Approved by Order No. 84 dated 22.07.2015.

**AGREEMENT FOR BANK ACCOUNT**

**AND CASH MANAGEMENT SERVICES**

**FOR LEGAL ENTITIES AND INDIVIDUAL ENTREPRENEURS AT "TOGLIATTIKHIMBANK JSC**

**(accession agreement)**

**(as amended by Order No. 149 dated 18.12.2017)**

Togliatti, 2017

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# TERMS AND ABBREVIATIONS USED IN THE AGREEMENT

1.1. Unless otherwise follows from the text of this document, the concepts and terms used herein shall have the following meaning:

**Letter of Credit** – a conditional monetary obligation accepted by the Issuing Bank on behalf of the Client (payer) to make payments in favor of the recipient of funds upon presentation of the documents corresponding to the terms of the letter of credit by the latter, or to authorize another credit institution (executing bank) to make such payments.

**Bank** – Joint Stock Company Togliattikhimbank.

**Banking Regulations** – regulations of the Bank of Russia issued in accordance with its competence and related to the rules of money transfers on bank accounts and without opening bank accounts, and settlement and cash transactions, as well as internal documents of the Bank issued in accordance with these regulations of the Bank of Russia.

**Bank Card (Card)** – an electronic payment instrument allowing the Client of the Bank to make, certify and transfer orders for the purpose of funds transfer within the applicable forms of cashless settlements using information and communication technologies, designed for the Cardholder to carry out Transactions on the Account within the Payment limit in accordance with the current laws of the Russian Federation and this Agreement.

**ATM** – an electronic hardware and software complex designed to carry out operations without the participation of an authorized employee of the Bank to issue (accept) cash using the Card and transfer orders to the Bank to transfer funds from the Client's Account, as well as to compile and issue Documents on Transactions using the Card, and provide information on the Account.

**Cash Withdrawal** – the operation of providing cash to the Cardholders at ATMs or cash points.

**Cardholder** – the Client's employee, in whose name and for whose benefit the Bank issued the Card.

**Bank Account Agreement (BAA, Agreement)** – this document, which is both a public agreement and accession agreement, as well as each Application for Accession, duly completed and signed by the Client and the Bank.

**Application for Accession** – a document in the form prescribed by the Bank, signed by the Client and expressing his/her/its will to enter into the Bank Account Agreement and confirming the accession of the Client to the terms and conditions of the Agreement by accessing to the terms and conditions of the Agreement as a whole

**Card Account** – a settlement account in the currency of the Russian Federation, opened to the Client by the Bank for accounting transactions using Bank Cards made by Cardholders, in the manner and on the terms and conditions provided for in the Agreement.

**Client** – a legal entity, individual entrepreneur or a person engaged in private practice, specified in the preamble of the Agreement, who openes a bank account with the Bank under this Agreement.

**Credit Institution** – another bank or a credit institution with the appropriate license.

**Set of Account Opening Documents** – a list of documents established by the Bank in accordance with the requirements of the Russian Federation laws and the regulations of the Bank of Russia, required to identify the Client, as well as to determine the objectives of its financial and economic activities, financial position and business reputation.

**International Banking Rules** – the rules governing the order of international settlements on international transactions.

**Operational Time** – the interval of the working day, during which the Bank renders its services to

the Clients.

**Card Report** – a document drawn up by the Bank, which reflects all transactions on the Card made

by the Holder, as well as by the Bank in accordance with the Tariffs, during the calendar month. The date when the Report is compiled shall be considered the **Report Date**.

**Queue** – the queue of orders to the Account not executed on time.

**Personal Identification Number (PIN)** – a secret digital code that is individually assigned to the Card of the Holder, the entry of which by the Holder under the Agreement is recognized as Analog of the Holder's handwritten signature (in accordance with clause 3 of Article 847 of the Civil Code of the Russian Federation) when he carries out Transactions through ATM or POS-terminal, equipped with a special device for PIN entry.

**Payment System** – a set of organizations interacting under the rules of the payment system in order to transfer funds between the participants of the payment system, including the payment system operator, payment infrastructure services operators and participants of the payment system, of which at least three organizations are operators for funds transfer.

All cards belonging to the same Payment System have attributes allowing to identify their belonging to this Payment System. The Bank is an issuer of bank cards of Payment systems NCC-UnionCard, Visa International.

**Payment Limit** – the amount of funds available to the Cardholder for Transactions, including the balance of the Card Account, the amount of Overdraft (if any) or the amount of the credit limit on the credit card minus the amount of Authorizations issued, the amount of Transactions performed without Authorization, as well as fees and expenses due to the Bank for the execution of Transactions.

**Processing Center** – a legal entity or its structural subdivision that provides access to funds transfer services within the Payment System for Participants of the Payment System and their clients, including the use of electronic means of payment, as well as the exchange of electronic messages and information and technological interaction between Participants of the Payment System.

**Cash Point (CP)** – a place (cash desk of the Bank, cash desk of the Bank branch, cash desk of additional office of the Bank, operational cash desk outside the cash center of the Bank, exchange office of the Bank, as well as other banks – members of VISA payment system) of cash withdrawal and/or dispensing operations with the use of Cards.

**Settlement Documents** – documents executed in the form of settlement (payment) document (payment order, collection order, payment request) in hard copy or in case of conclusion of remote banking service agreement between the Client and the Bank by means of "Internet Bank" system in the form of electronic settlement document, including:

* the Client's (payer's) order to write off funds from his/her/its current account and transfer them to the recipient's account;
* order of the recipient of funds (recoverer) to write off funds from the payer's account and transfer them to the account specified by the recipient of funds (recoverer).

**Account Mode** – a list of transactions performed on the Account, established by the Bank Account Agreement on the basis of the Russian Federation laws, banking rules and customs of business turnover.

**Payment Order** – the Client's order to the Bank in the form approved by the Bank of Russia to transfer a certain amount of money to the recipient's account opened with the Bank or another credit institution.

**Payment Request** – an instruction in the form approved by the Bank of Russia containing the creditor's (payee's) request under the main contract to the debtor (payer) for the Bank to write off funds from the payer's bank account with the payer's consent (payer's acceptance).

**Collection Order** – an order compiled in the form approved by the Bank of Russia, on the basis of which funds are debited from the Client's Account and transferred to the bank account of the recipient (recoverer) of funds:

1. in cases of recovery of funds in accordance with the Russian Federation laws, including for the recovery of funds by the authorities performing control functions;
2. for recovery under the enforcement documents;
3. in cases stipulated by the Parties under the main agreement, provided that the Bank serving the Client is entitled to debit funds from the Client's Account.

**Account** – a settlement account in the currency of the Russian Federation, foreign currency, a special account opened for the Client by the Bank for banking operations, in the manner and on the terms and conditions provided for in the Agreement.

**Bank's Tariffs** – **"**Terms and Conditions and Fee Schedule for Banking Transactions and Other Services in Russian and Foreign Currencies for

Togliattikhimbank JSC Clients - Legal Entities and Individual Entrepreneurs" effective on the date of the Agreement and approved by the Bank.

**"Individual"** **Tariff** – Individual amount of the fee for transactions made on the Account, established by the Board of the Bank depending on the amount and nature of the Client's transactions (doubtful transactions, recognized as such by the Bank in accordance with the requirements of the Federal Law No. 115-FZ "On Anti-Money Laundering and Terrorism Financing", dated 07.08.201) on the Account.

**SMS Notification" Service** – a service of providing information in the form of a short message to a cellular phone number about the receipt and/or debiting of funds from the Client's account.

**Electronic Logbook** – a set of documents in electronic form, compiled using the Cards. E-journal documents are the basis for operations on accounts opened with credit institutions.

**Transaction Check (slip, receipt, check)** – a financial document issued by the service point to the Cardholder and confirming the receipt of goods, services or cash. Mandatory attributes of this document are: the Card number, the transaction amount, the Cardholder's signature.

# SUBJECT MATTER AND GENERAL PROVISIONS FOR THE AGREEMENT CONCLUSION

* 1. Under the Bank Account Agreement, the Bank shall accept and credit funds received on the Account opened by the Client (Account holder), execute the Client's orders for the transfer and withdrawal of the relevant amounts from the Account and perform other operations on the Account in accordance with the Account Mode established by the Russian Federation laws and banking regulations.
  2. This Agreement is standard for all Clients wishing to open a bank account with the Bank for entrepreneurial activities.
  3. The Bank Account Agreement between the Bank and the Client shall be concluded by the Client by acceding to the terms and conditions set forth in the Agreement as a whole in accordance with Article 428 of the Civil Code of the Russian Federation after the Client has submitted to the Bank a set of documents for opening an Account. The Agreement shall be deemed to have been concluded between the Parties from the date of opening of the Account to the Client and receipt of a written hard copy of the Application for Accession to the Agreement from the Client (its authorized representative) in the form set forth in Appendix No. 1.

Application for accession with the signature of an authorized employee of the Bank and specifying the number of the Agreement, the number of the Account opened for the Client, is a document confirming the fact of the Bank Account Agreement.

One copy of the Application for Accession shall remain with the Bank. The second copy of the Application for Accession shall be delivered to the Client.

* 1. – Removed (Order No. … dated 18.12.2017)
  2. Application for Accession shall be signed by the Client, its manager or the Client's representative in his/her own hand.

The Client's signing of the Application for Accession is his/her/its consent to accept and join the Agreement, and entails the obligation to strictly comply with the terms and conditions of the Agreement.

* 1. Publication of the Agreement:
     1. This Agreement shall be distributed:
        1. electronically:
* by copying the file containing the electronic image of the Agreement in text format located on the Bank's official website at: www.thbank.ru;
* by e-mail by sending a file containing an electronic image of the Agreement in text format. The file shall be sent at the Client's request.
  + - 1. in paper form - by the divisions of the Bank.
  1. The Client shall be obligated to contact the Bank on a daily basis on his/her/its own or through his/her/its authorized representatives, including the official website of the Bank on the Internet at [www.thbank.ru](http://www.thbank.ru/) to get information about the new edition, amendments and/or additions to the Agreement and/or the Tariffs.
  2. Information about the Bank:

Full corporate name:

Joint Stock Company Togliattikhimbank. Abbreviated corporate name:

Togliattikhimbank JSC.

INN (Taxpayer Identification Number) 6320007246, KPP (Registration Reason Code) 632001001, OGRN (Primary State Registration Number) 1026300001881, Correspondent account 30101810000000000838 in Togliatti Cash and Settlement Centre,

BIK (sort code) 043678838.

Location address:

96 Gorkogo St., Togliatti, Samara region, 445009. General licence No. 2507 of the Bank of Russia.

# TYPES OF ACCOUNTS OPENED UNDER A BANK ACCOUNT AGREEMENT

Accounts:

* 1. The Client can open the following bank accounts under the Bank Account Agreement
     1. Current account in the currency of the Russian Federation;
     2. Current account in the currency of the Russian Federation for settlements on transactions using

corporate Bank Cards;

* + 1. Current account in a foreign currency;
    2. Special bank account in the currency of the Russian Federation:
       1. Bank paying agent account;
       2. Paying agent account:
       3. Supplier account;
       4. Account for crediting the proceeds from the sale of the bankrupt Client's pledged property;
       5. the bankrupt Client's account to meet the claims of creditors in accordance with Article 113 and Article 125 of the Federal Law "On Insolvency (Bankruptcy)";
       6. the bankrupt Client's account, who is a developer, to finance the construction of an unfinished construction project.
    3. Account for reserving the remuneration of the bankruptcy trustee of the Client;
    4. the bankrupt Client's account for crediting deposits for the sale of the bankrupt Client's property.

# BANK ACCOUNT MODES

* 1. The following transactions **shall be performed on the settlement account in the currency of the Russian Federation:**
     1. acceptance and crediting of funds to the Account;
     2. execution of the Client's orders to transfer funds to the Account within the applicable forms of cashless payments by means of:
* debiting funds from the Client's Account and crediting of funds to the beneficiaries' bank accounts;
  + debiting funds from the Client's Account and disbursement of cash to the recipients-individuals;
  + write-off of funds from the Client's Account and increase the balance of electronic funds of the recipients of funds;
    1. Funds on the Client's Account shall be transferred by the Bank within the following forms of non-cash payments:
  + settlements by payment orders
  + letter of credit settlements
  + settlement by collection orders
  + settlements in the form of funds transfer at the request of the recipient of funds (direct debit);
  + settlements in the form of electronic funds transfer.
    1. performance of other cash and settlement transactions provided for by the applicable laws of the Russian Federation and banking rules.
  1. The following transactions **shall be made on the settlement account in the currency of the Russian Federation for settlements for transactions with the use of corporate Bank Cards:**
     1. acceptance and crediting of funds to the Account;
     2. execution of the Client's orders to transfer funds to the Account within the applicable forms of cashless payments by means of:
  + debiting funds from the Client's Account and crediting of funds to the beneficiaries' bank accounts;
  + debiting funds from the Client's Account and issuing cash in the currency of the Russian Federation to recipients – Cardholders for settlements related to business activities in the territory of the Russian Federation in accordance with the procedure established by the Bank of Russia, including payment of travel and entertainment expenses;
  + debiting the Client's Account and issuing cash in foreign currency outside the territory of the Russian Federation to recipients of funds – Cardholders – to pay for business trips and entertainment expenses;
    1. execution of other cash and settlement transactions provided by the current laws of the Russian Federation, banking rules and rules of Payment Systems, which Cards are issued by the Bank under this Agreement:
  + other operations in the currency of the Russian Federation in the territory of the Russian Federation, in relation to which the Russian Federation laws, including normative acts of the Bank of Russia does not establish a ban (limitation) on their performance;
  + payment of travel and entertainment expenses in foreign currency outside the territory of the Russian Federation;
  + other transactions in foreign currency in compliance with the requirements of the currency laws of the Russian Federation.
    1. Funds on the Client's Account shall be transferred by the Bank within the following forms of non-cash payments:
  + settlements by payment orders
  + letter of credit settlements
  + settlement by collection orders
  + settlements in the form of funds transfer at the request of the recipient of funds (direct debit);
  + settlements in the form of electronic funds transfer.
  1. The following operations **are performed on the current account in foreign currency:**
     1. acceptance and crediting of funds in foreign currency to the Account;
     2. execution of the Client's orders to transfer funds to the Account within the applicable international forms of cashless payments by means of:
  + debiting funds from the Client's Account and crediting of funds to the beneficiaries' bank accounts;
  + debiting funds from the Client's Account and disbursement of cash to the recipients-individuals;
    1. the Bank shall transfer funds on the Client's Account within international forms of non-cash settlements stipulated by the current laws of the Russian Federation, international banking rules.
    2. execution of other cash and settlement transactions provided for by the applicable laws of the Russian Federation and international banking rules.
  1. **The following transactions shall be carried out on a special bank account of a bank payment agent in the currency of the Russian Federation** when the latter carries out activities to receive payments from individuals in the capacity of a bank payment agent in accordance with the regime established by clause 5 of Article 14.5 of Federal Law No. 161-FZ dated 27.06.2011 "On the National Payment System":
     1. crediting of cash received from individuals;
     2. crediting of cash debited from another special bank account of the paying bank agent (sub-agent);
     3. debiting of bank accounts.

No other transactions shall be made on the [special bank account](consultantplus://offline/ref%3D9ADA87955DB8F9C9FB6B9CFFA2A92D28D6AE0CB257CA4B0CADFFC71AEB8AD26A8B95FF4BD0F3165EPFq3K) of the paying agent.

* 1. **The following transactions shall be carried out on a special bank account of a payment agent in the currency of the Russian Federation** when the latter carries out activities to receive payments from individuals as a payment agent in accordance with the regime established by Article 4 of Federal Law No. 103-FZ of June 03, 2009 "On Activities to Receive Payments from Individuals Carried Out by Paying Agents":
     1. crediting the account with cash accepted by the Client from individuals;
     2. crediting of cash debited from another special bank account of the paying

agent;

* + 1. debiting a special bank account of the paying agent or supplier; 4.5.4. debiting of bank accounts.

No other transactions may be carried out on the paying agent's special bank account.

* 1. **The following transactions shall be carried out on a supplier's special bank account in the currency of the Russian Federation** when the supplier receives funds from individuals for goods sold (work performed, services provided) or as a payment for residential premises and utilities or as a payment for performing functions established by the Russian Federation laws in accordance with the regime stipulated by Article 4

of Federal Law No. 103-FZ dated June 03, 2009 "On Payment Acceptance Activities of Paying Agents of Individuals:

* + 1. crediting of cash debited from another special bank account of the paying

agent;

* + 1. debiting of bank accounts.
    2. No other transactions may be carried out on the paying agent's special bank

account.

* + 1. A special bank account shall be opened, provided that the Client has a current account with the Bank.

No other transactions may be carried out on the paying agent's special bank account.

* 1. **The following transactions shall be carried out on a special bank account of a bankrupt Client in the currency of the Russian Federation** opened in accordance with the provisions of Article 138 of Federal Law No. 127-FZ dated 26.10.2002 "On Insolvency (Bankruptcy)":
     1. acceptance and crediting to the account of a portion of the funds in the amount of 20 or 30 percent of the proceeds from the sale of the Client's property that is the subject of the pledge;
     2. execution of the Client's orders for the transfer or withdrawal of funds from the account only for the purpose of settlement of claims:

а) creditors of the first priority – citizens, before whom the Client is responsible for causing harm to life or health, or for compensation for moral harm;

b) creditors of the second priority – persons who worked or works under an employment contract – on payment of severance pay and labor remuneration, and the authors of the results of intellectual activity – on payment of their remuneration in case of insufficiency of other property of the Client for repayment of the claims specified in subclauses a) and b),

and if there are no claims from first- and/or second-priority creditors, or their claims have been settled in full – for repayment of:

c) part of the secured creditor's claims outstanding from the value of the collateral due to retention of part of the value to meet the claims of first- and second-priority creditors pursuant to Clauses 1 and 2, Article 138, Federal Law No. 127-FZ dated 26.10.2002 "On Insolvency (Bankruptcy)",<consultantplus://offline/ref%3DC603038408DD425590C0444AF5EDFF2AC0993C311386F6516DA3D4B3EB0A162EAAC5D89A3CBD206C32W1M><consultantplus://offline/ref%3DC603038408DD425590C0444AF5EDFF2AC0993C311386F6516DA3D4B3EB0A162EAAC5D89A3CBD206C32WEM>

as well as for:

d) payment of court costs;

e) payment of remuneration to the bankruptcy trustee;

f) payment for the services of persons engaged by the court-appointed trustee in order to ensure the performance of the duties imposed on him.

No other transactions may be carried out on this special bank account of the bankrupt Client.

* 1. **The following transactions shall be carried out on the bank account of the bankrupt Client in the currency of the Russian Federation** intended for the reservation of the bankruptcy trustee's remuneration in accordance with the regime set out in clause 6 of Article 142 of Federal Law No. 127-FZ dated 26.10.2002 "On Insolvency (Bankruptcy)", clause 13.2 of the Ruling of the Plenum of the Supreme Arbitration Court of the Russian Federation

No. 97 dated 25.12.2013 "On Certain Issues Related to the Remuneration of a Bankruptcy Trustee in Bankruptcy":

* + 1. acceptance and crediting to the Account of funds reserved as interest payment on the remuneration of the bankruptcy trustee under Article 20.6 of Federal Law No. 127-FZ dated 26.10.2002 "On Insolvency (Bankruptcy)";
    2. debiting funds from the Client's Account for the purpose of transferring it to the bank accounts of the trustee in bankruptcy or the bankrupt Client's main account;
    3. withdrawal of cash from the Account;

No other transactions may be carried out on this special bank account of the bankrupt Client.

* 1. **The following transactions shall be carried out on a special bank account of the bankrupt Client in the currency of the Russian Federation,**

opened to satisfy the claims of creditors in accordance with Article 113 and Article 125 of Federal Law No. 127-FZ dated 26.10.2002

"On Insolvency (Bankruptcy)":

* + 1. acceptance and crediting of funds into the Account from the person(s) satisfying the creditors' claims as specified in the arbitral tribunal's ruling;
    2. debiting funds from the Account by order of the arbitration (external, bankruptcy) manager for their transfer to the bank accounts of creditors included in the register of creditors' claims.

No other transactions may be carried out on this special account of the bankrupt Client.

* 1. **The following transactions shall be carried out on the bank account of the bankrupt Client in the currency of the Russian Federation** opened to credit the deposits transferred by bidders for the sale of the bankrupt Client's property in accordance with clause 40.2 of the Ruling of the Plenum of the Supreme Arbitration Court of the Russian Federation No. 37 dated 06.06.2014:
     1. Crediting the Account with the amounts of deposits transferred by the bidders on the sale of the Client's bankruptcy property;
     2. Debiting of funds from the Account and their transfer to the main Account of the Client-bankrupt in case the person who paid the deposit enters into a contract of sale of the property of the Client-bankrupt;
     3. Debiting of funds from the Account and their transfer to the main Account of the Client-bankrupt in the presence of other grounds, stipulated by the current laws of the Russian Federation, for leaving the deposit to the Client-bankrupt;
     4. Debiting of funds from the Account and their transfer to the person who paid the deposit, but did not win the auction for the sale of the bankrupt Client's property, for the repayment of his/her/its claims for the return of the deposit.

No other transactions may be carried out on this special account of the bankrupt Client.

* 1. **The following transactions shall be carried out on a special bank account in the currency of the Russian Federation for the bankrupt Client who is a developer, to finance the construction of an unfinished construction project,** opened in accordance with Article 201.8-2 of Federal Law No. 127-FZ dated 26.10.2002 "On Insolvency (Bankruptcy)":
     1. Crediting of funds received from persons who are investors in this bankruptcy case of the Client-developer; attracted as a loan to finance the construction of an unfinished construction project; received from persons who are participants of share construction of an unfinished construction project, on account of their unfulfilled obligations under the contract of participation in share construction;
     2. Write-off **with the consent** of the arbitration manager (during supervision and financial rehabilitation) or **by order** of the arbitration manager (in case of termination of the powers of the head of the developer during any procedure used in the bankruptcy case) only for the purpose of making settlements on the obligations of the developer in accordance with the objectives, provided for by [Article 18](consultantplus://offline/ref%3D7C098921B482D3FC3CFCD8D78B09D850AA89BA0D0584BF3E75FD1B355A4090C4353E22A0ECD886F3QBD6H) of Federal Law No. 214-FZ dated 30 December 2004 "On Participation in the Shared Construction of Apartment Buildings and Other Real Estate Objects and on Amendments to Certain Legislative Acts of the Russian Federation" (hereinafter referred to as Federal Law No. 214–FZ dated 30 December 2004), namely:

1. construction (creation) of one or more apartment buildings and (or) other real estate facilities, which include shared construction facilities, in accordance with the project documentation, provided that the construction (creation) of the said apartment buildings and (or) other real estate facilities is carried out within the limits of a single construction permit;
2. payment of rent for the land plots on which the construction (creation) of apartment buildings and/or other real estate facilities specified in [clause 1](#_bookmark0) of this section is being carried out;
3. preparation of design documentation and engineering surveys for the construction (creation) of apartment buildings and/or other real estate objects specified in [Clause 1](#_bookmark0) of this Part, as well as expert evaluation of design documentation and results of engineering surveys, state environmental expert evaluation in cases where the requirement for mandatory such expert evaluations is established by federal laws;
4. construction, reconstruction within the boundaries of the land plot, the right holder of which is a developer, of engineering and technical support networks necessary for connection (technological connection) of apartment buildings and (or) other real estate objects specified in [Clause 1](#_bookmark0) of this Part to these engineering and technical support networks, if this is provided for by the relevant project documentation;
5. payment for connection (technological connection) of apartment buildings and (or) other real estate objects to engineering networks specified in [Clause 1](#_bookmark0) of this Part;
6. payments under an agreement on development of the territory for the purpose of construction of economy-class housing concluded in accordance with the laws on town-planning activities and related to its execution, if the construction of economy-class housing under this agreement is carried out with the involvement of funds of share construction participants;
7. payments under an agreement on development of a built-up area concluded in accordance with the legislation on city planning, if construction (erection) of apartment buildings and/or other real estate facilities specified in [Clause 1](#_bookmark0) of this Part is carried out on land plots provided to the developer under such agreement and located within the boundaries of such built-up area, taking into account requirements of [Article 18.1](consultantplus://offline/ref%3DC9C702E1DDACB881A5F3DED15956948E558C23D8947D3C6634BF33CD6F8719275A1BAB814BWBF1H) of Federal Law No. 214-FZ dated 30.12.2004;
8. payments under the agreement on integrated development of the territory concluded in accordance with the Russian Federation laws on urban development, including for the construction of economy-class housing, the agreement on integrated development of the territory on the initiative of copyright holders, the agreement on integrated development of the territory on the initiative of local governments, if the construction (creation) of the apartment buildings specified in [Clause 1](#_bookmark0) of this Part houses and (or) other real estate objects are carried out in accordance with these agreements, taking into account the requirements of [Article 18.1](consultantplus://offline/ref%3DC9C702E1DDACB881A5F3DED15956948E558C23D8947D3C6634BF33CD6F8719275A1BAB814BWBF1H) of the Federal Law dated 30.12.2004 No. 214-FZ;
9. preparation of documentation on the planning of the territory, construction and (or) reconstruction of engineering and technical infrastructure facilities, social infrastructure facilities intended for the placement of preschool institutions, general education schools, polyclinics, and transport infrastructure facilities (roads, sidewalks, bicycle paths) in the case of gratuitous transfer of transport infrastructure facilities to the state or municipal property, if the construction (creation) of apartment buildings and (or) other real estate objects specified in [Clause 1](#_bookmark0) of this Part is carried out in other cases not specified in [clauses 6](#_bookmark1) - [8](#_bookmark3) of this Part, taking into account the requirements of [Article 18.1](consultantplus://offline/ref%3DC9C702E1DDACB881A5F3DED15956948E558C23D8947D3C6634BF33CD6F8719275A1BAB814BWBF1H) of the Federal Law dated 30.12.2004 No. 214-FZ;
10. payment of interest and repayment of the principal amount of debt on special-purpose credits for construction (creation) of apartment buildings and (or) other real estate objects specified in [clause 1](#_bookmark0) of this part, as well as construction (creation) of other real estate objects in cases specified in [clauses 7](#_bookmark2) - [9](#_bookmark4) of this part, taking into account requirements of [Article 18.1](consultantplus://offline/ref%3DC9C702E1DDACB881A5F3DED15956948E558C23D8947D3C6634BF33CD6F8719275A1BAB814BWBF1H) of the Federal Law dated 30.12.2004 No. 214-FZ;
11. payments associated with the state registration of contracts of participation in shared construction;
12. placement of temporarily free funds on deposit in a bank account opened in an authorized bank;
13. payment for the services of an authorized bank for transactions with funds in the developer's current account;
14. payment of taxes, fees and other mandatory contributions paid to the budget of the appropriate level of the budgetary system of the Russian Federation and (or) state extra-budgetary funds in the manner and on the terms determined by the Russian Federation laws, including fines, penalties and other sanctions for non-fulfillment or improper fulfillment of the obligation to pay taxes, fees and other mandatory contributions to the budget of the appropriate level of the budgetary system of the Russian Federation and (or) state extra-budgetary funds, as well as administrative fines and fines established by criminal law;
15. payment of mandatory deductions (contributions) to the compensation fund;
16. repayment to the equity construction participant of the funds paid by him on account of the contract price as well as interest on this amount for the use of the said funds in cases envisaged by [Article 9](consultantplus://offline/ref%3DC9C702E1DDACB881A5F3DED15956948E558C23D8947D3C6634BF33CD6F8719275A1BAB824CB40982WAF2H) of Federal Law No. 214-FZ dated 30.12.2004;
17. payment of labor subject to simultaneous payment of the appropriate taxes, insurance contributions to the Pension Fund of the Russian Federation, the Social Insurance Fund of the Russian Federation, and the Federal Compulsory Medical Insurance Fund;
18. payment for the services of a commercial organization performing the functions of the sole executive body of the developer;
19. monetary payments related to the provision of guarantees and compensations to employees provided for by the Labor Code of the Russian Federation;<consultantplus://offline/ref%3DC9C702E1DDACB881A5F3DED15956948E558621D9997E3C6634BF33CD6FW8F7H>
20. payment of other expenses, including expenses for advertising, utilities, communication services, costs associated with the lease of non-residential premises in order to ensure the developer's activities, including accommodation of the management bodies and employees of the developer, as well as their workplaces and office equipment.

Execution of other transactions on this special account of the bankrupt Client, who is a developer, as well as the debiting funds from this special bank account to repay other obligations of the bankrupt Client, who is a developer, or the obligations of the trustee in bankruptcy or persons who satisfy the claims of creditors, is not allowed.

# PROCEDURE FOR OPENING AND MAINTAINING AN ACCOUNT

* 1. **Account opening procedure:**
     1. The Account is opened for the Client under the application form issued by the Bank and the attached Set of Account Opening Documents submitted by the Client prior to the opening of the Account.
     2. The Bank shall open an Account for the Client in the relevant currency in the manner prescribed by the Agreement. The number of accounts in the relevant currency opened by the Client to the Bank under the Agreement is not limited, unless otherwise expressly provided by the Russian Federation laws.

When opening an Account in a foreign currency, a transit currency account in the respective currency is opened for the Client who is a resident of the Russian Federation at the same time.

* + 1. The corporate Client hereby represents and warrants to the Bank that as of the date of the Agreement and the opening of any Account under the Agreement:
* the conclusion of the Agreement and the execution of its terms and conditions, including the opening of any Account under the Agreement, will not violate or lead to the violation of the constituent and other documents of the Client and/or any provision of the Russian Federation laws *(for residents of Russia);*
* the conclusion of the Agreement and its execution, including the opening of any account under the Agreement, will not breach and will not result in a breach of the Client's constituent and other documents and/or any provision of the laws of the Russian Federation and the laws of the Client's country of registration *(for non-residents of the Russian Federation)*.
  1. **Account maintenance procedure:**
     1. Servicing of the Client is carried out strictly at the Operational Time in accordance with the working hours of the Bank.

The Bank's operation mode is indicated by posting the relevant notice on the information boards in the operating rooms or in any other way established by the Bank. The Bank's operation mode may be changed for technical or other reasons, as well as in connection with holidays.

* + 1. The Bank shall transfer funds on the Client's Account opened in the currency of the Russian Federation within the following forms of non-cash settlements:
* settlements by payment orders;
* letter of credit settlements;
* settlement by collection orders;
* settlements in the form of funds transfer at the request of the recipient of funds (direct debit);
* settlements in the form of electronic funds transfer.
  + 1. the Bank shall transfer funds on the Client's Account opened in a foreign currency within international forms of non-cash settlements stipulated by the current laws of the Russian Federation and international banking regulations.
    2. When the Client uses the **form of settlement in the form of a bank transfer**, the Bank shall transfer funds on the Client's Account opened in a foreign currency only upon the Client's order after accepting the settlement (payment) documents within the following terms:
       1. **in US dollars and euros:**
* with the "next business day" value date from the date of acceptance of the settlement (payment) document indicating "normal" priority (mark "normal" at the top of the transfer application);
* with the "current business day" value date from the date of acceptance of the settlement (payment) document with priority "urgent" (mark "urgent" at the top of the transfer application).
  + - 1. **in any other foreign currency:**
* with the "second business day" value date after the date of acceptance of the payment document.
  + - 1. payment documents are deemed to be accepted by the Bank on the due date "today" if they are received before 2 p.m. Moscow time. Payment documents received later than the specified time are considered accepted by the deadline "next business day". The opening hours for payment documents on Fridays and public holidays are shortened by one hour respectively;
    1. When using **other forms of settlement (letter of credit, collection)**, the transfer of funds from the Client's Account opened in a foreign currency is carried out within the terms established by international banking practice and the International Rules for Letters of Credit and Collections.
    2. The terms of execution of payments with conversion of the Account currency into the currency of payment may differ from the terms specified in sub-clauses 5.2.4.1 to 5.2.4.2 of this Agreement due to the need to secure the relevant currency position.
    3. The Bank shall carry out transactions on the Client's account on the basis of duly executed settlement (payment) documents submitted in hard copy or, if the Client uses the "iBank 2" System – in electronic form prepared in accordance with the Russian Federation laws, including the currency laws, regulatory acts of the Bank of Russia.

Settlement (payment) documents and documents for cash transactions shall be accepted in the Bank's Operational Time from the Client or the Client's authorised representative acting on the basis of constituent documents or power of attorney, with mandatory verification of compliance of the form and content with requirements of regulatory acts of the Bank of Russia, as well as compliance of the Client's and/or Client's authorised person(s)' signatures on such documents with signatures in the signature and seal sample card.

* + 1. A settlement document received by the Bank from the Client shall be deemed signed by the Client's authorised persons and the Bank's actions to execute it shall be lawful if a simple visual comparison of signatures of persons and seal impression (if any) on the settlement document allows establishing their similarity in appearance with signatures of authorised persons and seal impression of the Client (if any) contained in the signature and seal card (if the Client is not served via the "iBank 2" System) submitted to the Bank.
    2. The Bank's obligations towards the Client under settlement documents shall be deemed fulfilled at the moment the relevant amounts are debited from the Bank's correspondent account (when making transfers to accounts opened with other credit institutions) or the moment they are credited to the beneficiary's account opened with Bank (when making transfers to accounts opened with Bank).
    3. The funds received shall be credited to the Client's account opened in the currency of the Russian Federation no later than the day following the day on which the relevant settlement (payment) document is received by the Bank.
    4. Crediting to the Client's Account opened in a foreign currency of the received funds shall be carried out within the following terms:
* to the transit account – on the day of receipt by the Bank of the settlement (payment) document;
* to the Account – on the day when the Client submits the relevant order on the transit account.
  + 1. When the Client carries out currency transactions in the cases established by the Bank of Russia, simultaneously with the duly executed settlement (payment) document(s) the copy(s) of the document(s) which is (are) the basis for the currency transaction in accordance with the Federal Law "On Currency Regulation and Currency Control" shall be submitted to the Bank.
    2. Statements of Account and settlement (payment) documents shall be issued during the Operational Time of the Bank to the Client or the Client's authorized representative no later than the day following the day of the Account transaction.
    3. The Account transactions and the balance shall be deemed confirmed by the Client if the Client has not submitted to Bank a written application indicating the amounts credited and/or debited by mistake within 10 (ten) calendar days of receipt of the Account statement.
    4. The Bank shall only transfer funds from the Account at the Client's order within the limits of the Account balance. Unless otherwise stipulated by law, funds transfers from the Account, including those under the Client's settlement (payment) documents, shall be carried out for a fee in accordance with the Bank's Tariffs.

Funds shall be debited from the account in the order of priority established by the Russian Federation laws.

The routing of the Client's non-cash payments is determined by the Bank itself.

Settlement (payment) documents in the currency of the Russian Federation shall be accepted by the Bank for execution regardless of their amount.

If there are insufficient funds in the Client's Account in the currency of the Russian Federation to fully pay for a settlement document submitted to the Account, including the Client's settlement (payment) document, the settlement (payment) document shall be placed in the Queue and executed in the order of priority established by the Russian Federation laws.

If there are insufficient funds in the Client's Account in a foreign currency to pay the Client's settlement (payment) document in full, only the settlement (payment) documents stipulated by law, the Agreement or a separate agreement between Bank and Client shall be accepted by Bank for execution and placed in the Queue.

* + 1. If the Bank makes payments from the Client's Account despite the lack of funds (in the case of overdraft on the Account opened for the Bank Card settlements), the Bank is considered to have granted the Client a loan for the relevant amount from the date of such payment. Transactions on the granting of credit are reflected in the loan account of the Client.

In this case, the amounts transferred to the Client's Account shall be sent regardless of the purpose of the payment specified in the payment document, in the following order:

* for reimbursement of the overdraft fee (interest) on the Account;
* for repayment of the overdraft debt.

Payment of interest is not made in advance.

* 1. **The order of cash transactions:**
     1. The Bank shall provide cash services to the Client in accordance with the Russian Federation laws, regulatory acts of the Bank of Russia and this Agreement.
     2. The Bank shall issue cash to the Client for the payment of wages, business expenses and other purposes in accordance with the Russian Federation laws.
     3. Cash from the Client for crediting to the Account shall be accepted in accordance with the procedure stipulated by the Russian Federation laws and the regulations of the Bank of Russia.

# RIGHTS AND OBLIGATIONS OF THE BANK

**The Bank shall:**

* 1. Open an Account for the Client based on the documents submitted to the Bank and executed in accordance with the regulatory acts of the Central Bank of the Russian Federation.
  2. Comply with the procedure for accepting the Client's orders as set forth in the Bank's regulations and communicate this procedure to the Clients by posting information about it at the Client service locations and on the Bank's website [www.thbank.ru](http://www.thbank.ru/) on the Internet.
  3. Make payments and settlements within the balance of funds on the Client's Account at the beginning of the operational day.
  4. Transfer funds from the Client's Account within the terms established by the Russian Federation laws, and write off funds from the Account no later than the day following the day of receipt of a duly executed settlement (payment) document by the Bank, only by order of the Client, except as required by Russian laws and the banking rules.
  5. Credit the funds to the Client's Account opened in the currency of the Russian Federation no later than the day following the day of receipt by the Bank of the settlement (payment) document containing a full list of details of the payment.
  6. Credit funds to the Client's Account opened in foreign currency within the terms specified in clause 5.2.11 of the Agreement.
  7. Disburse cash from the Account no later than the day following the day the Bank accepted for execution the document for cash transactions.
  8. When the Client uses the form of payment requests and collection orders:
     1. deliver (including via postal service) collection orders/payment requests received from the Client to the bank servicing the payer of the funds within a reasonable time and manner determined by the Bank on the basis of the Client's interests;
     2. inform the Client about the receipt of notifications from the bank serving the payer of funds about the filing of collection orders/payment requirements accepted by it in the order and terms established by clause 5.2.13 of the Agreement.
     3. hand over to the Client the last copies of the payment requests accepted by the Bank pursuant to the procedure and within the deadlines set out in clause 5.2.13. of the Agreement as a notice of acceptance;
     4. hand over to the Client the Client's payment requests received from the bank servicing the payer of funds, for which the payer's consent for acceptance has not been received, and/or applications for full or partial rejection of the Client's payment requests in accordance with the procedure and within the terms set out in clause 5.2.13 of the Agreement.
  9. Accept cash proceeds from the Client for crediting to the Account in accordance with the current regulations of the Bank of Russia and the schedule established by the Bank.
  10. Provide the Client with forms of the following documents: checkbooks, cash deposit notices.
  11. Recalculate funds upon acceptance into the Client's Account.
  12. Issue statements of transactions on the Account on the next business day after the transaction on the Account.

At the Client's written request, to disclose the Account balance by telephone, with the risk of disclosure of such information being borne by the Client.

* 1. Issue statements to the Client or third parties upon the Client's written instruction regarding the Account, the Account balance and the transactions carried out.
  2. In the event of changes in the Bank's Tariffs, notify the Client at least 10 working days prior to the introduction of the new Bank's Tariffs, and if the Individual Bank's Tariffs is applied to the Client – not later than the day following the day on which the Bank's Management Board adopted its decision to do so.
  3. Ensure the confidentiality of information about the Client's business activities and guarantee the secrecy of transactions carried out on the Client's Account, provide information constituting banking secrecy only to the Client himself or his authorised representatives, and in the cases and in the manner prescribed by the laws of the Russian Federation – to the state authorities and their officials.
  4. Advise the Client on the legislation on settlements, banking technology, the rules of document flow and other issues related to cash management services.
  5. Upon termination of this Agreement and closure of the Client's Account – to issue the balance of the funds or transfer them to another account within seven (7) days of receipt of the Client's written application.
  6. In addition, when opening a Card Account for the Client:
     1. Make Cards and PIN-envelopes for the Client's employees specified in the list within 5 (five) working days from the date of opening of the Client's Card Account, subject to receipt by the Bank from the Client the documents specified in clause 7.25.1 of the Agreement.
     2. Notify the Client of the date of the report on the Cards. On a monthly basis, provide the Client's responsible person with the Card Account Report and the Holder's Card Reports on paper or, if agreed with the Client, electronically.
     3. Notify the Client within 10 working days of discovering inaccuracies or inconsistencies in the documents submitted by the Client as specified in clause 7.25.1 hereof.
     4. Notify the Client within 3 working days on the return of the Card by the Cardholder, if the Cardholder has independently surrendered the Card to the Bank.
     5. Accrue interest on the balance of funds on the Client's Card Account in accordance with the Tariffs.

**The Bank has the right to:**

* 1. Refuse to issue cash from the Account to the Client in case of untimely submission of an application for their receipt, as well as in case of untimely submission of supporting documents which are the basis for the cash transaction.
  2. Unilaterally:
     1. make changes to this Agreement in the manner provided for in Section 12;
     2. to introduce and change the Bank's Tariffs for the services provided to maintain the Client's Account, as well as to set individual commission rates for cash management services to the Client, depending on the nature and volume of transactions performed by the Client on the Account.
  3. To write off funds from the Client's Account without the Client's order in the cases of:
     1. recovery of funds in accordance with the Russian Federation laws, including for the recovery of funds by the authorities performing control functions;
     2. recovery under the enforcement documents;
     3. in cases stipulated in agreements concluded by the Client with his/her/its counterparties, provided that a supplementary agreement to this Agreement is concluded with the Bank and information on the creditor (recipient of funds), which has the right to issue collection orders for debiting the Client's Account, the name of goods, works or services for which payments will be made, and the date, number and paragraph of the agreement, which provides for the right of the creditor to debit funds from the Client's Account, is specified therein;
     4. on account of the indebtedness (principal, interest, penalties) under any of the Client's obligations to the Bank arising from loan agreements and/or surety agreements and/or bank guarantee agreements or other agreements concluded between the Client and the Bank, as well as on account of payment of commission fees for services provided to the Client, on account of payment of the penalty provided for in this Agreement, as well as on account of compensation for the Bank's expenses for the delivery of settlement documents.
  4. Refuse the Client to accept settlement (payment) documents and documents for cash transactions and/or Account transactions in cases stipulated by the Russian Federation laws, if the Bank of Russia requirements for their execution are violated.
  5. Request from the Client any documents (copies of agreements, invoices, delivery notes, etc.) and information (data) necessary to verify the compliance of transactions performed on the Client's Account with the applicable laws of the Russian Federation, as well as other documents (data) to ensure compliance with the applicable laws of the Russian Federation by Bank itself, including but not limited to:
     1. Documents confirming the financial condition:
        1. If the Client is a legal entity:

а) certificate of the taxpayer's (payer of fees, tax agent's) fulfillment of obligation to pay taxes, fees, penalties, fines, issued by the tax authority,

or

b) copies of annual financial statements (balance sheet, statement of financial results with or without the tax authority's mark of acceptance with attachment either a copy of the receipt of sending a registered letter with the list of attachments (if sent by mail), or a copy of confirmation of sending in hard copy (if sent electronically);

or

c) copies of annual financial statements (balance sheet, statement of financial results with or without the tax authority's mark of acceptance with attachment either a copy of the receipt of sending a registered letter with the list of attachments (if sent by mail), or a copy of confirmation of sending in hard copy (if sent electronically), and a copy of the auditor's report on the annual report for

the previous year confirming the accuracy of the financial (accounting) statements and compliance of the accounting procedures with the Russian Federation laws;

or

d) copies of the annual (or quarterly) tax returns (UTII return, simplified tax return, income tax return, unified (simplified) tax return) with or without the tax authority's endorsement, attaching either a copy of the registered mailing receipt with the list of attachments (if sent by post), or a copy of the hardcopy confirmation (if sent electronically);

or

e) certificate of the taxpayer's (payer of fees, tax agent's) fulfilment of obligation to pay taxes, fees, penalties, fines, issued by the tax authority and information on the absence of insolvency (bankruptcy) proceedings against the legal entity, enacted judicial decisions to declare it insolvent (bankrupt), liquidation procedures as of the date of documents submission to the credit institution;

or

f) data on the rating of a legal entity posted on the Internet on the websites of international rating agencies (Standard & Poor's, Fitch-Ratings, Moody's Investors Service and others) and national rating agencies.

g) Goodwill documents:

* references (in any written form, if obtainable) about the legal entity of other clients of the Bank that have business relations with it; or
* references (in any written form, if available) from other credit institutions with which the legal entity was previously serviced, with information from these credit institutions on the assessment of the legal entity's business reputation);
  + - 1. If the Client is an individual entrepreneur:
         1. Documents confirming the financial condition:

а) certificate of the taxpayer's (payer of fees, tax agent's) fulfillment of obligation to pay taxes, fees, penalties, fines, issued by the tax authority;

or

b) copies of the annual (or quarterly) tax returns (UTII return, simplified tax return, unified (simplified) tax return) with or without the tax authority's endorsement, attaching either a copy of the registered mailing receipt with the list of attachments (if sent by post), or a copy of the hardcopy confirmation (if sent electronically);

or

c) certificate of the taxpayer's (payer of fees, tax agent's) fulfilment of obligation to pay taxes, fees, penalties, fines, issued by the tax authority and information on the absence of insolvency (bankruptcy) proceedings against an individual entrepreneur, enacted judicial decisions to declare it insolvent (bankrupt), liquidation procedures as of the date of documents submission to the Bank;

d) Goodwill documents:

* references (in any written form, if obtainable) about the individual entrepreneur of other clients of the Bank that have business relations with it; or
* references (in any written form, if available) from other credit institutions with which the individual entrepreneur was previously serviced, with information from these credit institutions on the assessment of such individual entrepreneur's business reputation);
  1. Suspend debit transactions on the Client's Account in the cases and for the period specified in Clause 10 of Article 7 of the Federal Law No. 115-83 dated 07.08.2001 "On Anti-Money Laundering and Counter-Terrorist Financing".
  2. Refuse to execute the Client's order to perform a transaction, except for transactions for crediting funds received to the Client's Account, for which the documents necessary for recording information are not provided in accordance with the provisions of Federal Law No. 115-83 dated 07.08.2001 "On Anti-Money Laundering and Counter-Terrorist Financing", and also if, as a result of the implementation of the internal control rules in force at the Bank in order to counteract the legalization (laundering) of proceeds from crime and financing terrorism, employees of the Bank have suspicions that the operation is being carried out for the purpose of legalizing (laundering) proceeds from crime or financing terrorism.
  3. Terminate the Bank Account Agreement with the Client in case of two or more decisions to refuse to execute the Client's transaction order within a calendar year on the basis of clause<consultantplus://offline/ref%3DB2E959DBEC84AC3A18CD34F4F7A52E9D90C064E1248836308899EF4F4E1711C2868793369C6049CBo5D9F>

6.25 of this Agreement.

* 1. To transfer funds from the transit currency account to the Client's Account opened in foreign currency without the Client's order before expiration of 15 (fifteen) business days from the date of crediting of the foreign currency to the transit currency account, if the Bank can identify the funds received on the Client's transit currency account and fill in the currency transactions statement.
  2. When opening a second and subsequent Accounts for the Client – to request from the Client the documents necessary to update the Client's information submitted earlier and contained in the Client's legal file.
  3. At least once a year – to request from the Client a written confirmation about the absence of changes in the constituent and other documents and information previously submitted to the Bank.
  4. If the rights of persons to dispose of the Account are not settled or if the Bank has doubts about the rights of persons to dispose of the Account (including when several persons claim rights to dispose of funds in the Account), the Bank shall restrict the Client's right to carry out debit transactions in whole or in part in order to prevent unauthorised persons from disposing of the funds in the Client's Account. In this case, the restrictions on withdrawal transactions may be lifted by the Bank only after the Client provides documents that the Bank considers sufficient to resolve all contradictions and doubts.
  5. As a currency control agent – to control the Client's compliance with the requirements of the currency laws of the Russian Federation and the acts of the currency control authorities and to require the Client to provide documents and other information necessary for currency control.
  6. Not to accept the Client's foreign economic contracts for settlement services, as well as to refuse to make an outgoing payment under the Client's foreign economic contract if the criteria and attributes of unusual operations and transactions specified in the documents of the Bank of Russia are available in respect of such Client or its operations and transactions, or if other attributes of operations and transactions that pose reputational risks to the Bank are present.
  7. Restrict and suspend the Client's use of the "iBank 2" System in cases where the Bank identifies signs of unusual transactions and deals in the Client's activities, improper fulfilment of the Client's obligations under the Agreement, including the failure to submit documents and information upon the Bank's request, with at least 2 working days prior notice to the Client by e-mail.

If the Bank restricts or suspends the Client's use of the "Internet Bank" System in terms of Account management, the Client shall manage the Account by submitting to the Bank paper orders prepared and submitted to the Bank in accordance with Russian law, regulations of the Bank of Russia, the terms of the Agreement and tariffs.

* 1. In addition, when opening a Card Account for the Client:
     1. Refuse to issue or re-issue the Bank Card to the Client's employee.
     2. Set limits on receipt of cash on Cards in third-party banks in accordance with the Rules of Payment Systems, notifying the Client in writing.
     3. Block and/or suspend the Bank Cards in case of non-fulfillment or improper fulfillment of the conditions of this Agreement by the Client and charge a fee for this in accordance with the Tariffs.
     4. In the event of an overdraft on the Card Account – open a loan account for the Client and charge interest (fees) on the amount owed from the date of formation of the debt on the loan account (inclusive) to the date of repayment of the debt (not including this date) at the rate set by Bank's Tariffs.
     5. Block and/or suspend the Cards due to the Cardholder's overdrawn funds in excess of the established limit or in case of other actions related to the use of the Bank Card and causing damage to the Bank.
     6. Re-issue the Bank Card upon the expiration of its validity, if the Client has not notified the Bank in writing 45 calendar days prior to the expiration date of the Card about the refusal to use the Card.
     7. Convert the amounts of transactions on the Cards to the currency of the Card Account at the rate of the Bank on the day of processing the transactions, which may not coincide with the day of the transactions. The resulting exchange rate difference cannot be the subject of a claim on the part of the Client.
     8. Demand that the Client submit documents on settlement transactions conducted with the use of the Cards to monitor their compliance with the current laws of the Russian Federation.
     9. Based on the payment documents received by the Bank, to debit from the Client's Card Account:
* the sums of transactions made on the Cards until the day of submission of the Cards to the Bank (inclusive), including the fee for the Bank's services provided for by the Tariffs;
* amounts related to the provision of additional services by the Bank to the Holders in accordance with the Terms and Conditions of the Payment Systems;
* the amounts actually incurred by the Bank for the receipt of documents confirming the transaction for which the Holder's claim has been documented as unfounded;
* amounts of transactions made in violation of this Agreement, amounts related to the prevention and investigation of the illegal use of the Cards, as well as the Bank's service fees for the said transactions.

# RIGHTS AND OBLIGATIONS OF THE CLIENT

**The Client shall:**

* 1. Dispose of funds on the Account with the Bank within the Account balance in accordance with the Russian Federation laws, including the currency legislation governing the procedure for settlement and cash transactions in the currency of the Russian Federation, in foreign currency.
  2. Pay (ensure the possibility of payment by maintaining in the Account the necessary balance of funds, the amount of which is not a security of other obligations of the Client and is not under arrest or other restriction) the Bank's services in accordance with the Bank's Tariffs or the Individual Tariff set by the Bank in due time and in full amount;
  3. Reimburse the Bank for expenses charged by third-party banks on the Bank's operations carried out on the basis of the Client's order.
  4. In the absence of funds in the Account, pay for the Bank's services and reimburse the Bank's expenses from his/her/its other account(s), as well as from the accounts of third parties or pay for the Bank's services in cash at the place of the Account, subject to the requirements of the Bank of Russia regulations on the maximum amount of cash payments between legal entities (legal entities and individual entrepreneurs).
  5. Notify the Bank in writing in case of any changes in the information to be provided upon opening of the Account/conclusion of the Agreement, including changes in the information to be provided upon opening of the Account/conclusion of the Agreement to identify the Client and its authorized persons in accordance with the requirements of the Russian Federation laws, as well as provide the Bank with necessary documents confirming changes in the specified information within 3 (three) business days *(1 month – for non-residents of the Russian Federation)* after their approval (issuance or registration). Documents confirming the authority (extension of authority) of the persons specified in the Bank Card of the Client must be submitted to the Bank before the end of their authority period, which is established by the documents submitted to the Bank earlier.

Not to submit to the Bank any of the Client's payment documents signed by persons whose authorisation has not been confirmed to the Bank, until the documents proving that the persons named by the Client in the bank card have the relevant authorisation have been submitted to the Bank.

If at least one signature is replaced or supplemented and/or a seal is replaced (lost), as well as in other cases specified by the Bank of Russia – provide the Bank with a new Bank Card or apply to the Bank to replace the Bank Card.

* 1. Promptly notify the Bank in writing of the cancellation of powers of attorney, directly or indirectly stating the right of the Client's representative to manage the Client's Account and/or perform any transactions or other actions on behalf of the Client under the Agreement, issued by the Client to any representatives, including if the Client publishes information on the cancellation of powers of attorney in an official publication. The Client's written notice must include information on the details of the power of attorney as well as information that enables the Bank to identify the representative. The Client shall bear the risk of loss or other adverse consequences due to the Client's failure to notify the Bank of the cancellation of such powers of attorney, or due to violation of the notification procedure set forth in this clause of the Agreement.
  2. Within 7 (seven) business days of the Bank's request, provide information and documents necessary for the Bank to meet the requirements of the Russian Federation and the Bank of Russia laws on money laundering and terrorism financing (Federal Law No. 115-FZ dated 07.08.201 "On Anti-Money Laundering and Counter-Terrorist Financing", including, but not limited to:
* truthful information about the Client and the Client's proxies;
* the existence/absence of a beneficiary and, if there is a beneficiary, information and documents about the beneficiary;
* about the beneficial owners;
* the documents (information) confirming the financial condition and business reputation of the Client specified in clause 6.22 hereof;
  1. Provide the Bank, as a currency control agent, with all necessary documents and information on the performance of currency transactions on the Account opened in a foreign currency within the deadlines stipulated by the currency laws of the Russian Federation and regulations of the Bank of Russia.
  2. Upon execution of currency transactions – to receive from the Bank against signature all documents (transaction passports, certificates, notices of receipt of foreign currency in a transit currency account and other documents) received for the Bank on a daily basis or no later than the deadlines established by regulatory acts of the Bank of Russia in terms of currency legislation, assuming all risks of untimely receipt of the said documents.
  3. Comply with current legislation and legally binding regulations on cashless payments and cash management for banks and persons carrying out cashless payments.
  4. Settle his/her/its obligations in a non-cash manner, using the forms of non-cash settlement established by the Russian Federation laws, except in cases where the legislation allows cash settlement;
  5. To deposit cash into his/her/its Account in excess of the cash balance limit established by the Client in accordance with the regulations of the Bank of Russia governing cash transactions.
  6. Observe the cash balance limit, collect the proceeds in a timely manner or deliver them to the bank's incoming cashier's desk.
  7. No later than 10 days after the Account statement has been issued to the Client, notify the Bank in writing of the amounts credited or debited to the Account by mistake, not to use the funds credited to the Account by mistake in its own turnover and return them to the Bank within this term. If no objection is received from the Client within the specified terms, the transactions carried out and the account balance are considered confirmed.
  8. Comply with the document flow schedule set by the Bank.
  9. Submit to the Bank duly executed settlement (payment) documents in accordance with the chosen form of settlement for payments based on the account balances at the beginning of the day on paper until 5 p.m. of the current day, electronically via the "iBank 2" system – until
  10. the current day.
  11. Hand over the proceeds to the cashier's office no later than 3 p.m. of the current

day.

* 1. Apply to the Bank (in writing or by telephone) for cash withdrawals from

the Account by 3 p.m. on the day preceding the cash withdrawal day.

* 1. Receive in accordance with the procedure set out in clause 5.2.13 of the Agreement, the last copies of the payment requests accepted by the Bank as a notice for acceptance, and notify the Bank of Russia of their acceptance/partial acceptance or refusal to accept them in accordance with the procedure established by the Bank of Russia.
  2. If the Bank requests copies of the documents which are the basis for the account transaction – submit copies of such documents to the Bank no later than the day following the day on which the request for such documents is received.
  3. In case of changes in the requirements of the current laws of the Russian Federation regarding the procedure for opening bank accounts and conducting operations on them, as well as in other cases stipulated by the Russian Federation laws, provide the Bank with information and documents necessary for compliance with the established requirements of the Russian Federation laws within 7 (seven) business days upon request of the Bank.
  4. Return the chequebook with the unused cheques and stubs to the Bank if the name of the Client changes and the Account number is changed or the Account for which the chequebook was issued is closed.
  5. No later than five (5) working days of each new calendar year, provide written confirmation of the account balance as at 1 January.
  6. Ensure:
     + that the individuals authorised by the Client to operate the Account and/or receive information from the Bank on the status of the Account or other information in connection with the existence of the Account provide their personal data;
     + that the aforementioned and other individuals, whose personal data is contained in the documents provided by the Client to the Bank, provide their consent for verification and processing (including automated processing) of such data by the Bank in accordance with the requirements of the current laws of the Russian Federation, including Federal Law No. 152-FZ dated 27.07.2006 "On Personal Data".
  7. In addition, when opening a Card Account:
     1. Submit the following documents to the Bank in order to issue the Cards:
     + A list of employees for whom the Cards are requested, signed and sealed by the manager and chief accountant of the Client in 2 copies in the form prescribed by the Bank (Appendix 2 to this Agreement);
     + Completed and signed Card Application Form in the form prescribed by the Bank and signed by the listed staff members;
     + Photocopies of all pages of the national passport of each Client's employee named in the list.
     1. Provide the Bank with information on the Client's responsible persons authorised to contact the Bank in connection with the performance of this Agreement by the Parties.
     2. Notify the Bank of any changes to the information specified in clause 7.25.2 of the Agreement within 2 working days of the change.
     3. Make the initial crediting of funds to the Client's Card Account in accordance with the issuance terms and conditions stipulated in the Tariffs.
     4. Replenish the Card Payment Limits, transfer the necessary funds to the Card Account and submit to the Bank, through the Client's responsible person, the Card replenishment registers in the form prescribed by the Bank, signed by the manager and chief accountant and sealed with the Client's stamp.
     5. Use the funds deposited in the Card Account solely for the following transactions:
     + to receive cash in the currency of the Russian Federation for settlements related to business activities in the territory of the Russian Federation in accordance with the procedure established by the Bank of Russia, including payment of travel and entertainment expenses;
     + payment of expenses in the currency of the Russian Federation related to business activities, including payment of travel and entertainment expenses in the territory of the Russian Federation;
     + other operations in the currency of the Russian Federation in the territory of the Russian Federation, in relation to which the Russian Federation laws, including normative acts of the Bank of Russia does not establish a ban (limitation) on their performance;
     + receiving cash in foreign currency outside the territory of the Russian Federation to pay for travel and entertainment expenses;
     + payment of travel and entertainment expenses in foreign currency outside the territory of the Russian Federation;
     + other transactions in foreign currency in compliance with the requirements of the currency laws of the Russian Federation.

Carry out the listed transactions in accordance with the current laws of the Russian Federation, the regulations of the Bank of Russia, the terms of this Agreement and the rules established by the Bank for transactions on accounts of the specified type.

* + 1. Not make wage payments or social security payments using the Cards.
    2. Prevent overdrafts on the Cards in excess of the set Payment Limits; prevent overdrafts on the Card Account.

In there is an overdraft on the Card(s), transfer the necessary funds to the Card Account within 1 (one) business day to repay the outstanding Card(s) and overdraft fee (if the Card Account is overdrawn) in accordance with the Tariffs and submit the Card replenishment register to Bank through the Client's responsible person.

* + 1. Receive the Cards and their PIN envelopes from the Bank. Cards shall be collected by the Client's responsible person or directly by the Cardholder under a power of attorney issued by the Client. Upon receipt of the cards by the responsible person, the Client shall oblige the Cardholder to sign the back of the Card on the signature panel before issuing them to the Cardholder.
    2. Be responsible for all transactions made with the Cards as soon as they are received at the Bank by the Client's responsible person.
    3. Immediately notify the Bank of the loss (loss, theft, etc.) of the Card in order to suspend its validity in the form prescribed by the Bank*.*
    4. If the Card must be reissued before its expiry date, submit to the Bank the Cardholder's application in the form prescribed by the Bank, explaining the reason for the reissue, and return the Card to the Bank (if any).
    5. To receive a monthly report on the Card Account and reports on the Cardholders' Cards through the Client's responsible person within 5 calendar days of the Report Date.
    6. Issue Card Reports to Cardholders no later than 7 calendar days from the Report Date.
    7. Ensure that the Card is returned to the Bank within 7 calendar days of its expiry date, upon receipt of a new reissued Card (except if the Card is lost), as well as upon receipt of a written request from the Bank to return the Card.
    8. Withdraw the Card from the dismissing Cardholder and deliver it to the Bank through the Client's responsible person no later than the date of dismissal, or oblige the Cardholder to deliver the Card to the Bank independently 5 calendar days prior to the date of dismissal.
    9. If the Card previously declared lost is found – immediately inform the Bank about it and ensure that the Card is returned within 3 working days from the date of its discovery.
    10. Inform the Bank of any changes in the Cardholder's data specified in the Card Application within 5 working days of the change.
    11. Provide, at the Bank's request, the necessary justification for the transactions carried out with the Cards.
    12. For transactions in foreign currencies (regardless of the currency of the Card Account), provide the Bank with a justification for the transaction, including a statement of expenses accompanied by settlement and other documents (slips, cheques, ATM and point-of-sale receipts, etc.) for each transaction within a calendar month of the date of the transaction.
    13. Not use card numbers for transactions after the Cards have been returned to the Bank.
    14. Notify the Bank of the termination date of the Agreement in writing 45 calendar days in advance.
    15. Upon termination of the Agreement – return all issued Cards to the Bank or ensure that the Cards are returned by the Cardholders.

**The Client has the right to:**

* 1. Independently manage the funds in his/her/its Account in accordance with the procedure and within the terms established by the applicable laws of the Russian Federation.
  2. Give instructions to the Bank on cash and settlement services, make enquiries, and request a report on the execution of the instructions.
  3. Terminate this Agreement unilaterally and close the Account in the event of disagreement with the Bank's introduction of new Bank's Tariff or a change in Bank's existing Tariff, as well as with the establishment of the Individual Tariff for Account transactions.
  4. In addition, when opening a Card Account:
     1. Apply to the Bank to have the Cardholder's Card reissued before its expiry date.
     2. Apply in writing to the Bank to terminate the validity of the Card.
     3. File a claim for the disputed transaction within 10 calendar days of the Card Account Report Date in the form prescribed by Bank.
  5. **The Client shall authorise the Bank to write-off the following funds from the Client's Account without further orders (pre-approved acceptance):**
     1. funds in the Russian Federation currency erroneously credited to the Account, regardless of the date of crediting;
     2. the Bank's Account maintenance fees in accordance with the Bank's Tariffs and/or Individual Tariff

as the Bank provides services under the Agreement, as well as reimbursement of the Bank's costs for the delivery of the Client's settlement (payment) documents – as the Bank incurs such costs;

* + 1. against any indebtedness (principal, interest, penalties) under any of the Client's obligations to the Bank arising from loan agreements and/or surety agreements and/or bank guarantee agreements or other agreements entered into between the Client and the Bank, as well as agreements that may be entered into during the term of this Agreement;
  1. If it is necessary to debit the Client's Accounts in a currency other than the currency in which the obligation is established, the Client shall instruct the Bank to convert the currency held in the Client's Account at the Client's expense at the rate and under the conditions established by the Bank for conversion transactions on the date of the transaction, to repay the debt.
  2. **THE BANK'S FEES AND CHARGES**
  3. The amount of commission for the Client's Account management services shall be determined by the Bank's Tariffs and may be unilaterally changed by the Bank, taking into account the economic conditions of the business and current laws.
  4. The amount of commission and the types of transactions for which it is charged shall be set by the Bank's order, which is communicated to the Client 10 calendar days before the introduction of the new Tariffs of the Bank.
  5. The Individual Tariff shall be assigned to the Client by a decision of the Bank's Management Board. The Individual Tariff shall take effect on the business day following the day on which the Bank's Management Board decides to apply it to the Client.
  6. The Bank's decision to change the Bank's Tariffs shall be communicated to the Client by posting a copy of the Bank's order to change the Bank's Tariffs and/or introducing the new Bank's Tariffs on the notice board in the Bank's Client service locations, as well as by posting this order and the Bank's Tariffs on the Bank's website [www.thbank.ru](http://www.thbank.ru/).

The decision of the Bank's Management Board to apply the Individual Tariff to the Client shall be notified to the Client

not later than on the business day following the day on which the Bank's Management Board made the decision to apply it to the Client in the following ways:

* + - via the "iBank" 2 System – if the Client has it;
    - by e-mail – if the Bank has the Client's e-mail address;
    - by serving a written notice to the Client's representative in his/her/its appearance at the Bank – if the Client does not have the "iBank 2" System and e-mail address;
    - by registered mail with return receipt requested to the address indicated by the Client in the Account opening documents.

Sending a notice of the application of the Individual Tariff to the Client in the above ways is deemed to be a proper notification of the application of the Individual Tariff to the Client.

* 1. The Client shall reimburse the Bank for the cost of delivering the settlement documents based on documents confirming the costs incurred by the Bank for this purpose.
  2. The Client shall pay the commission n the day of the transaction for which the commission is charged, by debiting the commission amount from the Client's Account with a bank order issued by the Bank.

If the amount required to pay the commission fee is not available in the Client's Account, the commission fee shall be debited by the Bank when the funds are credited to the Account in the order established by law.

* 1. The Client shall reimburse the Bank for the costs incurred in delivering the settlement documents within 2 working days from the date of submission of the supporting documents to the Bank in the following ways:
     1. by a separate payment order;
     2. by a cash receipt document for cash payments within the limits of the amounts set by the Bank of Russia for cash payments.
  2. If the Client fails to fulfil his/her/its obligations within the term specified in clause 8.7 of the Agreement, the Bank shall debit the Bank's costs for the delivery of settlement documents from the Client's Account by a bank order in accordance with the procedure specified in the banking regulations and this Agreement.

# MISCELLANEOUS

9.1. No interest shall be payable on the use of the funds in the Client's Account. 9.2. At the Client's request, the Client may be given the option to carry out

settlement services electronically via the "Internet Bank" system. The relationship between the Bank and the Client in this case shall be regulated by a separate agreement.

* 1. By signing this Agreement, the Client confirms that they he/she/it received the written consent of the individuals (including the sole executive body, chief accountant, shareholders/participants, persons authorised by the Client under a power of attorney and other persons) whose personal data may be contained in the documents received by the Bank from the Client, to process the personal data of such individuals, in form and content in accordance with the Russian Federation laws on personal data.

The Client, in turn, shall grant the Bank his/her/its consent and the corresponding right to process the personal data of these personal data subjects for the purposes of performing the Agreement.

* 1. The Bank confirms that the the Client's personal data will be processed solely in the interests of the Client and will be aimed at ensuring the proper performance of obligations arising for the Bank under this Agreement with respect to the Client and with respect to third parties.

# RESPONSIBILITY OF THE PARTIES

* 1. In case of untimely crediting to the Account of funds received by the Client in the Russian Federation currency or their unjustified debiting from the Account, as well as failure to execute the Client's instructions to transfer the funds from the Account or to withdraw them from the Account, the Bank shall pay interest on this amount at the rate of 1/365 of the refinancing interest rate (discount rate) of the Bank of Russia effective on the day of performance of the Bank's obligations for each day of delay, but not more than 20 (twenty) percent of the overdue (not transferred, unreasonably debited or not disbursed) amount. The payment of the said interest shall preclude any other claims for damages by the Client.

In case of untimely crediting to the Account of funds received by the Client in the foreign currency or their unjustified debiting from the Account, as well as failure to execute the Client's instructions to transfer the funds from the Account or to withdraw them from the Account, the Bank shall pay interest on this amount at the annual LIBOR rate, but not more than 20 (twenty) percent of the overdue (not transferred, unreasonably debited or not disbursed) amount. The payment of the said interest shall preclude any other claims for damages by the Client.

* 1. The Client shall pay the Bank a penalty amounting to 0.1% of the amount payable for each day of delay for avoiding or delaying payment for the Bank's services.
  2. The Client shall pay a penalty to the Bank in the amount of 0.5% of the amount credited to the Account by mistake for failure to timely notify the Bank of the funds credited to the Client's Account by mistake and/or for failure to timely refund the funds credited to the Account by mistake.
  3. The Bank shall not be liable if a transaction order is made by a person or persons whose signatures appear on the signature sample cards of the Account, if the valid powers of the said persons have been lost.

The Bank shall not be liable for the consequences of the execution of orders issued by unauthorized persons in cases where the Bank could not establish the fact of issuing an order by unauthorized persons using the procedures provided for by the banking rules and the Agreement.

Bank shall not be liable for failure to execute the Client's orders or suspension of transactions on the Client's Account in cases where such failure and/or suspension of transactions is imposed on the Bank by the current laws of the Russian Federation, regulations of the Bank of Russia.

# CLAIMS AND DISPUTE PROCEDURE

* 1. The Client's claims regarding any shortages and/or surpluses detected upon crediting or withdrawing cash from the Account, as well as regarding the Bank's actions upon detection of non-payable and counterfeit banknotes shall be submitted to the Bank in writing no later than the day following the day of detection of shortages, surpluses, non-payable and counterfeit banknotes and shall be considered by the Bank within 10 business days.

The Bank shall make a decision on the submitted claim on the basis of the current laws and the documents of the Bank of Russia regulating the procedure for cash transactions by credit institutions in the Russian Federation and shall notify the Client thereof.

If the Client does not agree with the Bank's decision, the Client may appeal to the Arbitration Court of the Samara Region in accordance with the procedure established by the Russian law.

* 1. All other disputes arising during the conclusion or performance of this Agreement shall be resolved by the Parties through negotiations, and if no agreement is reached – by the Arbitration Court of the Samara Region in accordance with the current laws of the Russian Federation in compliance with the claim procedure established by law for dispute resolution.

# GROUNDS AND PROCEDURE FOR AMENDING THE AGREEMENT

* 1. The Parties have agreed that amendments and/or additions to this Agreement, including approval by the Bank of a new version of the Agreement, shall be made on the initiative of the Bank in the manner prescribed by this Section and under clause 1 of Article 450 of the Civil Code of the Russian Federation.
  2. The Bank shall comply with the information disclosure procedure for the entry into force of amendments and/or additions made by the Bank to the Agreement. Prior disclosure of information shall be made by the Bank no later than 10 (ten) calendar days prior to the entry into force of the amendments and/or additions made by the Bank to the Agreement.
  3. All amendments and additions made by the Bank to the Agreement shall take effect as of the day following the day of expiry of the period provided for disclosure of information in accordance with the Agreement.
  4. In order to familiarize the Clients with the conditions (changes) of the Agreement, the Bank shall place the Agreement by means of preliminary information disclosure in any of the following ways:



posting such information on the Bank's official website www.thbank.ru;

placement of announcements on the stands in the additional offices and other structural units of the Bank that provide services to the Client;

other ways that allow the Client to obtain information and establish that it comes from the Bank.

* 1. The moment of the Client's familiarization with the published information shall be the moment from which the information is available to the Clients.
  2. Any changes and additions to the Agreement from the moment of their entry into force and/or entry into force in compliance with the procedures specified in clauses 12.2 and 12.4 of the Agreement shall apply to all Clients who have joined the Agreement, including those who joined the Agreement before the effective date of the changes. In case of disagreement with the amendments or additions made by the Bank to the Agreement, the Client shall be entitled to terminate the Agreement before such amendments or additions come into force in the manner prescribed in Section 13 of the Agreement.

Accession to the Agreement on other terms is not allowed.

* 1. **DURATION, TERMINATION AND CLOSURE OF ACCOUNT**
     1. The Agreement shall be concluded for an indefinite term.
     2. The Agreement may be unilaterally terminated by the Client out of court at any time without prior notice to the Bank (except for the Agreement for opening a current account in the currency of the Russian Federation for settlements on transactions with the use of corporate Bank Cards).
     3. The Agreement for opening a settlement account in the currency of the Russian Federation for settlements for transactions with the use of corporate Bank Cards may be terminated by the Client unilaterally without a court decision with a 45 calendar days prior written notice to the Bank on the termination of the Agreement.
     4. Termination of the Agreement and closing of the account at the initiative of the Client is carried out on the basis of a written application of the Client in the form prescribed by the Bank.
     5. The Bank shall be entitled to demand termination of the Agreement by the court in the following case:
     + in the absence of any transactions on the Client's Account within a period of six (6) months.
     1. the Bank may terminate this Agreement and close the Client's Account without recourse to the court in the following cases:
        1. if there are no funds in the Client's account and no transactions in that account for two years, by giving the Client written notice of termination of this Agreement two months prior to termination.

This Agreement shall be considered as terminated after two months from the date of such notice sent by the Bank, if the Client's Account has not received funds within this period;

* + - 1. in case of two or more decisions to refuse to execute the Client's transaction order within a calendar year on the basis of clause 6.25 hereof.<consultantplus://offline/ref%3DB2E959DBEC84AC3A18CD34F4F7A52E9D90C064E1248836308899EF4F4E1711C2868793369C6049CBo5D9F>

13.6.2. in other cases provided for by the current laws of the Russian Federation.

* + 1. The Client's refusal to submit to the Bank or the Client's failure to submit within the period specified in clause 7.21

of the Agreement the documents that are the basis for the account transaction, and, as a consequence, the Bank's refusal to perform these operations, shall be considered as a unilateral withdrawal from this Agreement in the case stipulated by the agreement of the Parties.

* + 1. In accordance with Clause 2 of Article 405 of the Civil Code of the Russian Federation, in the event of the occurrence of the circumstances provided for in сlause 7.20, this Agreement shall be deemed terminated as from the day following the day on which the Client fails to submit the documents which are the basis for the Account transaction.
    2. Termination of this Agreement for any reason specified in this Section shall result in the closure of the Account opened for the Client based on the terminated Agreement.

Upon termination of the Agreement by the Bank on the grounds stipulated in clause 13.6 of the Agreement, the Bank Account Agreement shall be considered terminated after sixty days from the date the Bank sends to the Client a notice of termination of the Bank Account Agreement.

The Bank shall not be entitled to carry out transactions on the Client's bank account from the date of sending by the Bank to the Client a notice of termination of the bank account agreement until the date on which the Agreement is considered terminated, except for transactions of interest accrual under the bank account agreement, transfer of mandatory payments to the budget and transactions provided for in [clause 13.8](consultantplus://offline/ref%3D722E7D02AD17639706B2A107BB2F9C7A03453B906C73E3868CBFCAA29DAAC9AF1CD2E6B70638C54By8n2L) hereof.

13.8. The balance of funds on the Account to be closed not later than 7 (seven) days after receipt by the Bank of the relevant written application of the Client shall be issued to the Client or transferred by the Bank to another account as directed by the Client.

If the Client fails to collect the account balance within sixty days from the date of sending by the Bank to the Client a notice of termination of the Bank Account Agreement, or if the Bank does not receive the Client's instruction to transfer the balance to another account within the specified period, the Bank shall transfer the funds to a special account with the Bank of Russia, the procedure for opening and maintaining which, and the procedure for crediting and returning funds from which, is established by the Bank of Russia.<consultantplus://offline/ref%3DB6D26CE1A3558BFB5DF2E3184F0CE4C403893A2AD17150E3D9D7D4C12B7E6A2C7EFA315EFC4D8713W6q5L>

Appendix 1

to the Agreement for Bank Account

and Cash Management Services for Legal Entities and Individual Entrepreneurs

at Togliattikhimbank JSC

**APPLICATION**

**for Accession to the Agreement for Bank Account**

**and Cash Management Services for Legal Entities and Individual Entrepreneurs at "Togliattikhimbank JSC**

|  |
| --- |
| **Applicant:**  *(full name of the legal entity/surname, first name, patronymic of the individual*  *entrepreneur/individual engaged in private practice)* |
| **Address of location/address of residence (registration):** |
| **INN (Tax Payer Number)** |
| **OGRN (Primary State Registration Number)** |

* + - 1. We hereby declare our accession to the current version of the Agreement on Bank Account and Cash Management Services (hereinafter - the "Agreement") in the manner prescribed by Article 428 of the Civil Code of the Russian Federation.

We hereby confirm that we have read the provisions of the Agreement prior to entering into the Agreement on the Bank's website at [www.thbank.ru](http://www.thbank.ru/) and on the information boards at the Bank.

All provisions of the Agreement have been fully explained to us, including the Tariffs and the procedure for amending and supplementing the Agreement.

We confirm our agreement with the terms of the Agreement and the Bank's tariffs and undertake to comply with all the terms of the Agreement.

* + - 1. This Application, with the Bank's registration mark, means the conclusion:

|  |  |
| --- | --- |
|  | Current account agreement in the currency of the Russian Federation |
|  | Current account agreement in foreign currency - |
|  | Current account agreement in the currency of the Russian Federation for settlements under transactions with the use of corporate bank cards |
|  | Special bank account agreement of the bank paying agent |
|  | Special bank account agreement – paying agent's account |
|  | Special bank account agreement – supplier's account |
|  | Special bank account agreement for crediting the proceeds from the sale of the bankrupt Client's pledged property |
|  | Special bank account agreement for reservation of remuneration to the bankruptcy trustee of the Client |
|  | Special bank account agreement of the bankrupt Client to satisfy the claims of creditors in accordance with Articles 113 and 125 of the Federal Law  "On Insolvency (Bankruptcy)". |
|  | Bank account agreement of the bankrupt Client for crediting of deposits at the sale of the bankrupt Client's property |
|  | Special bank account agreement of the bankrupt Client, who is a developer, to finance the construction of an unfinished construction projec |

* + - 1. Please, inform me about transactions made on the bank account(s) by sending an SMS to the following mobile phone number:

+ 7 (8)

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(specify ten-digit cell phone number in federal format)

from the moment the application is registered

Settings for sending SMS messages:

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| --- |
| reports on the receipt of funds |
| debit messages |
| enquiries on the opening balance of the operating day |
| a daily statement of the opening balance of the operating day in h. min. |

specify the sending time

***\*To be filled in only when a bankrupt Client opens a special bank account to meet the claims of creditors in accordance with Art. 113 and Art. 125 of the Federal Law "On Insolvency (Bankruptcy)"***

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| Item No. | Name of the Lender (for individuals – full name) | Lender's identifying information  (for legal entities – OGRN (Primary State Registration Number) and INN (Taxpayer Identification Number), for individuals – date,  place of birth and passport data) | Bank details |
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On behalf of the Client

Position Signature Full name

Stamp

" " 20 .

Date

**To be filled in by the Bank**

Number and date of the Bank Account and Cash Services Agreement:

dated " " 20 .

**No. of bank account(s) with the Bank opened under the Agreement:**

No.

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Bank employee:

Position Full name Signature Date

Stamp

LIST

Appendix 2

to the Agreement for Bank Account

and Cash Management Services for Legal Entities and Individual Entrepreneurs

at Togliattikhimbank JSC

of the Client's employees to whom the Client's corporate cards are issued

Account currency:

RUB

USD

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| --- | --- | --- | --- | --- |
| To be filled in by the Client | | | To be filled in by the Bank | |
| Item No. | Name of the Client's employee | Passport details  (No., series, issuing authority, date of issue) | No. of the card issued | Card validity period |
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CLIENT: BANK:

Name Position

Position of manager Full name

Full name Signature

" " 20 .

Signature

(Chief Accountant, if any):

Full name

Signature

" " 20 . Stamp