# JOINT-STOCK COMMERCIAL BANK EVROFINANCE MOSNARBANK (Joint-Stock Company)

# (JSCB EVROFINANCE MOSNARBANK JSC)

**APPROVED** 

Minutes of the Board Meeting No. 43 dated August 21, 2025

TERMS AND CONDITIONS OF THE AGREEMENT on the authorized person appointed by the individual customer to confirm banking transactions with JSCB EVROFINANCE MOSNARBANK JSC

# TERMS AND DEFINITIONS

**Bank** means JOINT-STOCK COMMERCIAL BANK EVROFINANCE MOSNARBANK (Joint-Stock Company). Location: 121099, Russia, Moscow, Novy Arbat, 29. General License No. 2402 granted by the Bank of Russia.

**Statement of Accession to the Terms and Conditions** is the Customer's written expression of will to enter into the Agreement.

**Statement of Confirmation** is the Authorized Person's written statement of confirming or rejecting the Customer's transaction, drawn up in accordance with the Bank's form.

**Customer** is an individual who has accounts (deposits) opened with the Bank.

**Business Day** is the Bank's working hours during which individual customers are serviced at the Bank's office: from 10 a.m. to 5.30 p.m., on Friday from 10 a.m. to 4.15 p.m. Moscow time, on pre-holiday days the Business Day is reduced by 1 (one) hour. The Bank has the right to unilaterally change the duration of the Business Day by notifying the Customer and the Authorized Person in advance by posting relevant information on the notice board in the customer service area and on the Bank's corporate website <a href="https://www.evrofinance.ru">www.evrofinance.ru</a>.

Parties are the Bank, Customer and Authorized Person.

**Account** is the Customer's account (deposit) opened with the Bank.

**Agreement** is an agreement between the Customer and the Bank, entered into by acceding the Terms and Conditions of the Customer.

**Tariffs** are the amounts of the Bank's remuneration for services rendered in accordance with the Terms and Conditions, as well as other values applied by the Parties when concluding and executing the Agreement. Tariffs are set and may be changed by the Bank unilaterally in compliance with the legislation of the Russian Federation and these Terms and Conditions.

**Authorized Person** is an individual authorized by the Customer to provide the Bank with confirmation or rejection of the transaction in accordance with the procedure provided for in the Terms and Conditions.

**Terms and Conditions** are the Terms and Conditions of the Agreement on the authorized person appointed by the individual customer to confirm banking transactions with JSCB EVROFINANCE MOSNARBANK JSC.

#### 1. GENERAL PROVISIONS

1.1. These Terms and Conditions establish additional requirements for interaction of the Parties when performing a money transfer transaction from Accounts performed on behalf of the Customer in favor of third parties (hereinafter referred to as the money transfer operation), operations for receiving cash from Accounts by the Customer (hereinafter referred to as the cash receipt operation), and

also determine the rights, duties and responsibilities of the Parties arising in this regard.

- **1.2.** The Terms and Conditions are the Bank's standard form and may be accepted by the Customer and Authorized Person not otherwise than by accession to the Terms and Conditions as a whole in accordance with the procedure established in the Terms and Conditions.
- **1.3.** The Agreement is made by the Customer and the Authorized Person in accordance with *Article 428* of the Civil Code of the Russian Federation by submitting to the Bank a *Statement of Joining the Terms and Conditions* signed by the Customer and the Authorized Person in hardcopy in three copies, drawn up in the form of Appendix No. 1. At the same time, the Agreement may not be made with a person included in the list of organizations and individuals for whom there is information about their involvement in extremist activities or terrorism, provided for by Federal Law No. 115-FZ dated August 7, 2001 "On Countering the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" as with an Authorized Person.

To confirm the execution of the Agreement, the Bank submits to the Customer and the Authorized Person one copy of the *Statement of Joining the Terms and Conditions with the Bank's note on the number and date of the Agreement. The Agreement number is assigned by the Bank.* 

- **1.4.** Simultaneous operation of two or more Agreements and simultaneous appointment of two or more Authorized Persons is not allowed.
- **1.5.** In order to familiarize the Customer with the Terms and Conditions and information provided for in the Terms and Conditions, the Bank posts all necessary information on the Bank's corporate website <u>www.evrofinance.ru</u> and/or places notices on stands in the Bank's structural subdivisions providing Customer service.
- **1.6.** The time of publication of the Terms and Conditions and Information, as well as the time of the Customer's familiarization with the published Terms and Conditions and Information, shall be considered the time of their first publication on the Bank's corporate website.
- **1.7.** The Terms and Conditions shall be changed by the Bank according to the procedure provided for in **Section 6** of these Terms and Conditions.
- **1.8.** The Customer and the Authorized Person who have joined these Terms and Conditions undertake all obligations stipulated in the Terms and Conditions with respect to Customers and Authorized Persons, as well as the Bank undertakes all obligations stipulated in the Terms and Conditions with respect to the Bank.
- **1.9.** The relations of the Parties not regulated by these Terms and Conditions shall be regulated by the law of the Russian Federation, regulations of the Bank of Russia, as well as agreements made between the Parties.
- **1.10.** For the purposes of the Terms and Conditions, Saturdays and Sundays (days off) shall be considered non-working days, with the exception of those declared working days in accordance with the procedure established by the law of

the Russian Federation, as well as non-working holidays established by the Labor Code of the Russian Federation, and those days on which, by virtue of the norms of the applicable law of the Russian Federation, days off are postponed. Working days for the purposes of the Terms and Conditions shall be the days that are not non-working days according to this clause of the Terms and Conditions.

### 2. CONDITIONS FOR CONFIRMING TRANSACTIONS

- **2.1.** The types and criteria of transactions for which confirmation by the Authorized Person is required in accordance with the procedure provided for in the Terms and Conditions (hereinafter referred to as the Transaction) shall be determined by the Customer by affixing appropriate marks in the Statement of Joining the Terms and Conditions.
- 2.2. When the Customer submits to the Bank an order to perform a transaction requiring confirmation by the Authorized Person, the Customer shall ensure the simultaneous (joint with the Customer) presence of the Authorized Person. The Bank shall provide the Authorized Person with two copies of the Confirmation Statement for signing and affixing the appropriate mark, which shall be equivalent to notifying the Authorized Person of the relevant Transaction. The Parties confirm that the absence of the Authorized Person when the Customer submits an order to the Bank for a transaction requiring confirmation by the Authorized Person, or the refusal of the Authorized Person to mark the Confirmation Statement, shall be equivalent to the Bank's failure to receive confirmation of the relevant transaction within the time period established by the Agreement.
- **2.3.** The Bank shall suspend the acceptance of the Customer's order for execution when performing a transaction requiring confirmation by the Authorized Person, until the moment of receiving confirmation of the cash transfer transaction from the Authorized Person.
- **2.4.** A transaction requiring confirmation by the Authorized Person must be confirmed (or rejected) by the Authorized Person by submitting to the Bank a signed Confirmation Statement with an appropriate mark at a personal appearance at the Bank at the same time as the Customer and no later than the end of the Business Day. One copy of the Statement shall remain in the Bank, the second shall be issued to the Customer, which shall be a confirmation of the Customer's notification of the confirmation or rejection of the transaction by the Authorized Person. The Bank may also send a written notice to the Customer about the confirmation or rejection of the transaction by the Authorized Person in writing by mail (to the Customer's address specified in the Statement for Joining the Terms and Conditions or in the Customer's application for changing the address for the purposes of the Agreement in accordance with the Bank's form) or the electronic remote banking system, if an agreement has been made between the Customer and the Bank about use thereof (with the right to send a copy of the Confirmation Statement).

- **2.5.** Upon receipt from the Authorized Person, in accordance with clause 2.4 hereof, of confirmation of a transaction requiring confirmation by the Authorized Person, the Bank shall accept the Customer's order for execution in the absence of other grounds established by the law of the Russian Federation not to accept the Customer's order for execution;
- **2.6.** Upon receipt of an order from the Authorized Person to reject a transaction requiring confirmation by the Authorized Person, or failure to receive confirmation of a transaction requiring confirmation by the Authorized Person, within the time period specified in clause 2.4 hereof, the Bank shall not accept the relevant Customer's order for execution;
- **2.7.** The Authorized Person shall be considered to have been deprived of the status, and the Agreement shall be considered terminated from the day following the day the Customer submits to the Bank a notice on the deprivation of the status of the Authorized Person, drawn up in accordance with the Bank's form.
- **2.8.** The Bank shall notify the Authorized Person of the deprivation of the status upon personal appearance at the Bank, or by sending a notice stipulated by clause 2.7 of the Terms and Condition, a written notice to the Authorized Person's address specified in the Statement of Joining the Terms and Conditions, or in the Authorized Person's application for a change of address for the purposes of Agreements according to the Bank's form.
- **2.9.** Transactions requiring confirmation by the Authorized Person shall be performed in accordance with the law of the Russian Federation, the Terms and Conditions and agreements made between the Bank and the Customer, or other documents of the Bank defining the procedure for performing relevant transactions.
- **2.10.** The Parties confirm that the provision by the Bank to the Authorized Person of information about the Customer's transactions in accordance with the procedure provided for in the Terms and Conditions does not constitute a violation of bank secrecy.

#### 3. THE BANK FEES

- **3.1.** The Customer pays for the Bank's services on informing the Customer and the Authorized Person and performing other actions stipulated by the Terms and Conditions, in the amount and in the manner prescribed by the Tariffs.
- **3.2.** The Customer hereby grants the Bank the right to debit, without additional instruction from the Customer, the amounts of the Bank's commission fees for services in accordance with the Tariffs from any Customer's Accounts with the Bank, both open at the time of the Customer's accession to these Terms and Conditions, and from Accounts that may be opened to the Customer by the Bank in

the future, in accordance with the relevant agreements concluded between the Parties.

Notwithstanding these provisions, the Customer is entitled to pay the Bank's commission fees for services in accordance with the Tariffs, by any other means provided for by the legislation of the Russian Federation.

- **3.3.** The Customer hereby agrees to the Bank's execution (including partial execution) of the full amount of documents established by the Bank of Russia to exercise the rights provided for in clause 3.2 of these Terms and Conditions during the term of the Agreement, without limitation on the number of settlement documents, the amount and requirements of obligations arising from the Agreement.
- **3.4.** The Bank has the right to unilaterally change Tariffs with notification to the Customer no later than 5 (Five) calendar days before the Tariffs come into force, by publishing information in accordance with the procedure provided for in **Section 6** of these Terms and Conditions.

#### 4. DISPUTE RESOLUTION AND TERMINATION OF THE AGREEMENT

- **4.1.** The Parties undertake to resolve disputes arising in connection with the performance of the Agreement by negotiation, taking into account the principles of good faith and mutual respect, and taking into account the agreements between the Customer and the Bank governing the procedure for performing the relevant transactions of the Customer. If it is impossible to resolve the disagreements by negotiation, the Parties will consider the disputes in court in accordance with the law of the Russian Federation.
- **4.2.** The Customer may terminate the Agreement by sending a notice to the Bank about the deprivation of the status of the Authorized Person, drawn up in accordance with the Bank's form. In this case, the Agreement shall be considered terminated from the day following the day the Customer submits the specified notice to the Bank.
- **4.3.** The Agreement is valid until the termination of all bank account (deposit) agreements concluded by the Customer with the Bank.

# 5. RIGHTS, OBLIGATIONS AND RESPONSIBILITY OF THE PARTIES

# 5.1. RIGHTS AND OBLIGATIONS OF THE BANK

# **5.1.1.** The Bank may:

1) unilaterally amend/supplement the Terms and Conditions and the Tariffs in accordance with the procedure established hereby;

2) receive the amounts of the commission stipulated by the Terms and Conditions and the Tariffs.

#### **5.1.2.** The Bank shall:

1) properly fulfill their obligations under the Agreement.

# 5.2. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

# **5.2.1.** The Customer may:

1) deprive the Authorized Person of the status and terminate the Agreement in accordance with the procedure provided for in the Agreement.

# **5.2.1.** The Customer shall:

- 1) Provide the Bank with reliable and up-to-date information necessary for the Bank to properly fulfill its obligations under the Agreement;
- 2) Timely pay remuneration for the Bank's services in accordance with the Terms and Conditions and the Tariffs.

#### 5.3. RIGHTS AND OBLIGATIONS OF THE AUTHORIZED PERSON

# **5.3.1.** The Authorized Person may:

1). Confirm or reject the Customer's transactions in the manner prescribed by the Terms and Conditions.

#### **5.3.2.** The Authorized Person shall:

- 1) properly fulfill their obligations under the Agreement.
- 2) Provide the Bank with reliable and up-to-date information necessary for the Bank to properly fulfill its obligations under the Agreement.

#### 5.4. RESPONSIBILITY OF THE PARTIES

# **5.4.1.** The Customer and the Authorized Person are responsible for:

- 1) Correctness and relevance of providing the Bank with contact information for the purposes of the Agreement;
- 2) Correctness and relevance of their identification data and other information provided to the Bank;

# **5.4.2.** The Bank is not responsible for:

1) Full or partial non-fulfillment of its obligations arising from the Terms and Conditions, if such non-fulfillment is caused by force majeure circumstances, including decisions of the legislative, judicial and/or executive authorities of the Russian Federation, as well as the Bank of Russia, which make it impossible for the Bank to fulfill its obligations; delays in payments due to the fault of the Bank of Russia; military actions, natural or other disasters occurring in areas officially recognized as being under the influence of the above circumstances;

- 2) Consequences of violation by the Customer or the Authorized Person of the requirements and provisions of these Terms and Conditions;
- 3) the Customer's losses occurred as a result of confirmation or rejection of the Customer's transaction by the Authorized Person, or for the Authorized Person's failure to appear at the Bank to confirm/reject the Customer's transaction.

#### 6. MODIFICATION OF THE TERMS AND CONDITIONS

- **6.1.** The Terms and Conditions may be modified at the Bank's initiative by amending and/or supplementing them, including by approving a new version of the Terms and Conditions, in accordance with the procedure established in this section of the Terms Conditions.
- **6.2.** Amendments and/or additions to the Terms and Conditions made by the Bank come into force upon expiry of 5 (five) calendar days from the date of publication by the Bank of the information on such amendments and/or additions or from the date of entry into force of the amendments and/or additions, if such date is specified in the published information, but not earlier than 5 (five) calendar days from the date of publication of the information.

In case of changes in the legislation of the Russian Federation, the Terms and Conditions, until they are amended by the Bank, apply to the extent not contradicting the requirements of the legislation of the Russian Federation.

- **6.3.** If the Customer does not agree with the amendments and/or additions made to the Terms and Conditions or the terms of the new version of the Terms and Conditions, the Customer is entitled to terminate the Agreement in the manner prescribed by the Terms and Conditions.
- **6.4.** The Bank is not responsible if the information of any amendments and/or additions to the Terms and Conditions, published in accordance with the procedure and within the time limits set by the Terms and Conditions, has not been received and/or studied and/or correctly interpreted by the Customer.
- **6.5.** Any amendments and/or additions to the Terms and Conditions from the date of their entry into force equally apply to all persons who acceded the Terms and Conditions, including those who acceded the Terms and Conditions earlier than the date of entry into force of the amendments and/or additions, except for any amendments to Appendix No. 1 to the Terms and Conditions. Any amendments introduced to Appendix No. 1 to the Terms and Conditions shall apply only to the persons who acceded the Terms and Conditions after entry into force of such amendments.