

Evrofinance Mosnarbank

APPROVED
Minutes of the Meeting of the Bank's Board
dated 13 July 2023 No. 42

TERMS AND CONDITIONS OF PRECIOUS METAL SALE
AND PURCHASE TRANSACTIONS AT EVROFINANCE
MOSNARBANK.

Moscow
2023

TERMS AND DEFINITIONS

The Bank is Evrofinance Mosnarbank. Registered office: 29 Novy Arbat Street, 121099 Moscow, General license for banking transactions No. 2402 dated 23.07.2015, license for banking transactions with precious metals No. 2402 dated 23.07.2015.

Precious metal is a refined precious metal - gold in the form of ingots/bars (standard, weighted) of Russian or foreign production that meet the standards established in the Russian Federation or international quality standards specified in the Precious Metal Quality Document.

Precious Metal Quality Document means original passports, certificates of the manufacturers and duplicates of passports, certificates produced by the manufacturer or certified by the manufacturer or copies of these documents certified by the seal and signature of the authorized person of the Bank containing information on compliance of the Precious Metal with the domestic or international quality standards effective in the Russian Federation.

Sale and Purchase Agreement (Agreement) is a precious metal sale and purchase agreement between the Client and the Bank concluded by the Client's accession to these Terms. The Agreement includes a signed Application for Purchase of Precious Metal Ingot and these Terms.

Application for Purchase of Precious Metal Ingot is a written expression of the Client's will to conclude a Sale and Purchase Agreement.

Client is a natural person holding accounts with the Bank opened on the basis of a bank account agreement (not relating to bank card settlement accounts) and/or demand deposit account agreement.

Representative is a natural person to whom the Client has granted the right to perform on his/her behalf legal and actual actions necessary for conclusion and/or execution of precious metals purchase and sale transactions under a power of attorney drawn up in accordance with the requirements of these Terms and submitted to the Bank.

Total Weight is the actual weight of the Precious Metal ingot.

Fine Weight (for gold) is the weight determined by multiplying the total weight by the percentage of precious metal in the alloy, represented as a decimal in which all digits of the percentage of precious metal in the alloy are reflected after the decimal point (using the rule of mathematical round-off to the nearest 0.1 gram).

Parties are the Bank and the Client.

Bank Tariff Rates are the current wording of Evrofinance Mosnarbank Commission Fee Tariff Rates for the Execution of Instructions made by Natural Persons.

Terms and Conditions are these Terms and Conditions of Precious Metal Sale and Purchase Transactions at Evrofinance Mosnarbank.

1. GENERAL PROVISIONS

1.1. These Terms and Conditions set forth the procedure for entering into a Precious Metals purchase and sale transaction between the Bank and the Client, as well as determine the rights, obligations and liability of the Parties arising in that regard.

1.2. The Terms and Conditions are the Bank's standard form and may be accepted by the Client not otherwise than by acceding to the Terms and Conditions as a whole in accordance with the procedure set out therein.

1.3. Each of the Parties shall enter into a sale and purchase transaction of Precious Metals in accordance with these Terms and Conditions only in its own name and for its own account.

The currency of monetary obligations and settlements under the transaction shall be the currency of the Russian Federation.

1.4. Pursuant to these Terms and Conditions, a sale and purchase transaction shall be concluded in respect of standard and measured ingots (bars) of Precious Metals.

1.5. The Bank guarantees that the Precious Metal which is the subject of the Precious Metal purchase and sale transaction has been acquired in accordance with the procedure established by the legislation of the Russian Federation, belongs to the Bank on the right of ownership, is not under arrest, not pledged or encumbered with any obligations to third parties, and there are no disputes and claims of third parties in respect thereof.

1.6. Client service shall be performed by the Bank within the time set by the Bank for Client servicing.

1.7. For the purpose of introducing the Client to the information provided in the Terms and Conditions, as well as the information on Tariff Rates, the Bank's operation day, time limits for rendering services to Clients, the Bank shall post all the relevant information on the Bank's corporate website, www.evrofinance.ru, and/or post announcements at stands in the Bank's field offices serving Clients.

1.8. The moment the Terms and Conditions, as well as the related information, are posted for the first time on the Bank's corporate website shall be deemed the moment of the publication of the Terms and Conditions and the information, as well as the moment the Client is introduced to the Terms and Conditions and the information.

2. RULES FOR BUYING PRECIOUS METALS

2.1. The Precious Metal Sale and Purchase Agreement shall be executed in accordance with Article 428 of the Civil Code of the Russian Federation by the Client submitting an Application for the Purchase of a Precious Metal Ingot and about his/her adherence to the Terms and Conditions to the Bank (in accordance with the Bank's form) on paper in two copies, one of which shall be returned to the Customer after the Bank's marking to confirm the conclusion of the Agreement.

2.2. The rules under which the Bank sells Precious Metals are determined by these Terms and Conditions and the Precious Metal Sale and Purchase Agreement.

2.3. The Precious Metal Sale and Purchase Agreement shall be concluded at the Bank in the personal presence of the Client (or his/her Representative).

2.4. To conclude a Precious Metal Purchase and Sale Agreement through a Client's Representative, he/she shall submit to the Bank:

- Representative's identity document,
- a Power of Attorney stating the Representative's powers, certified in accordance with requirements of the legislation of the Russian Federation (by a notary or at the Bank),
- any other documents that may be necessary to identify the Client and the Representative in accordance with the legislation of the Russian Federation, including the Client's ID.

Documents submitted by the Client (Representative) for the conclusion of the Precious Metal Sale and Purchase Agreement drawn up in a foreign language must be accompanied by a

translation into Russian certified by a notary, unless otherwise provided for by the legislation of the Russian Federation.

Documents submitted for the conclusion of the Precious Metal Sale and Purchase Agreement which were drawn up abroad with the participation of officials of other states' competent authorities or originating from them must be legalized.

2.5. The list and weights of Precious Metals available for sale, as well as the minimum amount of a sale and purchase transaction shall be determined by the Bank. At the same time, the specific characteristics (name, quantity, etc.) of the Precious Metal to be sold shall be specified in the Application for Purchase of the Precious Metal Ingot.

2.6. The rights and obligations of the Parties under the Precious Metal Sale and Purchase Agreement arise starting from the date of its conclusion.

2.7. The sale price of the Precious Metal shall be set by the Bank at the time of the conclusion of the Precious Metal Sale and Purchase Agreement and shall be specified in the Application for Purchase of the Precious Metal Ingot.

Payment under the Precious Metal Sale and Purchase Agreement shall be made by non-cash transfer of funds from the demand deposit account or the Client's current account opened by the Client with the Bank prior to the transfer of Precious Metals to the Client.

The Application for Purchase of the Precious Metal Ingot is at the same time the Client's instruction to the Bank to perform a transaction on the current and/or demand deposit account opened by the Client with the Bank to pay for the Precious Metals.

2.8. The Precious Metals shall be transferred to the Client under the handover certificate at the Bank on the day of payment of their full value in accordance with the Agreement.

The Precious Metals handover certificate (under the Bank's form) shall be executed in three copies. One copy of the handover certificate shall be provided to the Client together with the Precious Metal Quality Documents and specification (according to the Bank's form).

2.9. The control weighing of each ingot of the Precious Metal shall be carried out at the Client's request in accordance with the legislation of the Russian Federation.

2.10. The ingots shall be weighed using scales certified by the state metrological service (other authorized bodies, organizations) in a timely manner and in accordance with the legislation of the Russian Federation. At the same time, the scales shall be located in a place making it possible for the Client to visually control the weighing results.

2.11. The Client shall be entitled not to accept the Precious Metals in cases where:

- the marking does not correspond to the data of the specification and Precious Metal Quality Documents;
- the ingots do not comply with the standards of the Russian Federation or international quality standards specified in the relevant Precious Metal Quality Documents.

2.12. From the moment the Parties sign the handover certificate, the Client acquires title to the accepted Precious Metal and bears all costs and risks related to this title, including the risk of accidental loss or damage thereof.

2.13. The Bank is not a tax agent for transactions with Precious Metals.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Client shall have the right to:

- Contact the Bank to perform weight control when purchasing Precious Metal.
- Receive the purchased Precious Metal ingots within the time period stipulated in the Agreement and in compliance with the standards established in the Russian Federation or international quality standards specified in the relevant Precious Metal Quality Documents.

3.2. The Client shall:

- Familiarize themselves with the current Terms and Conditions, and Tariff Rates when concluding the Agreement.
- Pay the full value of the Precious Metals in accordance with the Agreement.

3.3. The Bank shall have the right to:

- Request that the Client provide any documents and information related to the Client, the Precious Metals purchase/sale transaction as required by the Bank in accordance with the legislation of the Russian Federation, including in connection with the Bank's control functions assigned to it by the legislation of the Russian Federation or stipulated by the Agreement.
 - To refuse to conclude the Agreement with the Client:
 - if the Client fails to submit the documents (information) required for the conclusion of the Agreement in accordance with the legislation of the Russian Federation and these Terms and Conditions;
 - if the Bank suspects that the Client's transaction is aimed at money laundering or financing terrorism (including based on the results of analyzing the documents submitted by the Client/Representative);
 - in case the Client/Representative fails to submit the required information/documents at the Bank's request to finalize the update of the Client/Representative's information;
 - in case the Bank does not have the required amount of the Precious Metal;
 - in case of insufficient funds on the current account/demand deposit account in rubles, from which the value of the Precious Metal is to be debited when purchased by the Client and (or) the Bank's commission is to be charged in accordance with the Tariff Rates.

3.4. The Bank shall:

- Transfer the purchased Precious Metal to the Client within the stipulated time period and in compliance with the standards established in the Russian Federation or international quality standards specified in the relevant Precious Metal Quality Documents.

4. LIABILITY OF THE PARTIES

4.1. The Parties shall be liable for non-performance (or improper performance) of their obligations under the Agreement in accordance with the legislation of the Russian Federation.

4.2. Any of the Parties shall be released from liability for non-performance or improper performance of obligations under the Agreement, if such non-performance is caused solely by the occurrence and/or effect of force majeure circumstances (circumstances of insuperable force), confirmed by authorized organizations or state authorities.

4.3. The Bank shall not be held liable if the Client fails to receive and/or read and/or properly interpret any information about the Terms and Conditions, as well as other necessary information, published within the time limits and following the procedure stipulated by the Terms and Conditions.

4.4. The Bank shall not be held liable for possible losses of funds invested by the Client in Precious Metals as a result of changes in prices for the Precious Metals on the Russian and international precious metals market which are beyond the Bank's control.

4.5. The Client shall be responsible for the accuracy of the documents submitted, for the timely provision of information on amendments and additions to these documents that are necessary for the conclusion of the Agreement.

5. CHANGES IN THE TERMS AND CONDITIONS

5.1. In case of any change in laws of the Russian Federation, the Terms and Conditions shall be applicable to the extent compliant with the requirements of the legislation of the Russian Federation, until they are changed by the Bank.

5.2. If any provision of these Terms and Conditions becomes invalid for any reason, the validity of the other provisions of the Terms shall not be affected.

6. DISPUTE RESOLUTION

6.1. All disputes that may arise between the Bank and the Client in connection with the conclusion of the Precious Metal Sale and Purchase Agreement shall be settled through negotiations. If the Parties fail to reach mutual agreement, the disputes shall be submitted to court for resolution in accordance with the legislation of the Russian Federation.