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Правления
ОАО «Белагропромбанк»
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# PUBLIC OFFER OF JSC "BELAGROPROMBANK" FOR CONCLUSION OF AN AGREEMENT FOR A CURRENT (SETTLEMENT) BANK ACCOUNT, ACCESS TO WHICH IS PROVIDED THROUGH THE USE OF A BANK PAYMENT CARD

This offer, posted on the official website of the Open Joint Stock Company "Belagroprombank" (hereinafter referred to as the Bank) on the global computer network Internet at the address: www.belapb.by, is a public offer, that is, the Bank's offer to conclude an agreement on a current (settlement) bank account, access to which is provided through the use of a bank payment card (hereinafter referred to as the Agreement), with an individual, hereinafter referred to as the "Client", who will respond to this offer (accepts the public offer) in the manner established by this offer.

The terms of this public offer, as well as the Rules for the use of bank payment cards, which are the Appendix to the Rules for performing transactions with bank payment cards at JSC Belagroprombank, an application form for opening an account and issuing a bank payment card (hereinafter referred to as the application form), duly completed and signed (confirmed) by the Client, collectively constitute an Agreement concluded between the Client and the Bank (hereinafter referred to as the Parties). All components of the Agreement are published (posted) on the Bank's official website on the global Internet computer network at the address: www.belapb.by.

The Bank considers itself to have entered into an Agreement on the terms specified in this public offer with the Client, who will accept the terms of this public offer (acceptance of the public offer) in the manner, within the terms and on the conditions stipulated by this public offer.

The period for acceptance of this public offer is the period from the date of publication of this public offer on the official website of the Bank on the global computer network Internet at the address: www. belapb.by until the Bank makes a decision to withdraw this public offer.

Acceptance of this public offer is the completion by the Client, who has passed identification or authentication, within the period for acceptance of one of the following actions, meaning the Client's full and unconditional acceptance of all the terms of the Agreement without any exceptions or restrictions on the terms of accession:

providing the Bank with an application form duly completed and signed by the Client's handwritten signature, drawn up in the form established by the Bank;

provision to the Bank of a duly completed application form for opening an

account and issuing a bank payment card in electronic form, generated, signed (confirmed) and transmitted through the use of the Internet banking system. Signing (confirmation) by the Client of the application form for opening an account and issuing a bank payment card is carried out by entering a session key after confirming his identification data in the Internet banking system, familiarizing himself with the terms of this public offer and the Agreement, when performing the action "Opening" a new account with the issuance of a card";

provision to the Bank of a duly completed application form for opening an account and issuing a bank payment card in electronic form, generated, signed (confirmed) and transmitted through the use of the Mobile Internet Banking system. Signing (confirmation) by the Client of the application form for opening an account and issuing a bank payment card is carried out by entering a session key after confirming his identification data in the Mobile Internet Banking system, familiarizing himself with the terms of this public offer and the Agreement, when performing the action "Opening a new account with the issuance of a card."

The agreement can be concluded by an identified representative of the Client, authorized in the manner prescribed by law, by providing the Bank with a duly completed and hand signed application form for opening an account and issuing a bank payment card, drawn up in the form established by the Bank.

The Bank provides, upon the written request of the Client, within 10 (ten) business days, a document confirming the fact of concluding this Agreement through RBSS, containing information about its essential terms, as well as other information relating to the Agreement.

The document confirming the fact of concluding this Agreement through RBSS is the form of external representation of this Agreement: the Agreement concluded through RBSS reproduced on paper (i.e., a copy of the document in electronic form), certified by the signature of an authorized employee of the Bank in the manner established by law and local legal acts of the Bank.

The date of provision to the Client of a document confirming the conclusion of this Agreement through RBSS, the Parties recognize the date of registration of the specified document by the Bank.

The agreement can be concluded by an identified representative of the Client, authorized in the manner prescribed by law, by providing the Bank with a duly completed and hand-signed application for opening an account and an application form for issuing a card, drawn up in the form established by the Bank.

The Agreement is recognized as concluded and comes into force at the moment the Bank receives the Client's acceptance of this public offer. The Bank does not notify the Client about receipt of information about the Client's acceptance of this public offer and the time when the Agreement is recognized as concluded.

This public offer may be revoked by the Bank at any time, including within the period established for acceptance of this public offer, by publishing a notice of revocation of this public offer on the Bank's official website on the global computer network Internet at the address: www.belapb.by.

1. In accordance with this Agreement, the Bank, on the basis of the Client's application form for issuing a card, undertakes to open a current (settlement) bank account for the Client, access to which is provided through the use of a bank payment card (hereinafter referred to as the card) and (or) other payment instruments (hereinafter referred to as the account ) to store the Client's funds and (or) credit the account with funds received in favor of the Client, issue the Client a payment instrument that provides access to the account and carry out its servicing, carry out the Client's instructions for the transfer and withdrawal of relevant funds from the account in accordance with the current legislation and this Agreement, and the Client pays the Bank a fee (remuneration) for the services provided to him.

In accordance with the Agreement, the Bank issues a card to the Client after payment of the fee established by the Bank, payment of the minimum balance (if it is established), unless otherwise provided by the agreement on non-cash transfers of funds to the accounts of individuals between the Bank and the enterprise (organization) of which the Client is an employee, or other documents.

In accordance with the LLA, a minimum amount of funds (minimum balance) may be established on the account, which cannot be spent (used) by the Client (additional card holder) during the entire term of the Agreement.

The size of the minimum balance on the account of a non-resident Client is, depending on the currency:

by Visa Classic, Mastercard Standard cards- 15.00 Belarusian rubles, 50 US dollars, 50 euros, 1500 Russian rubles, 350 Chinese yuan;

by Visa Gold, Mastercard Gold cards, PayRing payment ring - 30.00 Belarusian rubles, 100 US dollars, 100 euros, 3000 Russian rubles, 700 Chinese yuan.

by Visa Platinum cards - 250.00 Belarusian rubles, 300 US dollars, 300 euros, 9000 Russian rubles:

by Visa Infinite cards - 250.00 Belarusian rubles, 300 US dollars, 300 euros, 9000 Russian rubles:

by Mastercard World Black Edition cards - 250.00 Belarusian rubles, 300 US dollars, 300 euros, 2000 Chinese yuan .

Under this Agreement, the Client may be issued a card, including a virtual card, of the BELKART payment system and (or) the international payment system (hereinafter referred to as IPS) VISA and (or) Mastercard, which provides access to the account. Each card can be issued to the Client on the basis of a separate application form in compliance with the terms of this Agreement. The use of the card is regulated by legislation, rules of payment systems, this Agreement, including the Rules for the use of bank payment cards, which are an integral part of this Agreement, published (posted) on the official website of the Bank on the global computer network Internet at the address: www.belapb.by, as well as local legal acts of the Bank (hereinafter referred to as LLA).

2. An account is opened in one of the following currencies, determined by the Client independently in the application form for issuing a card: Belarusian rubles, US dollars, euros, Russian rubles, Chinese yuan.

3. The Bank notifies the Client about the opening of an account and its details by providing a copy of the Client's application form for card issue.

# **GENERAL PROVISIONS**

4. In relation to this Agreement and the Rules for the Use of Bank Payment Cards (hereinafter referred to as the Rules), in general, the following terms and their definitions have the following meanings:

authorization – granting the cardholder the right to use it, including carrying out payment transactions using it, as well as the process of verifying (confirming) such rights when attempting to use the card, including carrying out payment transactions using it. Verification (confirmation) of the granted rights when attempting to use the card, including carrying out payment transactions using it, is not carried out in cases provided for by the rules of the payment system;

authentication – screening procedure provided by the card holder and (or) the holder of the payment instrument providing the issue and use of the card with previously recorded authentication data in order to confirm the card holder and (or) the holder of the payment instrument providing the issue and use of the card or use of the card, as a user of a payment service previously identified by the payment service provider, or the correct use of the card and (or) payment instrument ensuring the issue and use of the card or the use of the card. The procedure for authentication and the level of authentication are determined by the rules of the payment system, payment service provider, or other authorized person, taking into account the requirements of the law;

BELKART Pay is an application installed on the mobile device of the client, the holder of an additional card, which is an interface that allows you to pay for goods, work and services on terminal equipment in trade (service) organizations using NFC technology;

contactless card — a card operating on the basis of radio frequency identification technology, which allows you to carry out transactions without mechanical contact with a payment terminal or other software and hardware complex designed for carrying out transactions using cards;

card blocking - a set of measures carried out by the Bank on the Bank's own initiative or on the initiative of the card holder in order to prohibit the use of the card;

virtual card – a card that is issued without using a card blank;

remuneration - a fee (remuneration) charged by the Bank for card and (or) account transactions from the Client in accordance with the Fee (remuneration) Guide for operations carried out by the Bank;

debit card - a card with the use of which a payment transaction to initiate a payment, a cash withdrawal transaction is carried out within the limits of the available cash balance on the Client's account and (or) the overdraft limit;

additional card holder - an individual who is authorized by the Client, by issuing a power of attorney, executed and certified in accordance with the requirements of the law, to manage the funds in his account by issuing to such person an additional card issued in his name;

use of a card - the implementation by the cardholder using the card or its details, including through the use of payment instruments that ensure the issue and use of the card or the use of the card, as well as the use of payment services, actions (set of actions), as a result of which payment transactions are carried out and (or) operations of issuing cash to the card holder and (or) depositing cash by the card holder and (or) information payment and other services are provided to the card holder:

information kiosk - a software and hardware complex with which the card holder interacts in self-service mode, ensuring the implementation of operations established by the bank using cards, with the exception of cash withdrawal to the card holder, and the registration of these operations with the subsequent generation of a card receipt, as well as the provision of information payment services;

card compromise - the presence (suspicion of the presence) of any person who is not the cardholder of a valid cardholder card, information about the details of a valid card and (or) other information that allows the illegal use by a person who is not a cardholder of a valid cardholder card in the event of loss, theft, misappropriation, unauthorized use of the card in the cases specified in the Agreement.

unsettled balance of the client's debt - an amount of funds that exceeds the balance of funds on the Client's account and (or) the overdraft limit, or the maximum amount (limit) of the loan (except for an overdraft loan) and (or) the maximum amount of one-time debt on it, and reflecting the client's debt before the issuing bank, arising as a result of the use of the card by its holder to initiate payments by the card holder, receive cash by the card holder, when carrying out foreign exchange transactions by the card holder;

payment system operator – payment service provider for organizing the payment system, establishing the rules of the payment system;

PIN code is a personal identification number used by the bank during authentication, which is sent to the phone number specified in the application form via SMS message using e - PIN technology. In some cases, the PIN code may be issued to the card holder on paper in a PIN envelope;

payment system - a set of payment system participants, payment system operator, payment instruments and (or) means of payment, payment system rules, software, hardware and telecommunications tools that ensure the transfer of funds (electronic money);

payment instrument - a means on an electronic, paper or other type of information media that allows the user of payment services to create and transmit payment instructions using software and (or) software and hardware, on the basis of or using which a payment is initiated;

payment service – a payment service provided to the cardholder by the Bank, within which it is possible to initiate a payment using technologies built into mobile devices and provided by the companies that develop such mobile devices, taking into account the features specified in the Agreement;

Division - Banking Service Centers, Additional Offices and Central Client Office of the Bank;

card details - number, card expiration date and other information in accordance with the rules of the payment system (issuing bank);

Fee Guide – Fee (remunerations) Guide for operations carried out by the Bank, approved by the authorized body of the Bank, and posted in the Divisions and on the official website of the Bank on the global computer network Internet at the address: www.belapb.by;

Mobile payment service - a service implemented by companies (including, but not limited to Samsung, Apple, Garmin, etc.) and the Bank based on the MDES, VTS and BPC (BELKART Pay) platforms, allowing customers, holders of additional cards, to make payments using a tokenized card, which is a digital analogue of a card, via a mobile phone or wearable device;

RBSS - remote banking service system - a set of technologies, software and hardware and telecommunication systems for transmitting electronic documents and electronic messages during the interaction between the bank and the client (Internet banking, Mobile Internet banking systems, etc.);

means of payment – cash and non-cash funds, electronic money.

Other terms used in this Agreement are used in the meanings defined by legislative acts.

- 5. The following account transactions can be performed using the card:
- 5.1. BELKARD, VISA and Mastercard (except for virtual cards, cards in form factor formats), issued for accounts in Belarusian rubles, US dollars, euros and Russian rubles:

receiving cash in Belarusian rubles from ATMs and cash dispensing points (hereinafter referred to as cash points) of banks (organizations) - participants of the BELKART, VISA and Mastercard payment systems within the territory of the Republic of Belarus;

receiving cash in foreign currency at ATMs and cash registers of banks (organizations) - participants of the VISA and Mastercard payment systems within the territory of the Republic of Belarus and abroad (unless otherwise provided by dedicated LLAs). Information on the availability of ATMs and other devices in a particular country (locality) can be found using the Internet sites IPS www.mastercard.com and www.visa.com. The Bank is not responsible for the information posted on the above sites;

receiving cash foreign currency from ATMs and the Bank's cash register (unless otherwise provided by dedicated LLA);

non-cash payments in Belarusian rubles for payment transactions for goods, works and services in trade (service) organizations (hereinafter referred to as TSO) or in favor of service providers at ATMs, information kiosks, self-service payment terminals within the territory of the Republic of Belarus;

non-cash payments in foreign currency for payment transactions for goods, works and services in TSO within the territory of the Republic of Belarus and abroad (in the service network of Mir payment system and its PSD for BELKART cards) (unless otherwise provided by dedicated LLA);

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services on the Internet;

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services in favor of Service Providers using RBSS;

other operations in accordance with the law;

#### 5.2. a virtual card:

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services on the Internet;

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services in favor of Service Providers using RBSS;

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services in TSO using the Mobile Payment Service;

other operations in accordance with the law;

# 5.3. a card in the format of form factors:

non-cash payments in Belarusian rubles for contactless transactions for payment of goods, works and services in TSO;

non-cash payments in foreign currency for contactless transactions for payment for goods, works and services in TSO within the territory of the Republic of Belarus and abroad (unless otherwise provided by dedicated LLA);

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services on the Internet;

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services in favor of Service Providers using RBSS;

receiving cash in Belarusian rubles and foreign currency using contactless technology in the Bank's cash dispensing points (organizations) - participants in payment systems within the territory of the Republic of Belarus and abroad;

other operations in accordance with the law.

5.4. BELKARD, VISA and Mastercard (except for virtual card), issued for accounts in currencies other than Belarusian rubles, US dollars, euros and Russian rubles:

receiving cash in Belarusian rubles from ATMs and cash dispensing points (hereinafter referred to as cash points) of banks (organizations) - participants of the BELKART, VISA and Mastercard payment systems within the territory of the Republic of Belarus;

receiving cash foreign currency (US dollars, euros, Russian rubles) from ATMs and cash registers of banks (organizations) - participants of the VISA and Mastercard payment systems in the territory of the Republic of Belarus;

receiving cash in foreign currency at ATMs and cash points of banks (organizations) - participants in the VISA and Mastercard payment systems outside the Republic of Belarus (unless otherwise provided by dedicated LLA). Information on the availability of ATMs and other devices in a particular country (locality) can be found using the Internet sites of the IPS www.mastercard.com and www.visa.com. The Bank is not responsible for the information posted on the above

sites:

receiving cash in foreign currency (US dollars, euros, Russian rubles) at ATMs and the Bank's cash points (unless otherwise provided by dedicated LLA);

non-cash payments in Belarusian rubles for payment transactions for goods, works and services in TSO or in favor of Service Providers at ATMs, information kiosks, self-service payment terminals within the territory of the Republic of Belarus:

non-cash payments in foreign currency for payment transactions for goods, works and services in TSO within the territory of the Republic of Belarus and abroad (in the service network of the Mir payment system and its PSD for BELKART cards) (unless otherwise provided by dedicated LLA);

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services on the Internet;

non-cash payments in Belarusian rubles and in foreign currency for transactions of payment for goods, works and services in favor of Service Providers using RBSS;

other operations in accordance with the law.

- 6. The Bank may provide an overdraft on the account within the limit established by the relevant additional agreement to this Agreement containing the terms of the overdraft loan. The decision to provide an overdraft loan is made by the Bank in the manner prescribed by the relevant LLA.
- 7. Funds can be deposited into the account both in cash and in non-cash form, the amount of receipts is not limited. Funds can be spent from an account in Belarusian rubles, US dollars, euros and Russian rubles both in cash and in non-cash form within the limits of the balance of funds in the account. From an account in Chinese yuan, funds can be spent in cash only in a currency other than the account currency, in non-cash form, regardless of the account currency, within the limits of the balance of funds in the account, unless otherwise provided by an additional agreement to the Agreement containing the conditions overdraft lending.

If the amount of cash required for withdrawal on the day of the Client's application is not available in the Division, then the withdrawal is made on the basis of the Client's written application for cash payment no later than 5 (five) calendar days after the day of presentation of the specified application.

8. It is allowed to carry out currency exchange transactions on the account between the Bank and the Client, including those arising from the use of the card, when transactions are carried out in a currency other than the account currency. Carrying out currency exchange transactions on the account is made in the manner established by the LLA. The Bank has the right, without prior notice to the Client, to unilaterally suspend currency exchange transactions, as well as set limits on currency exchange transactions.

Currency exchange transactions carried out using the card or its details are made at the following rates:

using cards of the BELKART payment system - at the exchange rates established by the Bank for transactions using cards at the time of the transaction, taking into account the cross rate of the Mir payment system in the event that the

account currency does not match the currency of the transaction;

using IPS VISA and (or) Mastercard cards - at the exchange rates established by the Bank for transactions using cards at the time of the transaction, taking into account the cross rates of IPS VISA and (or) Mastercard in case the account currency does not match the currency of the transaction.

The IPS exchange rate valid at the time of the transaction may not coincide with the IPS exchange rate valid at the time of the processing by IPS the settlement information about the transaction. The resulting exchange rate difference is debited from the account (otherwise reimbursed by the Client).

When debiting funds from an account or crediting funds received to an account (including those received via bank transfer) in a currency other than the account currency, the Bank carries out currency exchange transactions at the rates established for transactions using cards at the time of the transactions.

- 9. The card is issued (replaced) by the Bank within the time frame and in the manner established by this Agreement, in the manner specified by the Client in the application form for card issue.
- 10. The method of obtaining the card is determined by the Client in the application form for the issue (re-issue) of the card, drawn up on paper.

The card can be delivered to the Client by the Republican Unitary Postal Enterprise "Belpochta" (hereinafter referred to as RUE "Belpochta") when choosing the delivery service of RUE "Belpochta", or delivered by courier when choosing the delivery service by courier service.

11. The card is the property of the Bank (except for the PayRing payment ring) and upon expiration of its validity period must be returned to the Bank (except for the virtual card and PayRing payment ring). The PayRing payment ring is the property of the Client and is transferred to the Client from the moment he puts his handwritten signature in the application form under the mark on the issuance of the PayRing payment ring and after payment of the fee in accordance with the Fee Guide. The bank has the right to block the card, funds in the account, refuse to issue the card, renew its validity, replace the card in cases provided for by the LLA, the Rules, as well as in order to prevent unauthorized transactions or if there is information about the participation of the client, the holder of an additional card in fraudulent actions, or in other cases provided for by law.

# PROCEDURE FOR INTEREST CALCULATION ON AN ACCOUNT

- 12. The Bank monthly accrues and pays interest to the Client for the use of funds on the account in accordance with the Agreement, unless otherwise specified by law.
- 13. Interest accrued on the balance of funds on the Client's account is calculated based on the interest rate established by the LLA, which as of the date of posting this public offer on the Bank's official website on the Internet at www.belapb.by is 0.1% per annum.

Interest is credited to the account on the last working day of the current month, in case of termination of the Agreement - on the day the account is closed.

When calculating interest, the number of days in a year is taken to be 365 (366), the number of days in a month is taken to be the actual number. Interest is accrued on the balance of funds on the account at the end of the day for each calendar day of the year, and balances for non-working days are taken in the same amount as for the previous working day. The calculation period for calculating interest is set from the last working day of the month preceding the current month to the penultimate working day of the current month, including the following non-working days. In this case, in the last month of each calendar year, the calculation period for calculating interest is the period from the last working day of the month preceding the current month to December 31 of the current year. In the first month of each calendar year, the calculation period for calculating interest is the period from January 1 to the penultimate working day of the current month, including the following non-working days.

# **OBLIGATIONS OF THE PARTIES**

#### 14. The client undertakes:

- 14.1. to indicate reliable information when filling out the application form for issuing a card and inform the Bank about all changes in the specified information no later than 30 (thirty) calendar days after the specified changes occur (circumstances arise), or from the date of receipt of the relevant documents;
- 14.2. to receive a card (card details) at a Bank Division, with the exception of a card sent by post or delivered by courier, within 60 calendar days from the date of receipt of the notification about the readiness of the card (Push/SMS/Viber message) sent by the Bank to the phone number specified by the Client in application form for card issue (the date of receipt by the Client of the notification is recognized by the Parties as the date the Bank sent an Push/SMS/Viber message). In case of failure to fulfill this obligation, the card is subject to destruction. The re-issue of a card to replace the one destroyed by the Bank is carried out according to a newly completed application form for the issue of a Client card with payment of a fee in accordance with the Fee Guide.

If a card, the delivery method of which is mailing, is not delivered to the address specified by the Client, the card is re-issued after the Client contacts the Contact Center or personally contacts the Division. Re-issue of the card in case the Client has indicated an erroneous (non-existent) address is carried out with the payment of a fee in accordance with the Fee Guide;

- 14.3. upon receipt of a card, including one sent by post or delivered by courier, to put the signature in the appropriate field on the back of the card (if available), and also deposit the minimum balance into the account in the amount established by the Bank. When receiving an additional card in the name of another individual, ensure that the holder of the additional card signs on its reverse side (if there is an appropriate field);
- 14.4. in case of refusal to reissue the card due to the expiration of its validity period, to contact the Bank with a corresponding application in writing at least two months before the expiration of the card;

14.5. to control the spending of funds from the account in order to prevent the occurrence of an unsettled debt balance.

In the event of an unsettled balance of debt on the account, the Bank notifies the Client of the need to repay (return) the amount of the unsettled balance of debt using electronic communication channels (Push/SMS/Viber messages to the phone number specified by the Client in the application form for card issue) or on paper by post, indicating in the notification the expiration date for repayment (return) of the amount of the client's outstanding debt balance.

The repayment (return) period of the amount of the unsettled debt balance by the Client is 14 business days from the date of its formation (recognition in the Bank's accounting records).

The Client undertakes to repay (return) the amount of the unsettled balance of debt during the above mentioned repayment (return) period in the manner specified in this Agreement.

In case of untimely repayment (return) of the amount of the unsettled balance of the debt, the Client pays the Bank interest for the use of the amount of the unsettled balance of the debt.

The amount of interest for the use of the amount of the unsettled balance of debt in Belarusian rubles (arising on an account in Belarusian rubles) is determined as the size of the refinancing rate of the National Bank of the Republic of Belarus on the day of repayment (return) by the Client of the amount of the unsettled balance of debt or its corresponding part.

The amount of interest for the use of the amount of the unsettled balance of debt in a currency other than the Belarusian ruble (arising on an account in foreign currency) is determined as the size of the refinancing rate of the National Bank of the Republic of Belarus on the day of repayment (return) by the Client of the amount of the unsettled balance of debt or its corresponding part.

Interest on the amount of the Client's unsettled debt balance is accrued from the day following the day of expiration of the repayment (return) of the unsettled debt balance until the day of full repayment (return) of the amount of the unsettled debt balance.

Repayment (return) of the amount of the unsettled balance of debt and payment of interest for the use of the amount of the unsettled balance of debt by the Client can be made in accordance with current legislation, as follows:

by non-cash transfer of funds;

by depositing cash into an account in the Division;

in the Bank's self-service devices;

in the Bank's Internet banking system;

in the Bank's Mobile Internet Banking system;

- 14.6. to replenish the account to the minimum balance amount by crediting funds to the account within 30 (thirty) business days from the date of reduction of the minimum balance amount;
- 14.7. regularly, at least once a month, to check the account statement in any available way to ensure that transactions are reflected correctly. If discrepancies are identified between the transactions reflected in the statement and those actually

completed within 10 (ten) calendar days from the date of receipt of the statement, inform the Bank in writing about the identified discrepancies.

Failure to receive by the Bank written claims on the statements provided within 10 (ten) calendar days from the date of receipt of the statement is considered confirmation of the correctness of the information indicated therein;

- 14.8. to block immediately the card if it is compromised and notify the Bank about this in writing within three days to place the card on a hard stop list;
- 14.9. not to transfer the card (its details) for use to third parties, including data from payment services that allow access to the card (its details) or account, and upon expiration of the card or upon termination of the Agreement, return it to the Bank (non-refundable to the Bank a virtual card and a PayRing payment ring, as well as cards if the Client fills out an application to close an account through RBSS);
- 14.10.independently to regulate the relations and settlement procedures with tax authorities;
- 14.11. to reimburse the Bank for expenses actually incurred by the Bank related to the use of the card in accordance with the rules of payment systems;
- 14.12. to pay the Bank a fee (remuneration) for the services provided under this Agreement, including subscription fee, in accordance with the Fee Guide, unless another amount is determined by agreement of the Parties.

The fee (remuneration) for the services provided under the Agreement, including the subscription fee (fee (remuneration) for the Bank's account servicing) is collected by the Bank on a monthly basis from the Client's funds, in the current month when funds are received into the account.

The billing period for charging the subscription fee is the period from the first to the last calendar day of the month, starting from the month following the month the card was received.

If funds do not arrive to the Client's account during the current month and if there are funds in the Client's account, the subscription fee and remuneration for the provision of services are written off from the balance of funds in the Client's account.

The subscription fee and remuneration for the provision of services must be paid by the Client no later than the last banking day of the current month;

- 14.13. when issuing a card with an individual design, in the event of claims made by third parties or payment systems in connection with violation of copyright or other rights, reimburse the Bank for losses and other expenses associated with the settlement of these claims and legal actions.
  - 15. The Bank undertakes:
- 15.1. to open an account to the Client no later than the business day following the day of conclusion of this Agreement;
- 15.2. to carry out transactions on the account in the manner and within the time limits provided for by law and this Agreement;
- 15.3. to pay the Client interest for the use of funds on the account in the amount and manner specified in this Agreement;
- 15.4. to produce a card in accordance with the Client's application form no later than 10 (ten) business days from the date of its acceptance from the Client and payment of the fee (remuneration) for issuing the card established by the Bank,

depositing the minimum balance (if it is established on the account), unless otherwise provided for by the agreement on non-cash transfers of funds to the accounts of individuals between the Bank and the enterprise (organization) of which the Client is an employee, or other documents;

- 15.5. to issue cards in accordance with the Client's application form within 60 calendar days from the date the Client receives a notification about the readiness of the card (Push/SMS/Viber message) sent by the Bank to the phone number specified by the Client in the application form for card issue (the Parties acknowledge the date of notification receipt by the Client as the date the Bank sent an Push/SMS/Viber message), ensure that the Client is provided with the information necessary to carry out transactions when using the card;
- 15.6. to send cards to the Client by mail via RUE "Belpochta" when the Client chooses the delivery service of RUE "Belpochta", or by courier when the Client chooses the delivery service by courier service;
- 15.7. to credit funds received to the Client's account no later than the next banking day;
  - 15.8. to ensure settlement of transactions when using the card or its details;
- 15.9. to inform the Client (additional card holder) about successfully authorized payment transactions carried out using cards (payment initiation transactions, cash withdrawal transactions, cash deposits and other transactions carried out using the card) by sending a corresponding notification through electronic communication channels of information (Push/SMS/Viber message) in accordance with the procedure established in the LLA. Consent to receive such a service is drawn up by the Client on paper or using RBSS;
- 15.10. if an unsettled balance of the Client's debt arises within a period not exceeding 7 (seven) business days from the date of recognition in the accounting records of the relevant accounts of the amount of the Client's unsettled balance of debt, notify the Client of the need to repay (return) the amount of the unsettled balance of the Client's debt by sending Push/SMS/Viber -messages to the Client's phone number specified in the application form for card issue or written notification via postal service;
- 15.11. to write off funds from the account for transactions made by the Client and/or third parties (including holders of additional cards) when using the card on the basis of documents received from the acquiring bank or other person authorized by the payment system, taking into account the Bank's remuneration;
- 15.12. to block the card upon receipt of a written (on paper or electronic) Client's application from the or the holder of an additional card;
- 15.13.in the event of planned interruptions or failures lasting more than 3 hours, resulting in the inoperability of software and hardware providing customer service, to inform the Client, the holder of an additional card, about the impossibility of carrying out transactions using cards and the planned time frame for restoring the functionality of software and hardware by posting information on the official the Bank's website on the global computer network Internet at the address: www.belapb.by and in RDBO.

#### RIGHTS OF THE PARTIES

- 16. The client has the right:
- 16.1. to use the card to receive, deposit cash (except for a virtual card), carry out a payment transaction, initiate a payment in non-cash form, including payment between individuals, on the territory of the Republic of Belarus, and as part of the provision of cross-border services in accordance with and do not contradict the law;
- 16.2. to manage funds within the limits of the account balance and overdraft limit, if it is established by the Bank, taking into account restrictions (limits) on the amount and (or) number of transactions that may be established by the Bank on cards;
- 16.3. to receive monthly account statements, including when contacting the Bank in person, subject to payment of fees for these transactions in the amount established by the Bank;
- 16.4. to demand from the Bank justification for writing off amounts from the account in the event of controversial issues, providing the Bank with all receipts and sales receipts issued to the Client for transactions performed, the write-off of funds for which was the basis for the claims;
- 16.5. to authorize the Bank to issue additional card(s) to the account to an individual(s) duly authorized by the Client, and to receive an additional card issued in the name of another individual, with payment of a fee in the amount established by the Bank.
  - 17. The bank has the right:
  - 17.1. unilaterally to change (install additionally):

limiting the list of transactions, amounts and (or) number of transactions when using cards, as well as countries and regions of use of the card - with prior notification to the Client by posting relevant information on the Bank's official website on the global computer network Internet at the address: www.belapb.by;

the procedure for carrying out currency exchange transactions - with informing the Client about the exchange rates used in carrying out payment transactions and their changes by posting the relevant information on the official website of the Bank on the global computer network Internet at the address: <a href="https://www.belapb.by">www.belapb.by</a>;

restrictions on the withdrawal of foreign currency cash from accounts opened in foreign currency;

amounts of remuneration (fees) for transactions when using the card, including subscription fees;

amounts of remuneration (fee) for the services provided by the Bank for carrying out transactions with funds in the account, posted on the official website of the Bank on the global computer network Internet at the address: www.belapb.by;

the size of the minimum balance;

the amount of interest paid by the Bank for the use of funds on the account and the procedure for their calculation;

the amount of interest on the amount of the outstanding debt balance outstanding by the Client - with prior notification to the Client no later than 30

(thirty) calendar days (unless otherwise provided by law) before the date of entry into force of the relevant changes (additions).

The Bank has the right to unilaterally make changes to the Agreement concluded with the Client. The Bank's proposal (public offer) to conclude an additional agreement to amend the Agreement, including by presenting it in a new edition, is posted on the Bank's official website and the date of entry into force of the changes is indicated. A public offer to conclude an additional agreement to amend the Agreement, taking into account the amendments made to it, set out in the new edition, is posted on the official website of the Bank at least 30 (thirty) calendar days before the date of entry into force of the changes, including the new editon. The date of posting a public offer to conclude an additional agreement to this Agreement on the Bank's official website is considered the date the Bank notifies the Client of unilateral amendments to this Agreement.

If the Client, within 5 (five) working days before the date of entry into force of the changes specified in parts one and (or) two of this subclause, does not notify the Bank of non-acceptance of such changes, then it is considered that the Client has accepted these changes and entered into additional agreement to this Agreement on the Bank's terms.

If the Client, no later than 5 (five) business days before the date of entry into force of the changes specified in parts one and (or) two of this subclause, notifies the Bank of non-acceptance of these changes, he has the right to refuse to execute the Agreement at any time before the date of entry into force of the changes, by closing the bank account in the manner prescribed by this Agreement. The Bank has the right to terminate the fulfillment of obligations under this Agreement from the date of entry into force of the changes;

- 17.2. to block the card in case of violation by the Client of the obligations stipulated by the Agreement, untimely repayment (return) of the amount of the outstanding balance of the Client's debt until the Client repays (returns) the amount of the outstanding balance of the debt and pays interest for using the amount of the outstanding balance, in the event of debt incurrence of the fee (remuneration) to the Bank for services rendered arising from this Agreement before the Client pays the amount of the fee (remuneration) (the card is not unblocked if the Bank writes off the amount of the unpaid remuneration by the Client as insignificant according to the LLA), if there is information about the participation of the Client, the holder of an additional card in fraudulent actions, as well as in other cases provided for by the LLA, the requirements of payment systems, and legislation;
- 17.3. to unilaterally block the card in order to prevent unauthorized access to the Client's account or in the event of receiving information about the compromise of the card. The Bank also has the right to unilaterally block the card, financial transactions on the account and in order to find out information about the involvement (possible involvement) of the Client, the holder of an additional card, in committing fraudulent actions;
- 17.4. to repay the existing debt for the payment of remuneration (the amount of settlement obligations), the unsettled balance of the debt if there is an amount of funds in the client's account sufficient for repayment, in the manner prescribed by

law. In the event of any other debt incurrence under this Agreement, the Bank has the right, if there are sufficient funds in the account, to write off the amount of debt in the manner prescribed by law. In case of insufficiency or absence of funds in the account, debt collection by the Bank is carried out in the manner prescribed by law.

- 17.5. to demand the return (withdrawal) of the card at any time in case of violation by the Client or the holder of an additional card of the terms of the Agreement, suspicion of fraudulent transactions with the card by these persons, as well as in other cases provided for by law and the LLA. This clause does not apply to virtual card holders;
- 17.6. to require the Client to produce the documents required by the Bank regarding transactions performed using the card, and make copies of them in cases provided for by law;
- 17.7. to refuse to issue the Client a new or additional card in cases provided for by the LLA and legislation;
- 17.8. to unilaterally change the Client's account number in accordance with the law and the LLA without prior notice to the Client;
- 17.9. to independently collect (write off by payment order) from the Client's account erroneously (inappropriately or excessively) credited amounts, as well as the amounts of remuneration due to the Bank for transactions performed on the account and amounts in accordance with subclause 14.5 of clause 14 of this Agreement;
- 17.10.to destroy the card and the envelope with the PIN code if the Client does not apply for the card within 60 calendar days from the date of receipt of the notification about the readiness of the card (Push/SMS/Viber message) sent by the Bank to the phone number specified by the Client in the application form (date receipt by the Client of the notification, the Parties acknowledge the date the Bank sent the Push/SMS/Viber message), as well as in case of non-delivery of the card as part of the delivery service of RUE "Belpochta" or delivery service by courier service (presence of mechanical damage to the card, traces of opening the envelope, indication of a non-existent address);
- 17.11.to initiate the process of replacing the main card due to the expiration of its validity period;
- 17.12. to limit the use of the card in specific TSO or in specific countries or regions that the Bank, at its discretion, has classified as a high-risk area, including by refusing authorization on the card;
- 17.13. to transfer the account statement to the Client's email address specified in the application form for card issue;
- 17.14. to refuse to return funds to the Client, the holder of an additional card for transactions not authorized by the Client or the holder of an additional card, in cases provided for by law;
- 17.15.when performing transactions without using a card or its details, to refuse to carry out a bank transfer if the Bank with a high degree of probability assumes that completion of the bank transfer will be impossible due to the fact that third parties (correspondent banks) involved in the execution of the bank transfer, which the Bank is able to influence, and in respect of which the Bank has reasonable

and sufficient grounds to believe that these persons are able to fulfill their obligations, or third parties (correspondent banks, clearing centers, recipient bank), whose participation or non-participation in the execution of the Agreement the Bank is unable to influence by legal, reasonable and sufficient means, take actions aimed at preventing the execution of a bank transfer, or, on the contrary, refrain from performing an action necessary for the execution of a bank transfer, due to the obligation of these third parties to follow acts of international law, and/or national legislation of its jurisdiction, and/or the provisions of its own documents, including, but not limited to, adopted in pursuance and in accordance with the norms of international and/or national law, and/or international banking practice, establishing the regime of international, or global or state sanctions;

17.16. within the framework of marketing events (promotions) carried out by the Bank, to pay the Client a reward (inducement) for non-cash transactions carried out using the card. The type, procedure for provision and amount of remuneration (inducement) are established by the Bank. In case of disagreement, the Client has the right to refuse the reward (inducement) received as part of the marketing event (promotion) in accordance with the rules (conditions) of the marketing event (promotion);

17.17. The Bank has the right, within the framework of loyalty programs, to establish for the Client an incentive in the form of Money - back (income paid by the Bank as a percentage of the amount of non-cash payment for goods, works and services when using a card in TSO) or other types of incentives for card payments.

In case of cancellation/return of a non-cash payment transaction for goods, works and services made with the payment of incentives in the form of Money - back, the Bank has the right to write off the previously credited amount of income from the Client's account;

- 17.18. to notify the Client about new services provided by the Bank to cardholders using the Client's contact information specified in the application form.
- 17.19. to notify the Client about transactions performed on the account, including the presence of incurrence in payment of remuneration to the Bank for transactions (services) performed (provided) on the account and (or) card, using the Client's contact information specified in the application form;
- 17.20. to notify the Client about cards withdrawn by the Bank from the terminal network (ATMs, information kiosks), send notifications with a tracking number when ordering cards with the choice of the RUE "Belpochta" card delivery service, using the Client's contact information specified in the application form;
- 17.21. The Bank has the right to exercise other rights granted to the Bank by law and (or) the Agreement.

### RESPONSIBILITY OF THE PARTIES

- 18. Client's responsibility:
- 18.1. any damage caused to the Bank by the Client as a result of non-fulfillment (improper execution) of the Agreement is subject to unconditional compensation to the Bank by the Client in full;

- 18.2. the Client bears full responsibility for the state of the account;
- 18.3. in case of loss of the card and/or additional card, the Client pays the Bank the remuneration specified in the Fee Guide.

In case of loss of virtual card details, a new virtual card with a new validity period is issued with payment of the remuneration specified in the Fee Guide;

- 18.4. in the case of issuing a card with an individual design, the Client is liable to the Bank and third parties for any claims and actions that may be brought in connection with violation of copyright or other rights caused by the placement of an image provided by the Client on the card.
  - 19. Responsibility of the Bank:
- 19.1. The Bank is responsible for the safety of funds in the Client's account in accordance with the law.
- 19.2. The Bank is responsible for the illegal use of a blocked card from the moment the Client or the holder of an additional card contacts the Bank with a corresponding written statement;
- 19.3. The Bank is not responsible for the occurrence of conflict situations beyond its control;
- 19.4. The Bank is not responsible for the activities of various organizations that refused to accept the card for any reason, as well as for cases of blocking or faults in payment registration devices, resulting in damage to the card or its confiscation;
- 19.5. The Bank is not responsible for the quality of goods, works and services purchased using the card. All complaints regarding the quality of goods, works and services must be submitted by the Client or the holder of an additional card directly to the relevant seller (manufacturer) of goods, works and services;
- 19.6. The Bank is not responsible for transactions performed by third parties when using the card (both the main and additional, if its issuance is provided for by the LLA) if the performance of these operations was the result of the transfer by the Client, the holder of the additional card, to third parties of the card or its details and (or) PIN code, even if the documents confirming the transaction with the card were not signed by the Client himself or the holder of an additional card (ATM, orders by mail and telephone, hotel reservation, etc.), as well as for all transactions made when using the card, before notifying the Bank about the loss of the card and compromise of the card;
- 19.7. when transferring an account statement to the Client's email address, the Bank is not responsible for distortion of the statement or unauthorized access to it;
  - 19.8. The Bank is not responsible:

on claims of persons - owners of mobile phone numbers specified by the Client in the application form and when connecting mobile services;

for non-delivery of an Push/SMS/Viber message to the Client's phone or an additional card holder, if this is due to reasons beyond the Bank's control (the message was not sent by the mobile operator, the Client's phone is not available for a long time, etc.);

for the delivery of a card with the provision of delivery services to RUE "Belpochta" or delivery services by courier service, if the Client indicated an erroneous (non-existent) address for delivery of the card or the delivery of the postal item was not carried out for other reasons beyond the control of the Bank;

for the inability to use the card in situations beyond his control and related to faults in the operation of external systems;

for the occurrence of other circumstances beyond the control of the Bank.

20. For non-fulfillment (improper fulfillment) of obligations under this Agreement, the Parties are liable in accordance with the law.

In case of improper execution of the Client's payment instructions, the Bank is liable in accordance with the law and is obliged to reimburse the Client for the following:

unjustifiably debited funds from his account;

credited funds to his account in a smaller amount;

transferred (credited) funds in favor of an improper payee, settlement center - correspondent.

20-1. If the Bank issues to the Client (additional card holder) a card participating in loyalty and premium programs, the Bank transfers personal data of the Client (additional card holder) to the extent necessary to third parties - payment system operators, service/work providers, to ensure the possibility participation of the Client (additional card holder) in loyalty programs and premium programs for the provision of discounts, bonuses and other privileges to the Client (additional card holder) of the Bank - a participant of the corresponding loyalty and premium program in accordance with the terms of these programs.

# VALIDITY, PROCEDURE AND CONDITIONS FOR TERMINATION OF THE AGREEMENT

- 21. This Agreement comes into force from the moment the Bank receives the Client's acceptance of this offer to conclude the Agreement and is valid until the account is closed, and in terms of the Parties' fulfillment of their obligations until they are fully fulfilled.
- 22. The parties have the right to terminate their obligations under the Agreement in the cases and in the manner provided for in the Agreement.
- 23. The Bank has the right to unilaterally terminate its obligations under the Agreement by notifying the Client in the manner and within the terms provided for in the Agreement, if no cards have been issued for the account and (or) all cards have expired, all cards are placed on a hard stop list, and there is no debt on the account and encumbrances, as well as:

if there are no funds in the account within three months from the date of the last transfer of funds from it or from the day it was opened with a zero balance;

if there are no transactions on the account within one year;

if the client fails to provide documents (information) necessary to identify participants in a financial transaction in accordance with legislative acts on the prevention of money laundering, financing of terrorist activities and financing the

proliferation of weapons of mass destruction;

in case of non-fulfillment (improper fulfillment) by the Client or the holder of an additional card of the obligations provided for in the Agreement, violation of the terms of the Agreement;

in other cases provided for by law and (or) the Agreement.

In this case, the Bank notifies the Client of termination of the Agreement no later than two months before the expected date of termination of the Agreement.

The Client is notified by sending an SMS message, and if the mobile phone number is missing or specified in the wrong format, by sending a registered mail to the Client's place of registration (residence) with return receipt, which, among other things, indicates information about the unused balance of funds in the account. The calculation of the period begins from the day following the day the Bank sent the SMS message/date of registration of the letter with the Bank. If there are no funds in the account, the Bank does not sent written notification by mail to the Client.

If, within two months from the date the Bank sends the notification, the Client does not express a desire to continue using the account (does not dispose of the funds in the account or does not fill out an application for the issuance of a second or subsequent main card), the Bank begins work on terminating the Agreement from the date of expiration of the specified period, stops accruing interest on the account and transfers the balance of funds, including the interest due to the account for recording settlements with other creditors.

24. In the event of termination of the Agreement at the request of the Client, the Agreement is considered terminated after 30 (thirty) days from the date the Bank accepted the Client's application to close the account and the Client returned all cards issued to the account (including additional cards, if any), to the Bank (except for the virtual card and PayRing payment ring, as well as the card if the Client fills out an application to close an account through RBSS). At the same time, taking into account the peculiarities of the operation of payment systems, the Client's obligations for transactions when using the card may arise within 180 (one hundred and eighty) calendar days from the date of such transaction and are subject to fulfillment by the Client, including after account closure.

Upon termination of obligations under the Agreement after the expiration of 30 (thirty) calendar days from the date of writing the application to close the account, the balance of funds in the account is issued at the request of the Client no later than the next banking day after such a request is made or is transferred to another account specified by the Client in accordance with the Client's payment instruction.

If, after 30 (thirty) calendar days from the date of writing the application to close the account, the Client has not disposed of the balance of funds in the account, the balance of funds is transferred to a separate personal account for accounting of settlements with other creditors. Interest on funds accounted for in a separate personal account for accounting settlements with other creditors is not accrued.

#### ADDITIONAL TERMS

25. Other terms of this Agreement are determined by the Rules for the Use

of Bank Payment Cards, which are an integral part of this Agreement and published (posted) on the official website of the Bank on the global computer network Internet at the address: www.belapb.by.

26. Relations between the parties not regulated by the Agreement are regulated by law. If any of the provisions of this Agreement do not comply with the law, then the relations of the Parties in this part are governed by law.

If certain terms of this Agreement conflict with the law, they lose force and the relevant provisions of the law apply.

- 27. The Bank has the right to terminate the Agreement unilaterally out of court in the event of violation of obligations by the Client, as well as in other cases provided for by law, in the manner prescribed by law.
- 28. All disputes and disagreements that may arise from this Agreement or in connection with it will, if possible, be resolved through negotiations between the Parties. If the Parties do not reach an agreement during negotiations and consideration of claims, disputes are subject to consideration in a judicial body at the claimant's discretion. The applicable law to resolve the dispute is the law of the Republic of Belarus.
- 29. Amendments and additions to this Agreement are made by agreement of the Parties (except for cases provided for by this Agreement and legislation) by concluding additional agreements, which are integral parts of this Agreement from the date of signing by the Parties.

If it is necessary to make amendments and (or) additions to this Agreement, an additional agreement to this Agreement may also be concluded by sending the Bank a proposal to amend and (or) supplement this Agreement by sending an offer, including by posting a public offer on the Bank's official website in global computer network Internet at the address: www.belapb.by and its acceptance by the Client in the manner and within the time limits specified by it.

- 30. This Agreement is drawn up in one copy, in the form of an electronic document, recorded on an electronic storage media, which is stored in the Bank. To create and circulate this Agreement and documents related to this Agreement in electronic form, the "Private Client" subsystem of the remote banking service system "RB BS-Client" or the "Bank Online". Mobile bank" software is used.
- 31. The Client confirms that he is properly familiarized with and fully agrees with the Rules and with the amounts of fees (remunerations) established by the Bank, as well as with the fact that the Bank has the right to unilaterally change (establish a new) amount of fees (remunerations) for operations carried out by the Bank (make changes and additions to the Fee Guide), at the same time signing an additional agreement to this Agreement is not required, as well as with the Bank's operating hours and requirements for document flow (customer service schedule).

#### **DETAILS OF THE PARTIES**

- 32. Location of the Bank: 220036, Minsk Zhukova Avenue, 3 BIC BAPBBY2X, UNP 100693551.
  - 33. The Client's details are indicated in the application form for card issue,

in the application completed in RBSS, or in the additional agreement to this Agreement.