

Evrofinance Mosnarbank

APPROVED

**Minutes of the Meeting of the Bank's Board
dated May 25, 2023, No. 31**

**TERMS AND CONDITIONS OF OPENING, SERVICING AND CLOSING BANK
ACCOUNTS FOR SETTLEMENT OF TRANSACTIONS IN THE EVROFINANCE
MOSNARBANK INFORMATION SYSTEM, IN WHICH DIGITAL FINANCIAL
ASSETS ARE ISSUED**

**Moscow
2023**

1. TERMS AND DEFINITIONS

Bank is Evrofinance Mosnarbank. Registered address: 29 Novy Arbat St., Moscow, 121099, Russia. General License of the Bank of Russia No. 2402, Primary State Registration Number (OGRN) 1027700565970.

Bank Account Agreement for transactions in the information system of Evrofinance Mosnarbank, in which digital financial assets are issued (the Agreement) is an agreement between the Client and the Bank, concluded by the Client's accession to these Terms and Conditions. The Agreement includes the signed Statement of Adhesion to the Terms and Conditions and these Terms and Conditions.

Application is a written expression of the Client's intent to conclude the Agreement.

Legislation refers to the applicable laws of the Russian Federation.

Information System (IS) is a set of information contained in a database about the issuance, accounting, and circulation of DFAs and the information technologies and technical means for processing this information, including those based on distributed ledger technology, operated by the Operator.

Client can be a legal entity, individual entrepreneur registered in accordance with the laws of the Russian Federation, an individual engaged in private practice as per the legislation of the Russian Federation, or an individual citizen of the Russian Federation.

Operator is 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 means the issuance and placement of DFAs, redemption, purchase and sale, and other transactions with DFAs conducted among Users within the IS.

IS User is a person registered in the IS in the User Register. The Client becomes an IS User upon registration in the User Register. Every IS User is provided with a bank account (as defined hereafter) by the Bank for settling Transactions in the IS.

Procedure is the procedural guidelines for settling transactions within the Operator's information system, which is an annex and an integral part of these Terms and Conditions (Appendix No. 1 to the Terms and Conditions).

Regulations are the regulations of the Operator's IS, to which the Client has acceded, defining the operation of the IS, posted on the websites of the Bank of Russia and the Operator on the Internet.

Account Order is the Client's instruction for the Account, submitted by the Client through the User's Personal Account in the IS (such as Transfer Order, Payment Instruction, Transfer Consent, and Instruction for transferring funds from the Account to other bank accounts of the User).

Free Cash Funds are funds on the Account belonging to the Client, which are not blocked by the Bank on the grounds provided by the Agreement.

Parties are the Bank and the Client.

Account is the Client's bank account opened with the Bank based on the Agreement for conducting Transactions in the IS.

System is an electronic system for remote banking service.

Bank's Tariff Rates are the fees charged by the Bank for providing services to the Client for the use of the Account, including enabling transactions on the Account.

Terms and Conditions are these Terms and Conditions for Opening, Servicing, and Closing Bank Accounts for Settlements in the Information System of Evrofinance Mosnarbank, in which Digital Financial Assets are Issued.

Digital Financial Assets (DFA) are digital rights, the issuance, accounting, and circulation of which are conducted by making (modifying) entries in the IS in accordance with 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 the Regulations.

Other terms and conditions used in these Terms and Conditions shall have the meanings assigned to them in the Regulations.

1. GENERAL PROVISIONS

1.1. These Terms and Conditions set out the procedures for opening, maintaining, and closing bank accounts for settlements on transactions in the information system of Evrofinance Mosnarbank, in which digital financial assets are issued, and define the resulting rights, obligations, and responsibilities of the Parties.

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. The Agreement is concluded by the Client in accordance with Article 428 of the Civil Code of the Russian Federation by submitting an Application to the Bank in paper form in two copies.

1.4. To confirm the conclusion of the Agreement, the Bank provides the Client with a copy of the Application bearing the Bank's marks and the number of the opened Account.

1.5. Opening the Account is carried out in accordance with the Legislation, Regulations, these Terms and Conditions, as well as accepted banking practices.

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 Agreement, including 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.

1.9. Terms and Conditions can be amended by the Bank in accordance with the procedure stipulated in Section 10 of these Terms and Conditions.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Bank opens a ruble bank account for the Client and provides the latter with a comprehensive set of services for conducting the Client's Transactions in the IS, as well as for the payment of commission fees.

2.2. To open the Account, the Client submits an *Application* to the Bank, as well as the necessary documents for opening the Account in accordance with the Bank's requirements and Legislation.

2.3. A power of attorney issued outside the Bank must be notarized, and if the power of attorney is issued abroad, it must be legalized or apostilled in cases provided by Legislation¹.

3. TYPES OF ACCOUNT TRANSACTIONS

3.1. The Parties have agreed that exclusively the following transactions may be carried out on the Account (unless contrary to Legislation):

3.1.1. Depositing funds into the Account from any other banking accounts;

3.1.2. Transferring Available Funds from the Account to other banking accounts of the Client;

3.1.3. Transferring funds to the accounts of other System Users or the System Operator as part of settlements for Transactions within the System and for paying fees to the Operator in accordance with the Regulations, including withholding taxes when the System Operator acts as a tax agent;

3.1.4. The Bank's blocking of funds for the purposes of conducting (ensuring the conduct of) settlements for Transactions within the System in accordance with the Regulations, and for other reasons established by the Regulations and/or the Agreement and/or Legislation.

¹ Applicable to Clients who are individuals.

3.1.5. Transferring funds to the Bank as payment for its services in accordance with the Tariff Rates.

3.1.6. No cash transactions are performed on the Account, except for the withdrawal of the remaining funds from the Account upon its closure.

4. PROCEDURE FOR CONDUCTING TRANSACTIONS ON THE ACCOUNT

4.1. Funds are credited to the Account without any specific restrictions.

4.2. The Client manages the funds in the Account exclusively through the User's Personal Account in the System, according to its functionality:

4.2.1. The Client issues a relevant Account Order through the User's Personal Account;

4.2.3. Based on the Client's Order, the Bank drafts a corresponding Account Order and conducts the transaction.

4.3. The timing of transactions on the Account is determined in accordance with the Regulations and Procedure, considering the timing of cashless settlements in the Bank and other credit institutions involved in the transaction.

4.4. The Bank is authorized to block the funds on the Account (prohibit the Client from managing the funds on the Account) in the amount of the Order submitted by the Client via the User's Personal Account, from the moment of submission until the Bank executes the Order or until the Order's execution is canceled in accordance with the Regulations.

4.5. The Bank also has the right to block the funds on the Account if a decision to Block the User regarding the Client is made, as specified in Clause 6.16 of the Regulations.

4.6. The Bank is entitled, without additional Client instructions (with prior Client consent), to transfer the Client's blocked funds to its own account until the termination and/or resolution of the circumstances that led to the blocking. Upon cessation of the blocking reasons, the Bank shall return the funds to the Account, transfer them according to an additional agreement between the Parties, or transfer them pursuant to a court decision (if there is legal dispute over these funds). Moreover, the Bank is entitled to withhold any due commissions from these funds.

4.7. If the Bank requires additional information to execute the Account Order, it may decide to suspend its execution.

4.8. The Bank sends the Client a notification of the suspension of the Account Order's execution, along with a request for the Client to provide additional information.

4.9. The Bank is entitled to decide not to execute the Account Order in the following cases:

4.9.1. if executing the Account Order violates Legislative requirements;

4.9.2. if the Client does not fulfill the Bank's request for additional information within the timeframe established by the Regulations;

4.9.3. if the Bank has decided to Block the User in respect of the Client.

4.10. When performing Account transactions, the Bank shall, in accordance with the established procedure, provide the Client with business account statements and appendices thereto (hereinafter, the Statement). The Statement shall be issued to the Client without stamps and signatures of the Bank's employees. Appendices to the Statement confirming the debit and credit records for the Account shall be certified by the Bank's stamp, including electronically².

4.11. Regardless of Account transactions taking place, a Statement reflecting the cash balance of the Account as at January 1 of each year shall be issued/sent to the Client. In the event that the Parties have entered into an agreement on the use of the System, an Account statement reflecting the balances as of January 1st of each year shall be sent to the Client, in electronic form only³.

4.12. The Bank shall provide the Client with a hard copy of the Statements, and if the Parties have concluded an agreement on the use of the System — in electronic form only. A Statement shall be deemed confirmed if the Client has not submitted his/her comments in writing to the Bank within 10 (ten) calendar days of its issue. If a Statement is submitted electronically, the date of issue shall be the date of its sending by the Bank through the System⁴.

If the Client files an additional request, the Bank may establish a different procedure for providing the Statements.

5. ACCOUNT MANAGEMENT TERMS AND CONDITIONS

5.1. The Bank conducts transactions on the Account in accordance with the Legislation, Regulations, Agreement, as well as generally accepted banking practices and customs.

² Applicable to Clients who are legal entities, individual entrepreneurs, and private practitioners as established by the legislation of the Russian Federation

³ Applicable to Clients who are legal entities, individual entrepreneurs, and individuals engaged in private practice as per the Russian Federation legislation.

⁴ Applicable to Clients who are legal entities, individual entrepreneurs, and individuals engaged in private practice as per the Russian Federation legislation.

5.2. The Client pays for the Bank's services as per the rates and within the deadlines specified in the Tariff Rates.

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

6. RIGHTS AND DUTIES OF THE CLIENT

6.1. The Client shall:

6.1.1. Adhere to the requirements of the Legislation governing the process of settlement services and the terms and conditions of the Agreement.

6.1.2. Properly issue Account Orders with all required details completed.

6.1.3. Annually confirm to the Bank in writing by January 31st of the current year the cash balance on the Account as of January 1st of each year if the Client has submitted written objections to the Bank regarding transactions made and the balance of funds on the Account concerning the statement of cash balances on the Account as of January 1st of the current year⁵.

6.1.4. Obtain from the Bank a statement of the Account in hard copy and its appendices, as well as appendices to the electronically provided statement, within three months from the transaction date on the Account. Upon expiry of the said period, the Bank may send statements and/or appendices thereto via postal services to the Client's location address and/or postal address, unless another address is previously communicated by the Client in writing, subject to the commission fee in accordance with the Bank's Tariff Rates⁶.

6.1.5. Timely and fully pay for the Bank's services in accordance with the Bank's Tariff Rates.

6.1.6. Provide the Bank with any information and documents necessary for the Bank to fulfill its obligations under the Agreement.

6.1.7. 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 Laws and the requirements of the Bank of Russia.

6.1.8. In the event of changes in the information in the documents submitted by the Client to the Bank when opening an Account, as soon as such changes are made, immediately submit to the Bank the necessary documents confirming the change of such information.

6.1.9. Inform the Bank in writing about all transactions where the Client acts for the benefit of another person/entity (hereinafter the "beneficiary") and, upon the Bank's request, submit to the Bank the documents and information required for the beneficiary's identification in accordance with the Legislation.

⁵ Applicable to Clients who are legal entities, individual entrepreneurs, and individuals engaged in private practice as per the Russian Federation legislation.

⁶ Applicable to Clients who are legal entities, individual entrepreneurs, and individuals engaged in private practice as per the Russian Federation legislation.

6.1.10. Provide the Bank with information and documents required for the oversight of Account transactions, as mandated by Legislation.

6.1.11. Present at the Bank's request within five (5) business days after receipt of the corresponding request, information and documents required for the Bank to perform the functions prescribed by the Legislation in regard to money laundering and terrorism financing (financial monitoring).

6.2. The Client shall be entitled to:

6.2.1. Send a written request to the Bank to obtain information about the Account and its transactions, as well as receive consultations on general banking service queries.

7. RIGHTS AND OBLIGATIONS OF THE BANK

7.1. The Bank shall:

7.1.1. Open the Account in the name of the Client after the latter has submitted the documents required in accordance with the Legislation and the Bank's internal regulations. Account opening may be denied to the Client if the documents confirming the information necessary for the identification of the Client have not been provided, or the provided information is inaccurate, as well as in other cases provided for by the Legislation.

7.1.2. Conduct settlement services for the Client in accordance with Legislation, and the terms and conditions of the Regulations and Agreement.

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

7.1.4. Notify the Client about changes in Tariff Rates, work schedule, and the operational day of the Bank by publishing the relevant information on the Bank's official website.

7.1.5. The Bank may refuse to execute the Client's order for an Account transaction only in cases provided by Legislation and the Agreement, including if the amount of the order, along with the Bank's commission fee, exceeds the balance of the Account/other bank accounts of the Client in the Bank at the time the order is received by the Bank.

7.1.6. To clarify, the Bank does not conduct transactions on the Account for a transaction with digital financial assets (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.

7.2. The Bank shall be entitled to:

7.2.1. Unilaterally amend the Regulations, Procedures, Conditions, Tariff Rates, as well as the work schedule and operational day of the Bank, with mandatory prior notification to the Client.

7.2.2. Debit from the Account sums of commission fees due to the Bank, as well as telecommunication and other expenses related to the execution of contracts concluded between the Parties, by the Bank, in accordance with the Tariff Rates, without additional instructions from the Client, and the amount of taxes when the IS Operator performs the functions of a tax agent.

7.2.3. In case it is not possible to debit from the Account the funds necessary for payment of amounts provided for in Clause 7.2.2 of the Agreement, the Client authorizes the Bank to debit the respective amount from other bank accounts opened in the Client's name at the Bank, without additional instructions from the Client. In this case, if the amount of the Bank's commission fee or expenses is in a currency other than the currency of the account from which the commission fee or expenses are 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.

7.2.4. The Client hereby gives his/her consent (authorization) for the Bank to execute payment demands or other documents as established by the Bank of Russia, for exercising the rights provided for in Clauses 7.2.2 and 7.2.3 of the Agreement.

7.2.5. In the event of a clearly erroneous entry made by the Bank, to correct the Account by crediting or debiting the Account without obtaining additional permission or confirmation from the Client.

7.2.6. Unilaterally change the Client's Account number, providing prior notice to the Client, if such changes are necessitated by mandatory legislative provisions and/or regulatory acts of the Bank of Russia, or changes in the Bank's details.

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. Force Majeure under this Agreement specifically includes flood, fire, earthquake, hurricane, explosion, soil subsidence, epidemics, and other similar phenomena, as well as war or military actions in the location of the Bank, industry or regional strikes, and the enactment of legislation that renders the proper performance of the Agreement by the Parties impossible.

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

8.4. Upon occurrence of Force Majeure the term for the fulfillment by the Parties of the obligations under the Agreement 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. The Parties shall make all possible efforts to settle any disputes and discrepancies arising under the Agreement 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. CHANGES IN THE TERMS AND CONDITIONS

10.1. The Terms and Conditions may be amended by the Bank through modifications and/or additions to the Terms and Conditions, including by approving a new edition of the Terms and Conditions, in the manner prescribed by this section of the Terms and Conditions.

10.2. Amendments and/or additions made by the Bank to the Terms and Conditions come into effect 5 (five) calendar days after the Bank publishes information about these changes and/or additions, or from the date of their effectiveness if such date is indicated in the published information, but not earlier than 5 (five) calendar days from the date of publication.

In case of changes in Legislation, the Terms and Conditions continue to apply to the extent that they do not contradict the requirements of Legislation until amended by the Bank.

If the Client disagrees with the changes and/or additions to the Terms and Conditions, or with the terms and conditions of the new edition of the Terms and Conditions, the Client has the right to terminate the Agreement in the manner provided by Section 11 of the Terms and Conditions.

10.3. If, before the amendments and/or additions to the Terms and Conditions published by the Bank become effective, the Bank has not received a notification from the Client about the termination of the Agreement, the Parties acknowledge that such amendments and/or additions to the Terms and Conditions are accepted by the Client.

10.4. Any changes and/or additions to the Terms and Conditions, from the moment they take effect, apply equally to all persons who have accepted the Terms and Conditions, including those who accepted the Terms and Conditions before the date the changes and/or additions took effect.

11. VALIDITY AND TERMINATION OF THE AGREEMENT

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

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

11.3. Based on the Client's written request to close the Account, the Agreement may be terminated at any time. The Client's application to close the Account shall be deemed to be his application to terminate the Agreement.

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

11.5. Termination of the Agreement by the Client before the Client ceases to be an IS User is a violation of the Regulations. In this case, the Bank is entitled to block the funds in the Account and take actions specified in Clause 4.6 of these Terms and Conditions.

12. OTHER PROVISIONS

12.1. All correspondence related to the fulfillment of the Agreement shall be conducted using the location and/or postal address⁷/registration and/or residence address⁸ of the Parties as specified unless a different address is provided by any Party in writing beforehand. Notices and other correspondence shall be sent by post, courier, through the System (if an agreement on its use has been made between the Parties), and also via the functionality provided by the IS.

12.2. Documents related to the Bank's fulfillment of obligations under the Agreement, sent to the Client's location and/or postal address, will be deemed properly addressed until the Bank receives notification of their change.

12.3. Failure by either Party to exercise any right or authority granted to it by the 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.

⁷ Applicable to Clients who are legal entities, individual entrepreneurs, and individuals engaged in private practice as established by the legislation of the Russian Federation

⁸ Applicable to Clients who are individuals.

12.4. The Bank applies measures against money laundering and terrorism financing as stipulated by Legislation.

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

12.6. The Agreement is obligatory and made in the interest of both the Client and the Bank, and their legal successors.

12.7. The Agreement, and any information or documents exchanged by the Parties under it, are strictly confidential and must not be disclosed to third parties, except as provided by Legislation, the Agreement, Regulations, or Procedures.

12.8. Should any provision of this Agreement become invalid according to Legislation at any point, it does not render the rest of the Agreement's provisions or the Agreement itself invalid or illegal.

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

1. GENERAL PROVISIONS

- 1.1. Orders regarding Client' 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 Client's Account.
- 1.2. The Client 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 cancel the DFA issuance;

2.5.3. Issuer's dispatch of the notice as stipulated in Clause 10.33.2 of the Regulations,

No commission fee for facilitating the conclusion of a Placement Transaction will be charged.

2.6. The User's Order, in accordance with Clause 2.4 of the Procedure, becomes inadmissible for execution upon the 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 the DFA issuance is deemed successful, the Bank will execute:

2.7.1. The First Acquirer's order (consent) sent pursuant to Clause 2.3 of the Procedure;

2.7.2. The First Acquirer's order sent pursuant to Clause 2.4 of the Procedure;

2.7.3. The Issuer's order (consent) sent pursuant to Clause 2.1 of the Procedure.

2.8. If the content of the DFA Issue Decision does not meet any conditions stated in Clause 10.31 of the Regulations, settlements for Placement Transactions will proceed without the use of 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 pursuant to Clause 2.1 of the Procedure;

2.9.2. The First Acquirer's order (consent) sent pursuant to 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 3.1.2 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 3.2.2 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 DFAs

- 3.7. For other transactions involving DFAs, 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 4.1.2 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 4.1.1 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 4.1.2 of the Procedure, the Bank shall execute the Issuer's orders sent in accordance with Sub-Clause (i) of Clause 4.1.1 and Sub-Clause (ii) of Clause 4.1.1 of the Procedure, and enter information on such execution in the IS. Funds shall be transferred to the Holders to fulfill the order sent in accordance with subclause (i) of Clause 4.1.1 of the Procedure, proportionally 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 4.1 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.