLOSED SAFE CUSTODY AGREEMENT

## 1. SCOPE OF USE OF THE SAFE DEPOSIT BOX

- 1.1. The Safe Deposit Box<sup>1</sup> is rented to the Customer for custody of the Contents of the Safe Deposit Box<sup>2</sup> under the closed safe custody agreement (hereinafter referred to as the Agreement).
- 1.2. The use of the Safe Deposit Box is forbidden for safe custody of cold weapon and firearms, ammunition supplies, explosive material, inflammables, narcotics, radioactive substances, chemical substances, bacteriological substances, as well as items and substances that can cause material or other damage to the bank and/or third persons and pose, by virtue of their nature, a threat to health, human life and environment.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 2.1. The Bank shall:

- a) provide the Customer with the Safe Deposit Box with Essential Accessories<sup>3</sup> no later than the business day following the day of payment by the Customer of the Safe Deposit Box rent fee from the Bank;
- b) duly protect the automated depository;
- c) free of 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;
- d) provide adequate conditions for proper use of the Safe Deposit Box by the Customer;
- e) ensure confidentiality during the performance of the Agreement;
- f) provide consulting services to the Customer relating to issues arising out of the Agreement;
- g) duly execute the terms and conditions of the Agreement.

### 2.2. The Bank is entitled:

- a) to unilaterally terminate the Agreement in the event of failure by the Customer to perform subclause “a” of clause 2.3 of these Terms and

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<sup>1</sup> Safe Deposit Box – an individual safe deposit box provided by the Bank to the Customer for fee-based usage for custody of valuables under the Closed Safe Custody Agreement.

<sup>2</sup> The Contents of the Safe Deposit Box – cash, securities, precious metals, precious and semiprecious stones, other valuables as well as documents.

<sup>3</sup> Essential Accessories – an individual key to the lock of the Safe Deposit Box and the card providing access to the individual safe deposit box.

Conditions or to make timely payments of safe custody fees two or more times, after giving a prior notice thereof to the Customer 7 days before the expected date of termination of the Agreement;

b) when there are sufficient grounds to believe that the Customer has violated clause 1.2 of these Terms and Conditions, as well as in other cases as provided for by the legislation of the Republic of Belarus, to open the Safe Deposit Box by the special committee followed by drawing up of the respective act;

c) to decline the Customer's request to extend the custody period set forth in the Agreement, without providing a reason therefor;

d) in the event of the Customer's refusal to perform his obligations under the Agreement, not to hand over the Contents of the Safe Deposit Box to the Customer until the Customer has fully performed his obligations to pay for the Bank's services and reimburse custody-related expenses, costs and other losses.

2.3. The Customer shall:

a) pay for the Bank's services and accept the Safe Deposit Box with Essential Accessories for use under the terms and conditions set forth in these Terms and Conditions;

b) clear out the Safe Deposit Box and pass it together with Essential Accessories to the Bank in good working condition before the date specified in Clause 1.2 of the Agreement;

c) 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;

d) in the event the Essential Accessories have been lost, immediately inform the Bank thereof, and following a verbal notice give a 3-day written notice to the Bank on the loss of the key to Safe Deposit Key and/or the Card to access the Safe Deposit Box;

e) If the key is lost (damaged) and/or if the lock to the Safe Deposit Box is broken (damaged) through the Customer's fault, within 3 (three) 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. Be present during the time when the Safe Deposit Box is opened for repair of the lock to the Safe Deposit Box;

f) give a timely notice to the Bank in the event of change of the person(s) with an authorized access to the Safe Deposit Box;

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

h) not duplicate the Key to the Safe Deposit Key in use;

i) duly execute other terms and conditions of the Agreement.

- 2.4. The Customer is entitled:
- a) to bring the Agreement to early termination;
  - b) to use the Safe Deposit Box personally or through its representative(s);
  - c) to receive consultations relating to issues arising out of the Agreement.

### 3. TERMS AND CONDITIONS OF RENTING OF A SAFE DEPOSIT BOX

3.1. 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.

3.2. 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.

3.3. The Customer's access to the depository where the individual safe deposit boxes are 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 individual safe deposit box. Each Customer's visit to the depository is recorded in the visit record book.

### 4. PAYMENT ARRANGEMENTS

4.1. The Bank shall charge a fee for renting of the Safe Deposit Box as per the Fee Guide of JSC Belagroprombank, VAT inclusive.

The fee shall be calculated by multiplying the number of days included into the custody period specified in Clause 1.2 of the Agreement by the fee charged per one day.

4.2. Fee payment shall be made by the Customer in Belarusian rubles.

4.3. No later than one business day following the date of the Agreement, the Customer shall make payment of the Safe Deposit Box rental fee.

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

Upon the conclusion of the Agreement with the rental period for longer than three months in accordance with Clause 1.2 of the Agreement, the payment is made at the Customer's discretion:

a) as one-off payment for the entire rental period in accordance with Clause 1.2 of the Agreement;

b) or in the following order:

as one-off payment for the first three months (90 days) of usage of the Safe Deposit Box from the date of the Agreement;

no less than for each subsequent month (30 days) of renting the Safe Deposit Box from the day following the last date of the term for which the payment was made— no later than the last date of the term for which the payment was made.

4.5. The payment shall be made in cash at the Bank's branch office or through cashless transfer as provided for by the legislation of the Republic of Belarus, to the corresponding accounts specified by the Bank.

4.6. When paying in cash, 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.

4.7. 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.

4.8. The Bank shall be entitled to unilaterally make changes to the rental fee under the Agreement, after giving a prior notice thereof to the Customer at least 5 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](http://www.belapb.by)) or at the Bank's information stands. In case the change to the rental 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 of the rent period of the Safe Deposit Box prepaid by the Customer.

4.9. In the event of early termination of the Agreement at the Customer's initiative due to circumstances for which the Bank does not assume any responsibility, the payment made in advance for the safe custody services shall not be refunded to the Customer.

## 5. RESPONSIBILITY OF THE PARTIES

5.1. In the event of failure to perform or improper performance of the obligations arising out of the Agreement, the parties shall assume responsibility pursuant to the applicable legislation of the Republic of Belarus.

5.2. The Bank shall not assume any responsibility for the safety of the Contents of the Safe Deposit Box in the event the Customer failed to inform the Bank on the loss of the card providing a right to access to the individual Safe Deposit Box or the Safe Deposit Key, and in the event of the breach by the Customer of subclause "e)" of clause 2.3 of these Terms and Conditions;

5.3. The parties shall not be held liable for failure to perform or improper performance of obligations arising out of the Agreement if such failure is a result of force majeure circumstances that have arisen after the conclusion of the Agreement 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 the Agreement.

5.4. The party affected by force majeure circumstances and as a result rendered unable to perform its obligations under the Agreement, shall give a written notice thereof to the other party no later than 5 business 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.

5.5. In the event of loss caused to the Bank or to property of other Customers due to violation of clause 1.2 of these Terms and Conditions, the Customer shall fully reimburse the loss incurred.

5.6. 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 3.3 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 in the amount equivalent to no more than one thousand US dollars 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.