

ADOPTED

Deputy Chairman of the Board,
Head of Retail Private Individuals and
Small Enterprises Directorate,
Member of the Board
of AO Raiffeisenbank
A.S. Stepanenko

02st November 2017
Effective as of 15th November 2017

CONDITIONS OF LEASE OF SAFE DEPOSIT BOXES OF AO RAIFFEISENBANK**TABLE OF CONTENTS**

1. [Basic Terms](#)
2. [General Provisions](#)
3. [Rights and Obligations of the Parties under the Agreement](#)
4. [Payments under the Agreement](#)
5. [Safe Deposit Box Access Procedure](#)
6. [Parties' Actions upon the Expiry of the Lease Term](#)
7. [Security Deposit Repayment](#)
8. [Liability of the Parties under the Agreement](#)
9. [Miscellaneous](#)

1. Basic Terms

In these “Conditions of Lease of Safe Deposit Boxes of AO “Raiffeisenbank” (“Conditions”) the terms set forth below shall have the following meanings:

- 1.1. **Rent** shall mean payments due from the Customer for the temporary use of the Safe Deposit Box, as set out in the Agreement.
- 1.2. **Bank** shall mean Joint-Stock Company “Raiffeisenbank”.
- 1.3. **Agreement** shall mean a safe deposit box lease agreement made between the Customer(s) and the Bank, with these Conditions and Rates being an integral part hereof. The Agreement shall remain in full force and effect until the complete fulfillment by the Parties of his/her obligations.
- 1.4. **Additional Services** shall mean services rendered by the Bank at the discretion of the Customer within the term hereof, the list and cost of which are determined by the Rates.
- 1.5. **Information Center of the Bank** shall mean a subdivision of the Bank rendering services to the Customer when he/she calls it in connection with issues related, in particular, to the lease of the Safe Deposit Box.
- 1.6. **Customer** shall mean an individual (individuals) referring to the Bank with a request to enter into an Agreement / to make operations with the Safe Deposit Boxes under the Agreement.
- 1.7. **Code word** - any word, number, or combination thereof, indicated by the Customer upon opening a current account or at the subsequent written request of the Customer to the Bank, used to identify the Customer when he/she contacts the Information Center of the Bank, and when the Bank contacts the Customer by phone to bring to the Customer's attention information related to the Agreement (in this case the Customer has the right to refuse disclosure of the Code word and can either call back the Bank at his/her own initiative or go to the Bank's office in person), to authorise the Customer's applications / orders and in other cases established by these Conditions.
- 1.8. **Key** shall mean an individual key and/or magnetic card (depending on the kind of the Safe Deposit Box) to be delivered by the Bank to the Customer who entered into the Agreement for the access to the Safe Deposit Box.
- 1.9. **Security Deposit** shall mean funds in the amount determined by the Rates to be paid by the Customer for the Key obtained by the Customer from the Bank.
- 1.10. **Security Account** shall mean an account opened with the Bank to the Customer for accounting an amount of Security Deposit.
- 1.11. **Penalty** shall mean any penalty charged for the improper performance by the Customer of the Agreement subject to the Rates.
- 1.12. **Deposited Assets** shall mean any things deposited by the Customer to the Safe Deposit Box.
- 1.13. **Safe Deposit Box Utensils** shall mean a Key and a container for the Deposited Assets.
- 1.14. **Subdivision of the Bank** shall mean a separate or internal structural subdivision of the Bank (a branch, additional office, operational office, etc.) in which Customers are services and where the Repository is located.
- 1.15. **Bank Employee** shall mean an employee of the Subdivision of the Bank who performs the duties on registration documents for operations related to the lease of the Safe Deposit Box.
- 1.16. **Special Repository** shall mean special equipped premises of the Bank intended for keeping the Deposited Assets removed from the Safe Deposit Boxes in cases provided by the law and the Agreement.
- 1.17. **Lease Term** shall mean a time period fixed by the Agreement / Addendum to the Agreement for the use of the Safe Deposit Box by the Customer.
- 1.18. **Rates** shall mean a document fixing rates of fees charged by the Bank from the Customer, rates of penalties (charges), also containing any other information related to the provision by the Bank of any services to Customers in connection with the lease of Safe Deposit Boxes.
- 1.19. **Repository** shall mean a specially equipped room located at the Subdivision of the Bank where Safe Deposit Boxes are located.
- 1.20. **Safe Deposit Box** shall mean a safe deposit box (metal box) equipped with locks to be opened using the key and intended for placing by the Customer of the Deposited Assets under the Agreement within the Lease Term.

2. General Provisions

- 2.1. These Conditions determine the manner and conditions of rendering to the Customers services related to the lease of Safe Deposit Boxes. The list and scope of services to be rendered by the Bank under the Agreement may vary depending on the Subdivision of the Bank directly involved in rendering such service.

- 2.2. The Customer shall be provided with a Safe Deposit Box for temporary use under the Agreement together with Safe Deposit Box Utensils for placing therein the Deposited Assets by the Customer.
- 2.3. The Safe Deposit Box is provided under the Agreement, which the Bank concludes:
- ✓ with one Customer for his/her personal use;
 - ✓ with two or more Customers for their shared use of the Deposit Box, and with the possibility of delineating their access to the Deposit Box (by way of concluding the corresponding addendum to the Agreement).
- 2.4. It is forbidden to use the Safe Deposit Box for placing therein the following things: foodstuffs, perishable goods, cold arms, firearms, ammunition for the same, explosives, drugs, radioactive, chemical, bacteriological substances as well as things and substances which may cause material or other losses to the Bank and/or third persons or be harmful for people.
- 2.5. The Customer may at his own discretion benefit from Additional Services the cost of which shall be determined subject to the Rates.
- 2.6. In case of providing the Safe Deposit Box to the Customer for temporary use:
the Customer(s) shall meet the following requirements¹:
- 2.6.1. the age of the Customer(s) shall be 18+ upon the moment of the execution of papers for the Safe Deposit Box;
- 2.6.2. the identity document (foreigners or people without citizenship shall additionally have documents confirming his/her legal stay in the Russian Federation) shall be made available;
- 2.6.3. registration in the Russian Federation.
- 2.7. Upon the conclusion of the Agreement, the Customer (one of the Customers) shall have a current account opened with the Bank in the currency of the Russian Federation. In this case, all Customers shall sign the questionnaire required for the lease of the Safe Deposit Box.
- 2.8. In case these Conditions provide for registration (filing) of the Customer's applications / orders through the Bank Information Center, the Customer shall secure such an application / order with a password, for which his/her Code word is used, confirming that the application / order is given by the Customer. Telephone conversations between customers and employees of the Bank are recorded and stored by the Bank in accordance with its internal documents. The Bank and the Customer confirm that the recording of the telephone conversation is sufficient documentary evidence of the fact of submission of applications / orders of the Customer to the Bank.
- 2.9. A person contacting the Information Center of the Bank to make an oral application / order to the Bank, who introduces themselves as the Bank's Customer and correctly states the Code word shall be recognized as the Customer.
- 2.10. The Customer and the Bank understand and agree that the Agreement is neither an agreement for safekeeping of values in the Safe Deposit Box, nor any other safekeeping agreement and provisions of chapter 47 of the Civil Code of the Russian Federation shall not apply to the Agreement.
- 2.11. When performing the Agreement, the Bank shall keep confidential and shall not disclose to any third persons any information about the Customer, his/her representatives, number of his/her Safe Deposit Box and of the fact of the provision of the Safe Deposit Box for temporary use, except in cases provided by the effective legislation of the Russian Federation.
- 2.12. The disclosure by the Customer of any information about the Agreement to third persons, except representatives of the Customer (if any), manufacturing of duplicate Keys for the Safe Deposit Box by the Customer as well as the transfer of the Safe Deposit Box Key (except in cases directly provided by the Agreement) is not allowed.
- 2.13. The Customer whose information (full name, passport particulars, address information) is available in the documents submitted to the Bank, hereby gives his/her consent for the processing of his/her Personal Data (including the receipt of the Customer's personal data from the Customer and/or any third parties) to AO "Raiffeisenbank", 17/1 Troitskaya Street, 129090 Moscow, and confirms that by giving his/her consent for such processing, the Customer acts at his/her own will and for his/her own benefit. Consent is given by the Customer for the purposes of conclusion of any Agreements with the Bank and their further execution, provision of services by the Bank, participation in actions conducted by the Bank, surveys, research (including, but not limited to surveys and research held by electronic, phone, or cellular communication), approval of resolutions or performance of other actions having legal consequences for the Customer or other persons, provision to the Customer of information about services rendered by the Bank, provision by the Bank of consulting services, including for entering by the Customer, subsequently, into agreements/contracts with other persons, and applies to the following information: family name, first name, patronymic, year, month, date and place of birth, address, details of the document of identity, family, social, property status, education, occupation, income, information about enforcement proceedings in respect of the Customer and any other information relating to the Customer's identity (hereinafter - the "Personal Data"). The Customers' Personal Data is processed by the Bank to the extent necessary to achieve each of these goals. The Customer acknowledges that this consent is valid during the period of storage of documents and information containing personal data stipulated by the current legislation of the Russian Federation and agreements concluded with the Customer. The Customer has the right to withdraw his/her consent by giving

¹ In case the Safe Deposit Box is provided for use of several Customers one of whom is the Customer who got a mortgage loan from the Bank, for the conclusion of the Agreement it is sufficient that all the Customers meet the requirements referred to in paragraph 2.6.2 of the Terms.

written notice to the Bank no later than 3 (three) months before the withdrawal of consent. In case of withdrawal of the Customer's consent for the processing of Personal Data, the Bank may not terminate the processing of Personal Data or destroy it in the cases stipulated by the legislation of the Russian Federation, which applies to cases when the Personal Data retention period has not yet expired. Termination of any Agreement concluded with the Bank does not entail the termination of the Bank's responsibilities for the storage of Personal Data. This consent is granted for the implementation of any action or series of actions using automation or without the use of such means in relation to Personal Data that are required or are desirable to achieve each of the above purposes, including, without limitation: collection, recording, systematization, accumulation, storage, clarification (update, amendment), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, removal, destruction, cross-border transfer of Personal Data, obtaining images using photography, as well as any other actions related to Personal Data of the Customer, taking into account the effective legislation. Processing of Personal Data by the Bank is carried out using the following main methods (but not limited to): storage, recording on electronic media and their storage, listing, and labelling. The Customer acknowledges and agrees that if necessary the Bank may assign the processing of Personal data and transfer Personal data in order to achieve the above purposes, for the purposes of archival storage, for the purposes of debt collection to a third party, as well as in cases of engaging any third parties to provide services, or transfer of the Bank's functions and powers to another person (assignment, including consideration of the assignment and the decision on the assignment, collateral of rights held by the Bank, debt collection, etc.), the Bank is entitled to disclose information about the Customer particularly (including Personal Data) to the extent necessary to carry out the above actions to such third parties, their agents and other persons authorized by them, and to submit to such persons the relevant documents containing such information in compliance with legal requirements. Moreover, the Customer acknowledges and agrees that this consent is considered to be extended to any third parties, with corresponding variations, and any such third parties shall be entitled to process his/her Personal Data on the grounds of such consent.

2.14. If necessary to modify the Agreement, Conditions or Rates, the Bank shall make available relevant information to the Customer by posting such information at the website of the Bank in the Internet (www.raiffeisen.ru and/or www.connect.raiffeisen.ru). This form of notification of the Customer by the Bank is considered the formal offer of the Bank to the Customer for the amendment of the Agreement, Conditions, or Rates. If within 7 calendar days from the publication date of the information on the aforesaid amendments, no Customers' objections have been received by the Bank, such lack of response from the Customer is considered to be an acceptance by the Customer of the offer of the Bank and on the expiry of such period the Agreement, Conditions, or Rates are deemed to be amended by agreement of the parties.

Any objections received by the Bank from the Customer shall be considered by the Bank and the Customer as a notice of the Customer of the termination of the Agreement, unless otherwise provided by the Conditions. In this case, the Customer shall vacate the Safe Deposit Box and return to the Bank the Safe Deposit Box Utensils no later than one calendar day from the date of the receipt by the Bank of such objections.

2.15. Any information shall be passed to the Customer, at the discretion of the Bank:

- ✓ by posting the relevant information at Subdivisions of the Bank, or
- ✓ by posting the relevant information at websites of the Bank in the Internet (www.raiffeisen.ru); or
- ✓ by sending relevant written notices to the address specified by the Customer for sending banking correspondence and/or to e-mail address or by sending SMS texts to the phone number provided by the Customer; or
- ✓ or in any generally acceptable way.

2.16. The Customer is obliged to notify the Bank about any changes in his/her registration address, residential address, contact telephone numbers, name, identity document details, details of the document confirming the right of a foreign citizen / stateless person to abode (reside) in the Russian Federation, change of citizenship, within three (3) calendar days after the occurrence of the above circumstances, and to turn up at the Bank division in person with the appropriate application.

2.17. The Customer shall promptly inform the Bank of submitting by him or in his respect a declaration of acceptance of his bankruptcy.

2.18. The Bank shall not be liable for non-receipt of the information / documents (including those containing confidential information) by the Customer/ receipt thereof by an unauthorized person in case of late notification of the Bank by the Customer of any changes to contact details or as a result of providing incorrect contact details.

2.19. The Bank shall not be liable for any authenticity, contents, and trustworthiness of any documents provided by the Customer, as set out herein, which are required for the access to the Safe Deposit Box. In this case, the function of the Bank shall be limited to the visual examination of documents and comparison of particulars specified therein to those contained in the Agreement. The Customer hereby agrees that the visual examination of the submitted documents shall be the only possible and sufficient way of performance of business by the Bank for the verification of submitted documents required for the access to the Safe Deposit Box. The Bank reserves the right to verify the documents submitted by the Customer within 1 (one) business day from the moment of submission.

2.20. The Bank shall reserve the right to require the Customer to provide the Bank with the Russian translation of any documents issued outside the Russian Federation in relevant cases.

3. Rights and Obligations of the Parties under the Agreement

3.1. Rights and Obligations of the Bank

3.1.1. The Bank shall:

- 3.1.1.1. provide the Customer with the Safe Deposit Box and Safe Deposit Box Utensils under the assets acceptance and transfer certificate with the specified quantity of the assets before or on the day of the payment by the Customer of the Rent and payment of the Security Deposit;
- 3.1.1.2. ensure the protection of the Repository where the Safe Deposit Box is located, establish hours for visiting such premises to make possible the placement of the Deposited Assets by the Customer to the Safe Deposit Box and his/her removal from the Safe Deposit Box without anybody's control;
- 3.1.1.3. cure, free of charge, any defects in the Safe Deposit Box given for temporary use which may prevent one from its using or replace it by another safe deposit box if such defects occurred before the transfer of the Safe Deposit Box to the Customer;
- 3.1.1.4. give the Customer(s) access to the Safe Deposit Box in the manner provided in clause 5 hereof;
- 3.1.1.5. return part of Rent paid to the Customer in the event of the occurrence one of the following cases:

a) The Bank ceases to render services for leasing out Safe Deposit Boxes in the Repository where the Safe Deposit Box is located.

b) The termination of the title (right of use) of the Bank with regard to the premises where the Repository (where the Safe Deposit Box is leased) is located.

The refundable portion of the Rent is determined in proportion to the remaining period of the Lease Term, the refund is to be paid based on the written application of the Customer for the return of part of the Rent.

3.1.2. The Bank shall be entitled to:

- 3.1.2.1. refuse to enter into the Agreement in the event the Bank receives information on the introduction of bankruptcy proceedings against the Customer;
- 3.1.2.2. open the Safe Deposit Box and upon discovery of Deposited Assets therein, remove them with the execution of the relevant report on the opening of the Safe Deposit Box (except in cases when the preparation of the certificate is not possible due to objective reasons) in the following cases:

a) in the event of the occurrence of events mentioned in clause 6.2 hereof;

b) in the situation when the Bank is forced to do it due to the force majeure circumstances (fire, flooding, explosion, ignition of the safe box contents, sharp odor, accident, criminal encroachment of the third parties, etc.), capable to harm Customer's property inside the Safe box. Opening of the Safe box by the Bank is carried out in accordance with clause 6.3 of the Terms. Customer is informed about the opening of the Safe box using one of the ways described in clause 2.15 of the Terms.

c) in the event of the occurrence of force majeure events (such as fire, flood, inflammation of contents of the Safe Deposit Box, aggressive odor, etc.);

d) in other cases provided by the effective legislation of the Russian Federation.

- 3.1.2.3. require the Customer to show the contents of the Safe Deposit Box and examine them if there are any doubts as to the compliance with the requirements of clause 2.4 of the Conditions of use of the Safe Deposit Box.

In the event of any violations of clause 2.4 hereof and in cases provided by the effective legislation of the Russian Federation, the Bank may transfer to third persons contents of the Safe Deposit Box in accordance with his/her authorities in the manner provided by the law.

- 3.1.2.4. refuse to give the Customer (or his/her representative) access to the Safe Deposit Box if the Customer (and/or his representative) cannot submit to the Bank any required documents such as identity documents and/or documents confirming authorities of the representative of the Customer for the performance of actions with the Safe Deposit Box and/or documents being absolutely required for access to the Safe Deposit Box in accordance with any addendum to the Agreement on modification of access conditions.
- 3.1.2.5. inform the Customer of the application of another Customer (party to the Agreement) in order to arrange his/her access to the Safe Deposit Box, and if the Customer has objections to allowing access of another customer to the Safe Deposit Box, acknowledge these objections and notify that in this case only joint access to the Safe Deposit Box is permitted in accordance with clause 5.33 of the Conditions.
- 3.1.2.6. refuse to prolong the Lease Term of the Safe Deposit Box in the event the Bank receives information on the introduction of bankruptcy proceedings against the Customer.

3.2. Rights and obligations of the Customer:

3.2.1. The Customer shall:

- 3.2.1.1. upon entering into the Agreement, pay to the Bank the Rent, place the amount of the Security Deposit at the Security Account, accept, under the certificate of acceptance and transfer, the Safe Deposit Box and its Utensils for the temporary use under conditions to be determined by the Agreement as well as make any other payments provided by the Agreement (if the

Agreement is concluded with several Customers, the Customer responsible for making payments shall be determined with the consent of the parties being tenants under the Agreement).

- 3.2.1.2. ensure the relevant amount of the Security Deposit to be available at the Security Account, as provided by the Agreement or the relevant addendum to the Agreement. In the event of debiting such account for the amount equal to the Security Deposit (or a part thereof) (before the expiry of the Lease Term), the Customer shall forthwith replenish his/her Security Account for the relevant amount.
 - 3.2.1.3. upon the transfer to the Customer the Safe Deposit Box and its Utensils, verify in person, before an employee of the Bank, that the Safe Deposit Box and its Utensils are in due order and may be used according to his/her destination and sign thereafter the assets acceptance and transfer certificate;
 - 3.2.1.4. in the event of the improper performance and/or breach of provisions of the Agreement, pay to the Bank a Penalty in the amount fixed by the Rates;
 - 3.2.1.5. forthwith refer to the Subdivision of the Bank with the relevant written application in the event of any loss (theft) of the identity document and/or Key for the Safe Deposit Box (applicable if the Agreement is concluded with several Customers). In other cases, in the event of any loss (theft) of the identity document and/or Key, it shall forthwith notify the Information Center of the Bank orally by phone specified in the Agreement, so that the Bank could take additional measures to protect the Safe Deposit Box and/or replace the Key;
 - 3.2.1.6. hand over the Safe Deposit Box and Utensils to the Bank not later than the last day of the Lease Term in good condition and in due order with the issue of a relevant acceptance and transfer certificate;
 - 3.2.1.7. receive the amount of the Security Deposit in the same way in which it was paid to the Bank upon the conclusion of the Agreement (by wire transfer to the Customer's current account opened with the Bank or in cash through the cash desk of the Bank) in person; the Security Deposit may be also obtained by the Customer's representative in cash through the cash desk of the Bank if previously the Customer deposited it through the cash desk of the Bank in the manner provided by clause 7 hereof.
- 3.2.2. The Customer shall be entitled to:
- 3.2.2.1. at any point before the expiry of the Lease Term return the Safe Deposit Box and its Utensils in good condition and in due order to the Bank under the acceptance and transfer certificate, thereby terminating this Agreement;
 - 3.2.2.2. extend the Lease Term with the consent of the Bank, provided that the obligations under the Agreement are duly performed by means of an application made in person to the Bank Subdivision to conclude an appropriate addendum to the Agreement on the Lease Term extension, or by oral request for the Lease Term renewal via the Information Center of the Bank² with the Customer's order to transfer the amount of rent for the new Lease Term to the Bank. The new Lease Term starts from the date following the date of the end of the previous Lease Term, and the rent is paid for the entire Lease Term, regardless of the date of the Customer's application for Lease Term extension under the Agreement.
The Customer is allowed to apply for a Lease Term extension via the Information Center of the Bank only in case of non-cash payment of the Customer's rent and if the extension is subject to the Agreement concluded by the Customer with the Bank for the personal use of the Safe Deposit Box.
 - 3.2.2.3. contact the Information Center of the Bank to make an appointment to access the Safe Deposit Box. In this case, the time of appointment shall be chosen by the Customer taking into account clause 5.1 of the Conditions.
 - 3.2.2.4. in the event of any defect of the Safe Deposit Box and/or lock of the Safe Deposit Box through the fault of the Customer, require the Bank to provide him/her with the proper Safe Deposit Box without paying any additional Security Deposit.

4. Payments under the Agreement

- 4.1. All settlements hereunder shall be made in the currency of the Russian Federation.
- 4.2. In the event of the extension of the Lease Term, the Rent rate for the temporary use of the Safe Deposit Box shall be determined on the grounds of the Rates effective as of the day of the conclusion of the relevant addendum/ submission of the application on Lease Term extension by the Customer via the Information Center of the Bank.
- 4.3. The rate of the Security Deposit, Penalties and fees for Additional Services shall be determined by effective Rates upon the accrual of relevant payment obligations of the Customer.
- 4.4. The rent for the Lease Term shall be paid by the Customer as a lump-sum on the day of the execution of the Agreement or upon the extension of the Lease Term – on the day of the subscription of the relevant addendum/ application on Lease Term extension.

² As soon as technically possible.

The payment of the Security Deposit shall be made as a lump-sum upon the initial procurement to the Customer of the Safe Deposit Box and its Utensils for the use and each time upon the issue of the new Key in the event of its loss or improper condition of the Safe Deposit Box and/or lock of the Safe Deposit Box and Utensils.

4.5. The Customer understands and agrees that the Security Account opened with the Bank for keeping the Security Deposit:

- ✓ may be opened by the Bank upon the conclusion of the Agreement;
- ✓ may be used by the Customer only for placing and recording the amount of the Security Deposit.

The payment of the Rent, the Security Deposit, the Penalty and fees for any Additional Services may be made in cash through the cash desk of the Bank or cash desk of the Bank or by wire transfer from the current account of the Customer opened with the Bank.

4.6. Upon the payment of the Rent, Security deposit, Penalty and fees for Additional Services in cash deposited at the cash desk of the Bank, the date of payment shall be the date when funds are delivered to the cash desk of the Bank.

4.7. Upon the payment of the Rent, Security deposit, Penalty and fees for Additional Services by wire transfer, the date of payment shall be the date when the current account of the Customer is debited for the relevant amount.

4.8. The Rent paid by the Customer and the Security Deposit provided under the Agreement shall not be re-calculated within the Lease Term in the event of any change in relevant Rates by the Bank.

4.9. In the event of the improper performance by the Customer of obligations provided by the Agreement, the Customer shall pay to the Bank a Penalty per every day of the delay in the return of the Safe Deposit Box and its Utensils and removal of the Deposited Assets from the date of the end of the Lease Term, as provided by the Agreement or the relevant addendum to the Agreement. The payment of the Penalty shall not relieve the Customer from the liability to pay the Rent and other payments provided by the Agreement.

4.10. The Customer agrees that the Bank shall be entitled, without his/her additional consent, to debit his/her Security Account opened for him/her for the record of the Security Deposit as well as any other account of the Customer opened with the Bank for:

- any amount due under the Agreement;
- the amount of commission, remuneration, specified in the Rates;
- the amount of the Security Deposit, including the following cases:
 - ✓ in case of loss / damage to the property of the Bank transferred to the Customer under the Agreement,
 - ✓ in case of violation of conditions of use of the Safe Deposit Box by the Customer as specified in clause 2.4 of these Conditions;
 - ✓ on the Bank's opening of the Safe Deposit Box following the breach of terms of the Agreement by the Customer.
- any other amounts stipulated by the Agreement and the effective legislation of the Russian Federation.

In case of such debiting of the current account of the Customer opened with the Bank in the foreign currency, the Bank shall exchange the currency for the required amount at the exchange rate fixed by the Bank as at the moment of conversion.

Money transfer from the Customer's account for payment of the above amounts is carried out as a non-cash transaction by collection order. The Bank has the right to make collection orders to the Customer's account for the amount specified in this paragraph. The transfer of funds can be carried out on the basis of the Bank's banking order.

5. Safe Deposit Box Access Procedure

5.1. Access of the Customer to the Safe Deposit Box shall be granted at any time in accordance with working hours of the Repository³ where the Safe Deposit Box is located after the submission by the Customer of the original identity document and the Key to the Safe Deposit Box.

In case the Agreement is concluded with several Customers, the joint access to the Safe Deposit Box is granted at any time **Monday through Friday**⁴ in accordance with working hours of the Repository (but not later than one (1) hour before the closing time of the Repository, in order to allow the Bank to conduct activities established by clause 2.199 of the Conditions) where the Safe Deposit Box is located after the submission by the Customer of the original identity document and the Key to the Safe Deposit Box.

If necessary, any differentiation in access for the Customers to the Safe Deposit Box shall be recorded in the addendum to the Agreement listing documents to be provided by the Customer for getting access to the Safe Deposit Box. The fee for changes in conditions of access shall be charged based on the Rates effective as of the date of the execution of the addendum.

If the Bank receives a written notice from another Customer as to his objections on the provision of such access to the Safe Deposit Box, the Customers may have joint access to the Safe Deposit Box.

5.2. When Repository is not equipped with individual customer rooms directly adjacent to the Repository, in order to safeguard the property of the Bank and the Customers the Bank Employee has the right to stay in the Repository when the Customer is visiting his

³ The information about working hours of the Repository is available at the official website of the Bank (www.raiffeisen.ru) as well as at the Information Center of the Bank.

⁴ Except the weekends and holidays determined by the legislation, as well as days off transferred to working days according to the decision of the Government of the Russian Federation.

Safe Deposit Box, but in a specially designated place providing confidentiality of the Customer's treatment with the Deposited Assets and the absence of the control by the Bank when placing/removing the Deposited Assets to/from the Safe Deposit Box by the Customer.

5.3. In case the Agreement is concluded with several Customers, when a written notice from one of the Customers is received by the Bank, including those received in accordance with the procedure referred to in clause 3.1.2.55 of the Conditions, regarding the objection of access of another Customer to the Safe Deposit Box and/or any committed or possible fraudulent actions (fraud) of another Customer, only joint Customers' access will be permitted.

5.4. The Customer shall be entitled to give access to his/her representative to the Safe Deposit Box by executing a notarized power of attorney or by making an addendum to the Agreement, specifying the surname, passport particulars, and registration address of the Customer's representative and containing the required list and term of his authorities.

5.5. The Bank shall perform actions aimed at verifying the validity of authorities of the authorized representative of the Customer in accordance with rules and procedures established by the Bank and, if necessary, suspend the exercise of authorities by the Customer, including access to the Safe Deposit Box within the reasonable term under the current conditions.

5.6. The Customer shall be entitled to provide his/her representative with the following authorities:

- ✓ to use the Safe Deposit Box and have access for the same.
- ✓ to prolong the Lease Term of the Safe Deposit Box (by executing a relevant addendum to the Agreement);
- ✓ to receive the amount of the Safe Deposit Box upon the termination of the Agreement in cases provided by the Agreement;
- ✓ to receive the Deposited Assets seized from the Safe Deposit Box and located in the Special Repository;
- ✓ to exercise any other authorities.

5.7. Access to the Safe Deposit Box by the representative of the Customer shall be granted upon the submission by him/her to the Bank of the Key and the identity document as well as the notarized original power of attorney (if any power of attorney is executed by the Customer). If necessary, the Customer and his/her representative may have joint access to the Safe Deposit Box.

5.8. In the event of the revocation by the Customer of the power of attorney, the Customer shall forthwith notify the Bank in writing on this effect by referring in person to the Subdivision of the Bank. The publication of the information about the revocation by the Customer of the power of attorney in a special edition in charge of publishing information about bankruptcy shall not relieve the Customer from the liability to notify the Bank of the revocation of the power of attorney in the manner provided by this clause. If the Customer fails to notify the Bank of the revocation of the Power of Attorney, as aforesaid, the Customer shall indemnify the Bank against all losses caused thereby.

5.9. The Bank shall not be liable for consequences of the performance by the Customer's representative of actions specified in the power of attorney in cases of failure of the Customer to notify the Bank in the manner provided by clause 5.7 hereof regarding the revocation of the power of attorney.

5.10. In the event of the non-performance/improper performance by the Customer of his/her obligations hereunder, the access for the Customer and his/her representatives to the Safe Deposit Box and its contents may be limited until the complete performance by the Customer of his/her obligations under the Agreement.

5.11. Access to the Safe Deposit Box by the notary may be given, provided that the following conditions are complied with:

- ✓ if the Bank has the information about the Customer's death;
- ✓ in the event of the written request of the notary to have access to the Safe Deposit Box;
- ✓ if the notary submitted the identity document and if he/she has the license to carry out notary activities and the order of the body of justice on his appointment as a notary.

In this case, an appraiser (if such appraiser is specified in the notary's request) may have joint access to the Safe Deposit Box upon the submission to the Bank of documents confirming his/her right to carry out the appraising activity. Any heirs may also have joint access to the Safe Deposit Box, provided that they produced relevant identity documents.

5.12. If the access to the Safe Deposit Box is granted to the notary, the content thereof shall be seized by him/her. In the event of the refusal of the notary to seize the content of the Safe Deposit Box, his/her access to the Safe Deposit Box shall not be allowed. The Bank shall reserve the right to open the Safe Deposit Box without the notary (upon his/her written request). Upon the opening of the Safe Deposit Box and the discovery of Deposited Assets therein, the notary shall be provided with a copy of the register of the Deposited Assets containing the list of the Deposited Assets with the description of his/her external features and details. In this case, the verification of the originality and estimation of the Deposited Assets shall not be made by the Bank.

5.13. In the event the inheritance of the Deposited Assets, they shall be transferred to heirs before all heirs if it is not possible to divide / establish the ownership of the Deposited Assets to any of the heirs.

5.14. In the event of the inheritance of the Deposited Assets by heirs not having full legal capacity (for instance, minors, individuals with limited legal capacity), the Deposited Assets shall be provided by the Bank after the submission of all required documents, as provided by legislation of the Russian Federation and in accordance with requirements contained in such documents.

6. Parties' Actions upon the Expiry of the Lease Term

6.1. Before or on the last day of the Lease Term, as provided by the Agreement or relevant addendum thereto, the Customer shall remove from the Safe Deposit Box any Deposited Assets and return to the Bank the Safe Deposit Box and the Safe Deposit Box Utensils under the certificate of acceptance and transfer in the proper conditions or enter, with the Bank, into an addendum to the Agreement on the extension of the Lease Term.

In the event of the non-performance by the Customer of the aforesaid obligation:

✓ The Bank shall be entitled to charge a Penalty, as set out in the Agreement. In this case, the Penalty shall be accrued by the Bank starting from the first day after the end of the Lease Term in the amount fixed subject to the Rates until the complete elimination by the Customer of breaches of the terms and conditions of the Agreement, however, not more than 30 calendar days after the end of the Lease Term.

✓ After the lapse of 30 calendar days from the Lease Term expiration date and provided no addendum on Lease Term extension has been concluded by the Customer during this period, the Deposited Assets shall be placed by the Bank to the Special Repository in the manner provided by clause 6.3 hereof. In this case, the Bank shall be entitled to charge from the Customer an additional fee for placing and any subsequent keeping of the Deposited Assets in the Special Repository an additional fee in the amount to be fixed in accordance with the Rates.

6.2. The Customer shall allow the Bank to move the Deposited Assets, if discovered in the Safe Deposit Box, from the Safe Deposit Box to the Special Repository in the following cases:

a) if the Bank ceases to render services for leasing out Safe Deposit Boxes in the Repository where the Safe Deposit Box is located, and the Customer fails to remove the Deposited Assets from the Safe Deposit Box and to return it, together with the Safe Deposit Box Utensils, to the Bank under the assets acceptance and transfer certificate;

b) upon the termination of the title (right of use) of the Bank with regard to premises where the Repository (where the Safe Deposit Box is leased) is located if the Customer fails to vacate the Safe Deposit Box by the fixed deadline and to return it, together with the Safe Deposit Box Utensils, to the Bank under the assets acceptance and transfer certificate. The Bank shall notify the Customer of the occurrence of any aforesaid events in any of the ways mentioned in clause 2.15 hereof, specifying the period within which the Customer should contact the Bank.

c) if the Customer fails to vacate the Safe Deposit Box within 30 calendar days after the expiry of the Lease Term and to return it together with the Safe Deposit Box Utensils to the Bank under the acceptance and transfer certificate.

d) upon the receipt of an inquiry from the notary public, within the framework of the inheritance case opened with the notary, in connection with the issue of the list of the content of the Safe Deposit Box required for the execution of rights for the heritage.

6.3. In the event of the opening by the Bank of the Safe Deposit Box due to the aforesaid reasons and removal of the Deposited Assets, the Bank shall prepare the list of the contents of the Safe Deposit Box containing the list of the Deposited Assets and description of his/her outside appearance (features) and details. In this case, the Bank shall not verify the authenticity and estimate the Deposited Assets. Any Deposited Assets removed may be required from the Special Repository by the Customer (or his/her representative) upon his/her written request submitted to the Subdivision of the Bank after the repayment by the Customer (his/her representative) of the whole amount due under the Agreement by the moment of such request.

6.4. The agreement shall be terminated in the following cases:

✓ with the consent of the Customer and the Bank;

✓ upon the performance by the Customer and the Bank of all obligations under the Agreement;

✓ in the event of any unilateral refusal of the Customer from the fulfillment of his/her obligations under the Agreement in cases provided by the Agreement;

✓ in the event of complete withdrawal of the Deposited Assets from the Safe Deposit Box/Special Repository by the Customer/ representative of the Customer/ heirs, and in all other cases stipulated by the effective legislation of the Russian Federation;

✓ in other cases provided by the law and the Agreement.

6.5. The termination of the Agreement shall not relieve the Customer from the liability for his/her breach or payment of any amount accrued during the term of the Agreement, unless otherwise provided by the agreement between the Customer and the Bank.

7. Security Deposit Repayment

7.1. The transfer / issue of the Security Deposit from the Security Account shall be made, provided that the following conditions are simultaneously complied with:

✓ upon the return of the Safe Deposit Box and the Safe Deposit Box Utensils by the Customer to the Bank;

✓ if the Customer complies with all conditions of the Agreement;

✓ if there is a sufficient amount at the Security Account.

If as at the day of the repayment by the Bank of the Security Deposit amount, the Customer does not have any current account opened with the Bank, the funds shall be repaid to the Customer by his/her disbursement in cash at the cash desk of the Bank.

7.2. The Customer hereby authorizes the Bank to close the Security Account when closing of the last current account in Russian currency opened to him by the Bank in the absence of funds on the Security Account.

8. Liability of the Parties under the Agreement

- 8.1. The Bank and the Customer shall be liable in accordance with the effective legislation of the Russian Federation in the event of any non-performance or improper performance of his/her obligations hereunder.
- 8.2. The Bank shall not be liable for the contents of the Safe Deposit Box and for the safety of the Deposited Assets.
- 8.3. The Customer shall indemnify the Bank against all losses, material damages caused by the inappropriate use of the Safe Deposit Box.
- 8.4. The Parties shall be relieved from the liability for any whole or partial non-performance of obligations hereunder if such non-performance has been caused by force majeure events which occurred after its execution or extraordinary events which could be neither foreseen, nor prevented by the Parties by any reasonable measures.
- 8.5. All risks arising out of failure to notify the Bank of any circumstances and facts of which the Customer should notify the Bank hereunder shall be borne by the Customer.

9. Miscellaneous

- 9.1. All issues not covered by the Agreement or these Conditions shall be governed by the effective legislation of the Russian Federation.
 - 9.2. In the event of any change in particulars of the Customer, as set out in the Agreement, the Customer shall forthwith notify the Bank on this effect in writing and provide the Bank's Subdivision with the document confirming such changes.
 - 9.3. In the event of any differences (conflicts) between the provisions contained in the text of the Agreement and the text of these Conditions, the provisions hereof shall prevail.
 - 9.4. All disputes and differences which may arise out of the performance of the obligations hereunder shall be resolved by the Bank and the Customer by talks following the extra-judicial procedure. A claim should be sent in writing to the address of the Bank or the Customer, as set out in the Agreement. Such claim shall be considered and a response to it should be given to the Customer or the Bank within 20 calendar days after its receipt.
 - 9.5. Any disputes connected with the protection of consumers' right shall be resolved in accordance with the rules of jurisdiction, as provided by the effective legislation of the Russian Federation.
- Other disputes arising from the conclusion, performance, or termination of the Agreement shall be referred to the Justice of the Peace or the federal court of general jurisdiction at the location of the Bank, a branch of the Bank (operational office), acting on behalf of the Bank when signing the Agreement.