

TERMS AND CONDITIONS OF THE AGREEMENT FOR OPEN SAFE CUSTODY OF SECURITIES

1. RIGHTS AND LIABILITIES OF THE PARTIES

1.1. The Bank shall:

- a) duly ensure the safety of items accepted for custody;
- b) ensure confidentiality during the performance of the Agreement for open safe custody of securities (hereinafter referred to as the Agreement);
- c) return the items deposited in custody, upon expiry of the period specified in clause 1.2 of the Agreement or at the Customer's request;
- d) at the request of the Customer and upon presentation by the Customer of an identity document and a receipt of the form 0402370003, to pay out, in accordance with the applicable procedure, interest earnings on bonds held in custody as per inventory;
- e) provide consulting services to the Customer relating to issues arising out of the Agreement;
- f) properly fulfill the terms and conditions of the Agreement.

1.2. The Bank has a right, upon expiration of the custody period referred to in clause 1.2 of the Agreement, 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.

1.3. The Customer shall:

- a) pay for the Bank's services under the terms and conditions set forth in these Terms and Conditions;
- b) withdraw the items deposited in custody no later than the last day of the custody period specified in clause 1.2 of the Agreement;
- c) in the event of change of the place of residence, give a 5 business days notice to the Bank stating a new address and a telephone number (if available);
- d) properly fulfill the terms and conditions of the Agreement;
- e) in the event of an extension of the custody period by way of an Additional Agreement in accordance with clause 2.2 of the Agreement, pay for an additional custody period in accordance with the Fee Guide of the Bank, in the amount of the fee for one Agreement;
- f) in case of necessity to collect interest earnings (withdraw the items 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.

1.4. The Customer is entitled:

- a) to bring the Agreement to early termination at any time;
- b) without termination of the Agreement, upon the request and presentation of an identity document and a receipt of the form 0402370003,

receive interest earnings on bonds held in custody, under the Agreement (subject to prior notification by the Bank by phone on the planned date of receipt of interest earnings);

c) to receive consultations relating to issues arising out of the Agreement.

2. PAYMENT ARRANGEMENTS

2.1. 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.

2.2. Payment 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.

2.3. 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 shall not be refunded.

3. RESPONSIBILITY OF THE PARTIES

3.1. 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.

The Bank shall not be liable towards the Customer for the safety of items accepted into safe custody in the amount of the actual damage, but not exceeding the amount of damages valued.

3.2. 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 parties from performance of their obligations under the Agreement.

3.3. 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 by an authorized body upon request of the other party.