

5. Currency Exchange Regulations.

Special Terms:

Currency means the monetary unit of the state.

Currency Exchange Transaction (Exchange Transaction) means purchase and/ or non-cash funds against another currency between the Bank and the Customer according to the Bank determined currency exchange rate.

Bank Dealer means an authorised employee of the Bank who performs Currency Exchange Transactions with the Customers.

Value Date means a Bank Working Day, when the Bank shall transfer an amount of money as set by the provisions of Currency Exchange Transaction to the Customer indicated Account, or the Customer's funds on the Customer's Account acquire an actual value and become available to the Customer.

TODAY Transaction means a Currency Exchange Transaction with the Value Date on the Transaction date according to the currency exchange rate, which is determined at the moment of the Transaction.

TOMORROW Transaction (TOM) means a Currency Exchange Transaction with the Value Date on the next Bank Working Day after the Transaction date according to the currency exchange rate, which is determined at the moment of the Transaction.

SPOT Transaction means a Currency Exchange Transaction with the Value Date on the second Bank Working Day after the Transaction date according to the currency exchange rate, which is determined at the moment of the Transaction.

Order means the Customer's order to the Bank for execution of an Exchange Transaction given orally (over the telephone).

Exchange Application means the Customer's written application for currency exchange submitted to the Bank in person or via Remote Account Management System.

EMIR (European Market Infrastructure Regulation) means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on over-the-counter derivatives, central counterparties and trade repositories, as well as the supplementing legislation and the European Union regulations.

5.1. Currency Exchange Regulations are applicable to the relations between the Customer and the Bank, if the Customer has applied for non-cash Exchange Transaction at the Bank.

5.2. The Bank shall execute Exchange Transactions for euro and foreign currencies. The Exchange Transaction may be performed at the set general exchange rate effective at the moment of the Transaction, or at a special Exchange rate upon the Customer's prior agreement with the Bank. Exchange Transactions may be concluded remotely; in such case the Bank shall perform Customer's Authentication according to Section 1.4 of the Regulations – *Regulations on Providing and Receiving Information and Services via Telephone and Online Chat*.

Note. The Bank records all negotiations with Customers. In case of any disagreement concerning terms and conditions of the concluded Currency Exchange transactions the Bank is entitled to use the recordings.

5.3. If the Customer submits an Order to the Bank's Dealer, an Exchange Transaction at a special Exchange rate is deemed concluded when the Customer submits an Order and agrees with the

Bank about the Currencies to be purchased and sold, the amounts thereof, the Exchange rate and the Value Date. The Customer consents to recording of such negotiations.

- 5.4. If the Customer contacts the Bank's Customer Service Specialist and expresses a wish to perform a Currency Exchange Transaction, the Customer Service Specialist shall contact the Bank's Dealers and specify the terms of the Transaction; if the Customer agrees to the offered terms, then the Customer must submit the Exchange Application to the Bank no later than by 17:30 on the day of concluding the Currency Exchange Transaction.
- 5.5. After the Customer has fulfilled their liabilities concerning the Exchange Transaction, i. e., has timely submitted an Exchange Application to the Bank, if it is necessary pursuant to Clause 5.3 herein, and provided for a sufficient Account balance, the Bank shall fulfil its liabilities concerning the Exchange Transaction according to the Order, these Regulations and the Price List.
- 5.6. If the Customer fails to fulfil their liabilities concerning the Exchange Transaction specified in Section 5.3, the Exchange Transaction is deemed suspended, and the Customer shall indemnify all expenses and losses, which the Bank has incurred due to Customer's breach of liabilities. Such expenses and losses shall be debited from the Customer's Account on a non-contentious basis; the amount of loss is calculated as a difference between the Exchange rate agreed in the Order and the Exchange market rate, according to which the Bank performs the opposite (counter) Exchange Transaction.

Except as otherwise indicated in the current Part 5, the other terms used herein shall have the meaning specified in Section 1.1 and Section 2.3. of the General Regulations for Transactions.

5.7. TOMORROW Transaction, SPOT Transaction and TODAY transaction Regulations

- 5.7.1. In order to conclude a TOMORROW/ SPOT/ TODAY Transaction, the Customer shall submit an Order and coordinate with the Bank the relevant Transaction's Exchange rate, amount and Value Date, as well as, if necessary, submit a relevant Exchange Application, specifying the terms and conditions coordinated with the Bank as per Section 5.3.
- 5.7.2. TOMORROW/ SPOT/ TODAY Transactions are executed at the Exchange rate agreed upon in the Order as at the moment of the relevant Transaction.
- 5.7.3. TOMORROW/ SPOT/ TODAY Exchange Transactions are executed on the Value Date specified in the Order.
- 5.7.4. On the day of execution of TOMORROW/ SPOT/ TODAY Transaction, the Customer shall provide for the necessary balance in the relevant Currency on their Bank Account according the terms and conditions of the Exchange Transaction. If the Customer has failed to fulfil the mentioned liabilities, the Bank shall execute an Exchange Transaction counter to the Customer concluded TOMORROW/ SPOT/ TODAY Transaction at the Currency Exchange market rate and indemnify losses, if such have arisen, from the Collateral, if any, and/or the Customer's Account balance.