

**Correspondent Account Agreement in Russian Rubles for Settlements on Operations with Digital  
Financial Assets**  
**NO. 52-17/ \_\_\_\_\_ ИФА**

City of Moscow

\_\_\_\_\_, 20\_\_

**Evrofinance Mosnarbank**, hereinafter referred to as the "Bank," represented by

\_\_\_\_\_,  
acting on the basis of \_\_\_\_\_,  
on the one hand, and \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the "Respondent,"  
represented by \_\_\_\_\_

\_\_\_\_\_,  
acting on the basis of \_\_\_\_\_,  
on the other hand, have entered into this Agreement as follows:

**1. DEFINITIONS AND CONCEPTS**

**Bank** is Evrofinance Mosnarbank. Location: 29 Novy Arbat St., Moscow, 121099, Russia Bank of Russia General License No.2402, OGRN (Primary State registration Number) 1027700565970.

**Agreement** refers to this correspondent account agreement in Russian rubles for settlements on operations with digital financial assets

**Application** refers to the written expression of the Respondent's intention to open an Account.

**Legislation** refers to the applicable laws of the Russian Federation.

**Information system (IS)** means a set of information contained in the database regarding the issue, accounting and circulation of DFAs and information technologies and technical means engaged in its processing, including those based on the distributed ledger maintained by the Operator.

**Operator** means Evrofinance Mosnarbank (OGRN 1027700565970), included by the Bank of Russia in the register of information system operators engaged in IS operation. Transactions within the IS include the issuance and placement of DFAs, redemption, purchase and sale, and other transactions with DFAs conducted among Users within the IS.

**IS User** refers to an individual registered within the IS in the Register of Users. The Respondent becomes a User of the IS upon registration in the Register of Users. The Bank opens a bank account for each IS User (as defined further herein) for settling Transactions within the IS.

**Procedure** refers to the procedural guidelines for settling transactions within the Operator's information system, which form an integral part of this Agreement (Appendix No.1 to the Agreement).

**Regulations** refer to the regulations governing the operation of the Operator's IS, to which the Respondent has adhered. These rules determine the functioning of the IS and are published on the websites of the Bank of Russia and the Operator.

**Account Order** refers to an instruction given by the Respondent regarding the Account, submitted through the User's Personal Account (User's Personal Account) within the IS. (Transfer Order, transfer instruction, consent to transfer, instruction for transfer, instruction for transferring funds from the Account to other User's accounts, and any other forms of instructions provided by the IS functionality).

**Respondent** refers to the credit institution duly registered in accordance with the legislation of the Russian Federation and holding a license issued by the Bank of Russia for conducting banking transactions, hereby referred to as the "Respondent," is a party to this Agreement.

**Free Cash Funds** refers to monetary funds held in the Account and belonging to the Respondent, not subject to any blocking measures by the Bank as per the terms outlined in this Agreement.

**Parties** refers to the Bank and the Respondent.

**Account** means the correspondent account of the Respondent established with the Bank under the terms of this Agreement for conducting Transactions within the IS.

**Bank 's Tariff Rates** means tariff rates of commission fees of the Evrofinance Mosnarbank for executing instructions from correspondent banks, available on the Bank's official website. These Tariffs encompass the Bank's charges for providing services to the Respondent, including facilitating transactions on the Account, as well as the Operator Fees.

**Digital Financial Assets (DFA)** means digital rights whose issuance, accounting, and circulation are managed through entries within the Information System (IS) in compliance with the Federal Law No. 259-FZ dated July 31, 2020, "On Digital Financial Assets, Digital Currency, and Amendments to Certain Legislative Acts of the Russian Federation," and associated Regulations.

Other terms used herein shall bear the meanings ascribed to them in the Regulations.

## 2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Agreement pertains to the opening and maintenance of a correspondent account denominated in Russian rubles for the settlement of transactions within the information system operated by Evrofinance Mosnarbank, which facilitates the issuance of digital financial assets.

2.2. In executing transactions on the Account, the Parties shall adhere to the relevant Legislation, established banking norms and practices, the Regulations, the provisions of this Agreement, and the Bank's Tariff Rates.

## 3. TYPES OF ACCOUNT TRANSACTIONS

3.1. The Parties have stipulated that the following transactions may be exclusively conducted on the Account (unless otherwise prohibited by Legislation):

3.1.1. Crediting funds to the Account from any other correspondent accounts held by the Respondent, as well as accounts of Users within the IS and the Operator;

3.1.2. Transferring Free Cash Funds from the Account to other correspondent accounts of the Respondent;

3.1.3. Transferring funds to the accounts of other IS Users or the IS Operator for settling Transactions within the IS and remitting commissions to the Operator in line with the Regulations, including the withholding of taxes by the IS Operator acting as a tax agent;

3.1.4. Blocking funds by the Bank to facilitate Transactions within the IS in accordance with the Regulations, and on other grounds stipulated by the Regulations, the Agreement, and/or the applicable Legislation;

3.1.5. Transferring funds to the Bank as payment for its services, as outlined in the Tariff Rates.

3.1.6. Cash transactions are not permitted on the Account.

## 4. ACCOUNT MAINTENANCE PROCEDURE

4.1. Funds shall be credited to the Account based on orders - payment (settlement), and other documents, upon which the Bank shall proceed with crediting (receiving) funds into the Respondent's Account, as stipulated by the Legislation or internal regulatory documents of the Bank.

Funds shall be credited to the Account no later than on the business day following the day of receipt by the Bank of the duly executed payment (settlement) documents confirming the transaction. Funds shall be credited to the Account if the Account number and the Taxpayer Identification Number (INN) of the Respondent in the payment (settlement) document coincide with the Respondent's corresponding details in the Bank.

The Bank shall take measures to clarify the details of the orders for crediting funds to the Respondent's Account.

4.2. Account Orders are accepted by the Bank for execution on the Bank's business days. The Bank shall independently determine the duration of the operational day of the Bank (a part of the business day of the Bank during which Respondent's payment documents are accepted for execution with the current date) and shall provide the information thereon in the Tariff Rates.

The Bank may establish a shortened operational day for specific working days of the Bank without making changes to the Tariff Rates, having previously notified the Respondent by posting relevant information on the Bank's website.

Account Orders accepted by the Bank after the end of an operational day shall be executed on the next business day of the Bank.

The Respondent is notified about the Bank's work schedule and transaction day at the opening of the Account in the letter about the opening of the Account, and in case of changes in the Bank's work schedule and transaction day – in the manner stipulated by Clause 6.1.5 hereof.

4.3. Disposal of funds in the Account for Transactions within the IS shall be carried out by the Respondent exclusively through the User's Personal Account (User's Personal Account) within the IS, in accordance with its functionality:

4.3.1. The Respondent submits the corresponding Account Order through the User's Personal Account;

4.3.2. Based on the Respondent's Order, the Bank prepares the relevant Account Order and executes the transaction.

4.4. The timing (moment) of Account transactions shall be determined in accordance with the Regulations and Procedures, considering the timelines for non-cash settlements within the Bank and other participating credit institutions.

4.5. As the Account transactions are executed, the Bank shall send Account statements and appendices thereto to the Respondent through the agreed communication channels specified in Clause 11.8. hereof. The statement shall be deemed confirmed if the Respondent has not submitted its comments to the Bank in writing within ten (10) calendar days from the date of sending the statement, confirmed by the protocols of information acceptance and transfer as agreed in Clause 11.8. hereof. If the Bank employs the Bank of Russia's Financial Messaging System ("FMS") or TELEX as communication channels for sending statements, the Bank shall not provide the Respondent with attachments to the statement confirming the debiting of funds from the Account based on the Respondent's payment documents.

4.6. Regardless of the existence of transactions on the Account, the Bank shall send to the Respondent a statement on the balance of funds on the Account as of January the first of each year.

4.7. The Respondent shall pay for the Bank's services in accordance with the rates and according to the terms according to the Tariff Rates, unless otherwise stipulated in the agreement concluded between the Respondent and the Bank, which is signed by authorized representatives of the Parties.

4.8. The Bank shall not accrue interest on credit balances on the Account.

## **5. RIGHTS AND OBLIGATIONS OF THE RESPONDENT**

### **5.1. The Respondent shall be entitled to:**

5.1.1. Manage the funds in their Account exclusively within the scope of operations specified in Clause 3.1 of the Agreement, by submitting Account Orders to the Bank.

5.1.2. Send a written request to the Bank for information on accounts and Account transactions, as well as receive consultations on general matters concerning banking services on transactions with Digital Financial Assets (DFA).

**5.2. The Respondent shall:**

5.2.1. To open an Account, submit documents to the Bank in accordance with the list and using the form prescribed by the Bank's internal regulations, as well as the documents required to open an Account in accordance with the Legislation.

5.2.2. Conduct transactions on the Account only within the limits of the legal capacity defined by their constituent documents, licenses, and in compliance with the Legislation, Regulations, and the Agreement.

5.2.3. Properly execute Orders and fill in all necessary details.

5.2.5. Timely provide the Bank with the requested information and documents necessary for the Bank to fulfill the requirements in accordance with the Legislation, including for the Bank's functions as a currency control agent, tax agent, as well as measures to combat legalization (laundering) of proceeds of crime and financing of terrorism.

5.2.6. In case of changes in the information contained in the documents submitted by the Respondent to the Bank when opening the Account, including in case of expiry of the terms of authorization of the persons specified in the signature and seal card, immediately notify the Bank through the agreed communication channels specified in Clause 11.8. hereof and provide the necessary documents confirming the change of this information. The documents shall be provided by the Respondent in the form and manner prescribed by the Legislation and internal regulatory documents of the Bank for the purposes of opening bank accounts.

5.2.7. Timely and fully pay for the Bank's services in accordance with the Bank's Tariff Rates. If the cost of the Bank's services payable by the Respondent includes the amount of the value added tax (VAT), the Respondent shall pay the cost of the service inclusive of VAT. In this case, the amount of VAT shall not be compensated to the Respondent.

5.2.8. Replenish its Account in a timely manner if there are insufficient funds in the Account to fulfill Respondent's obligations under the Legislation, Regulations and the Agreement.

5.2.9. Confirm to the Bank the Account balance as of January 31 of each year annually in writing by January 01 of the current year.

5.2.10. Inform the Bank, through channels agreed upon in Clause 11.8. of the Agreement, about all transactions in which the Respondent acts for the benefit of another person/entity (hereinafter the "beneficiary") and, upon the Bank's request, immediately submit to the Bank the documents and information required for the beneficiary's identification in accordance with the Legislation.

**6. RIGHTS AND OBLIGATIONS OF THE BANK**

**6.1. The Bank shall:**

6.1.1. Open the Account in the name of the Respondent after the latter has submitted the documents required in accordance with the Legislation and the Bank's internal regulations.

The Bank shall deny the Respondent opening the Account if the documents confirming the information necessary for the identification of the Respondent have not been provided, or the provided information is inaccurate, as well as in other cases provided for by the Legislation.

6.1.2. Maintain the Respondent's Account in accordance with the Legislation, as well as the terms and conditions of the Regulations and Agreement.

6.1.3. Keep bank secrecy regarding the Account and Account transactions in accordance with the Legislation.

6.1.4. Ensure the safety and protection of the Respondent's funds in the Account in accordance with the Legislation.

6.1.5. Notify the Respondent of any changes to the Tariff Rates, working hours, and operating days of the Bank by posting relevant information on the Bank's official website.

6.1.6. Send a notification to the Respondent in case of suspending the execution of an Order on the Account, in accordance with Clause 6.2.8. of this Agreement, along with a request for additional information from the Respondent.

6.1.7. To clarify, the Bank does not oversee the settlement of the Account under transaction involving DFA concluded in accordance with the section of the Regulations governing procedures for other DFA transactions; the Bank does not monitor its execution and bears no responsibility for the non-fulfillment or improper fulfillment of obligations by the parties to such transactions.

**6.2. The Bank shall be entitled to:**

6.2.1. Debit from the Account, without additional instructions from the Respondent, amounts corresponding to commission fees as per the Tariff Rates, as well as amounts of telecommunication, postal, and other expenses incurred by the Bank in connection with the execution of the Agreement, and in cases provided for by other agreements between the Bank and the Respondent, as well as the amount of taxes when the IS Operator performs the functions of a tax agent.

6.2.2. If the Bank discovers it has made indisputably erroneous entry, the Bank shall correct the error by crediting or debiting the Respondent's Account with the Bank in the amount of the erroneous entry without further authorization or confirmation from the Respondent.

6.2.3. In case there are no funds required for payment of the amounts stipulated by Clause 6.2.1 hereof on the Account, the Respondent instructs the Bank to debit the respective amount from other correspondent accounts opened in the name of the Respondent with the Bank without any additional orders from the Respondent. In this case, if the relevant amount is in a currency other than the currency of the account from which the relevant amount is debited, the Bank shall convert the respective amounts into the currency in which the amount of the Bank's commission fee or expenses is expressed at the exchange rate of the Bank of Russia as at the date of the transaction and send the received amount to pay for the Bank's services or reimburse the expenses incurred, respectively. The Respondent hereby agrees (accepts in advance) that the Bank shall execute in full amounts payment orders of the Bank or other documents established by the Bank of Russia for the exercise of the rights stipulated by Clauses 6.2.1–6.2.3 and 6.2.7 hereof within the term of the Agreement.

6.2.4. Unilaterally amend the Tariff Rates, as well as the Bank's work schedule, operating hours and the Respondent's Account number, with obligatory prior notification of the Respondent by posting relevant information on the Bank's official website.

6.2.5. Freeze the funds in the Account (restrict the Respondent from accessing the funds in the Account) in the amount specified by the Respondent through the User's Personal Account from the moment of submission of such Account Order until its execution by the Bank or until the cancellation of the execution of the Account Order in accordance with the Regulations.

6.2.6. Block the funds in the Account in case a decision is made regarding the Blocking of the User, as provided for in the Regulations.

6.2.7. Without further instructions from the Respondent, transfer the blocked funds of the Respondent to its account until the circumstances leading to the blockage are terminated and/or resolved. Upon cessation of the grounds for blockage, the Bank shall return the funds to the Account, or transfer them according to an additional agreement between the Parties, or transfer them in accordance with a court decision (if the funds are subject to judicial proceedings). The Bank reserves the right to withhold applicable commissions from these funds.

6.2.8. Decide to suspend the execution of the Account Order if the Bank requires additional information for its execution.

6.2.9. Refuse to execute the Respondent's Account Order in the following cases:

- The amount specified in the Respondent's Order, including the costs of its execution, exceeds the balance of Free Funds;
- Execution of the Account Order contradicts the prevailing Legislation, Regulations and the Agreement;

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- The Account Order is improperly formatted, contains incorrect, incomplete, inaccurate, or ambiguous instructions;
  - Seizure of funds in the Account in cases stipulated by the current Legislation, if the amount of Free Funds is insufficient to execute the Account Order;
  - The Respondent fails to comply with the Bank's request to provide additional information within the period stipulated by the Regulations;
  - The Respondent has not provided information and documents required for the Bank to perform the functions stipulated by the Legislation on combating money laundering and terrorist financing;
  - The Bank has decided to Block the User in respect of the Respondent;
  - In other cases stipulated by the current Legislation, the Agreement, and the Regulations.

The Bank shall inform the Respondent of its refusal to execute its Orders via the communication channels agreed upon in Clause 11.8. hereof.

6.2.10. To apply measures to freeze (block) funds on the Account in cases stipulated by the Legislation.

6.2.11. Without prior agreement with the Respondent, choose the payment route by reissuing the Respondent's Order in accordance with SWIFT standards and/or the requirements of the Bank of Russia and/or the Legislation.

6.2.12. Unilaterally change the Respondent's Account number by giving prior notice to the Respondent if such changes are necessary due to provisions of the Legislation binding upon the Bank and/or regulatory acts of the Bank of Russia, as well as due to changes in the Bank's details.

## **7. LIABILITY OF THE PARTIES**

7.1. The Bank shall be responsible for correct and timely execution of Account transactions.

7.2. The Respondent shall be responsible for the reliability and accuracy of the documents provided to the Bank in the course of the performance of this Agreement.

7.3. In the event of non-execution or improper execution of an Account Order by the Bank, the Bank shall be liable to the Respondent only for actual damages incurred by the Respondent due to such non-execution or improper execution, provided that the non-execution or improper execution of the Account Order is attributable to actions or inactions of the Bank's correspondent banks.

7.4. The Bank shall not be liable for losses incurred by the Respondent as a result of non-performance or improper performance by the latter of the Regulations and terms of the Agreement.

7.5. The Bank shall not be held liable for the Respondent's commitments and the Respondent shall not be held liable for the Bank's commitments.

7.6. The Bank shall not be held liable for the consequences of the execution of Account Orders issued by unauthorized persons in cases when despite using the procedures stipulated by banking rules, this Agreement and Legislation the Bank is unable to establish the fact that the Order has been issued by unauthorized persons.

7.7. The Bank shall not be held liable for the consequences of using the information in the documents previously submitted by the Respondent to the Bank, if the Respondent does not provide the Bank with the necessary documents confirming the respective changes in the said information.

7.8. The Bank does not oversee the Respondent's Account transactions to ensure compliance with the Respondent's governing documents and licenses.

## **8. FORCE MAJEURE**

8.1. The Parties shall be released of liability for non-fulfillment or improper fulfillment of their obligations hereunder if such non-fulfillment results from force majeure circumstances or circumstances of insuperable force (hereinafter "Force Majeure").

8.2. For purposes of this Agreement, Force Majeure shall mean, in particular, flood, fire, earthquake, hurricane, explosion, soil shrinkage, epidemics and other similar events, as well as war or hostilities at the

Bank's or Respondent's location, strikes in the industry or the region, international sanctions and/or individual country sanctions and/or embargoes against the Russian Federation, issuance of acts rendering it impossible for the Parties to perform this Agreement in a proper manner by legislative, executive or judicial authorities.

8.3. The Party affected by Force Majeure shall within seven (7) business days from the commencement of Force Majeure notify the other Party of the occurrence of such Force Majeure by attaching appropriate evidence. Evidence of Force Majeure may be official documents issued by competent agencies, certifying the occurrence of Force Majeure.

8.4. Upon occurrence of Force Majeure the term for the fulfillment by the Parties of the obligations hereunder shall be extended pro rata to the period of time, during which such Force Majeure and consequences thereof continue. Upon cessation of Force Majeure, the obligations of the Parties shall be resumed.

## **9. DISPUTE SETTLEMENT**

9.1. This Agreement shall be governed by and interpreted in accordance with the law of the Russian Federation.

9.2. The Parties shall make all possible efforts to settle any disputes and discrepancies arising hereunder by negotiations. This provision shall not, however, be regarded as requirement of mandatory pre-trial settlement of the dispute. Mandatory claim procedure is applied in cases stipulated by the Legislation. If the Parties fail to reach an agreement, any dispute or discrepancy arising out of or relating to this Agreement shall be referred to and settled by the Moscow Arbitration Court, unless otherwise provided by the Legislation.

## **10. TERM OF THE AGREEMENT, THE PROCEDURE FOR ITS TERMINATION AND CLOSING OF THE ACCOUNT**

10.1. The Agreement shall come into force upon its signing by the Parties and shall be concluded for the term during which the Respondent is the IS User.

10.2. This Agreement may be terminated at any time on the basis of the Respondent's written application to close the Account. The Respondent's application to close the Account shall be deemed to be his application to terminate this Agreement.

10.3. Unilateral repudiation of this Agreement shall be prohibited, except for the cases stipulated by this Agreement and the Legislation.

10.4. Termination of this Agreement constitutes the basis for closing the Account. The Account shall be closed in the procedure established by the Legislation.

10.5. Termination of the Agreement by the Respondent before the Respondent ceases to be an IS User is a violation of the Regulations. In this case, the Bank shall be entitled to block the funds on the Account and take the actions provided for in Clause 6.2.7 of this Agreement.

## **11. MEANS OF COMMUNICATION**

11.1. Information exchange during settlement transactions between the Bank and the Respondent shall be conducted through the User's Personal Account (User's Personal Account) in the IS.

11.2. Receipt of messages authenticated by valid keys or signed with an electronic signature, as well as messages received through the User's Personal Account (User's Personal Account) in the IS, shall be legally equivalent to the receipt of documents on paper, certified by the signatures of authorized persons and a stamp, and shall hold evidential weight in court.

11.3. When using electronic communication channels, the Parties recognize the time of receipt of information from each other, transmitted through electronic communication channels, recorded in the protocols of receipt and transmission of information, as reliable.

11.4. The Bank may exchange electronic documents with the Respondent through an electronic remote banking system using an electronic signature. Connection to this system is executed by concluding a separate agreement between the Bank and the Respondent.

11.5. If the TELEX system is used as a means of communication, the telex keys and instructions for their use shall be issued to an authorized person of the Respondent upon presentation of a power of attorney for their receipt or sent to the Respondent by mail.

11.6. In the event of FMS being utilized as a means of communication, the Parties shall adhere to the standards and rules of the SWIFT system regarding the utilization of options and fields provided by the relevant message type, as well as the prevailing rules of the Bank of Russia. The Parties may use TELEX as a supplementary communication channel in instances where the primary communication channel is unavailable due to technical or other reasons.

11.7. The Parties have agreed to consider the main channel of communication to be (specify as appropriate):

FMS	<input type="checkbox"/>
Client-Bank	<input type="checkbox"/>
TELEX	<input type="checkbox"/>

## 12. MISCELLANEOUS

12.1. All correspondence in the course of the performance of this Agreement shall be conducted in Russian language using the location address and/or postal address of the Parties specified in the Agreement, unless either Party has specified a different address in writing in advance. Notices and other correspondence shall be sent by mail, courier, secured e-mail using appropriate codes, passwords, as well as keys, certificates provided by the Bank to the Respondent, as well as using means of communication agreed upon by the Parties in accordance with Section 11 of the Agreement.

12.2. Documents related to the Bank's performance of obligations under the Agreement, that are sent by the Bank to the Respondent at the Respondent's location address and/or postal address specified in the Agreement, shall be considered to have been sent to the appropriate address until the Bank receives a notice of changes in the addresses.

12.3. Amendments to this Agreement may be made by written agreement of the Parties, unless otherwise required by this Agreement.

12.4. Failure by either Party to exercise any right or authority granted to it by this Agreement or the Legislation shall not be construed as a waiver of such right or authority or the right to demand compliance with the Agreement.

12.5. Neither Party to this Agreement may assign or transfer all or any part of its rights/obligations under this Agreement.

12.6. This Agreement, as well as any information or documents transferred by the Parties to each other in accordance with this Agreement, are strictly confidential and shall not be disclosed or disseminated by a Party to third parties without the prior written consent of the other Party, except for independent consultants, experts and advisers engaged by the Bank for performance of this Agreement, and except as required by the Legislation.

12.7. If any provision of this Agreement is declared or proves in the future to be invalid, unenforceable or illegal, the validity or enforceability of the other provisions of this Agreement shall not be affected.



12.8. This Agreement has been made in two counterparts of equal legal effect. One copy shall be kept by the Bank and one copy shall be kept by the Respondent.

12.9. The Respondent hereby confirms that it is familiarized with and agrees to the Bank's Tariff Rates.

### 13. ADDRESSES AND DETAILS OF THE PARTIES

Bank: Evrofinance Mosnarbank	Respondent:
Location: 29 Novy Arbat St., Moscow, 121099, Russia	Location:
Postal address: 29 Novy Arbat St., Moscow, 121099, Russia	Mailing address:
Correspondent account: RUB: 3010181090000000204 with the Main Branch of the Bank of Russia for the Central Federal District, BIK (Russian Central Bank Identification Number) 044525204	Correspondent accounts: RUB:
INN (Taxpayer Identification Number) 7703115760, KPP (Tax Registration Reason Code) 775001001	INN (Taxpayer Identification Number) /KPP (Tax Registration Reason Code)
SWIFT: EVRFRUMM	SWIFT:
FMS: EVRFRUMM	FMS:
TELEX: 414242 EFIN RU	TELEX:
Tel.: 7 (495) 967 81 82	Tel.:
Fax: 7 (495) 967 81 33	Fax:
E-mail: info@evrofinance.ru	E-mail:

Position

\_\_\_\_\_ Full name

**Seal here**

Position

\_\_\_\_\_ Full name

**Seal here**

## **Procedure for Settlement of Transactions in the Information System of Evrofinance Mosnarbank**

### **1. GENERAL PROVISIONS**

- 1.1. Orders regarding Respondents' Account for fund transfers made within the IS, in forms provided by the IS (including, but not limited to - orders, consents), shall constitute payer instructions, upon which the Bank generates corresponding fund transfer instructions from the Respondent's Account.
- 1.2. The Respondent prepares the Transfer Order by completing the relevant form in the User's Personal Account within the IS.

### **2. PARTICULARITIES OF SETTLEMENTS UPON ISSUANCE OF DFA**

- 2.1. An application for admission of a DFA to issuance may be submitted via the User's Personal Account, provided that the User agrees to pay a commission fee for reviewing the application for DFA admission to issuance and for organizing the issuance of DFAs within the IS.
- 2.2. In the event of any of the following circumstances:
  - 2.2.1. the Bank's decision to refuse admission of the DFA to issuance;
  - 2.2.2. recognition of the DFA issuance as unsuccessful;
  - 2.2.3. the Bank's decision to annul the DFA issuance,no commission fee is charged for organizing the issuance of DFAs within the IS, but a fee is due for consideration of an application for DFA admission to issuance.
- 2.3. When conducting Placement Transactions, an Acquisition Order may be submitted subject to the User's consent to pay a commission fee for ensuring the conclusion of a Placement Transaction.
- 2.4. A purchase order for concluding a Placement Transaction, executed in accordance with the procedure outlined in Clauses 10.31-10.33 of the Regulations, may be submitted by the User provided that (in addition to the conditions specified in Clause 10.20 of the Regulations) the User simultaneously sends a Transfer Order to the Issuer's Bank Account to fulfill the User's obligation to pay the value of the DFA in the corresponding amount.
- 2.5. In the event of any of the following circumstances:
  - 2.5.1. recognition of the DFA issuance as unsuccessful;
  - 2.5.2. the Operator's decision to annul the DFA issuance;
  - 2.5.3. dispatch by the Issuer of the notification as stipulated in Clause 10.33.2 of the Regulations,no commission fee shall be charged for ensuring the conclusion of the Placement Transaction.
- 2.6. The User's Order sent in accordance with Clause 2.4 of the Procedure becomes ineligible for execution from the moment of occurrence of any of the following circumstances:
  - 2.6.1. recognition of the DFA issuance as unsuccessful;
  - 2.6.2. the Operator's decision to annul the DFA issuance.
- 2.7. On the date of recognition of the DFA issuance as successful, the Bank accepts for execution:
  - 2.7.1. The First Acquirer's order (consent) sent in accordance with Clause 2.3 of the Procedure;
  - 2.7.2. The First Acquirer's Order sent in accordance with Clause 2.4 of the Procedure;
  - 2.7.3. The Issuer's order (consent) sent in accordance with Clause 2.1 of the Procedure.

2.8. If the content of the Decision on issuing the DFA does not comply with any of the conditions specified in Clause 10.31 of the Regulations, settlements for Placement Transactions shall be conducted without utilizing Bank Accounts.

2.9. Upon registration in the DFA Register of the crediting of the issued DFAs to the First Acquirer's Wallet, the Bank shall proceed with execution as follows:

2.9.1. The Issuer's order (consent) sent in accordance with Clause 2.1 of the Procedure;

2.9.2. The First Acquirer's order (consent) sent in accordance with Clause 2.3 of the Procedure.

### **3. PARTICULARITIES OF SETTLEMENTS IN TRANSACTIONS WITH DFAs THROUGH THE IS OPERATOR**

#### **Procedure for Submission of Applications for Conclusion of DFA Sale-Purchase Agreements**

3.1. A Sale Application for the purpose of entering into DFA Sale-Purchase Agreements may be submitted, subject to, among other conditions, the following:

3.1.1. In the event the Sale Application is a counter-offer, the User consents to pay the commission fee for the submission of the Sale Application;

3.1.2. In case the Sale Application is placed on the Offer Showcase, the User consents to pay a commission fee for acceptance (including partial acceptance) of the Application.

3.2. A Purchase Application may be submitted, subject to, among other conditions, the following:

3.2.1. If the Purchase Application is a counter-offer, and the User simultaneously submits an Instruction for Transfer to the Seller's Bank Account to settle the DFA's value equal to the value of such DFAs, and the User consents to pay the commission fee for the submission of the Purchase Application in the amount of such Commission;

3.2.2. If the Purchase Application is placed on the Offer Showcase, and the User simultaneously gives an Order on payment by the User of the DFA price under all DFA Sale-Purchase Agreements to be concluded in the future by accepting (including partial) such Purchase Application, and the User consents to pay the commission fee for acceptance (including partial acceptance) of the Application.

3.3. The maximum transfer limit under the Transfer Order as stipulated in Clause 0 of the Procedure is the maximum amount of the Commission Fee for accepting the Sale Application. The actual transfer limit is computed at a specific time by reducing the maximum transfer limit by the amount for which all instructions under Clause 3.1.2 of the Procedure have been issued and executed by that time.

3.4. The maximum transfer limit under the Transfer Order provided for in Clause 0 of the Procedure is the sum of the aggregate value of all DFAs specified in the respective Purchase Application and the maximum amount of the Commission Fee for acceptance of the Purchase Application. The actual Transfer Limit is calculated at a specific time by reducing the maximum Transfer Limit by the amount for which all instructions provided for in Clause 3.2.2 of the Procedure have been issued and executed by that time.

3.5. The Transfer Order provided for in Clause 3.1.2 and Clause 3.2.2 of the Procedure shall cease to be effective upon the occurrence of any of the following circumstances:

3.5.1. Withdrawal of the respective Application by the User;

3.5.2. Expiry of the deadline for acceptance of the relevant Application.

#### **Procedure for the Execution of DFA Sale and Purchase Agreements**

3.6. On the date when information about the conclusion of the DFA Purchase Agreement is entered into the IS, the Bank:

3.6.1. Regarding the counter Purchase Application - executes the Buyer's Order, the Transfer Order of the DFA price to the Seller's Bank Account, as instructed in accordance with 3.2.1. of the Procedure;

- 3.6.2. For the Purchase Application placed on the Offer Showcase - executes the User's Order by transferring the amount corresponding to the DFA value payable under the concluded DFA Purchase Agreement to the Seller's bank account.

#### **Procedure for Entering into Other Transactions with DFA**

- 3.7. For other transactions involving DFA, the Offer may be submitted by the User, provided that the User agrees to pay a commission fee for accepting the Offer.
- 3.8. The Acceptance may be submitted by the User, provided that the User agrees to pay the commission fee for sending the Acceptance.
- 3.9. In the event of any of the following circumstances:
- 3.9.1. Withdrawal of the Offer;
- 3.9.2. Expiration of the period for acceptance of the Offer.
- No commission fee for accepting the Offer shall be payable by the User.
- 3.10. The Offer may be accepted by the User to whom it is addressed, and if the Offer is public, by any User, by sending an Acceptance within the period during which such Offer is posted on the Offer Showcase.

#### **4. PARTICULARITIES OF SETTLEMENTS UPON THE REDEMPTION OF DFAs**

- 4.1. The fulfillment of obligations certified by DFAs, and the redemption of such DFAs, shall be carried out in accordance with the procedure established by this Clause 4.1 of the Procedure and Clause 13.10 of the Regulations if the Decision on the issuance of the DFAs provides for the application of the said procedure:
- 4.1.1. No later than 2:00 p.m. on the Execution Date, the Issuer:
- (i) Sends to the Bank a Transfer Order to the Bank Accounts of the Holders, to be determined on the Execution Date in accordance with Clause 0 of the Regulations, to fulfill the obligations certified by such DFAs for the amount of such obligations;
- (ii) Sends the Bank a Transfer Order to the Operator's Account for the purpose of paying the DFA Redemption Fee in the amount of such Fee.
- 4.1.2. On the Execution Date, provided the Issuer fulfills the provisions of Clause 0 of the Procedure, the Smart Contract shall make an entry in the DFA Register to Block the DFAs whose obligations are to be fulfilled and shall determine the list of Holders of such DFAs.
- 4.1.3. On the Execution Date, after making a record in the DFA Register about the Blocking of the DFA and determining the list of Holders in accordance with Clause 0 of the Procedure, the Bank shall execute the Issuer's orders sent in accordance with Sub-Clause (i) of Clause 0 and Sub-Clause (ii) of Clause 0 of the Procedure, and enter information on such execution in the IS. The funds shall be transferred to the Holders in fulfillment of the order sent in accordance with Sub-Clause (i) of Clause 0 of the Procedure, in proportion to the number of DFAs held by the Holders on the Execution Date.
- 4.2. In the event that the procedure for the fulfillment of obligations certified by DFAs and/or the redemption of DFAs stipulated in the Resolution on the issuance of the DFAs differs from the procedure stipulated in Clause 0 of the Procedure, an entry on the redemption of the DFAs shall be made in the Register of the DFAs based on a joint instruction of the Issuer and all Holders of the relevant DFAs, subject to the Issuer's consent to such commission. The said commission fee shall be charged by the Bank if a corresponding entry is made in the DFA Register for the redemption of the DFAs.